

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](http://www.oxnard.org).



**AMENDED AGENDA**

**Closed Session Item #2 - Removed**

**Item H.2 - Added Attachments, Reports Items # M.1 and #M.3 - Added (Attachment #4 - Revised)**  
**AGENDA**

**OXNARD CITY COUNCIL**

**OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY**

**OXNARD FINANCING AUTHORITY**

**OXNARD HOUSING AUTHORITY**

**Meeting Location: Council Chambers, 305 West Third Street**

**July 28, 2022**

**Closed Session - 4:30 PM**

**Appointment Items - 5:30 PM**

**Regular Meeting - 6:00 PM**

**Zoom details to call-in for public comment during a meeting:**

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

**2. Enter Meeting ID: 859 5465 7558**

**3. Passcode: 537206**

**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 City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room.**

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at [Youtube.com/oxnardnews](https://www.youtube.com/oxnardnews). Video recordings of the meeting are typically available online following the meeting at the City's website at [www.oxnard.org/city-meetings](http://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. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.
2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING
  - a. 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/citymeetings](http://www.oxnard.org/citymeetings).
  - b. Submit an email to [cityclerk@oxnard.org](mailto:cityclerk@oxnard.org) no later than 3 p.m. on the day of the meeting (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.
  - c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.
3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING
  - a. To provide public comment during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting. When the Mayor announces the particular item on the agenda you want to speak on, press \*9 to raise your hand while in the zoom waiting room. Once called on, press \*6 to unmute your phone.
  - b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

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

**Agenda Item time estimates: (Presentation / Council Discussion / Public Comment)**



July 28, 2022

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Detailed participation instructions can be found at [www.oxnard.org/city-meetings](http://www.oxnard.org/city-meetings).

\* The City has filed pre-election and post-election lawsuits regarding the validity of Measure M.

### A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council, Community Development Commission Successor Agency, and Oxnard Housing Authority

## B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

### C. CLOSED SESSION (4:30 PM)

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

Based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case regarding the claim filed by Jason Corona to recover costs of removing a tree from his property.

Legislative Body: City Council

#### D. APPOINTMENT ITEMS (5:30 PM)

1. SUBJECT: Presentation by Mixteco Indigena Community Organizing Project (MICOP) on the Mixteco/Indigenous migrant community in Oxnard.

### E. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

## F. 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.

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. Public Works Department

SUBJECT: Reconsideration of Local Emergency and Ratification of Director Orders Regarding the Water Shortage Emergency and Mandatory Water Conservation Measures.

RECOMMENDATION: That the City Council :

1. Adopt a resolution confirming the need to continue the local emergency declared on May 17, 2022 due to water shortage emergency conditions;
2. Ratify director orders, if any, modifying mandatory water conservation measures; and
3. Authorize the Mayor and the Chair of the Public Works and Transportation Committee to sign letters to regional water agencies regarding drought related issues on the City Council's behalf.

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

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

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

1. City Manager Department

SUBJECT: Appointment of Member to Serve on the City's Cultural Arts Commission.

RECOMMENDATION: That the Mayor, with the approval of the City Council, appoint Teodoro Lopez to the Cultural Arts Commission to represent District 1.

Please click the following link to view the required Measure M pre-recorded presentation video:<https://youtu.be/z3H-gsOW-v4>

Legislative Body: City Council

Contact: Shiri Klima, (805) 385-7487

2. Human Resources Department

SUBJECT: Amendments to City Manager and City Attorney Employment Agreements.

RECOMMENDATION: That the City Council:

1. Adopt a Resolution approving and authorizing the Mayor to execute the Second Amendment to the employment agreement (No. A-8087) between the City and City Manager Alexander Nguyen to 1) provide a salary increase of 12% (\$34,200), and 2) to extend the term of his contract by 5 years to July 8, 2029, with no built-in raises for the extension.
2. Adopt a Resolution approving and authorizing the Mayor to execute the Third Amendment to the employment agreement (No. A-7880) between the City and City Attorney Stephen Fischer to 1) provide a salary increase of 10% (\$24,853), 2) to extend the term of his contract by 4 years to July 8, 2027, subject to base salary increases for Executive Employees established by City Council resolution, and 3) modify severance upon termination from 6 month's salary paid monthly with benefits to 9 month's salary paid as a lump sum.
3. Adopt a Resolution of the City Council of the City of Oxnard amending Resolution No. 15,594 authorizing and approving classification and salary schedules pursuant to Chapter 4 of the City Personnel Rules and Regulations.

Legislative Body: City Council

Contact: Steve Naveau, (805) 385-7947

I. REVIEW OF INFORMATION/CONSENT AGENDA

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

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the June 21, 2022 regular meeting as presented.

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

2. Police Department

SUBJECT: Office of Traffic Safety STEP Grant.

RECOMMENDATION: That the City Council adopt a resolution authorizing:

1. The City Manager to apply for \$500,000 in grant funds from the State of California, Office of Traffic Safety (OTS), to be used for the FY 2022-2023 Selective Traffic Enforcement Program (S.T.E.P.);
2. The City Manager or designee to execute grant agreements and appropriate funds upon confirmation of grant award;
3. The Chief Financial Officer or designee to submit financial reports and grant claims and approve budget appropriations for use of OTS funds; and
4. The Chief of Police or designee to submit all program related progress or status reports.

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

3. Public Works Department

SUBJECT: Agreement A-8489 to JTEC Corporation for Community Center Park East Restroom Project, Specification No. PW 22-116.

RECOMMENDATION: That the City Council approve and authorize the following for a total of \$354,600 in Project funds for the Community Center Park East Restroom Project, Specification No. PW 22-116 (No. 185701):

1. The Mayor to execute Agreement A-8489 with JTEC Corporation in the amount of \$295,500 for the Project;
2. A Project contingency amount of \$29,550 for the Project; and
3. A Project allocation amount of \$29,550 for engineering, inspection, survey and project management for the Project.

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

4. Police Department

SUBJECT: Resolution Commending Robin Whitney for over Twenty-Seven Years of Outstanding Service to the City of Oxnard.

RECOMMENDATION: That the City Council adopt a resolution commending Robin Whitney for over Twenty-Seven Years of Service to the City of Oxnard Police Department.

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

5. Information Technology Department

SUBJECT: Infrastructure Investment and Jobs Act (IIJA) Grant Application.

RECOMMENDATION: That City Council adopt a resolution authorizing:

1. The submittal of a grant application to the Federal Emergency Management Agency (FEMA) for a \$500,000 grant funding, subject to use of City matching funds, through the Infrastructure Investment and Jobs Act (IIJA) for the purpose of investing in cybersecurity technology for systems used throughout the City;

2. The City Manager or Chief Information Officer, to execute all grant documents, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project for an amount not to exceed \$500,000 in State of California IIJA cybersecurity grant funds;

3. The Chief Financial Officer to submit financial reports and grant claims and approve special budget appropriations for use of grant funds; and

4. The Chief Information Officer to submit non-financial reports.

Please click the following link to view the required Measure M pre-recorded presentation video:

Legislative Body: City Council

Contact: Helen Miller, (805)385-7446

6. Public Works Department

SUBJECT: Response to Grand Jury Report titled, "Cybersecurity of Water Providers in Ventura County."

RECOMMENDATION: That the City Council shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the Council's control related to the Ventura County Grand Jury Report "Cybersecurity of Water Providers in Ventura County" dated June 6, 2022, and that the Mayor shall also comment on the findings and recommendations, through the form titled "Response to the Grand Jury Report Form."

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

7. Finance Department

SUBJECT: Approval of Four Annual Citywide Blanket Purchase Orders with amounts greater than \$200,000 each.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Blanket Purchase Orders with Amazon Business for \$300,000, Grainger, Inc. for \$250,000, Office Depot for \$225,000, and Tri-County Office Furniture for \$250,000, each utilizing competitively bid and awarded cooperative agreements for daily operations for a period of July 1, 2022, to June 30, 2023.

(Finance and Governance Committee approved 3-0.)

Legislative Body: City Council

Contact: Betsy George, (805) 200-5400

8. Human Resources Department

SUBJECT: Second Amendments to Gallagher Benefit Services Agreements for Recruitment, Classification and Market Study.

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute the Second Amendment to Agreement Number 9109-21-HR with Gallagher Benefit Services for services related to classification and market study for an increase of \$75,000 for a total contract amount not to exceed \$150,000 and extending the agreement to December 31, 2022; and

2. Approve and authorize the Mayor to execute the Second Amendment to Agreement Number 9338-21-HR with Gallagher Benefit Services for recruitment services for an increase of \$100,000 for a total contract amount not to exceed \$200,000 and extending the agreement to June 30, 2023.

Contact: Steve Naveau, (805) 385-7947

9. City Attorney Department

SUBJECT: Adoption of Single-use Foodware Accessories and Standard Condiments Ordinance No. 3017.

RECOMMENDATION: That the City Council adopt Ordinance No. 3017 titled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING ARTICLE XXIV TO CHAPTER 7 OF THE OXNARD CITY CODE IN COMPLIANCE WITH ASSEMBLY BILL NO. 1276, TO RESTRICT THE DISTRIBUTION OF SINGLE-USE FOODWARE ACCESSORIES AND STANDARD CONDIMENTS"

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

L. PUBLIC HEARINGS1. City Manager Department

SUBJECT: Successor Agency and Many Mansions Purchase and Sale Agreement for 538 Meta Street for \$1. (0/10/10)

RECOMMENDATION: That the Oxnard Community Development Commission Successor Agency adopt a Resolution titled "A Resolution of The Governing Board of The Oxnard Community Development Commission Successor Agency, Approving, and Recommending to The Ventura County Consolidated Oversight Board Approval of: (1) Entry By The Oxnard Community Development Commission Successor Agency Into a Proposed Purchase and Sale Agreement With Many Mansions; (2) A Grant Deed to Effectuate Said Purchase and Sale of Real

Property; (3) The Remittance of the Net Purchase Price Proceeds Received By the Oxnard Community Development Commission Successor Agency After Close of Escrow to The Ventura County Auditor-Controller For Disposition to Taxing Entities; and (4) Related Actions.”

That the City Council:

1. Conduct a public hearing and consider the Summary Report prepared pursuant to California Health and Safety Code section 33433; and
2. Adopt a Resolution titled “A Resolution Of The City Council Of The City Of Oxnard (1) Making Findings And Taking Action Pursuant To The Provisions Of California Health And Safety Code Sections 33431 And 33433; (2) Approving: (A) The Sale And Transfer Of Certain Real Property From The Oxnard Community Development Commission Successor Agency To Many Mansions; (B) Entry By The Oxnard Community Development Commission Successor Agency And Many Mansions Into A Proposed Purchase And Sale Agreement; and (C) A Grant Deed To Effectuate Said Purchase And Sale Of Real Property; and (3) Approving Related Actions.”

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/lrh1SWJ6S9A>

Legislative Body: City Council, Oxnard Community Development Commission Successor Agency  
Contact: Ashley Golden, (805) 385-7478

2. Community Development Department

SUBJECT: Utility Easement Vacation; Planning and Zoning (PZ) Permit No. 22-660-01- A Resolution to vacate a thirty-eight (38) foot wide utility easement, totaling approximately 33,409 square feet located at 2700 and 2750 North Ventura Road, Oxnard, CA 93033 (APN 132-0-100-095 & 132-0-100-085). (0/5/5)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing;
2. Find the project Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3); and
3. Adopt a Resolution to vacate its right, title and interest in a thirty-eight (38) foot wide utility easement, totaling approximately 33,409 square feet.
4. Authorize the Mayor to sign a Quitclaim Deed releasing City authority and/or rights to the access utility easement at such time that the appeal of the Fore Apartments project has been resolved in a manner that would allow the Fore Apartments project to move forward as proposed.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/6LanPFAEOoM>

Legislative Body: City Council

Contact: Vyto Adomaitis, (805) 385-7882

3. Community Development Department



SUBJECT: Subdivision of a 1.78 acre lot into two lots totaling 0.79 acre and 0.99 acre, located at 1600 Ives Avenue (APNs: 220-0-274-015, -025, -095). Filed by Hassan Amirsadeghi on behalf of the Philippine Center of Ventura County, property owner, 1600 Ives Avenue, Oxnard, California 93033. (0/5/5)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing;
2. Find the project to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15332 (Infill Development); and
3. Adopt a Resolution approving Planning and Zoning Permit No. 21-300-04 for a tentative parcel map, subject to certain findings and conditions.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/u2SFbTU7KR8>

Legislative Body: City Council

Contact: Vyto Adomaitis, (805) 385-7882

#### M. REPORTS

1. City Treasurer

SUBJECT: City Treasurer's Monthly Investment Report for the Period Ending June 30, 2022. (0/5/5)

RECOMMENDATION: That the City Council receive and file the report.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/h5xi2ity6QU>

Legislative Body: City Council

Contact: Phillip Molina, (805) 385-7808

2. Human Resources Department

SUBJECT: Memoranda of Understanding - Employee Bargaining Units. (0/10/5)

RECOMMENDATION: That the City Council of the City of Oxnard adopt the following Resolutions:

1. A Resolution of the City Council of the City of Oxnard approving the successor Memorandum of Understanding between the City of Oxnard and the International Union of Operating Engineers and authorizing the City Manager or designee to take the necessary administrative actions to implement the agreement,
2. A Resolution of the City Council of the City of Oxnard approving the successor Memorandum of Understanding between the City of Oxnard and the Service Employees International Union and authorizing the City Manager or designee to take the necessary administrative actions to implement the agreement,
3. A Resolution of the City Council of the City of Oxnard approving the successor Memorandum of Understanding between the City of Oxnard and the Oxnard Peace Officers Association and

authorizing the City Manager or designee to take the necessary administrative actions to implement the agreement,

4. A Resolution of the City Council of the City of Oxnard approving the benefits for the Executive and Unrepresented employees and authorizing the City Manager or designee to take the necessary administrative actions to implement the Resolution,

5. A Resolution of the City Council of the City of Oxnard amending Resolution number 15,594 authorizing and approving the classification and salary schedule pursuant to Chapter 4 of the City Personnel Rules and Regulations, and

6. A Resolution of the City Council of the City of Oxnard amending Resolution number 15,593 authorizing full time equivalent positions pursuant to Chapter 4 of the City Personnel Rules and Regulations.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/uRNXuzyY270>

Legislative Body: City Council

Contact: Steve Naveau, (805) 385-7947

3. Human Resources Department

SUBJECT: Memorandum of Understanding - Oxnard Mid-Managers Association. (0/10/5)

RECOMMENDATION: That the City Council of the City of Oxnard adopt the following resolutions:

1. A Resolution of the City Council of the City of Oxnard approving the successor Memorandum of Understanding between the City of Oxnard and the Oxnard Mid-Managers Association and authorizing the City Manager or designee to take the necessary administrative actions to implement the agreement,
2. A Resolution of the City Council of the City of Oxnard amending Resolution number 15,594 authorizing and approving the classification and salary schedule pursuant to Chapter 4 of the City Personnel Rules and Regulations, and
3. A Resolution of the City Council of the City of Oxnard amending Resolution number 15,593 authorizing full time equivalent positions pursuant to Chapter 4 of the City Personnel Rules and Regulations.

Please click the following link to view the required Measure M pre-recorded presentation video:

[https://youtu.be/NW7\\_cfE6Uxo](https://youtu.be/NW7_cfE6Uxo)

Legislative Body: City Council

Contact: Steve Naveau, (805) 385-7947

4. City Manager Department

SUBJECT: Reconsideration of Successor Agency and Oxnard Housing Authority Properties in the Meta Street Area. (0/10/10)

RECOMMENDATION: 1. That the Board of Commissioners of the Housing Authority of the City of Oxnard upholds their October 5, 2021, decision to enter into a Purchase and Sale Agreement with the Oxnard Community Development Commission Successor Agency for property located on 6th and 7th streets adjacent to Meta Street (APNs 201-0-213-140, 201-0-272-030, 201-0-272-020, and 201-0-213-130).

2. That the Oxnard Community Development Commission Successor Agency:

- i. Upholds their October 5, 2021, decision to enter into a Purchase and Sale Agreement with the Housing Authority of the City of Oxnard for property located on 6th and 7th streets adjacent to Meta Street (APNs 201-0-213-140, 201-0-272-030, 201-0-272-020, and 201-0-213-130);
- ii. If the October 5, 2021 decision is not upheld, provide direction to staff to return to Committee to consider the parcels as either:
  - a. “Exempt Surplus Land” subject to the agency’s use and transfer ownership to the City of Oxnard in exchange for the price identified on the Long Range Property Management Plan; or
  - b. “Surplus Land” subject to future affordable housing construction through the California Department of Housing and Community Development.
- iii. Provide direction to staff to return to Committee to consider two (2) Successor Agency-owned properties (APNs 201-0-272-170, 201-0-272-200) as either:
  - a. “Exempt Surplus Land” subject to the agency’s use and transfer ownership to the City of Oxnard in exchange for the price identified on the Long Range Property Management Plan; or
  - b. “Surplus Land” subject to future affordable housing construction through the California Department of Housing and Community Development.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/Mytm7lQgo10>

Legislative Body: City Council, Community Development Commission Successor Agency, and Oxnard Housing Authority

Contact: Ashley Golden, (805) 385-7478

5. City Manager Department

SUBJECT: Third Amendment with Kreative Core Technologies Corp (9431-21-FN) for ERP Project Management Services. (0/10/5)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Third Amendment to the Professional Services Agreement with Kreative Core Technologies Corp (9431-21-FN) in the amount of \$1,700,000 for a new not to exceed contract amount of \$2,600,000 and to extend the term to December 31, 2023, for Project Management Services related to the Enterprise Resource Planning (ERP) implementation.

(Finance and Governance Committee approved 3-0.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/5S9LoQCCfIY>

Legislative Body: City Council

Contact: Shiri Klima, (805) 385-7487

6. Public Works Department

SUBJECT: Agreement A-8487 with Unlimited Engineering Contracting Inc. for Thompson Park, Johnson Creek Park and Sierra Linda Park Improvements Project, Specification No. PW 22-100. (0/5/5)

RECOMMENDATION: That the City Council approve and authorize the following for a total of

\$1,021,068.00 in Project funds for the Thompson Park, Johnson Creek Park and Sierra Linda Park Improvements Project, Specification No. PW 22-100 (Project Nos. 215706 & 225704):

1. The Mayor to execute Agreement A-8487 with Unlimited Engineering Contracting Inc. in the amount of \$850,890 for the Project;
2. A Project contingency amount of \$85,089 for the Project; and
3. A Project allocation amount of \$85,089 for engineering, inspection, survey and project management for the Project.

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/-EflrM2BnPg>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

7. Public Works Department

SUBJECT: Additional Appropriations for Fiscal Year 2021-22 in the Golf Enterprise Fund. (0/10/5)

RECOMMENDATION: That the City Council approve and authorize the recognition of additional golf course revenues in the amount of \$1,197,450 and appropriate an amount not to exceed \$778,352 for FY 2021-22 in the Golf Enterprise Fund (651).

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/r9D2oaeKcjA>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

N. ADJOURNMENT



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

**DATE:** July 28, 2022

**TO:** City Council

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

**SUBJECT:** Reconsideration of Local Emergency and Ratification of Director Orders Regarding the Water Shortage Emergency and Mandatory Water Conservation Measures.

**RECOMMENDATION**

That the City Council :

1. Adopt a resolution confirming the need to continue the local emergency declared on May 17, 2022 due to water shortage emergency conditions;
2. Ratify director orders, if any, modifying mandatory water conservation measures; and
3. Authorize the Mayor and the Chair of the Public Works and Transportation Committee to sign letters to regional water agencies regarding drought related issues on the City Council's behalf.

**BACKGROUND**

On May 17, 2022, the City Council adopted a resolution proclaiming a local emergency due to water shortage emergency conditions, and adopted a resolution establishing new mandatory conservation measures.

On June 30, 2022, the City Council adopted a resolution ratifying an order issued by the Director of Emergency Services pertaining to the local emergency, and confirming the need to continue the local emergency pursuant to Government Code Section 8630(c).

By adopting the resolution attached to this staff report, the City Council would once again confirm the need to continue the local emergency. If Council adopts the resolution, staff will return to the Council within 60 days of adoption for reconsideration of the emergency.

Information related to the drought continues to change. Because of this, the City needs the ability to respond to these changes in a timely manner. The recommendation to allow the Mayor and Chair of the Public Works and Transportation Committee to sign letters related to the drought during the local emergency provides the City with the ability to do so.

At the time this agenda was posted, the Director of Emergency Services had not issued any director orders for Council ratification.

**STRATEGIC PRIORITIES**

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

**FINANCIAL IMPACT**

There is no financial impact.

#### **COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Michael Wolfe, Public Works Director*

#### **ATTACHMENTS**

1. Resolution Continuing Water Shortage Local Emergency\_ July 28\_2022

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD  
CONFIRMING THE NEED TO CONTINUE THE LOCAL EMERGENCY  
PURSUANT TO GOVERNMENT CODE SECTION 8630(C)**

WHEREAS, Government Code section 8630 and Chapter 6 of the Oxnard City Code (“OCC”) empower the City Manager of the City of Oxnard (“City”), acting in the capacity of the Director of Emergency Services, to request the City Council to proclaim the existence of a local emergency when drought conditions threaten the safety of persons or property within the City; and

WHEREAS, on May 17, 2022, the City Council proclaimed the existence of a local emergency due to drought conditions and lack of adequate water supply; and

WHEREAS, also on May 17, 2022, the City Council adopted Resolution 15,569 establishing new mandatory water conservation measures; and

WHEREAS, on June 30, 2022, the City Council adopted a resolution ratifying mandatory water conservation measures, and confirming the need to continue the local emergency declared on May 17, 2022; and

WHEREAS, pursuant to Government Code section 8630(c), the City Council must review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency; and

WHEREAS, the City Council has determined that that there is a need to continue the local emergency because the conditions that brought on the May 17, 2022 local emergency persist.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that the local emergency declared on May 17, 2022 due to drought conditions and lack of adequate water supply shall remain in effect.

PASSED AND ADOPTED THIS \_\_\_\_ day of \_\_\_\_\_ 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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John C. Zaragoza, Mayor

ATTEST:

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Rose Chaparro, City Clerk

APPROVED AS TO FORM:

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Stephen M. Fischer, City Attorney





**CITY COUNCIL AGENDA REPORT**  
**CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR**  
**AGENCY/FINANCING AUTHORITY**  
**BUSINESS/COMMITTEE REPORTS**  
**AGENDA ITEM NO. H.1**

**DATE:** July 28, 2022  
**TO:** City Council  
**FROM:** Shiri Klima, Deputy City Manager, (805) 385-7487, shiri.klima@oxnard.org  
**SUBJECT:** Appointment of Member to Serve on the City's Cultural Arts Commission.

**RECOMMENDATION**

That the Mayor, with the approval of the City Council, appoint Teodoro Lopez to the Cultural Arts Commission to represent District 1.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/z3H-gsOW-v4>

**BACKGROUND**

Oxnard City Code section 2-36 states that the Mayor, with the approval of the City Council, shall appoint the members of each Citizen Advisory Group (CAG). The process is outlined in that provision, including nomination by each Council Member congruent with his or her term in office.

**DISCUSSION**

The Cultural Arts Commission (CAC) advises on all matters related to cultural arts, including public art, in the City. The CAC is composed of seven members, all of whom must reside in the City and be at least eighteen years of age. For this purpose, Councilmember Perello nominates Teodoro Lopez, who has passed the City's formal background check procedures, to represent District 1.

Staff will return on a rolling basis with additional Council nominations to fill the remaining vacancies in the City's commissions, committees and boards.

**STRATEGIC PRIORITIES**

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

**FINANCIAL IMPACT**

There is no financial impact.

**COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Samantha Shapiro, Project Manager*

**ATTACHMENTS**

1. Cultural Arts Commission Appointment Presentation

# Appointment of Member to Serve on the City's Cultural Arts Commission

City Council

July 28, 2022

Samantha Shapiro, Project Manager



## RECOMMENDATION

2

That the Mayor, with the approval of the City Council, appoint Teodoro Lopez to the Cultural Arts Commission to represent District 1.

## CULTURAL ARTS COMMISSION

|              |                                                                                                                                    |
|--------------|------------------------------------------------------------------------------------------------------------------------------------|
| Function     | Advises on all matters related to cultural arts, including public art, in the City.                                                |
| Requirements | <ul style="list-style-type: none"><li>•7 members</li><li>•Resident of the City</li><li>•Must be at least 18 years of age</li></ul> |
| Nomination   | Councilmember Perello nominates Teodoro Lopez (D1)                                                                                 |



THE END



**CITY COUNCIL AGENDA REPORT**  
**CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR**  
**AGENCY/FINANCING AUTHORITY**  
**BUSINESS/COMMITTEE REPORTS**  
**AGENDA ITEM NO. H.2**

**DATE:** July 28, 2022

**TO:** City Council

**FROM:** Steve Naveau, Human Resources Director, (805) 385-7947, [steve.naveau@oxnard.org](mailto:steve.naveau@oxnard.org)

**SUBJECT:** Amendments to City Manager and City Attorney Employment Agreements.

**RECOMMENDATION**

That the City Council:

1. Adopt a Resolution approving and authorizing the Mayor to execute the Second Amendment to the employment agreement (No. A-8087) between the City and City Manager Alexander Nguyen to 1) provide a salary increase of 12% (\$34,200), and 2) to extend the term of his contract by 5 years to July 8, 2029, with no built-in raises for the extension.
2. Adopt a Resolution approving and authorizing the Mayor to execute the Third Amendment to the employment agreement (No. A-7880) between the City and City Attorney Stephen Fischer to 1) provide a salary increase of 10% (\$24,853), 2) to extend the term of his contract by 4 years to July 8, 2027, subject to base salary increases for Executive Employees established by City Council resolution, and 3) modify severance upon termination from 6 month's salary paid monthly with benefits to 9 month's salary paid as a lump sum.
3. Adopt a Resolution of the City Council of the City of Oxnard amending Resolution No. 15,594 authorizing and approving classification and salary schedules pursuant to Chapter 4 of the City Personnel Rules and Regulations.

**BACKGROUND**

On October 6, 2020 the City Council approved the First Amendment to the City Manager's employment agreement. That amendment made some minor adjustments to the original agreement and extended the contract through July 8, 2024. Mr. Nguyen did not request nor receive a raise over the last four years.

On October 6, 2020 the City Council approved the Second Amendment to the City Attorney's employment agreement. That amendment updated the reference in the original agreement to the Executive Employee resolution and extended the agreement through April 8, 2023. Mr. Fischer has not requested nor received a merit increase over the last five years.

**DISCUSSION**

The City Council recently completed City Manager Nguyen's 2022 performance evaluation. Mr. Nguyen has not received a salary increase since his original appointment as City Manager in 2018, due to the City's economic hardships at the time, which the City has recently overcome. In acknowledgement of his performance and leadership, the Council desires to provide Mr. Nguyen with a 12% increase to his base salary, and to extend Mr. Nguyen's employment agreement by an additional five (5) years, through July 8, 2029, with no built-in raises for the extension. This new amendment provides for a 12% raise and extends the expiration of the contract by five (5) years to a new date of July 8, 2029.

The City Council also recently completed City Attorney Fischer's 2022 performance evaluation. Mr. Fischer has received

minimum base salary increases for satisfactory performance as provided for Executive Employees by Council resolution (which brings his current salary to \$248,524), but has not received a merit increase since 2017. Based on performance and leadership, the Council desires to provide Mr. Fischer a 10% increase to his base salary, and to extend his employment agreement four years (4) years, through July 8, 2027, subject to base salary increases for Executive Employees established by City Council resolution. This new amendment provides for a 10% raise, extends the expiration of the contract by four (4) years to a new date of July 8, 2027, and revises the severance provision from six (6) month's salary payable monthly plus benefits to a cash payment of nine (9) month's salary.

## **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 increased cost for the City Manager's increase in base salary is approximately \$39,491.  
The increased cost for the City Attorney's increase in base salary is approximately \$33,265.

## **COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Steve Naveau, Human Resources Director*

## **ATTACHMENTS**

1. Alexander Nguyen's Proposed 2022 Resolution and Amendment
2. Alexander Nguyen's previous agreement and amendment
3. Stephen Fischer's Proposed 2022 Resolution and Amendment
4. Stephen Fischer's previous agreement and amendments
5. City Manager/ City Attorney Salary Resolution



CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING THE  
EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OXNARD AND ALEXANDER  
T. NGUYEN (AGREEMENT NO. A-8087)

WHEREAS, the Oxnard City Code provides for the retention of a City Manager by the City Council and establishes certain powers, duties, and guidelines with respect to the position of City Manager; and

WHEREAS, Mr. Nguyen has served as City Manager since July 9, 2018; and

WHEREAS, the City Council has conducted its annual evaluation of Mr. Nguyen's performance pursuant to Section 10 of Agreement No. A-8087; and

WHEREAS, Mr. Nguyen has not received a salary increase since his original appointment as City Manager due to economic hardships which the City has, with Mr. Nguyen's leadership, overcome and in acknowledgement of his leadership the Council desires to provide Mr. Nguyen with a 12% (\$34,200) increase to his base salary; and

WHEREAS, the City Council and Mr. Nguyen desire to extend the term of the employment agreement for an additional five years, without built-in raises.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to increase Mr. Nguyen's base rate of pay by 12%, and to extend the term of the Employment Agreement No. A-8087 to July 8, 2029 and to modify said Agreement as set forth in the Second Amendment attached hereto as Exhibit A.

PASSED AND ADOPTED this 28<sup>th</sup> day of July 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
John C. Zaragoza, Mayor

ATTEST:

\_\_\_\_\_  
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen Fischer, City Attorney

## EXHIBIT A

Agreement No. A-8087

### SECOND AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN CITY OF OXNARD AND ALEXANDER T. NGUYEN

This Second Amendment (“Second Amendment”) to the Employment Agreement between City of Oxnard and Alexander T. Nguyen (“Agreement”) is made and entered into in the County of Ventura, State of California, this 28<sup>th</sup> day of July, 2022, by and between the City of Oxnard, a municipal corporation (“City”), and Alexander T. Nguyen (“Nguyen”). This Second Amendment amends the Agreement entered into on June 19, 2018, by City and Nguyen. The Agreement was previously amended on October 6, 2020 by a First Amendment.

WHEREAS, following City Council’s evaluation of Nguyen’s performance pursuant to Section 10 of the Agreement, the City Council and Nguyen desire to extend the term of the Agreement and modify certain provisions of the Agreement.

NOW, THEREFORE, the City and Nguyen agree as follows:

1. In Section 1 of the Agreement, the date “July 8, 2024” is replaced with “July 8, 2029”.
2. In Section 5.A of the Agreement, the base annual salary of \$285,000 is increased to \$319,200 (three hundred nineteen thousand and two hundred dollars), effective August 6, 2022.
3. The first paragraph of Section 10 of the Agreement (“Regular Evaluation and Incentive Compensation”) is amended to read as follows:

“City agrees to conduct mandatory annual performance evaluations in the month of July each year, utilizing the evaluation tool attached hereto as Exhibit “A”, which shall be subject to modification upon mutual agreement of the parties. Said evaluation shall be private and confidential, and the results shall be summarized and discussed in closed session, to the extent permitted by law, or through some other mutually acceptable closed format. Both parties agree the primary purpose of the evaluation is to facilitate open and honest discussion, define goals and expectations, identify strengths and areas of weaknesses and areas of improvement, and to provide Nguyen the opportunity to take affirmative action to address weaknesses and areas needing improvement. Additional interim evaluations may be initiated by either party to maintain open communications regarding Nguyen’s performance. Should the Council fail to timely organize or otherwise hold the annual performance evaluation, for any reason at all, Nguyen will automatically be granted a 2% increase for that year.”

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

[Signatures on next page]

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

**CITY OF OXNARD**

**ALEXANDER T. NGUYEN**

\_\_\_\_\_  
John C. Zaragoza, Mayor                      Date

\_\_\_\_\_  
Alexander T. Nguyen                      Date

ATTEST:

\_\_\_\_\_  
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 15,390

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING THE  
EMPLOYMENT AGREEMENT BETWEEN CITY OF OXNARD AND ALEXANDER T.  
NGUYEN (AGREEMENT NO. A-8087)

WHEREAS, the Oxnard City Code provides for the retention of a City Manager by the  
City Council and establishes certain powers, duties, and guidelines with respect to the position of  
City Manager; and

WHEREAS, Mr. Nguyen has served as City Manager since July 9, 2018; and

WHEREAS, following the City Council's evaluation of Mr. Nguyen's performance  
pursuant to Section 10 of the Agreement No. A-8087, the City Council and Mr. Nguyen desire to  
extend the term of the current employment agreement and modify certain provisions of said  
Agreement.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to extend the term  
of Agreement No. A-8087 to July 8, 2024, and to modify said Agreement as set forth in the First  
Amendment attached hereto as Exhibit A, and hereby authorizes the Mayor to execute said First  
Amendment.

PASSED AND ADOPTED this 6<sup>th</sup> day of October, 2020, by the following vote:

YES: Councilmembers Basua, Flynn, Lopez, MacDonald, Madrigal, Perello and  
Ramirez.

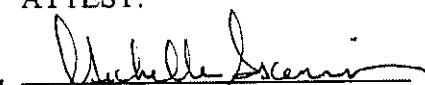
NOES: None.

ABSENT: None.

ABSTAIN: None.

  
Tim Flynn, Mayor

ATTEST:

  
Michelle Ascension, City Clerk

APPROVED AS TO FORM:

  
Stephen M. Fischer, City Attorney

**EXHIBIT A**

Agreement No. A-8087

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN CITY OF  
OXNARD AND ALEXANDER T. NGUYEN**

This First Amendment ("First Amendment") to the Employment Agreement between City of Oxnard and Alexander T. Nguyen ("Agreement") is made and entered into in the County of Ventura, State of California, this 6<sup>th</sup> day of October, 2020, by and between the City of Oxnard, a municipal corporation ("City"), and Alexander T. Nguyen ("Nguyen"). This First Amendment amends the Agreement entered into on June 19, 2018, by City and Nguyen, which Agreement became effective on July 9, 2018.

WHEREAS, following the City Council's evaluation of Nguyen's performance pursuant to Section 10 of the Agreement, the City Council and Nguyen desire to extend the term of the Agreement and modify certain provisions of the Agreement.

NOW, THEREFORE, City and Nguyen agree as follows:

1. In Section 1 of the Agreement, the date "July 8, 2021" is deleted and replaced with "July 8, 2024".
2. Subsection C of Section 5 of the Agreement is deleted.
3. The first sentence of Section 6 of the Agreement is amended to read as follows: "City agrees to pay to Nguyen, during the term of this Agreement and in addition to other salary and benefits herein provided, a biweekly automobile allowance in the amount of \$184.62 (\$4,800 per year) to be used to purchase, lease, or own, operate and maintain a vehicle."
4. Subsection A of Section 7 of the Agreement is amended to read as follows: "Nguyen shall accrue annual leave based on the annual leave schedule for Executive Employees established by City Council resolution."
5. Subsection C of Section 7 of the Agreement is amended to read as follows: "City agrees that Nguyen may redeem and convert annual leave during each year of the term of this Agreement subject to the conditions for use of annual leave by Executive Employees established by City Council resolution."
6. Subsection B of Section 15 of the Agreement is amended to read as follows: "Nguyen shall be entitled to a cash payment of compensation equal to nine (9) month's annual salary ("Severance Pay"), if Nguyen is terminated without cause. Notwithstanding the above, if Nguyen is terminated, the maximum Severance Pay that Nguyen may receive shall be an amount equal to Nguyen's monthly salary multiplied by the number of months left on the unexpired term of this Agreement, in accordance with Article 3.5 (commencing with Section 53260) of Chapter 2 of Part 1 of Division 2 of Title 5 of the California Government Code. Pursuant to California Government Code Section 53243.2, any lump severance payment paid to Nguyen under this paragraph shall be fully reimbursed by Nguyen to the City if Nguyen is convicted of a crime involving an abuse of his office or position, including as set forth in California Government Code Section 53243.4."



7. In Section 13 of the Agreement, the word "Attorney" is deleted and replaced with "Manager".

8. Subsection C of Section 15 of the Agreement is deleted and Subsection D of Section 15 is redesignated Subsection C.

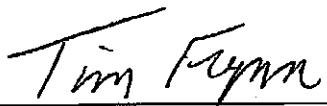
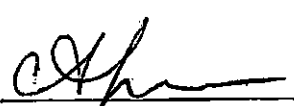
9. Section 18 of the Agreement is amended to read as follows: "In recognition of the need for the City Manager to be responsive to the Oxnard community and to be immediately available in case of emergencies, Nguyen agrees to maintain residence within the corporate boundaries of the City of Oxnard."

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

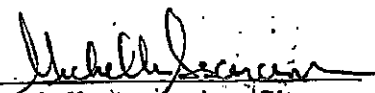
IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

**CITY OF OXNARD**

**ALEXANDER T. NGUYEN**

|                                                                                    |                                                                                     |
|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
|  |  |
| <input checked="" type="checkbox"/> Tim Flynn, Mayor <sup>1</sup>                  | Alexander T. Nguyen                                                                 |
| <u>10/7/20</u><br>Date                                                             | <u>10/07/2020</u><br>Date                                                           |

ATTEST:

|                                                                                     |                |
|-------------------------------------------------------------------------------------|----------------|
|  | <u>10/7/20</u> |
| Michelle Ascención, City Clerk (only if Mayor signs)                                | Date           |

APPROVED AS TO FORM:

|                                                                                     |                  |
|-------------------------------------------------------------------------------------|------------------|
|  | <u>10/7/2020</u> |
| Stephen M. Fischer City Attorney                                                    | Date             |

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

**EMPLOYMENT AGREEMENT BETWEEN CITY OF OXNARD AND  
ALEXANDER T. NGUYEN**

This Employment Agreement ("Agreement") is made and entered into in Ventura County, California by and between the City of Oxnard, California ("City") and Alexander T. Nguyen ("Nguyen") an individual who has education, training and experience in local government management.

WHEREAS, the Oxnard City Code provides for the appointment of a City Manager by the City Council, and establishes certain powers, duties, and guidelines with respect to the position of City Manager; and

WHEREAS, the City Council desires to employ Nguyen to serve as City Manager for the City; and

WHEREAS, the City Council desires to provide Nguyen with certain specified benefits and to establish certain terms and conditions of employment; and

WHEREAS, Nguyen represents that he possesses the qualifications, skills and experience to satisfactorily perform the duties of City Manager for the City.

NOW, THEREFORE, City and Nguyen agree as follows:

1. Term. The term of this Agreement shall be for an initial period of three (3) years from July 9, 2018 to July 8, 2021. This Agreement shall automatically be renewed on its anniversary date for two (2) one (1) year terms unless notice that the Agreement shall terminate is given at least three (3) months before the expiration date. If the Agreement is not renewed, all compensation, benefits and requirements of the Agreement shall remain in effect until the expiration of the term of the Agreement unless Nguyen voluntarily resigns.

2. Duties and Authority. City agrees to employ Nguyen as City Manager to perform the functions and duties specified in the Oxnard City Code and the California Government Code, and to perform other legally permissible and proper duties and functions (the "Services").

3. Exclusive Employment by City. The employment provided for by this Agreement shall be Nguyen's sole employment. Recognizing that certain outside teaching opportunities provide indirect benefits to City and the community, Nguyen may elect, with the prior written approval of the City Council, to accept limited teaching opportunities with the understanding that such arrangements may not constitute interference with or a conflict of interest with his responsibilities under this Agreement.

4. Compliance with Laws. Nguyen shall perform the Services in accordance with all laws, ordinances and regulations applicable to the Services.



5. Compensation.

- A. City agrees to compensate Nguyen for the Services at a base annual salary of Two Hundred Eighty-Five Thousand Dollars (\$285,000).
- B. City agrees to pay Nguyen his base salary in twenty-six bi-weekly installments.
- C. City agrees to pay Nguyen a one-time payment of Five Thousand Dollars (\$5,000) as an incentive to work and live in the City of Oxnard, and Two Thousand Dollars (\$2,000) for apartment rental in Oxnard for up to 4 months to compensate for the anticipated time it will take for Nguyen to sell his current residence and purchase one in Oxnard.

6. Automobile Allowance. City agrees to pay to Nguyen, during the term of this Agreement and in addition to other salary and benefits herein provided, a biweekly automobile allowance in the amount of \$184.62 (\$4,800 per year) as provided in Section III.M of Oxnard City Council Resolution No. 15,039, as such Resolution may be amended ("Resolution No. 15,039") to be used to purchase, lease, or own, operate and maintain a vehicle. Nguyen shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. City shall reimburse Nguyen at the IRS standard mileage rate for any business use of the vehicle beyond the greater Oxnard area. For purposes of this paragraph, use of the vehicle within the greater Oxnard area is defined as travel to locations within a 75-mile radius of Oxnard City Hall.

7. Annual and Administrative Leave.

- A. Nguyen shall accrue annual leave based on the schedule for unrepresented Executive Employees set for in Section VII.A.i. of Resolution No. 15,039 which is 186.16 hours per year of which 60 hours will be made immediately available for use upon assumption of office.
- B. On the effective date of this Agreement and at the start of each fiscal year, Nguyen shall be credited with eighty (80) hours of administrative leave.
- C. City agrees that Nguyen may redeem and convert annual leave during each year of the term of this Agreement subject to the conditions for use of annual leave by Unrepresented Executive Employees set forth in Resolution No. 15,039.

8. Retirement.

- A. During the term of this Agreement, City agrees that Nguyen shall be enrolled as a "Classic Employee" in the California Public Employees Retirement System (PERS) 2% at 55 Plan. Nguyen shall pay the total 7%



"Employee's share," and City shall pay 100% of "Employer's share" of PERS contributions on behalf of Nguyen.

- B. City shall permit Nguyen to participate in any City-sponsored deferred compensation program and 401(a) Plan, and City shall match Nguyen's contribution to such deferred compensation program and 401(a) Plan up to three percent (3%) of Nguyen's base salary.

9. Management Benefits. Except as otherwise provided in this Agreement, Nguyen shall be entitled to the benefits and rights afforded Unrepresented Executive Employees of City, including but not limited to holiday leave pay, bereavement leave, annual leave redemption upon separation from service, cafeteria plan, life, dental, and long-term disability insurance benefits, workers' compensation, any other insurance benefits, and participation in the City-sponsored management and confidential employee wellness program.

10. Regular Evaluations and Incentive Compensation. City agrees to conduct a mandatory annual performance evaluation beginning in July of 2019, utilizing the evaluation tool attached hereto as Exhibit "A", which shall be subject to modification upon mutual agreement of the parties. Said evaluation shall be private and confidential, and the results shall be summarized and discussed in closed session, to the extent permitted by law, or through some other mutually acceptable closed format. Both parties agree the primary purpose of the evaluation is to facilitate open and honest discussion, define goals and expectations, identify strengths and areas of improvement, and to provide Nguyen the opportunity to take affirmative action to address weaknesses and areas needing improvement. Additional interim evaluations may be initiated by either party to maintain open communications regarding Nguyen's performance. The City Council may grant only one merit increase per fiscal year, capped at 2%, provided that such compensation shall be approved by City Council by resolution in open session. Should the Council fail to timely organize or otherwise hold the annual performance evaluation, for any reason at all, Nguyen will automatically be granted a 2% increase for that year.

The evaluation tool shall comprise specific criteria developed jointly by the City Council and Nguyen. Such criteria may be added or deleted as the City Council may from time to time determine needed changes, in consultation with Nguyen, provided, however, that such criteria shall be established within the limits of the resources made available to Nguyen for accomplishment of the identified goals and objectives. City agrees that it will act in good faith to assure that Nguyen has available those resources reasonably necessary to achieve compliance of identified goals and objectives within the anticipated timeframes. In giving effect to the provisions of this paragraph, the City Council and Nguyen mutually agree to act in good faith and abide by all provisions of applicable law.

11. Other Terms and Conditions of Employment. The City Council, only upon agreement with Nguyen, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Nguyen, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Oxnard City Code, or any other law.

- 12. Reimbursement of Professional Expenses.

- A. In its discretion, City shall budget for and pay travel and subsistence expenses of Nguyen for professional and official travel, meetings, courses, institutes and seminars to continue his professional development and to adequately pursue necessary official and other functions on behalf of the City, including but not limited to, the annual conference of the League of California Cities, the California City Management Foundation ("CCMF"), and such other regional, state, and local governmental groups and committees.
  - B. City acknowledges the value of having Nguyen, at City's discretion, participate and be directly involved in local or regional clubs, associations and organizations necessary and desirable for Nguyen's continued professional participation, growth and advancement, and for the good of the City. Accordingly, City may, at its discretion, pay for the reasonable membership fees and/or dues to enable Nguyen to become an active member in local civic clubs or organizations, provided however that City shall pay Nguyen's professional dues and subscriptions to the CCMF.
13. Indemnity. The City shall provide Nguyen the defenses and indemnities as provided by Government Code Section 825 and any related provision of the California Government Code related to indemnification of public employees for those claims or actions arising out of an act or omission occurring within the scope of his employment as the City Attorney. This covenant shall survive the termination of this Agreement.
14. Leave of Absence with Pay. City may order Nguyen on a leave of absence, not to exceed 90 working days, with full pay and benefits at any time during the term of this Agreement by action of a majority of the City Council.
15. Termination by City.
- A. The City Council may terminate this Agreement at any time for any reason or no reason by providing written notice to Nguyen of the City Council's decision, provided that City Council shall take no action to terminate Nguyen's services within ninety (90) days after the seating of a new member(s) following any change in membership of the City Council. Such termination shall be effective as of the date stated in the written notice.
  - B. Nguyen shall be entitled to a cash payment of compensation equal to one year's annual salary ("Severance Pay"), if Nguyen is terminated without cause within one year of the execution of this Agreement. If Nguyen is terminated without cause within the second year following the execution of this Agreement, he shall be entitled to Severance Pay of nine (9) month's annual salary. If Nguyen is terminated without cause following two years from the execution of this Agreement, City

agrees to continue to pay Nguyen his base salary and to provide Nguyen his Unrepresented Executive Employee benefits, specified in paragraphs 7, 8, and 9 herein for a period of one hundred and eighty (180) days from the date of the notice of termination or until Nguyen is employed in another position, whichever event occurs first (salary continuation period). During this one hundred and eighty (180) day period, at City Council's sole discretion, Nguyen shall continue to perform the Services or Nguyen may be placed on leave of absence from his position. During such leave of absence, Nguyen shall not engage in outside employment.

- C.
  - (1) In the event that Nguyen secures and is compensated for other employment with a greater base salary within the salary continuation period set forth in subparagraph B, City's obligation for any payments to Nguyen shall cease as of the date Nguyen begins such other employment.
  - (2) If, however, Nguyen secures and is compensated for other employment with a lower base salary within the salary continuation period set forth in subparagraph B, City agrees that as of the date Nguyen begins such other employment, City shall be obligated to pay to Nguyen the difference between Nguyen's base salary at that time as established by this Agreement and the base salary paid to Nguyen from the other employment during any period remaining of the salary continuation period specified in subparagraph B.
  - (3) Notwithstanding the above, if Nguyen is terminated, the maximum Severance Pay that Nguyen may receive shall be an amount equal to Nguyen's monthly salary multiplied by the number of months left on the unexpired term of this Agreement, in accordance with Article 3.5 (commencing with Section 53260) of Chapter 2 of Part 1 of Division 2 of Title 5 of the California Government Code. Pursuant to California Government Code Section 53243.2, any lump severance payment paid to Nguyen under this paragraph shall be fully reimbursed by Nguyen to the City if Nguyen is convicted of a crime involving an abuse of his office or position, including as set forth in California Government Code Section 53243.4.
- D. In the event City terminates this Agreement because of an illegal act or an act involving moral turpitude or misconduct by Nguyen, City shall have no obligation to pay the amount set forth in subparagraph B above.

16. Resignation. In consideration of the provisions of paragraph 15 of this Agreement, Nguyen agrees to provide City with ninety (90) days advance written notice of his voluntary resignation unless such notice is waived by the City.

17. Notices. Any notices to City may be delivered personally or by mail addressed to City Clerk, City of Oxnard, 300 West Third Street, Oxnard, California 93030. Any notice to Nguyen may be delivered personally or by mail addressed to Alexander T. Nguyen, City Manager, 300 West Third Street, Oxnard, California 93030.

18. Residency. In recognition of the need for the City Manager to be responsive to the Oxnard community and to be immediately available in case of emergencies, Nguyen agrees to maintain residence within the corporate boundaries of the City of Oxnard, in consideration for which the City has provided the additional compensation set forth in paragraph 5.C of this Agreement to facilitate relocation to the City of Oxnard.

19. Bonding. City shall bear the full cost of any fidelity or other bonds required of the Nguyen under any law or ordinance.

20. Ethics. For all City matters, Nguyen shall adhere to and be bound by the most current International City/County Management Association ("ICMA") Code of Ethics with Guidelines. The City Council shall not request Nguyen to deviate from the ICMA Code of Ethics with Guidelines.

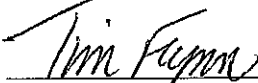
21. General Provisions.

- A. Integration. City and Nguyen agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written. The parties by mutual written agreement may amend any provisions of this Agreement during the term of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- B. Binding Effect. This Agreement shall be binding on the City and Nguyen as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. Effective Date. This Agreement shall become effective on July 9, 2018.
- D. Severability. The invalidity or partial invalidity of a portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

- E. Ownership of Materials. All of Nguyen's writings, reports and other documentation generated as the result of the Services are and shall be the property of the City, and upon termination of this Agreement, Nguyen agrees to deliver to City all such materials.
- F. Non-Assignment. This Agreement is for professional and unique services of Nguyen, which are personal to the City. This Agreement is not transferable or assignable by Nguyen.
- G. Governing Law. This Agreement and the rights and obligations of the parties shall be governed and interpreted in accordance with the laws of the State of California.

CITY OF OXNARD

ALEXANDER T. NGUYEN

 6/19/18  
\_\_\_\_\_  
Tim Flynn, Mayor

\_\_\_\_\_  
Alexander T. Nguyen

ATTEST:

  
\_\_\_\_\_  
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

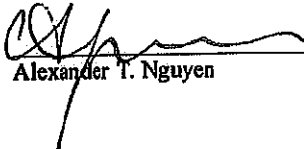
\_\_\_\_\_  
Stephen M. Fischer, City Attorney

- E. Ownership of Materials. All of Nguyen's writings, reports and other documentation generated as the result of the Services are and shall be the property of the City, and upon termination of this Agreement, Nguyen agrees to deliver to City all such materials.
- F. Non-Assignment. This Agreement is for professional and unique services of Nguyen, which are personal to the City. This Agreement is not transferable or assignable by Nguyen.
- G. Governing Law. This Agreement and the rights and obligations of the parties shall be governed and interpreted in accordance with the laws of the State of California.

CITY OF OXNARD

ALEXANDER T. NGUYEN

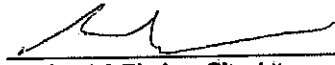
\_\_\_\_\_  
Tim Flynn, Mayor

  
\_\_\_\_\_  
Alexander T. Nguyen

ATTEST:

\_\_\_\_\_  
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING THE  
AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN CITY OF OXNARD  
AND STEPHEN M. FISCHER (AGREEMENT NO. A-7880)

WHEREAS, the Oxnard City Code provides for the retention of a City Attorney by the City Council and establishes certain powers, duties, and guidelines with respect to the position of City Attorney; and

WHEREAS, Mr. Fischer has served as City Attorney since April 5, 2016; and

WHEREAS, following City Council's evaluation of Mr. Fischer's performance pursuant to Section 10 of Agreement No. A-7880, the City Council and Mr. Fischer desire to extend the term of the employment agreement and modify certain provisions of said Agreement; and

WHEREAS, Mr. Fischer has not received a merit increase since 2017, and in recognition of Mr. Fischer's performance and leadership as City Attorney, the City Council desires to provide Mr. Fischer with a 10% increase to his base salary and modify the severance upon termination provision of Agreement No. A-7880.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to extend the term of Agreement No. A-7880 to July 8, 2027, to modify said Agreement as set forth in the Third Amendment attached hereto as Exhibit A, increase Mr. Fischer's base rate of pay by 10%, and authorize the Mayor to execute said Third Amendment.

PASSED AND ADOPTED this 28<sup>th</sup> day of July 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
John C. Zaragoza, Mayor

ATTEST:

\_\_\_\_\_  
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth Rozell, Chief Assistant City Attorney

## EXHIBIT A

Agreement No. A-7880

### THIRD AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN CITY OF OXNARD AND STEPHEN M. FISCHER

This Third Amendment ("Third Amendment") to the Amended and Restated Employment Agreement between City of Oxnard and Stephen M. Fischer ("Agreement") is made and entered into in the County of Ventura, State of California, this 28<sup>th</sup> day of July, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Stephen M. Fischer ("Fischer"). This Third Amendment amends the Agreement entered into on April 5, 2016, which was amended and restated on September 26, 2017, by City and Fischer. The Agreement was previously amended on April 16, 2019, by a First Amendment and on October 6, 2020, by a Second Amendment.

WHEREAS, following City Council's evaluation of Fischer's performance pursuant to Section 10 of the Agreement, the City Council and Fischer desire to extend the term of the Agreement and modify certain provisions of the Agreement.

NOW, THEREFORE, the City and Fischer agree as follows:

1. In Section 1 of the Agreement, the date "April 8, 2023," is replaced with "July 8, 2027."

2. Subsection A of Section 5 of the Agreement is amended to read as follows:

"City agrees to compensate Fischer for his services at a base annual salary of \$273,377 (two hundred seventy-three thousand three hundred seventy-seven dollars) effective August 6, 2022, subject to base salary increases for Executive Employees established by City Council resolution."

3. Section 15 of the Agreement is amended to delete subsections B. and C. thereto, and adding a new subsection B to read as follows:

"B. Fischer shall be entitled to a cash payment of compensation equal to nine (9) month's annual salary ("Severance Pay"), if Fischer is terminated without cause. Notwithstanding the above, if Fischer is terminated, the maximum Severance Pay that Fischer may receive shall be an amount equal to Fischer's monthly salary multiplied by the number of months left on the unexpired term of this Agreement, in accordance with Article 3.5 (commencing with Section 53260) of Chapter 2 of Part 1 of Division 2 of Title 5 of the California Government Code. Pursuant to California Government Code Section 53243.2, any Severance Pay paid to Fischer under this paragraph shall be fully reimbursed by Fischer to the City if Fischer is convicted of a crime involving an abuse of his office or position, including as set forth in California Government Code Section 53243.4."

4. Subsection D of Section 15 is redesignated subsection C.

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

[Signatures on next page]



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

CITY OF OXNARD

**STEPHEN M. FISCHER**

---

John C. Zaragoza, Mayor
Date

---

Stephen M. Fischer
Date

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Kenneth Rozell, Chief Assistant City Attorney

## EXHIBIT A

Agreement No. A-7880

### **SECOND AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN CITY OF OXNARD AND STEPHEN M. FISCHER**

This Second Amendment ("Second Amendment") to the Amended and Restated Employment Agreement between City of Oxnard and Stephen M. Fischer ("Agreement") is made and entered into in the County of Ventura, State of California, this 6<sup>th</sup> day of October, 2020, by and between the City of Oxnard, a municipal corporation ("City"), and Stephen M. Fischer ("Fischer"). This Second Amendment amends the Agreement entered into on September 26, 2017, by City and Fischer. The Agreement was previously amended on April 16, 2019 by a First Amendment.

WHEREAS, the City Council appointed Fischer as City Attorney on April 5, 2016, and entered into an Employment Agreement with Fischer effective April 9, 2016 ("First Employment Agreement"), which First Employment Agreement was replaced in its entirety by the Agreement; and

WHEREAS, following the City Council's evaluation of Fischer's performance pursuant to Section 10 of the Agreement, the City Council and Fischer desire to extend the term of the Agreement and modify certain provisions of the Agreement.

NOW, THEREFORE, City and Fischer agree as follows:

1. In Section 1 of the Agreement, the date "April 08, 2021" is deleted and replaced with "April 08, 2023".
2. Subsection A of Section 5 of the Agreement is amended to read as follows:  
"City agrees to compensate Fischer for his services at a base salary of \$215,250 per year effective July 1, 2017, subject to base salary increases for Executive Employees established by City Council resolution."
3. Subsection A of Section 7 of the Agreement is amended to read as follows:  
"Fischer shall accrue annual leave based on the annual leave schedule for Executive Employees established by City Council resolution."
4. Subsection C of Section 7 of the Agreement is amended to read as follows:  
"City agrees that Fischer may redeem and convert annual leave or reserve leave during each year of the term of this Agreement subject to the conditions for use of annual leave by Executive Employees established by City Council resolution."
5. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

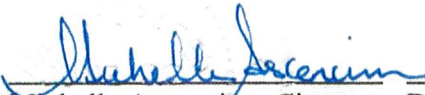
CITY OF OXNARD

STEPHEN M. FISCHER

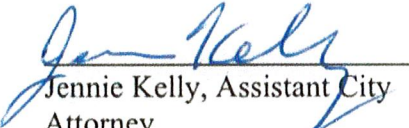
  
☒ Tim Flynn, Mayor<sup>1</sup>      10/6/20  
Date

  
Stephen M. Fischer      10/1/2020  
Date

ATTEST:

  
Michelle Ascencion, City      10/6/20  
Clerk (only if Mayor signs)      Date

APPROVED AS TO FORM:

  
Jennie Kelly, Assistant City      10-1-20  
Attorney      Date

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

**Exhibit A**

**FIRST AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT  
AGREEMENT BETWEEN CITY OF OXNARD AND STEPHEN M. FISCHER**

This First Amendment ("First Amendment") to the Amended and Restated Employment Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 16<sup>th</sup> day of April, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and Stephen M. Fischer ("Fischer"). This First Amendment amends the Agreement entered into on September 26, 2017, by City and Fischer.

WHEREAS, the City Council appointed Fischer as City Attorney on April 5, 2016, and entered into an Employment Agreement with Fischer effective April 9, 2016 ("First Employment Agreement"), which First Employment Agreement was replaced in its entirety by the Agreement; and

WHEREAS, following the City Council's evaluation of Fischer's performance pursuant to Section 10 of the Agreement, the City Council and Fischer desire to extend the term of the Agreement.

NOW, THEREFORE, City and Fischer agree as follows:

1. In Section 1 of the Agreement, the date "April 08, 2020" is deleted and replaced with "April 08, 2021".
2. As so amended, the Agreement remains in full force and effect.

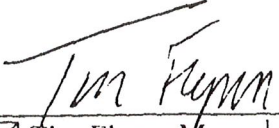
[Signatures on next page]

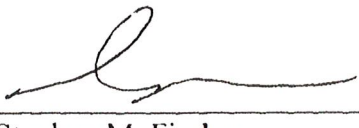


IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

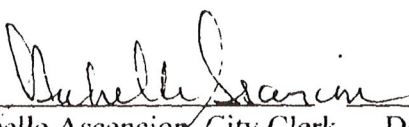
**CITY OF OXNARD**

**STEPHEN M. FISCHER**

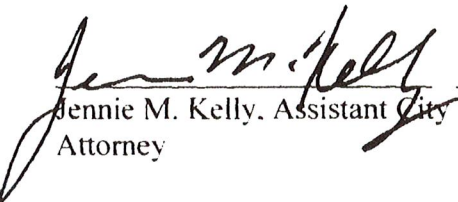
  
☒ Tim Flynn, Mayor<sup>1</sup>      4/16/19  
Date

  
Stephen M. Fischer      4/17/19  
Date

ATTEST:

  
Michelle Ascencion, City Clerk      4/17/19  
Date

APPROVED AS TO FORM:

  
Jennie M. Kelly, Assistant City Attorney      4-15-19  
Date

---

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

**AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN  
CITY OF OXNARD AND STEPHEN M. FISCHER**

This Amended and Restated Employment Agreement ("Agreement") is made and entered into in Ventura County, California by and between the City of Oxnard, California ("City") and Stephen M. Fischer ("Fischer").

WHEREAS, the Oxnard City Code provides for the retention of a City Attorney by the City Council and establishes certain powers, duties and guidelines with respect to the position of City Attorney; and

WHEREAS, Fischer has served as Assistant City Attorney since February 17, 2009; and

WHEREAS, Fischer has served as Interim City Attorney since July 12, 2013; and

WHEREAS, the City Council appointed Fischer as City Attorney on April 5, 2016, and entered into an Employment Agreement with Fischer effective April 9, 2016 ("First Employment Agreement"); and

WHEREAS, following the City Council's evaluation of Fischer's performance pursuant to Section 10 of the First Employment Agreement, the City Council and Fischer desire to enter into this Amended and Restated Employment Agreement to establish the terms of Fischer's continued employment relationship with City and to replace in its entirety the First Employment Agreement.

NOW, THEREFORE, City and Fischer agree as follows:

1. Term. The term of this Agreement shall begin effective September 26, 2017, and shall expire on April 08, 2020.
2. Scope of Services. The City Council appoints Fischer to serve as City Attorney. Fischer agrees to provide City with the legal services, advice, assistance, and management skills as may be required of the City Attorney by City Council, and to perform the functions and duties specified for the City Attorney in the Oxnard City Code.
3. Exclusive Employment by City. The employment provided for by this Agreement shall be Fischer's sole employment. Recognizing that certain outside teaching opportunities provide indirect benefits to City and the community, Fischer may elect, with the prior written approval of the City Council, to accept limited teaching opportunities with the understanding that such arrangements may not constitute interference with or a conflict of interest with his responsibilities under this Agreement.
4. Compliance with Laws. Fischer shall perform these services in accordance with all laws, ordinances and regulations applicable to these services.
5. Compensation.

- A. City agrees to compensate Fischer for his services at a base salary of \$215,250 per year effective July 1, 2017, subject to the base salary increases for Unrepresented Executive Employees set forth in Section III.A.ii-v. of Resolution No 15.039.
- B. City agrees to pay Fischer his base salary in twenty-six bi-weekly installments.

6. Vehicle Allowance. City agrees to pay to Fischer, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of four thousand two hundred dollars (\$4,200) per year, payable in equal installments each pay period, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. Fischer shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. City shall reimburse Fischer at the IRS standard mileage rate for any business use of the vehicle beyond the greater Oxnard area. For purposes of this Section, use of the vehicle within the greater Oxnard area is defined as travel to locations within a 75-mile radius of the Oxnard City Hall.

7. Annual and Administrative Leave.

- A. Fischer shall accrue annual leave based on the schedule for Unrepresented Executive Employees set forth in Section VII.A.i. of Resolution No 15.039.
- B. Fischer shall at the start of each fiscal year be credited with eighty (80) hours of administrative leave.
- C. City agrees that Fischer may redeem and convert annual leave or reserve leave during each year of the term of this Agreement subject to the conditions for use of annual leave by Unrepresented Executive Employees set forth in Resolution No 15.039.

8. Retirement.

- A. During the term of this Agreement, City agrees that Fischer shall continue to be enrolled in the California Public Employees (PERS) Retirement System 2% at 55 Plan. Fischer shall pay five percent (5%) of PERSable wages toward the PERS employee contribution rate with the City paying the remaining two percent (2%) for a total of seven percent (7%). Effective the first full pay period following July 1, 2019, Fischer shall commence paying the full seven percent (7%) of PERSable wages toward the PERS employee contribution rate. The City shall continue to pay 100% of "Employer's share" of PERS contributions on behalf of Fischer.
- B. Fischer shall also continue to participate in the Public Agency Retirement



System ("PARS") Supplemental Retirement Plan. Fischer shall contribute 5% of base salary and City shall contribute the remaining 3%.

- C. City shall permit Fischer to participate in any City-sponsored deferred compensation program and 401(a) Plan, and City shall match Fischer's contribution to such deferred compensation program and 401(a) Plan up to three percent (3%) of Fischer's base salary.

- 9. Management Benefits. Fischer shall be entitled to the benefits and rights afforded Unrepresented Executive Employees of City, including but not limited to holiday leave pay, bereavement leave, annual leave redemption upon separation from service, cafeteria plan, life, dental, and long-term disability insurance benefits, workers' compensation, any other insurance benefits, and participation in the City-sponsored management and confidential employee wellness program.

10. Regular Evaluations and Incentive Compensation. City agrees to conduct an evaluation of Fischer's performance on a regular basis. The evaluation shall be in accordance with criteria developed jointly by City Council and Fischer. City Council shall provide Fischer, upon request, with a summary written statement of the evaluation of the City Council and provide an adequate opportunity for Fischer to discuss his evaluation with City Council. City Council shall, in its sole discretion, grant one-time or ongoing increases to Fischer's base compensation at the time of such evaluation, provided that such compensation shall be approved by City Council by resolution in open session.

11. Other Terms and Conditions of Employment. The City Council, only upon agreement with Fischer, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Fischer, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Oxnard City Code, or any other law.

12. Reimbursement of Professional Expenses.

- A. City agrees to budget and to pay for the professional dues and subscriptions of Fischer necessary for his participation in national, state and local bar associations and other professional organizations related to performance of Fischer's duties as City Attorney.
- B. City agrees to budget for and to pay reasonable expenses of Fischer to attend professional meetings to pursue necessary functions related to his work for the City, including but not limited to the League of California Cities and such other national, state and local government-related associations and organizations.
- C. City also agrees to budget for and to pay reasonable expenses of Fischer for courses, institutes and seminars related to the performance of his duties as City Attorney.



13. Indemnity. The City shall provide Fischer the defenses and indemnities as provided by Government Code Section 825 and any related provision of the California Government Code related to indemnification of public employees for those claims or actions arising out of an act or omission occurring within the scope of his employment as the City Attorney. This covenant shall survive the termination of this Agreement.

14. Leave of Absence with Pay. City may order Fischer on a leave of absence, not to exceed 90 working days, with full pay and benefits at any time during the term of this Agreement by action of a majority of the City Council.

15. Termination by City.

- A. The City Council may terminate this Agreement at any time for any reason or no reason by providing written notice to Fischer of the City Council's decision. Such termination shall be effective as of the date stated in the written notice.
- B. In the event of termination under this paragraph by the City Council, and except as provided in subsection D. below, City agrees to continue to pay Fischer his base salary and to provide Fischer his Unrepresented Executive Employee benefits, specified in paragraphs 7, 8, and 9 herein for a period of one hundred and fifty (150) days from the date of the notice of termination or until Fischer is employed in another position, whichever event occurs first (salary continuation period). During this one hundred and fifty (150) day period, at City Council's sole discretion, Fischer shall continue to perform the functions and duties of the position of City Attorney or Fischer may be placed on leave of absence from his position. During such leave of absence, Fischer shall not engage in outside employment. The salary continuation period specified above shall increase to one hundred and eighty (180) days on April 09, 2018.
- C.
  - (1) In the event that Fischer secures and is compensated for other employment with a greater base salary within the salary continuation period set forth in subparagraph B, City's obligation for any payments to Fischer shall cease as of the date Fischer begins such other employment.
  - (2) If, however, Fischer secures and is compensated for other employment with a lower base salary within the salary continuation period set forth in subparagraph B, City agrees that as of the date Fischer begins such other employment, City shall be obligated to pay to Fischer the difference between Fischer's base salary at that time as established by this Agreement and the base salary paid to Fischer from the other employment during

any period remaining of the salary continuation period specified in subparagraph B.

- (3) The payments pursuant to this section shall not exceed the amounts determined pursuant to Article 3.5 (commencing with Section 53260) of Chapter 2 of Part 1 of Division 2 of Title 5 of the California Government Code. Pursuant to California Government Code Section 53243.2, any lump severance payment paid to Fischer under this section shall be fully reimbursed by Fischer to the City if Fischer is convicted of a crime involving an abuse of his office or position, including as set forth in California Government Code Section 53243.4.

D. In the event City terminates this Agreement because of an illegal act or an act involving moral turpitude or misconduct by Fischer, City shall have no obligation to pay the amount set forth in subparagraph B above.

16. Termination by Fischer. In consideration of the provisions of paragraph 15 of this Agreement, Fischer agrees to provide City with ninety (90) days advance written notice of his voluntary resignation unless such notice is waived by the City.

17. Ownership of Materials. Upon termination of this Agreement, Fischer agrees to deliver to City all materials and documents belonging to City.

18. Notices. Any notices to City may be delivered personally or by mail addressed to City Manager, City of Oxnard, 300 West Third Street, Oxnard, California 93030. Any notice to Fischer may be delivered personally or by mail addressed to Stephen Fischer, 305 West Third Street, Suite 100E, Oxnard, California 93030.

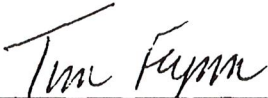
19. Amendment. This Agreement may be amended only in writing signed by both City and Fischer.

20. General Provisions.

- A. Integration. City and Fischer agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written. The parties by mutual written agreement may amend any provisions of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- B. Binding Effect. This Agreement shall be binding on the City and Fischer as well as their heirs, assigns, executors, personal representatives and successors in interest.

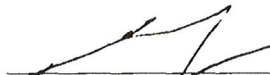
- C. Effective Date. This Agreement shall become effective on September 17, 2017.
- D. Severability. The invalidity or partial invalidity of a portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.
- E. Ownership of Materials. All of Fischer's writings, reports and other documentation generated as the result of this Agreement are and shall be the property of the City.
- F. Non-Assignment. This Agreement is for professional and unique services of Fischer, which are personal to the City. This Agreement is not transferable or assignable by Fischer.
- G. Governing Law. This Agreement and the rights and obligations of the parties shall be governed and interpreted in accordance with the laws of the State of California.

CITY OF OXNARD

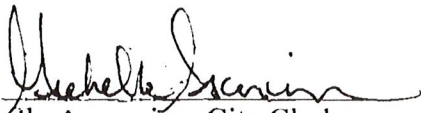


Tim Flynn, Mayor

STEPHEN M. FISCHER

  
Stephen M. Fischer

ATTEST:



Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

  
Jefferson Billingsley, Assistant City Attorney



## EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into in Ventura County, California by and between the City of Oxnard, California ("City") and Stephen M. Fischer ("Fischer").

WHEREAS, the Oxnard City Code provides for the retention of a City Attorney by the City Council and establishes certain powers, duties and guidelines with respect to the position of City Attorney; and

WHEREAS, Fischer has served as Assistant City Attorney since February 17, 2009; and

WHEREAS, Fischer has served as Interim City Attorney since July 12, 2013; and

WHEREAS, the City Council desires to appoint Fischer as City Attorney; and

NOW, THEREFORE, City and Fischer agree as follows:

1. Term. The term of this Agreement shall begin effective April 09, 2016, and shall expire on April 08, 2019.

2. Scope of Services. The City Council appoints Fischer to serve as City Attorney. Fischer agrees to provide City with the legal services, advice, assistance, and management skills as may be required of the City Attorney by City Council, and to perform the functions and duties specified for the City Attorney in the Oxnard City Code.

3. Exclusive Employment by City. The employment provided for by this Agreement shall be Fischer's sole employment. Recognizing that certain outside teaching opportunities provide indirect benefits to City and the community, Fischer may elect, with the prior written approval of the City Council, to accept limited teaching opportunities with the understanding that such arrangements may not constitute interference with or a conflict of interest with his responsibilities under this Agreement.

4. Compliance with Laws. Fischer shall perform these services in accordance with all laws, ordinances and regulations applicable to these services.

5. Compensation.

A. Effective April 09, 2016 City agrees to compensate Fischer for his services at a base salary of \$205,000 per year.

B. City agrees to pay Fischer his base salary in twenty-six bi-weekly installments.

6. Vehicle Allowance. City agrees to pay to Fischer, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of four thousand



two hundred dollars (\$4,200) per year, payable in equal installments each pay period, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. Fischer shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. City shall reimburse Fischer at the IRS standard mileage rate for any business use of the vehicle beyond the greater Oxnard area. For purposes of this Section, use of the vehicle within the greater Oxnard area is defined as travel to locations within a 75-mile radius of the Oxnard City Hall.

7. Annual and Administrative Leave.

- A. Fischer shall accrue annual leave, which City provides to Top Management employees in lieu of sick leave and/or vacation leave, at the rate of two hundred (200) hours per year.
- B. Fischer shall on January 1 of each calendar year be credited with eighty (80) hours of administrative leave, forty (40) hours of which shall be credited upon assuming office.
- C. City agrees that by making requests during the time periods provided for all employees to request redemption of annual leave, Fischer may redeem up to a total of 60 hours of annual leave or reserve leave during each year of the term of this Agreement.

8. Retirement.

- A. During the term of this Agreement, City agrees that Fischer shall continue to be enrolled in the California Public Employees (PERS) Retirement System 2% at 55 Plan. Fischer shall pay five percent (5%) of PERSable wages toward the PERS employee contribution rate with the City paying the remaining two percent (2%) for a total of seven percent (7%). Upon City Council adoption of a resolution related to employee contributions for Council-appointed employees, Fischer shall commence paying the full seven percent (7%) of PERSable wages toward the PERS employee contribution rate. The City shall continue to pay 100% of "Employer's share" of PERS contributions on behalf of Fischer.
- B. Fischer shall also continue to participate in the Public Agency Retirement System ("PARS") Supplemental Retirement Plan. Fischer shall contribute 5% of base salary and City shall contribute the remaining 3%.
- C. City shall permit Fischer to participate in any City-sponsored deferred compensation program or 401(a) Plan, and City shall match Fischer's contribution to such deferred compensation program or 401(a) Plan up to three percent (3%) of Fischer's base salary.



9. Management Benefits. Fischer shall be entitled to the following benefits and rights afforded top management employees of City: holiday leave pay, bereavement leave, annual leave redemption upon separation from service, cafeteria plan, life, dental, and long-term disability insurance benefits, workers' compensation, any other insurance benefits, and participation in the City-sponsored management and confidential employee wellness program.

10. Regular Evaluations and Incentive Compensation. City agrees to conduct an evaluation of Fischer's performance on a regular basis. The evaluation shall be in accordance with criteria developed jointly by City Council and Fischer. City Council shall provide Fischer, upon request, with a summary written statement of the evaluation of the City Council and provide an adequate opportunity for Fischer to discuss his evaluation with City Council. City Council shall, in its sole discretion, grant one-time or ongoing increases to Fischer's base compensation at the time of such evaluation, provided that such compensation shall be approved by City Council by resolution in open session.

11. Other Terms and Conditions of Employment. The City Council, only upon agreement with Fischer, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Fischer, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Oxnard City Code, or any other law.

12. Reimbursement of Professional Expenses.

- A. City agrees to budget and to pay for the professional dues and subscriptions of Fischer necessary for his participation in national, state and local bar associations and other professional organizations related to performance of Fischer's duties as City Attorney.
- B. City agrees to budget for and to pay reasonable expenses of Fischer to attend professional meetings to pursue necessary functions related to his work for the City, including but not limited to the League of California Cities and such other national, state and local government-related associations and organizations.
- C. City also agrees to budget for and to pay reasonable expenses of Fischer for courses, institutes and seminars related to the performance of his duties as City Attorney.

13. Indemnity. The City shall provide Fischer the defenses and indemnities as provided by Government Code Section 825 and any related provision of the California Government Code related to indemnification of public employees for those claims or actions arising out of an act or omission occurring within the scope of his employment as the City Attorney. This covenant shall survive the termination of this Agreement.

14. Leave of Absence with Pay. City may order Fischer on a leave of absence, not to exceed 90 working days, with full pay and benefits at any time during the term of this Agreement by action of a majority of the City Council.

15. Termination by City.

- A. The City Council may terminate this Agreement at any time for any reason or no reason by providing written notice to Fischer of the City Council's decision. Such termination shall be effective as of the date stated in the written notice.
- B. In the event of termination under this paragraph by the City Council, and except as provided in subsection D. below, City agrees to continue to pay Fischer his base salary and to provide Fischer his top management employee benefits, specified in paragraphs 7, 8, and 9 herein for a period of one hundred and twenty (120) days from the date of the notice of termination or until Fischer is employed in another position, whichever event occurs first (salary continuation period). During this one hundred and twenty (120) day period, at City Council's sole discretion, Fischer shall continue to perform the functions and duties of the position of City Attorney or Fischer may be placed on leave of absence from his position. During such leave of absence, Fischer shall not engage in outside employment. The salary continuation period specified above shall increase to one hundred and fifty days (150) on April 09, 2017 and one hundred and eighty (180) days on April 08, 2018.
- C.
  - (1) In the event that Fischer secures and is compensated for other employment with a greater base salary within the salary continuation period set forth in subparagraph B, City's obligation for any payments to Fischer shall cease as of the date Fischer begins such other employment.
  - (2) If, however, Fischer secures and is compensated for other employment with a lower base salary within the salary continuation period set forth in subparagraph B, City agrees that as of the date Fischer begins such other employment, City shall be obligated to pay to Fischer the difference between Fischer's base salary at that time as established by this Agreement and the base salary paid to Fischer from the other employment during any period remaining of the salary continuation period specified in subparagraph B.
  - (3) The payments pursuant to this section shall not exceed the amounts determined pursuant to Article 3.5 (commencing with Section 53260) of Chapter 2 of Part 1 of Division 2 of Title 5 of the California Government Code. Pursuant to California



Government Code Section 53243.2, any lump severance payment paid to Fischer under this section shall be fully reimbursed by Fischer to the City if Fischer is convicted of a crime involving an abuse of his office or position, including as set forth in California Government Code Section 53243.4.

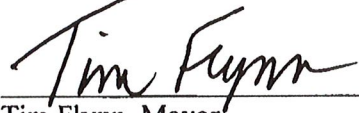
- D. In the event City terminates this Agreement because of an illegal act or an act involving moral turpitude or misconduct by Fischer, City shall have no obligation to pay the amount set forth in subparagraph B above.
16. Termination by Fischer. In consideration of the provisions of paragraph 15 of this Agreement, Fischer agrees to provide City with ninety (90) days advance written notice of his voluntary resignation unless such notice is waived by the City.
17. Ownership of Materials. Upon termination of this Agreement, Fischer agrees to deliver to City all materials and documents belonging to City.
18. Notices. Any notices to City may be delivered personally or by mail addressed to City Manager, City of Oxnard, 300 West Third Street, Oxnard, California 93030. Any notice to Fischer may be delivered personally or by mail addressed to Stephen Fischer, 300 West Third Street, Suite 300, Oxnard, California 93030.
19. Amendment. This Agreement may be amended only in writing signed by both City and Fischer.
20. General Provisions.
- A. Integration. City and Fischer agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written. The parties by mutual written agreement may amend any provisions of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- B. Binding Effect. This Agreement shall be binding on the City and Fischer as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. Effective Date. This Agreement shall become effective on April 09, 2016.
- D. Severability. The invalidity or partial invalidity of a portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid the remaining provisions shall be deemed to be in full force and effect as if they have



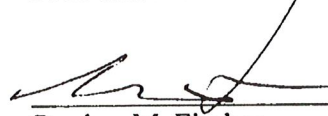
been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

- E. Ownership of Materials. All of Fischer's writings, reports and other documentation generated as the result of this Agreement are and shall be the property of the City.
- F. Non-Assignment. This Agreement is for professional and unique services of Fischer, which are personal to the City. This Agreement is not transferable or assignable by Fischer.
- G. Governing Law. This Agreement and the rights and obligations of the parties shall be governed and interpreted in accordance with the laws of the State of California.

CITY OF OXNARD

  
Tim Flynn, Mayor

STEPHEN M. FISCHER

  
Stephen M. Fischer

ATTEST:

  
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

  
Jon Holtzman, Partner, Renne Sloan Holtzman Sakai

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING RESOLUTION NO. 15,594  
AUTHORIZING AND APPROVING CLASSIFICATION AND SALARY SCHEDULES PURSUANT TO CHAPTER 4  
OF THE CITY PERSONNEL RULES AND REGULATIONS

WHEREAS, Chapter 4, Article 4.5 of the City of Oxnard Personnel Rules and Regulations requires that the City of Oxnard classification listing all classes of positions in the general city service be established by resolution of the City Council; and,

WHEREAS, Chapter 4, Article 4.9 of the City of Oxnard Personnel Rules and Regulations requires City Council approval to establish a new classification title and salary range or to modify a salary range for an existing classification.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to amend Exhibit "A" of Resolution No. 15,594 in accordance with Chapter 4, Articles 4.5, 4.7, 4.8 and 4.9 of the City of Oxnard Personnel Rules and Regulations, by modifying the salary ranges as follows:

| <b>Classification</b> | <b>Annual Salary Range</b> |
|-----------------------|----------------------------|
| City Manager          | \$265,000 - \$325,000      |
| City Attorney         | \$227,435 - \$278,960      |

PASSED AND ADOPTED this 28<sup>th</sup> day of July 2022, by the following vote:

YES:

NOES:

ABSENT:

ABSTAIN

\_\_\_\_\_  
John C. Zaragoza, Mayor

ATTEST:

\_\_\_\_\_  
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Fischer, City Attorney



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

**DATE:** July 28, 2022  
**TO:** City Council  
**FROM:** Rose Chaparro, City Clerk, (805) 385-7805, [rose.chaparro@oxnard.org](mailto:rose.chaparro@oxnard.org)  
**SUBJECT:** Approval of Minutes.

**RECOMMENDATION**

That the City Council approve the minutes of the June 21, 2022 regular meeting as presented.

**BACKGROUND**

Approval of Minutes.

**STRATEGIC PRIORITIES**

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

**FINANCIAL IMPACT**

There is no financial impact.

**COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Rose Chaparro, City Clerk*

**ATTACHMENTS**

1. MINUTES 06 21 2022 CC Regular Meeting

**MINUTES**  
**OXNARD CITY COUNCIL**  
Regular Meeting  
June 21, 2022

A. ROLL CALL, POSTING OF AGENDA

At 5:00 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council (concurrently with the Oxnard Housing Authority), 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. Councilmembers Vianey Lopez, Oscar Madrigal, Bert E. Perello, Gabriel (Gabe) Teran, Mayor Pro Tem Bryan A. MacDonald, and Mayor John C. Zaragoza were present.

Councilmember Basua was absent.

Housing Authority Commissioner Jose Andrade joined the meeting at 6:00 p.m.

Staff members present in person were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; Samantha Shapiro, Project Manager; Stephen M. Fischer, City Attorney; Kenneth Rozell, Chief Assistant City Attorney; Jason Benites, Police Chief; Marc Amon, Police Commander; Alexander Hamilton, Fire Chief; Michael Wolfe, Public Works Director; Brian Yanez, Assistant Public Works Director; Steve Howlett, Assistant Public Works Director; Joseph Marcinko, Assistant Public Works Director; Tatiana B. Arnaout, P.E., City Engineer; Eric L. Storrie, Special Districts Manager; Vyto Adomaitis, Community Development Director; Joe Pearson II, AICP, Senior Planner; Steve Naveau, Human Resources Director; Betsy George, Chief Financial Officer; Emilio Ramirez, Housing Director; Albert Ramirez, Assistant Housing Director; Helen Miller, Chief Information Officer; Eden Alomeri, Revenue & Licensing Director & Assistant City Treasurer; Terrel Harrison, Cultural & Community Services Director; and Rose Chaparro, City Clerk.

Staff members Denise Shadinger, Assistant Chief of Police; Brian Yanez, Assistant Public Works Director; Steve Howlett, Assistant Public Works Director; and Tatiana B. Arnaout, P.E., City Engineer; participated via videoconference.

Jackie Rose, Director; Donna Gillesby, Deputy Director; and Phil Rarick, Director of Administrative Services with the Ventura County Animal Services; Andrew Fogg with Cox Castle; and Ann Walsh, Director of Development with Shea Properties; also participated via videoconference.

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

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

C. CLOSED SESSION (5:00 PM)

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

Name of case: City of Oxnard v. All Persons Interested in the Matter of the Issuance and Sale of Bonds for the Purpose of Refunding Certain Obligations Owed by the City of Oxnard to the Public Employees' Retirement System Under the Public Employees' Retirement Law, and all Proceedings Leading Thereto, Including the Adoption of Resolution No. 15,543 of the City Council of the City of Oxnard Authorizing the Issuance and Sale of Such Bonds and Authorizing the Execution and Delivery of a Trust Agreement and Related Documents.

Ventura County Superior Court, Case No. 56-2022-00563903-CU-MC-VTA  
Legislative Body: City Council

At 5:02 p.m., the City Council recessed to a closed session. At 6:01 p.m., the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session.

D. OPENING CEREMONIES (6:00 PM)

The flag salute was followed by a moment of silence.

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Commendation to Oxnard High School Boys Varsity Basketball Team.

Mayor Zaragoza read the proclamation and presented it to Coach Mark Cordes and Principal Richard Ramirez. Council congratulated the Oxnard High School Boys Varsity Basketball Team members for their achievements. The students were the winners of the 34th Annual CIF Southern Section @SoCaliFord Academic Awards and participated in the 2022 CIF Southern Section Boys' Basketball Championships (California). The team members were presented with certificates.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Larry Stein (water system/potable water), Cyndi Hookstra (signed petition for speeding, parking problems, and safety on Glenwood Drive and general area), Jerald Huffman (Oxnard Shores, submitted building permits, Planning staff non-responsive/rules changing), Luciano Morales (GoGo electric personal transportation), PW Robinson (Ventura County homeless deaths), and Marisa Martinez (behavioral health/mental health crisis).

G. REPORT OF CITY MANAGER

1. City Manager Department

SUBJECT: Ratification of Director Orders regarding the water shortage emergency and mandatory water conservation measures.

RECOMMENDATION: That the City Council adopt a resolution ratifying orders issued by the Director in response to the previously proclaimed water shortage emergency and mandatory water conservation measures.

Alexander Nguyen, City Manager provided a Covid-19 pandemic vaccine update. The City will be ending the two-year late fee suspension. A reminder that all fireworks are illegal. Mr. Nguyen also announced the upcoming South Oxnard Aquatics Center Community Meetings scheduled for Wednesday, June 29 and Monday, August 1, 2022, both meetings start at 6:00 p.m., to receive public input. Michael Wolfe, Public Works Director provided an update on the California drought conditions and the new regulations. The winners of the Student Art Contest Winners.

Public comments were received from Lawrence Stein (water shortage crisis).

## H. CITY COUNCIL REPORTS

### 1. City Manager Department

SUBJECT: Appointment of Member to Serve on the City's Measure O Citizen Oversight Committee. (0/5/5)

RECOMMENDATION: That the Mayor, with the approval of the City Council, make the following appointment to the Measure O Citizen Oversight Committee: Noemi Valdes.

(This item did not originate in Committee.)

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

## I. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-1 through K-13 were discussed among the Council and staff.

## J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Lawrence Stein (K-10).

## K. INFORMATION/CONSENT AGENDA

### 1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the May 3, 2022 regular meeting and the April 13, 2022 and April 27, 2022 special meetings as presented.

### 2. Fire Department

SUBJECT: Purchase Order with Motorola for \$777,385.26 for 73 Radios.

RECOMMENDATION: That the City Council authorize the Mayor to sign a Purchase Order with Motorola Solutions in the amount of \$777,385.26 for the purchase of thirty-three (33) APX 8500 all-band mobile radios and forty (40) APX 8000 all-band portable radios with spare batteries and remote speaker microphones.

(Community Services, Public Safety, Housing & Development Committee approved 3-0.)

### 3. City Manager Department

SUBJECT: Updates to Citizen Advisory Group (CAG) Bylaws and Efforts to Develop Effective and Efficient Processes for CAGs.

RECOMMENDATION: That the City Council adopt **Resolution #15,589**:

1. Establishing uniform CAG bylaws; and
2. Repealing previous CAG bylaws.

(The Finance and Governance Committee approved 2-0.)

4. Police Department

SUBJECT: Ventura County Animal Services Agreement.

RECOMMENDATION: That the City Council approve a budget appropriation with a total cost projection in the amount of \$2,156,159 and authorize the City Manager to sign a Service Level Request for FY 22-23 for the third year of a five-year agreement (A-8151) with the County of Ventura to provide animal safety services.

(The Community Services, Public Safety, and Economic Development Committee approved 3-0.)

5. Police Department

SUBJECT: CHP Cannabis Grant.

RECOMMENDATION: That the City Council adopt **Resolution #15,590** authorizing:

1. The City Manager to apply for \$394,147.00 in grant funds from the California Highway Patrol (CHP) to be used for the FY 22-23 CHP Cannabis Grant.
2. The City Manager or designee to execute grant agreements and appropriate funds upon confirmation of the grant award.
3. The Chief Financial Officer or designee to submit financial reports and grant claims and approve budget appropriations for the use of CHP Cannabis grant funds.
4. The Chief of Police or designee to submit all program-related progress or status reports.

(This item did not originate in Committee.)

6. Public Works Department

SUBJECT: Second Amendment to Lease Agreement A-6480 with Union Pacific Railroad Company.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Second Amendment to Lease Agreement A-6480 for five (5) years from the effective date of this Second Amendment with Union Pacific Railroad Company (Union Pacific) for the lease of City property at 255 and 273 East Fifth Street.

(This item did not originate in Committee.)

7. Housing Department

SUBJECT: Authorize the Assessment and Collection of Fees within the Oxnard Downtown Management District for Fiscal Year 2022-23.

RECOMMENDATION: That the City Council adopt **Resolution #15,591** authorizing the assessment and collection of fees within the Oxnard Downtown Management District (the "District") for Fiscal Year (FY) 2022-23.

(This item did not originate in Committee.)

8. Housing Department

SUBJECT: Housing Authority Low Rent Public Housing and Housing Choice Voucher Program



Budgets for Fiscal Year 2022-23.

RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard:

1. Adopt **Housing Authority Resolution # HA 1330** approving the recommended \$6,872,555 operating budget for the Low Rent Public Housing Program for Fiscal Year 22-23, as presented for each project area, and approve and authorize the use of \$575,652 of unrestricted cash to fund the projected deficit; and
2. Adopt **Housing Authority Resolution # HA 1331** approving the recommended \$25,112,313 operating budget for the Housing Choice Voucher Program for Fiscal Year 22-23 and approve and authorize the use of \$285,349 of unrestricted cash to fund the projected deficit.

(The Finance and Governance Committee approved 2-0.)

9. Housing Department

SUBJECT: Housing Authority Investment Policy.

RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard adopt **Housing Authority Resolution # HA 1332** adopting an investment policy for the Housing Authority of the City of Oxnard for FY 2022-2023.

(The Finance and Governance Committee approved 2-0.)

10. Public Works Department

SUBJECT: First Amendment to Agreement A-8126 for Delivery of Bulk Fuel (Unleaded Gasoline, Clear Diesel and Red Dye Diesel) to City Facilities.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a first amendment to Agreement A-8126 with Conico Toro, Inc., to increase the not to exceed amount from \$1,420,200 to \$3,120,200 and extend the term two additional years from June 30, 2022 to June 30, 2024, and incorporate the Water Campus, Blending Stations 3, 4 and 5, and Advanced Water Purification Facility (AWPF) location sites.

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

11. Public Works Department

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

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Third Amendment to Rental Agreement No. A-8221 with Big Truck Rental, LLC to increase the not to exceed amount from \$1,707,200 to \$3,168,800 and extend the term from June 30, 2022 to June 30, 2023 for the short term rental of 15 compressed natural gas (CNG) residential and commercial refuse collection vehicles.

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

12. Billing and Licensing Department

SUBJECT: Agreement No. A-8467 with Infosend, Inc. for Utility Bill and Business Tax Form Printing, Inserting and Mailing Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a three-year agreement with Infosend, Inc. for utility bills and business tax form printing, inserting and mailing services in an amount not to exceed \$996,534 to commence on July 1, 2022, through June 30, 2025.

(Finance and Governance Committee approved 2-0.)

13. Information Technology Department

SUBJECT: Second Amendment to Superior LLC, a CentralSquare Company, Software License Agreement A-8011 for Information Technology Software and Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a second amendment to software license agreement A-8011 with Superior LLC, a CentralSquare Company, in the amount of \$340,627 for a new not-to-exceed agreement amount of \$1,458,505 for additional information technology software and services.

(Finance and Governance Committee approved 3-0.)

**Consent Items No. 1 – 7 and 10 - 13:**

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

**Housing Authority Consent Items No. 8 - 9:**

*It was moved by Commissioner Andrade, seconded by Councilmember Lopez, to approve the recommended action as presented. VOTE: Lopez, MacDonald, Madrigal, Perello, Teran, Zaragoza and Housing Authority Commissioner Andrade voted in favor; motion passed 7-0. Commissioner Vega and Councilmember Basua were absent.*

L. REPORTS

1. Finance Department

SUBJECT: Adoption of Fiscal Year 2022-23 Operating and Capital Improvement Budget. (0/20/20)

RECOMMENDATION: 1. That the City Council adopt the following resolutions:

a. **Resolution #15,592** of the City Council of the City of Oxnard Approving the City Operating and Capital Improvement Budget for Fiscal Year 2022-23;

b. **Resolution #15,593** of the City Council of the City of Oxnard Authorizing Full-Time Equivalent Positions in the City Service Effective July 1, 2022, in accordance with the Operating Budget for the Fiscal Year 2022-23;

c. **Resolution #15,594** of the City Council of the City of Oxnard Authorizing Classification and Salary Schedules and Approving the Attached Classification and Salary Schedule;

d. **Resolution #15,595** of the City Council of the City of Oxnard Establishing Financial Management Policies;

e. **Resolution #15,596** of the City Council of the City of Oxnard Establishing an Appropriation Limit for the Fiscal Year 2022-23;

f. **Resolution #15,597** of the City Council of the City of Oxnard adopting a Master Fee Schedule; and

2. That the Housing Board of Commissioners adopt **Housing Authority Resolution # HA 1333** Approving the Housing Authority's Operating Budget for the Fiscal Year 2022-23.

(Finance and Governance Committee approved 3-0.)

Public comments were received from Lawrence Stein.

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

2. Community Development Department

SUBJECT: Agreements A-8481 and A-8482 / Fore - Caltrans Relinquishment Agreement and Maintenance Agreement and Notice of Intent to Vacate Easement. (0/10/10)

RECOMMENDATION: That the City Council:

1. Adopt **Resolution #15,598** authorizing the City Manager or designee to negotiate and execute a State Highway Relinquishment Agreement (Agreement Number A-8482) by and between the State of California, acting through its Department of Transportation, and the City of Oxnard; and
2. Authorize the City Manager or designee to negotiate and execute a Maintenance Agreement For Access Road (Agreement Number A-8481) by and between City of Oxnard, Oxnard Coastal Investments, LLC., and Ventura Land Development Company, LLC.; and
3. Adopt **Resolution #15,599** declaring its intention to vacate its right, title, and interest in a thirty-eight (38) foot wide utility easement, totaling approximately 33,409 square feet, along the frontage of the two parcels located at 2700 and 2750 North Ventura Road and direct the City Clerk to schedule a public hearing in accordance with the vacation procedures contained in California Streets and Highway Code Section 8300 et seq to be held on Tuesday, July 26, 2022 at 6:00 p.m. at the City Council Chambers; and
4. Find the projects exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3).

(This item did not originate in Committee.)

Joe Pearson II, AICP, Senior Planner, presented and answered questions. No public comments were received. Discussion ensued among the Council and staff.

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

M. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 7:58 p.m.

---

ROSE CHAPARRO

City Clerk

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JOHN C. ZARAGOZA

Mayor



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

**DATE:** July 28, 2022  
**TO:** City Council  
**FROM:** Jason Benites, Police Chief, (805) 385-7624, [jason.benites@oxnardpd.org](mailto:jason.benites@oxnardpd.org)  
**SUBJECT:** Office of Traffic Safety STEP Grant.

**RECOMMENDATION**

That the City Council adopt a resolution authorizing:

1. The City Manager to apply for \$500,000 in grant funds from the State of California, Office of Traffic Safety (OTS), to be used for the FY 2022-2023 Selective Traffic Enforcement Program (S.T.E.P.);
2. The City Manager or designee to execute grant agreements and appropriate funds upon confirmation of grant award;
3. The Chief Financial Officer or designee to submit financial reports and grant claims and approve budget appropriations for use of OTS funds; and
4. The Chief of Police or designee to submit all program related progress or status reports.

**BACKGROUND**

The State of California, Office of Traffic Safety (OTS), offers grant funding to assist cities in reducing the number of injury and fatal traffic collisions that occur on roadways. The Police Department is applying for the "Selective Traffic Enforcement Program" grant in the amount of \$500,000.

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

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

The Police Department understands the value of educating the community to increase traffic safety. The Traffic Unit, with the assistance of the School Resource Officers (SROs), will continue conducting pedestrian and bicycle safety

presentations to school-aged children and young adults. The safety presentations will include topics such as safe pedestrian practices to enhance safety, risks and hazards of riding bicycles in traffic, and the importance of wearing the proper safety equipment. The Police Department will host "Start Smart" teen driver safety classes, in which parents and teenagers will be informed of the key factors associated with traffic collisions involving teenage drivers.

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

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

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

## **STRATEGIC PRIORITIES**

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

## **FINANCIAL IMPACT**

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

## **COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Marc Amon, Police Department*

## **ATTACHMENTS**

1. Office of Traffic Safety STEP Grant Resolution FY 22-23
2. Office of Traffic Safety STEP Grant Presentation FY 22-23

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD

APPROVING SUBMITTAL OF GRANT APPLICATION FOR THE

SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT

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

WHEREAS, the Police Department has requested that City Council approve the submittal of an application to the State of California, Office of Traffic Safety for \$500,000 in Office of Traffic Safety grant funds, to be used for traffic enforcement and education.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager for grant funds to be used for selective traffic enforcement and education and resolves to recognize grant revenue in the amount of \$500,000 from the State of California, Office of Traffic Safety. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Chief of Police or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS 28th day of July, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
John Zaragoza, Mayor

ATTEST:

\_\_\_\_\_  
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Fischer, City Attorney



# Office of Traffic Safety Selective Traffic Enforcement Program Grant

Oxnard City Council  
July 28, 2022

Marc Amon, Commander

Recommend that City Council:

- Approve the application for grant funds from the Office of Traffic Safety (OTS) through a resolution.

## Selective Traffic Enforcement Program (S.T.E.P.)

- Grant funding program used for the purpose of reducing the number of persons injured or killed in traffic collisions that involves alcohol and/or drugs and other primary collision factors.
- Focus is on Education and Enforcement

## Education

- School presentations on pedestrian/bicycle safety
- “Start Smart” Teen Driver Safety Programs
- “Know Your Limit” Impaired Driver Education
- “Choose Your Ride” Campaign

## Enforcement

- Impaired Driving
- High Collision Areas
- Distracted Driving
- Pedestrian, Bicyclist, Motorcyclist Related Violations
- Seat Belt Compliance

| <b>FY</b> | <b>Grant Award</b> |
|-----------|--------------------|
| 2012-2013 | \$150,000          |
| 2013-2014 | \$252,357          |
| 2014-2015 | \$316,500          |
| 2015-2016 | \$275,000          |
| 2016-2017 | \$330,00           |
| 2017-2018 | \$585,000          |
| 2018-2019 | \$410,800          |
| 2019-2020 | \$400,000          |
| 2020-2021 | \$435,596          |
| 2021-2022 | \$478,018          |

**FY 22-23 Grant Application Request:  
Award amount of \$500,000**

## STEP Grant Objectives Include:

- 30 DUI Enforcement Operations
- 10 DUI Checkpoints
- 6 Street Racing Operations
- 15 Traffic Enforcement Operations
- 8 Bike/Pedestrian Enforcement Operations
- 8 Distracted Driver Operations
- 4 Motorcycle Safety Enforcement Operations
- 10 Traffic Safety Educational Presentations
- 4 “Know Your Limit” Campaigns
- Train 10 officers (minimum) on Standardized Field Sobriety Testing
- Train 5 officers (minimum) on Advanced Roadside Impaired Driving Enforcement





# QUESTIONS



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

**DATE:** July 28, 2022

**TO:** City Council

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

**SUBJECT:** Agreement A-8489 to JTEC Corporation for Community Center Park East Restroom Project, Specification No. PW 22-116.

**RECOMMENDATION**

That the City Council approve and authorize the following for a total of \$354,600 in Project funds for the Community Center Park East Restroom Project, Specification No. PW 22-116 (No. 185701):

1. The Mayor to execute Agreement A-8489 with JTEC Corporation in the amount of \$295,500 for the Project;
2. A Project contingency amount of \$29,550 for the Project; and
3. A Project allocation amount of \$29,550 for engineering, inspection, survey and project management for the Project.

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.

**BACKGROUND**

This project includes the installation of a prefabricated Exeloo restroom. The prefabricated restroom unit has been pre-purchased by the city and will be installed by the contractor on-site. The Exeloo restroom's various features such as auto wash and auto lock dramatically reduce service costs and increase the safety factor when compared with traditional toilet rooms. Because Exeloo restrooms are prefabricated in a factory environment and transported to the site, they are ready for rapid installation which can reduce on-site construction costs and public disruption.

The Project scope includes the installation of the pre-purchased Exeloo restroom modular building atop a concrete foundation. Site flatwork, grading and drainage improvements, water, sewer, and electrical connections are all associated with the installation. The prefabricated Exeloo restroom has been pre-purchased by the City and will be installed by the Contractor onsite. Installation will include offloading the Exeloo restroom from the delivery truck per Manufacturer specifications. The project scope also includes irrigation system repairs, tree and stump removals, security lighting and electrical improvements, and all other appurtenant and associated work.

**Capital Improvement Project (CIP) Reference:**

Project No. **185701**– Community Center Park East Restroom Project, Specification No. PW 22-116- CIP 2022-2027 - Adopted May 17, 2022 – Page 26.

As noted in the above referenced CIP program project description, the installation of additional park amenities including playground replacement and security lighting enhancements will be incorporated together into a separate construction project anticipated for award in Fall 2022.

## **DISCUSSION**

Absent any unforeseen delays, the work is tentatively scheduled to begin on September 1, 2022 with a contract duration of 70 working days. Staff will work closely with the Parks Manager and area residents to keep them informed of the schedule.

The notice inviting formal bids (NIFB) on the Project was published on May 12, 2022, and all bids were due on June 28, 2022. The City received the following bids:

JTEC CORPORATION: \$279,500.00  
NOHO CONSTRUCTORS: \$517,750.00

The lowest bidder is JTEC Corporation (JTEC) and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from JTEC and its subcontractors. Procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award the contract for this Project to JTEC Corporation.

Based on the available budget, the contract award is not only the base bid amount of \$279,500 but also additive bid item numbers 31 and 32 for an additional cost of \$16,000 for a total award amount of \$295,500. The additive bid items include demolition of the existing gazebo structure, barbeque pit and counter and temporary fencing and protection related to that work.

In addition to the project award amount of \$295,500, Staff recommends authorizing \$59,100 for the project, which includes \$29,550 for project contingency (10% of the contract costs) and \$29,550 for the cost for engineering services and City staff (10% of the contract cost). Engineering services include the following activities during construction: engineering, inspection, survey and project management. These recommendations bring the total estimated cost of the project to \$354,600.

## **STRATEGIC PRIORITIES**

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

## **FINANCIAL IMPACT**

The total cost for this Project is \$354,600 which includes the construction agreement, contingency and project allocation. This Project is funded in part by Community Development Block Grant funds ("CDBG") from the United States Department of Housing and Urban Development ("HUD") and the Project is subject to, and must comply with, the applicable requirements of HUD Agreement No. B-18-MC-06-0534. The Community Center Park East Restroom Project 185701 has an available project budget balance of approximately \$357,000 from the CDBG Entitlement Fund (285).

## **COMMITTEE OUTCOME**

This item did not originate in Committee as this is a capital improvement project specifically listed in the Capital Improvement Program budget, which was previously approved by the City Council.

*Prepared by: Tatiana Arnaout, City Engineer*

## **ATTACHMENTS**

1. A-8489 JTEC CORPORATION PW 22-116

**CITY OF OXNARD CONTRACT FOR  
COMMUNITY CENTER PARK EAST RESTROOM PROJECT  
SPECIFICATION NO. PW 22-116  
HUD Agreement No. B-18-MC-06-0534**

THIS CONTRACT ("Contract") is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and JTEC CORPORATION ("Contractor"). Contractor's license number is 1022744.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include:

- The Notice Inviting Bids
- Instructions to Bidders
- General Provisions
- Grant and Federal Provisions
- Special Provisions
- Supplemental Special Provisions
- Plans, Standard Plans
- Greenbook
- Appendix A "Earth Systems Update of Geotechnical Engineering Report No. 22-1-11"
- Appendix B "Exeloo Jupiter Restroom Units Installation Procedures and Guidelines"
- Appendix C "Exeloo Jupiter 22DD Platinum Twin Accessible Drawings"
- Appendix D "HUD LR01.DG Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects"
- Appendix E "Davis Bacon Act Wage Decision"
- Appendix F "Section 3 Business Interest Forms"
- Appendix G, "Federal Labor Standards Provisions Form HUD 4010"
- Appendix H "HUD Agreement No. B-18-MC-06-0534"
- Appendix I "Inter-Departmental Agreement for Use of CDBG Funds"
- Exhibit A Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award)
- HUD-2530 Form Previous Participation Certification
- HUD-51000 Schedule of Amounts for Contract Payments (Exhibit B)
- HUD-5369-A Representations, Certifications, and Statements of Bidders
- Insurance documentation as set forth in Exhibit INS-E
- Bonds
- City business license
- Permits from regulatory agencies
- Addenda
- Change Orders and Supplemental Agreements

The documents above are incorporated herein by reference. The Appendices listed above are included as part of the Contract Documents.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Community Center Park East Restroom Project, Specification No. PW 22-116 ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of two hundred ninety five thousand five hundred dollars (\$295,500.00) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "A" and incorporated herein by this reference.
4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."
7. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.
8. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.
9. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.
10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties' duly authorized representatives.
11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

*[signatures on following page]*

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

**CITY OF OXNARD**

**JTEC CORPORATION**

\_\_\_\_\_  
☒ John C. Zaragoza, Mayor<sup>a</sup>      Date  
☐ Alexander Nguyen, City Manager  
☐ Purchasing Manager  
☐ Buyer

\_\_\_\_\_  
 Brian Olshever,<sup>b</sup>      Date  
 CEO/President/Secretary

ATTEST:

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

APPROVED AS TO FORM:

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

<sup>a</sup> 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.

<sup>b</sup> 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.

# BID PACKET



FOR

## COMMUNITY CENTER PARK EAST RESTROOM PROJECT SPECIFICATION NO. PW 22-116 HUD AGREEMENT NO. B-18-MC-06-0534

Submitted by: Brian Olshever

Contractor's Name: JTEC Corporation

Address: 5776-D Lindero Canyon Road, #156

City: Westlake Village State: CA Zip Code: 91362

Contact Person: Brian Olshever Phone: 805-551-5211

Email: jtec1westlake@yahoo.com Date: June 28, 2022



**BID FOR COMMUNITY CENTER PARK EAST RESTROOM PROJECT**  
**SPECIFICATION NO. PW 22-116**  
**HUD Agreement No. B-18-MC-06-0534**

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and the Community Center Park East Restroom Project ("Project") site and is satisfied as to the conditions, character, quality and quantities of Work to be performed, and the materials to be furnished.
2. The Bid includes all taxes, fees and costs, and as such is the total amount required for the Bidder to complete this Project in accordance with the Contract Documents.
3. The Bidder is properly licensed by the State as a contractor to perform this type of Work.

The undersigned, as Bidder, agrees to the following:

- A. The submission of this Bid shall be conclusive evidence that the Bidder has examined and investigated the surface, subsurface and other conditions affecting the Work, including also the groundwater conditions, transportation, the disposal, handling and storage of materials, and the availability of labor, water, electric power, roads and the equipment and facilities needed for the Work. No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation. The Bidder shall not make any claim, including for additional compensation, against the City based upon ignorance or misunderstanding of any condition of the Project site or of the Contract Documents' or any Addendum's requirements.
- B. Accompanying this Bid is a permissible form of Bid security in an amount equal to at least ten percent (10%) of the total Bid price submitted. The Bid security is given as a guarantee that, if selected, the Bidder will execute the Contract in conformity with the Contract Documents, provide evidence of all required insurance, provide a copy of its City business license and furnish the Performance and Payment Bonds (as well as a photocopy of each Bond)—each in the amount of one hundred percent (100%) of the Contract Price—within fourteen (14) Calendar Days of the date of delivery of the Contract to the Bidder. If the Bidder refuses or fails to do so, the City may award the Contract to the next lowest responsible Bidder, and this Bid security may be forfeited to the City as permitted by law.
- C. In the event the Contract is awarded to the Bidder, the Bidder shall execute the Contract to perform the Project in accordance with the Contract Documents. Should the undersigned be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of its City business license, insurance and Bonds (plus photocopies) within fourteen (14) Calendar Days after the Contract award, then the Bid Bond, cash, cashier's check or certified check shall be forfeited to the City to the extent permitted by law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on June 28, 2022 [date], at Moorpark [city], California [state].

Bidder's Name (Company): JTEC Corporation

Signature:   
 Print: Brian Olshever

Title: President  
 Date: June 28, 2022

Signature:   
 Print: Brian Olshever

Title: Secretary  
 Date: June 28, 2022



## CITY OF OXNARD

**REVISED BID SHEETS FOR COMMUNITY CENTER PARK EAST RESTROOM PROJECT**  
**SPECIFICATION NO. PW 22-116**  
**HUD Agreement No. B-18-MC-06-0534**

Bidder's Name: JTEC CORPORATION

To the Honorable Mayor and Members of the City Council:

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

## BASE AMOUNT:

| ITEM NO. | DESCRIPTION                                                   | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | TOTAL        |
|----------|---------------------------------------------------------------|-------------------|-----------------|---------------------|--------------|
| 1.       | Mobilization/Demobilization (no greater than 5% of total bid) | 1000-3            | LS              | 1                   | \$ 2000.00   |
| 2.       | Stormwater Pollution Prevention Plan                          | 1002-3            | LS              | 1                   | \$ 5000.00   |
| 3.       | Temporary Fencing and Protection                              | 1003-4            | LS              | 1                   | \$ 4000.00   |
| 4.       | Grading and Compaction                                        | 1004-4            | LS              | 1                   | \$ 25,000.00 |
| 5.       | Water line installation                                       | 1005-4            | LF              | 250                 | \$ 5000.00   |
| 6.       | Sewer line installation                                       | 1006-4            | LF              | 125                 | \$ 5000.00   |
| 7.1      | Prefabricated Restroom Building Site preparation              | 1007-4.1          | LS              | 1                   | \$ 30,000.00 |
| 7.2      | Prefabricated Restroom building installation                  | 1007-4.2          | LS              | 1                   | \$ 25 000.00 |
| 8        | Concrete Removals                                             | 1008.4            | LS              | 1                   | \$ 5 000.00  |
| 9.1      | Concrete Work, Flat                                           | 1009-4.1          | SF              | 1260                | \$ 18000.00  |

REVISED B 3

|     |                                      |          |    |    |                                    |
|-----|--------------------------------------|----------|----|----|------------------------------------|
| 9.2 | Concrete Work, Grade Beams           | 1009-4.2 | LS | 1  | \$ 20,000.00                       |
| 10. | Electrical – General Provisions      | 1010-4   | LS | 1  | \$ 5000.00                         |
| 11. | Electrical Tests & Identification    | 1011-4   | LS | 1  | \$ 5000.00                         |
| 12. | Basic Electrical Materials & Methods | 1012-4   | LS | 1  | \$ 5000.00                         |
| 13. | Minor Electrical Demolition          | 1013-4   | LS | 1  | \$ 5000.00                         |
| 14. | Conduits                             | 1014-4   | LS | 1  | \$ 15000.00                        |
| 15. | Conductors                           | 1015-4   | LS | 1  | \$ 5000.00                         |
| 16. | Electrical Boxes                     | 1016-4   | LS | 1  | \$ 10000.00                        |
| 17. | Wiring Devices                       | 1017-4   | LS | 1  | \$ 5000.00                         |
| 18. | Nameplates & Warning Signs           | 1018-4   | LS | 1  | \$ 2500.00                         |
| 19. | Support Devices                      | 1020-4   | LS | 1  | \$ 2500.00                         |
| 20. | Grounding                            | 1021-4   | LS | 1  | \$ 2000.00                         |
| 21. | Light Fixtures on Modulators         | 1022-4   | EA | 20 | \$ <del>5000.00</del><br>25,000.00 |
| 22. | General Control Devices              | 1023-4   | EA | 1  | \$ 5000.00                         |
| 23. | Drinking Fountain                    | 1025-4   | LS | 1  | \$ 6000.00                         |
| 24. | Existing Tree Removal                | 1026-4   | LS | 1  | \$ 2000.00                         |
| 25. | Stump Removal                        | 1027-4   | LS | 1  | \$ 1500.00                         |

REVISED B 4

|                   |                                                  |          |      |       |                                        |
|-------------------|--------------------------------------------------|----------|------|-------|----------------------------------------|
| 26.1              | Irrigation Controller                            | 1028-4.1 | LS   | 1     | \$ 4000.00                             |
| 26.2              | Irrigation Valve and Head Repair and Replacement | 1028-4.2 | EA   | 7     | \$ 4000.00                             |
| 26.3              | New Irrigation Circuits                          | 1028-4.3 | EA   | 2     | \$ 2500.00                             |
| 26.4              | Irrigation Controller Wire Run                   | 1028-4.4 | EA   | 1     | \$ 2500.00                             |
| 26.5              | New Irrigation Rotors                            | 1028-4.5 | LF   | 150   | \$ 2500.00                             |
| 26.6              | Miscellaneous Items                              | 1028-4.6 | LS   | 1     | \$ 2000.00                             |
| 27.               | Lawn Planting                                    | 1029-4   | SF   | 9,500 | \$ 9500.00                             |
| 28.               | Tree Planting                                    | 1030-4   | EA.  | 2     | \$ 3000.00                             |
| 29.               | Landscape Maintenance                            | 1031-4   | UNIT | 3     | \$ 3000.00                             |
| 30                | Trash Receptacle                                 | 1034-4   | LS   | 1     | 1000.00                                |
| TOTAL BASE AMOUNT |                                                  |          |      |       | \$ <del>239,500.00</del> 279,500.00 Bc |

## ADDITIVE ITEM 1:

To be installed as required per Project Manager's direction. Payment for these items shall be based on the actual quantities installed.

All Bidders must provide bid item price for the Additive Items listed.

| ITEM NO. | DESCRIPTION                                                  | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | TOTAL        |
|----------|--------------------------------------------------------------|-------------------|-----------------|---------------------|--------------|
| 31       | Demolition of the Gazebo Structure, Barbeque Pit and Counter | 1033-5            | LS              | 1                   | \$ 12,000.00 |
| 32       | Temporary Fencing and Protection                             | 1034-4            | LS              | 1                   | \$ 4000.00   |

REVISED B 5



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

**TOTAL BID PRICE = BASE AMOUNT (DO NOT INCLUDE ADDITIVE ITEMS)**

TOTAL BID PRICE IN DIGITS: \$ 239,500.00 <sup>BK</sup> ~~257,500.00~~ <sup>Bo</sup>

TOTAL BID PRICE IN WORDS: Two Hundred Thirty Nine Thousand Five  
<sup>Bo</sup> Two Hundred Fifty Nine - Five Hundred hundred &  
 \*\*\*\*The lowest Bid will be determined on the basis of the lowest base amount without NO  
 considering the amounts listed for the additive items. \*\*\* Seventy thousand Cents

Contractor must complete all Work within seventy (70) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum: Date Received:  
 #01 5/19/2022  
 #02 6/16/22

Addendum: Date Received:  
 #03 \_\_\_\_\_  
 #04 \_\_\_\_\_

Bidder's Name (Company): JTEC Corporation

Signature: Brian Olshever

Print: Brian Olshever

Title: President

Date: 6.28.22

Signature: Brian Olshever

Print: Brian Olshever

Title: Secretary

Date: 6.28.22

## QUESTIONNAIRE FORM

☐ Prime      Sub-contractor (This form must be completed by and for each).

Fill out all of the following information. Attach additional sheets if necessary. Do not leave any question blank. If the question does not apply, write "N/A."

(1) Name of Firm: JTEC CORPORATION

(2) If the Firm's name is a fictitious name, what is the full name of the registered owner?

\* If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement with your submitted Bid.

(3) Business Address: 5776 Lindero Canyon Road, #156 Westlake Village, CA 91362

Phone 1: 805-551-5211 Phone 2: \_\_\_\_\_

Email: jtec1westlake@yahoo.com

(4) Type of Firm (Partnership, LLC, Corporation, S-Corp, etc.): Corporation

Organized under the laws of the State of: California

(5) California State Contractor's License Number and Class: 1022774

Original Date Issued: 01/20/2017 Expiration Date: 01/31/2023

(6) DIR Contractor Registration Number: 1022774

(7) List the person who attended the mandatory pre-Bid meeting or site visit for your firm:

Name: ALBERT Weigand Title: OFFICE / Project Assistant

(8) Please attach a brief biography/resume of the company, including the following information: (a) Year Firm Established; (b) Year Firm Established in California; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(9) Does the Firm have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project, and is this experience in actual operation of the Bidder with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work? Circle one: YES NO

(10) List the names, titles, addresses and phone numbers of all individuals, members, partners, joint venturers and company officers having a principal interest in this Firm:

Brian Olshever, President and Secretary

5776-D Lindero Canyon Road, #156

Westlake Village, CA 91362



- (11) List all current and prior aliases, and provide all filed fictitious business names ("doing business as"), for any principal having interest in this Bid:

N/A

- (12) Identify Principals/Partners in Firm and submit a brief professional resume for each:

| Name           | Title               | % of Ownership |
|----------------|---------------------|----------------|
| Brian Olshever | Secretary/President | 100            |
|                |                     |                |
|                |                     |                |

- (13) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit a brief resume for each. (Do not duplicate any resumes required above):

| Name           | Title               |
|----------------|---------------------|
| Brian Olshever | President/Secretary |
|                |                     |
|                |                     |

- (14) Bidder Diversity Statement. You must mark all the following that apply to the ownership of this firm and enter where provided enter the correct percentage (%) of ownership of each:

Caucasian  
American (Male)  
100 %

Public-Held  
Corporation  
\_\_\_\_\_ %

Government  
Agency  
\_\_\_\_\_ %

Non-Profit  
Organization  
\_\_\_\_\_ %

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following):

Resident-  
Owned\*  
\_\_\_\_\_ %

African  
American  
\_\_\_\_\_ %

Native  
American  
\_\_\_\_\_ %

Hispanic  
American  
\_\_\_\_\_ %

Asian/Pacific  
American  
\_\_\_\_\_ %

Hasidic  
Jew  
\_\_\_\_\_ %

Asian/Indian  
American  
\_\_\_\_\_ %

Woman-Owned  
(MBE)  
\_\_\_\_\_ %

Woman-Owned  
(Caucasian)  
\_\_\_\_\_ %

Disabled  
Veteran  
\_\_\_\_\_ %

Other (Specify):  
\_\_\_\_\_ %

WMBE Certification Number: N/A

Certified by (What Agency): \_\_\_\_\_

**(NOTE: A WMBE CERTIFICATION/NUMBER IS NOT REQUIRED TO BID – ENTER IF AVAILABLE)**

- (15) List the dates of any voluntary and involuntary bankruptcy judgments against any principal having an interest in this Bid:

N/A

---



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- (16) For all arbitrations, lawsuits, settlements and the like (in/out of court) that the Firm or any principal with an interest in this Bid has been involved with in the past five (5) years:

- a. List the names, addresses and phone numbers of the parties' contact persons:

N/A

---



---

- b. Briefly summarize the parties' claims and defenses:

N/A

---



---

- c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

N/A

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- (17) If the Firm or any principal having an interest in this Bid has ever had a contract terminated by the owner or agency, explain below:

No

---



---

- (18) If the Firm or any principal having an interest in this Bid ever failed to complete a project, explain below:

No

---



---

- (19) If the Firm or any principal having an interest in this Bid has ever been terminated for cause, even if it was converted to a "termination of convenience," explain below:

No

---



---

For the final questions, the word "you" and "your" shall refer to the Firm and all individuals, members, partners, joint venturers and company officers having a principal interest in this Bid.

- (20) For projects that the Firm or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

- |                                                        |                 |                                     |
|--------------------------------------------------------|-----------------|-------------------------------------|
| a. By you against the owner?                           | Circle one: Yes | <input checked="" type="radio"/> No |
| b. By the owner against you?                           | Circle one: Yes | <input checked="" type="radio"/> No |
| c. By any agency or individual for labor compliance?   | Circle one: Yes | <input checked="" type="radio"/> No |
| d. By Subcontractors?                                  | Circle one: Yes | <input checked="" type="radio"/> No |
| e. Are any such claims/actions unresolved/outstanding? | Circle one: Yes | <input checked="" type="radio"/> No |

If your answer is "yes" to any part or parts of this question, explain.

---



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- (21) List the last three (3) projects, if any, you have worked on or are currently working on for the City of Oxnard:

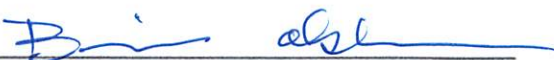
1. Oxnard Drainage Project- 200 Bard Street, Oxnard, CA
2. \_\_\_\_\_
3. \_\_\_\_\_

Upon request of the City, the Firm shall furnish evidence showing a notarized financial statement, financial data, construction experience or other additional information.

The Firm certifies under penalty of perjury under the laws of the State of California that the information provided in this Questionnaire Form is true and correct.

Signature:   
 Print: Brian Olshever

Title: President  
 Date: June 28, 2022

Signature:   
 Print: Brian Olshever

Title: Secretary  
 Date: June 28, 2022



**ACKNOWLEDGMENT**

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

State of California  
County of VENTURA

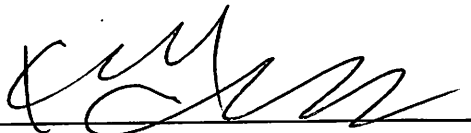
On 06/28/2022 before me, KASHIF CHADURY, A NOTARY PUBLIC  
(insert name and title of the officer)

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

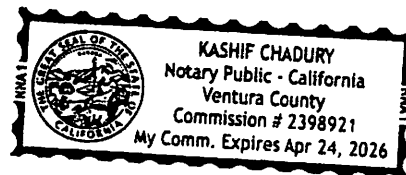
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



**This Questionnaire Form must be notarized below.**

State of California )

County of \_\_\_\_\_) ss

City of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_

(insert name and title of the officer) personally appeared \_\_\_\_\_,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)

is/are subscribed to the within instrument and acknowledged to me that he/she/they executed

the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the

instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the

instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that

the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**REFERENCES FORM**

For all like work that the Bidder is currently working on or has worked on for public agencies in the past two (2) years, provide the information requested below. If this information does not fit on this page, attach another page listing all information for all other such work. You may, but are not obligated to, attach a separate page to explain why a final contract amount differed from an original contract amount (e.g., change orders, extra work, or other circumstances) or if you or the agency filed any claims against each other and the substance and outcome of those claims.

Project 1 Description: Wayfinding/Trash Enclosure/ADA Sidewalk

Construction Dates From: 6/20/2021 To: 11/15/2021

Agency Name: Ventura Port Harbor

Project Manager: Joseph GOnzalez, P.E. Telephone: 805-701-4859

Original Contract Amount: \$ 295,000 (3) Final Contract Amount: \$ 295,000

Did you file any claims against the Agency? Circle one: Yes

**No**

Did the Agency file any claims against you? Circle one: Yes

**No**

Project 2 Description: Santa Paula Mill Park- Building and Restroom Construction (Fire Destruction)

Construction Dates From: Jan 8, 2022 To: March 3, 2022

Agency Name: City of Santa Paula

Project Manager: Bill Lindsey, AIA, PE Telephone: 805-625-1144

Original Contract Amount: \$ 128,000 Final Contract Amount: \$ 128,000

Did you file any claims against the Agency? Circle one: Yes

**No**

Did the Agency file any claims against you? Circle one: Yes

**No**

Project 3 Description: Mae Boyer/ Caretakers Building- Oakpark

Construction Dates From: 3/31/21 To: 6/30/21

Agency Name: Rancho Simi Recxreation and Park District

Project Manager: Tom Evans Telephone: 818-356-5589

Original Contract Amount: \$ 162,000 Final Contract Amount: \$ 162,000

Did you file any claims against the Agency? Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

Project 4 Description: Lake Piru Guard Station Construction

Construction Dates From: 8/19/19 To: 01/20/21

Agency Name: United Water Conservation District

Project Manager: Adrian Quroz, R.E., P.M. Telephone: 805-535-5746

Original Contract Amount: \$ 212,000 Final Contract Amount: \$ 212,000

Did you file any claims against the Agency? Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

I hereby give my permission to the City of Oxnard and its officers, employees and agents to contact references of the Bidder and its officers, managers, members, general partners, limited partners and other owners (collectively, the "Owners") and to request information from other agencies in which the Bidder and/or its Owners have worked. This permission includes the City reviewing any criminal records of the Owners and obtaining public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, or outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims the Bidder and its Owners, employees and agents may have against the City, its officers, employees and agents, as well as any agency providing feedback or the mentioned records, and those agencies' officers, employees and agents, regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph.

Bidder's Name: JTEC Corporation

Signature:   
 Print: Brian Olshever

Title: President  
 Date: June 28, 2022

Signature:   
 Print: Brian Olshever

Title: Secretary  
 Date: June 28, 2022

## DESIGNATION OF SUBCONTRACTORS

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of Bids or offers for the construction of Streets, highways, or bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, photocopy this page and attach that additional page or those pages listing all other Subcontractors. If there is any change in this list of Subcontractors, Contractor must provide a new list to Project Manager before any unlisted Subcontractor can perform any Work. If Contractor intends to use no Subcontractors, please write "N/A" in the first open box.

| Name under which Subcontractor is Licensed and Registered | CSLB License Number(s) and Class(es) | DIR Contractor Registration Number | Address and Phone Number                                   | Type of Work (e.g., Electrical) | Percentage of Total Bid (e.g., 10%) <sup>1</sup> |
|-----------------------------------------------------------|--------------------------------------|------------------------------------|------------------------------------------------------------|---------------------------------|--------------------------------------------------|
| American NRL Electric                                     | 1052468                              | PW-LR-1000820218                   | 3172 Bunsen Ave Ste 1<br>Ventura, CA 93033<br>805-515-8642 | Electrical                      | 10 %                                             |
|                                                           |                                      |                                    |                                                            |                                 |                                                  |
|                                                           |                                      |                                    |                                                            |                                 |                                                  |
|                                                           |                                      |                                    |                                                            |                                 |                                                  |

Bidder's Name: JTEC Corporation

Signature: 

Print: Brian Olshever

Title: President

Date: June 28, 2022

Signature: 

Print: Brian Olshever

Title: Secretary

Date: June 28, 2022

<sup>1</sup> The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b). Bidders are instructed to review General Provisions Section 3-2 "SELF-PERFORMANCE" for the percentage of Contract Work required of the Contractor.



## INDUSTRIAL SAFETY RECORD FORM

This Industrial Safety Record Form must include all construction work undertaken in California by the undersigned and any partnership, joint venture corporation or s-corporation that any principal of the undersigned participated in as a principal or owner for the listed years. Separate information must be submitted for each such partnership, joint venture, or corporate or individual. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Industrial Safety Record Form. An explanation of the circumstances surrounding any and all fatalities must be attached.

|                                                                                                       | 2022<br>(so far) | 2021      | 2019    | 2018    | 2017    | 2016 | Total             |
|-------------------------------------------------------------------------------------------------------|------------------|-----------|---------|---------|---------|------|-------------------|
| Number of contracts                                                                                   | 6                | 9         | 9       | 4       | 5       |      | 33 private/public |
| Total dollar amount of contracts (in thousands)                                                       | \$ 834,888       | 1,475,405 | 710,212 | 378,000 | 412,000 |      | 3,810,505         |
| Number of fatalities                                                                                  | 0                | 0         | 0       | 0       | 0       | 0    | 0                 |
| Number of lost workday cases                                                                          | 0                | 0         | 0       | 0       | 0       | 0    | 0                 |
| Number of lost workday cases involving permanent transfer to another job or termination of employment | 0                | 0         | 0       | 0       | 0       | 0    | 0                 |

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Bidder's Name: JTEC Corporation

Signature: [Signature]

Print: Brian Olshever

Title: President

Date: June 28, 2022

Signature: [Signature]

Print: Brian Olshever

Title: Secretary

Date: June 28, 2022

**NONCOLLUSION DECLARATION  
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declare(s):

I/we am/are the President of JTEC Corporation,  
the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, LLC, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted its, his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, LLC, partnership, company, association, organization, Bid depository, or to any member or agent thereof, or to any individual, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person(s) executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on June 28, 2022 [date], at Moorpark [city], California [state].

Bidder's Name: JTEC Corporation

Signature:   
Print: Brian Olshever

Title: President  
Date: June 28, 2022

Signature:   
Print: Brian Olshever

Title: Secretary  
Date: June 28, 2022

**This Noncollusion Declaration must be notarized on the following page.**



**ACKNOWLEDGMENT**

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

State of California  
County of VENTURA

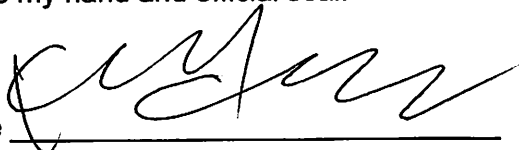
On 06/28/2022 before me, KASHIF CHADURY, A NOTARY PUBLIC  
(insert name and title of the officer)

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

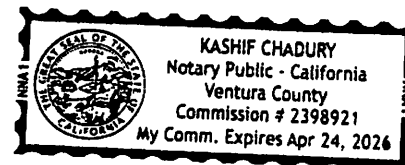
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



**(Continuation of Noncollusion Declaration)**

State of California )

County of \_\_\_\_\_) ss

City of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_ (insert  
 name and title of the officer) personally appeared \_\_\_\_\_, who proved to  
 me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the  
 within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the  
 entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF  
 PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
 WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**City of Oxnard**  
**Minority and Women-Owned Business Report**  
**Contract and Subcontract Activity**

Public Reporting Burden for this collection of information is estimated to average .50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB Control Number.

Executive Order 12421 dated July 14, 1983, directs the Minority Business Development Plans shall be developed by each Federal Agency and that these annual plans shall establish minority business development objectives. The information is used by HUD to monitor and evaluate MBE activities against the total program activity and the designated minority business enterprise (MBE) goals. The Department requires the information to provide guidance and oversight for programs for the development of minority business enterprise concerning Minority Business Development. If the information is not collected HUD would not be able to establish meaningful MBE goals nor evaluate MBE performance against these goals. While no assurances of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.

**Privacy Act Notice** - The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulations promulgated there under at Title 12, Code of Federal Regulations. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by law.<sup>2</sup>

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<sup>2</sup> Cited from the U.S. Department of Housing and Urban Development M/WBE Form 2516

### Minority and Woman Owned Business Report Contract and Subcontract Activity Form

|                                           |                                                                            |                                                                |
|-------------------------------------------|----------------------------------------------------------------------------|----------------------------------------------------------------|
| 1. Agency/Company/Organization            | 2. Agency/Company Address                                                  | 3. Phone Number (Including Area Code)                          |
| City of Oxnard<br>Public Works Department | 305 West Third Street, 3 <sup>rd</sup> Fl-East<br>Oxnard, California 93030 | (805) 385-8280                                                 |
| 4. Name of Contact Person (Prime)         | 5. Name of Contractor                                                      | 6. Contractor Address <sup>3</sup>                             |
| Brian Olshever                            | JTEC Corporation                                                           | 5776 -D Lindero Canyon Road, #156<br>Weslake Village, CA 91362 |
| 7. Prime Contract Amount:                 | 8. Primary Trade of the Contractor                                         | 9. Contractor's Employer ID (IRS Tax) Number                   |
| 239,500                                   | General and Building Contractor                                            | 37-8676181                                                     |

Place answer yes or no by marking " " or an "X" in the appropriate area.

|                                                                                                        |  |     |  |    |
|--------------------------------------------------------------------------------------------------------|--|-----|--|----|
| 10. Indicate whether 51% or more of the contractor's company ownership is held by a minority or women. |  | YES |  | NO |
| 11. Is your company the prime contractor?                                                              |  | YES |  | NO |

<sup>3</sup> Submit form for Contractor and each Subcontractor.

### Minority and Woman Owned Business Report Contract and Subcontract Activity Form

|                                     |                                                                                                    |                                         |                        |                          |
|-------------------------------------|----------------------------------------------------------------------------------------------------|-----------------------------------------|------------------------|--------------------------|
| 12.                                 | Indicate whether 51% or more of the contractor's company ownership is held by individuals who are: | Mark a " " or an "X" by all that apply. |                        |                          |
| <input checked="" type="checkbox"/> | Male                                                                                               | <input checked="" type="checkbox"/>     | White American         |                          |
|                                     |                                                                                                    | <input type="checkbox"/>                | Black American         |                          |
|                                     |                                                                                                    | <input type="checkbox"/>                | Native American        |                          |
|                                     | Female                                                                                             | <input type="checkbox"/>                | Hispanic American      |                          |
|                                     |                                                                                                    | <input type="checkbox"/>                | Asian/Pacific American |                          |
|                                     |                                                                                                    | <input type="checkbox"/>                | Hasidic Jews           |                          |
| 13.                                 | Will you have subcontractors working on the project?                                               | <input checked="" type="radio"/>        | YES                    | <input type="radio"/> NO |

#### MWBE Questionnaire Key

1. **Agency/Company/Organization** – Responsible entity managing the project development.
2. **Agency/Company Address** – Physical address of the responsible entity.
3. **Phone Number** – Telephone number of the responsible entity.
4. **Name of Contact Person** – Staff responsible for project development and reporting.
5. **Name of Contractor/Subcontractor** – Company name in charge of construction.
6. **Contractor/Subcontractor Address** – Business (physical) address of the contractor.
7. **Prime Contract Amount** – Bid awarded Amount for the general construction of the project. Subcontractors only need to enter amount provided for their portion of the project.
8. **Primary Trade of the Contractor** – Contractor's specialty (general, welding, pipefitting, plumbing, electrical and wiring, etc.)
9. **Contractor's Employer ID Number** – Tax ID number for federal reference.

**Minority or Woman-Owned Business Enterprise (M/WBE)** – Minority or Woman-Owned Business Enterprise is a business in which minority, to include women, own 51 percent or more of a company; or, in the case of a publicly-owned business, one in which minority-group members own at least 51 percent of its voting stock and control management and daily business operations.

## SUBCONTRACTOR MINORITY AND WOMEN BUSINESS ENTERPRISES

|                                           |                                                                            |                                                 |
|-------------------------------------------|----------------------------------------------------------------------------|-------------------------------------------------|
| 1. Agency/Company/Organization            | 2. Agency/Company Address                                                  | 3. Phone Number (Including Area Code)           |
| City of Oxnard<br>Public Works Department | 305 West Third Street, 3 <sup>rd</sup> Fl-East<br>Oxnard, California 93030 | (805) 385-8280                                  |
| 4. Contact Person (Subcontractor Unit)    | 5. Name of Subcontractor <sup>4</sup>                                      | 6. Subcontractor Address                        |
| Kyle Phillippe                            | American NRG Electric                                                      | 3172 Dunson Ave #1<br>Ventura, CA 93022         |
| 7. Contract Amount:                       | 8. Primary Trade of the Subcontractor                                      | 9. Subcontractor's Employer ID (IRS Tax) Number |
| 22,000.00                                 | Electrical                                                                 | 01-0167823                                      |

10. Indicate whether 51% or more of the subcontractor's company ownership is held by a minority or women.

\_\_\_\_\_ YES XX NO

11. Indicate whether 51% or more of the contractor's company ownership is held by individuals who are:

Mark an "X" by all that apply.

|                |                          |                              |
|----------------|--------------------------|------------------------------|
| <u>XX</u> Male | <u>XX</u> White American | _____ Hasidic Jews           |
|                | _____ Black American     | _____ Asian/Pacific American |
|                | _____ Native American    |                              |
| _____ Female   | _____ Hispanic American  |                              |

<sup>4</sup> Submit form for Contractor and each Subcontractor.



U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

Representations, Certifications,  
and Other Statements of Bidders  
Public and Indian Housing Programs

HUD-5369-A

## Representations, Certifications, and Other Statements of Bidders Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that—

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory—

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

N/A

(Insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization).

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

(d) (Contracting Officer check if following paragraph is applicable)

(i) Non-collusive affidavit, (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" ☒ is ☐ is not included with the bid.

### 2. Contingent Fee Representation and Agreement

#### (a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder

(1) ☐ has ☒ has not employed or retained any person or company to solicit or obtain this contract; and

(2) ☐ has ☒ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.



(b) The bidder, by signing to bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1999 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities," and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder, or;
- (b) Impair the bidder's objectivity in performing the contract work.

☒ In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

(a) "Acceptance period" as used in this provision, means the number of calendar days available to the PHA/PIHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/PIHA requires a minimum acceptance period of (Contracting Officer insert time period) calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA/PIHA's minimum requirement. The bidder allows the following acceptance period: calendar days per specs

(e) A bid allowing less than the PHA/PIHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### 7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid offer that it -

(a) ☐ is ☒ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) ☐ is ☒ is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) ☐ is ☒ is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you) N/A

- |                                             |                                                   |
|---------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

#### 8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) ☐ is ☒ is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) ☐ is ☒ is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or



community including Native villages and Native groups (including corporations organized by Kanih, Juneau, Gita, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

**9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)**

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)**

(a) The bidder's attention is called to the clause entitled Equal Employment Opportunity of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)**

The bidder certifies that:

(a) Any facility to be used in the performance of this contract ☐ is, ☒ is not, listed on the Environmental Protection Agency List of Violating Facilities.

(b) The bidder will immediately notify the PHA/HA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)**

(a) The bidder shall complete and submit with his/her bid the Form HUD-2630, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"

☐ is, ☒ is not, included with the bid.

**13. Bidder's Signature**

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)  
Brian Olshever

(Typed or Printed Name)

President

(Title)

JTEC Corporation

(Company Name)

(Company Address)

5776 D Lindero Canyon rd  
#156  
Westlake Village, CA  
91362



US Department of Housing and Urban Development  
Office of Housing/Federal Housing CommissionerUS Department of Agriculture  
Farmers Home Administration

|                                                                                                                                 |                            |                                                                                                            |                                                                                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------|----------------------------|------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Part I to be completed by Controlling Participant(s) of Covered Projects</b><br>(See instructions)<br>Reason for submission: |                            | <b>For HUD HQ/FmHA use only</b>                                                                            |                                                                                                                                                                |
| 1. Agency name and City where the application is filed<br><i>City of OKLAHOMA</i>                                               |                            | 2. Project Name, Project Number, City and Zip Code<br><i>Community Center Park Reticum B-18-MC-06-0534</i> |                                                                                                                                                                |
| 3. Loan or Contract amount \$<br><i>239,500</i>                                                                                 | 4. Number of Units or Beds | 5. Section of Act                                                                                          | 6. Type of Project (check one)<br><input type="checkbox"/> Existing <input checked="" type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New) |

## 7. List all proposed Controlling Participants and attach complete organization chart for all organizations showing ownership %

| Name and address (Last, First, Middle Initial) of controlling participant(s) proposing to participate | 8 Role of Each Principal in Project | 9. SSN or IRS Employer Number (TIN) |
|-------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|
| <i>Brian OLSHAWER A</i>                                                                               | <i>OWNER</i>                        | <i>552-11-2443</i>                  |
|                                                                                                       |                                     |                                     |
|                                                                                                       |                                     |                                     |

Certifications: The controlling participant(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as controlling participant(s) in the role(s) and project listed above. The controlling participant(s) certify that the information provided on this form and in any accompanying documentation is true and accurate. I/we acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment. The controlling participant(s) further certify to the truth and accuracy of the following:

- Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the controlling participant(s) have participated or are now participating.
- For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
  - No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
  - The controlling participants have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
  - There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects;
  - There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence;
  - The controlling participants have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
  - The controlling participants have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
  - The controlling participants have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
  - All the names of the controlling participants who propose to participate in this project are listed above.
- None of the controlling participants is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
- None of the controlling participants is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
- None of the controlling participants have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any controlling participants have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
- None of the controlling participants is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
- Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

|                                                           |                                                            |                                              |                        |                                               |
|-----------------------------------------------------------|------------------------------------------------------------|----------------------------------------------|------------------------|-----------------------------------------------|
| Name of Controlling Participant<br><i>JTC Corporation</i> | Signature of Controlling Participant<br><i>[Signature]</i> | Certification (mm/dd/yyyy)<br><i>6/28/22</i> | Date<br><i>6/28/22</i> | Area Code and Tel. No.<br><i>805-551-5211</i> |
| This form prepared by (print name) <i>Brian OLSHAWER</i>  |                                                            |                                              |                        |                                               |
|                                                           |                                                            |                                              |                        | Area Code and Tel. No.                        |



**Schedule A: List of Previous Projects and Section 8 Contracts.** Below is a complete list of the controlling participants' previous participation projects and participation history in covered projects as per 24 CFR, part 200 §200.214 and multifamily Housing programs of FmHA, State and local Housing Finance Agencies, if applicable. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, **"No previous participation, First Experience"**.

| 1. Controlling Participants' Name (Last, First) | 2. List of previous projects (Project name, project ID and, Govt. agency involved) | 3. List Participant's Role(s) (indicate dates participated, and if fee or identity of interest participant) | 4. Status of loan (current, defaulted, assigned, foreclosed) | 5. Was the Project ever in default during your participation<br>Yes No If yes, explain |  | 6. Last MOR rating and Physical Insp. Score and date |
|-------------------------------------------------|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|----------------------------------------------------------------------------------------|--|------------------------------------------------------|
| "No Previous Participation, First Experience"   |                                                                                    |                                                                                                             |                                                              |                                                                                        |  |                                                      |

**Part II- For HUD Internal Processing Only**

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

|                                  |                        |                                                                                                                                                 |                                                                                                                              |
|----------------------------------|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| Date (mm/dd/yyyy)                | Tel No. and area code  | <input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended.<br><br><input type="checkbox"/> B. Name match in system | <input type="checkbox"/> C. Disclosure or Certification problem<br><br><input type="checkbox"/> D. Other (attach memorandum) |
| Staff                            | Processing and Control |                                                                                                                                                 |                                                                                                                              |
| Signature of authorized reviewer |                        | Signature of authorized reviewer                                                                                                                | Approved<br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                         |
|                                  |                        |                                                                                                                                                 | Date (mm/dd/yyyy)                                                                                                            |



**Instructions for Completing the Previous Participation Certificate, form HUD-2530**

Carefully read these instructions and the applicable regulations. A copy of the regulations published at 24 C.F.R. part 200, subpart H, § 200.210-200.222 can be obtained on-line at [www.gpo.gov](http://www.gpo.gov) and from the Account Executive at any HUD Office. Type or print neatly in ink when filling out this form. Incomplete form will be returned to the applicant.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. **Carefully read the certification before you sign it.** Any questions regarding the form or how to complete it can be answered by your HUD Account Executive.

**Purpose:** This form provides HUD/USDA FmHA with a certified report of all previous participation in relevant HUD/USDA programs by those parties submitting the application. The information requested in this form is used by HUD/USDA to determine if you meet the standards established to ensure that all controlling participants in HUD/USDA projects will honor their legal, financial and contractual obligations and are of acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify and submit your record of previous participation, in relevant projects, by completing and signing this form, before your participation can be approved.

***HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.***

***Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.***

**Who Must Sign and File Form HUD-2530:** Form HUD-2530 must be completed and signed by all Controlling Participants of Covered Projects, as such terms are defined in 24 CFR part 200 §200.212, and as further clarified by the Processing Guide (HUD notice H 2016-15) referenced in 24 CFR §200.210(b) and available on the HUD website at: [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/housing/mfh/prevparticipation](http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/prevparticipation).

**Where and When Form HUD-2530 Must Be Filed:** The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects listed in 24 CFR §200.214 and for the Triggering Events listed at 24 CFR §200.218.

**Review of Adverse Determination:** If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration in accordance with 24 CFR §200.222 and further clarified by the Processing Guide. Request must be made in writing within 30 days from your receipt of the notice of determination.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law 42 U.S.C. 3535(d) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved controlling participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a controlling participant may not participate in a proposed or existing multifamily or healthcare project. HUD uses this information to evaluate whether or not controlling participants pose an unsatisfactory underwriting risk. The information is used to evaluate the potential controlling participants and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

**Privacy Act Statement:** The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

**Public reporting burden** for this collection of information is estimated to average three hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

## APPENDIX F

## SECTION 3 TERMS AND CONDITIONS

General Policy Statement

Read and initial each paragraph to verify that the terms of the statements have been reviewed and acknowledged.

*FO* It is the policy of the U.S. Department of Housing and Urban Development (HUD) to require contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, sexual orientation, national origin, disability, veteran's or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

*FO* The City of Oxnard ("City") CDBG program implements this policy through the awarding of contracts to contractors, vendors, and suppliers, to create employment and business opportunities for city residents.

*FO* The policy shall result in a reasonable level of success in the recruitment, employment, and utilization of residents and other eligible persons and business by city-awarded contractors working on contracts partially or wholly funded with the HUD monies. A contractor's or vendor's potential for success by providing employment and business opportunities to city residents shall be examined and considered prior to acting on any proposed contract award.

*FO* Section 3 requirements are triggered when a covered project creates the need for new employment, contracting or training opportunities. Recipients are not required to hire Section 3 residents or award contracts to Section 3 businesses other than what is needed to complete covered projects/activities.



### Section 3 Purpose

As a bid applicant on a federally funded project, in part or in whole, General Contractors and/or Primary Bidders, in addition to all Subcontractors must adhere to the Section 3 federal statutes to the greatest extent feasible and acknowledge by initialing each below that attempts will be made to accomplish the following:

WJ Section 3 of the HUD Act of 1968, as amended (12 U.S.C. 1701u) (Section 3), requires the City of Oxnard CDBG and HOME programs ensure that employment and other economic and business opportunities generated by through (HUD) financial assistance, to the greatest extent feasible, are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low- and very-low income persons. If awarded, [BUSINESS] will notify low-income residents through marketing efforts such as general news circulars, labor organizations and unions, public housing authorities, and any other methods of outreach efforts specified to low-income persons and businesses.

WJ Consider and categorize the following types of eligible, low-income new hires for Section 3 purposes: 1) New Employees; 2) Returning laid off workers; 3) Temporary & Seasonal Workers; and 4) Full-Time Workers.

WJ The existing Procurement Policy also contains goal requirements for soliciting opportunities for contracts to Minority and Women Business Enterprises (MBE/WBE).

WJ Section 3 requirements do not apply to materials only contracts, nor does it recommend a specific method of procurement or supersede local or federal procurement policies.

Section 3 Applicability

☐ If awarded, this contract will amount to or exceed \$100,000 and I understand this triggers the need for a Section 3 Plan and/or Section 3 Marketing efforts, pending the need for new employees and subcontractors to carry out the completion of the project.

☐ The [BUSINESS] is a Section 3 certified business. Please see the attached certification.

☐ The [BUSINESS] has hired \_\_\_\_ Section 3 staff within the past 3 years. Please see the attached proof of hires and corresponding low-income documentation.

☐ The [BUSINESS] will need new hires and intends to hire \_\_\_\_ new employees to carry out this project, thus triggering the need to market the job opportunity/(ies) to low-income residents.

☐ The contract will not amount or exceed \$100,000, therefore this section is not applicable to triggering the Section 3 requirements.

☒ The [BUSINESS] will be able to complete the project without the addition of new staff, for construction or administrative purposes, therefore this section is not applicable to triggering the Section 3 requirements.

If the [BUSINESS] does not trigger Section 3 requirements, no other Section 3 forms need to be filled out.

I understand that this is a federally funded project, in whole or in part, and [BUSINESS] will be held responsible for all documentation that satisfies the requirements set forth under the federal statutes of Section 3, and that I funding may be held or subject to refund in the event that compliance is not met.



June 28, 2022

Signature

Date

Brian Olshever, President

Printed Name and Title

JTEC Corporation

Company Name

## SECTION 3 BUSINESS CERTIFICATION

Name of Business

JTEC Corporation

(N/A

per Section 3 applicability)

Address of Business

Contact Person/Title

Telephone

Email

NO TRIGGERING  
OF SEC 3  
REQUIREMENT

Directions: Select one of the categories below if considered a Section 3 business. Also select which documentation will be attached to support Section 3 determination. Page two provides income eligibility information to aid in determining low-income residents/business owners.

\_\_\_\_\_ Status as a Section 3 resident-owned enterprise at least 51% owned by Section 3 residents:

- ☐ Provide copy of resident lease, evidence of participation in a public assistance program, or signed certification of Section 3 Resident
- ☐ Provide documentation of business ownership, such as copy of articles of incorporation, partnership agreement, list of owners/stockholders and percentage ownership of each, organization chart with names and titles.

\_\_\_\_\_ At least 30% of permanent, full-time employees are currently Section 3 Residents or were Section 3 residents within the past 3 years:

- ☐ Provide complete list of all permanent, full-time employees
- ☐ Provide list of employees claiming Section 3 status
- ☐ Provide documentation of Section 3 status for all applicable employees such as PHA residential lease or signed certification of Section 3 resident

\_\_\_\_\_ Commitment to subcontract 25% of the dollar awarded to qualified Section business (only applicable to prime contractors):

- ☐ Provide list of subcontracted Section 3 business(es) and subcontract amount
- ☐ Provide documentation of Section 3 status for applicable businesses

I hereby certify that the information provided here is true and correct and understand that any falsification of any information provided could subject me to disqualification and punishment under the law.

\_\_\_\_\_  
Authorized Name and Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Name and Signature

\_\_\_\_\_  
Date



**Public Works Department**

305 West Third Street, East Wing, Third Floor  
 Oxnard, California 93030  
 Tel 805.385.8280



May 19, 2022

**ADDENDUM NO. 1**

Community Center Park East Restroom Project  
 Specification No. PW 22-116  
 HUD Agreement No. B-18-MC-06-0534

**BID DUE DATE: 2:00 pm on June 28, 2022**

TO ALL BIDDERS:

Acknowledge receipt of this Addendum by enclosing one signed copy with your bid documents. (Note: Bidders are not required to include all addenda attachments with the signed copy.) Failure to do so may subject the bidder to disqualification. This Addendum forms a part of the Contract Documents as follows:

1. **Licenses:** Each Bidder shall possess a valid **Class A** Contractor's license issued by the California Contractors State License Board at the time of Contract award and a current city business license at the time of Contract award.
2. **Appendix H:** The attached Appendix H – HUD Agreement No. B-18-MC-06-0534 is hereby included and incorporated by reference into the Contract Documents.

**Addendum No. 1 Received:**

JTEC Corporation  
 Contractor's Name

[Signature]  
 Authorized Signature

Brian Olshewski president  
 Printed Name & Title

Date: 5/19/2022

5776-D LINOCERO Canyon Rd #D6  
 Address

Westlake Village, CA 91362  
 City, State, Zip Code

805-551-5211  
 Telephone number, including area code

**Public Works Department**

305 West Third Street, East Wing, Third Floor  
 Oxnard, California 93030  
 Tel 805.385.8280



June 16, 2022

**ADDENDUM NO. 2**

Community Center Park East Restroom Project  
 Specification No. PW 22-116  
 HUD Agreement No. B-18-MC-06-0534

**BID DUE DATE: 2:00 pm on June 28, 2022**

TO ALL BIDDERS:

Acknowledge receipt of this Addendum by enclosing one signed copy with your bid documents. (Note: Bidders are not required to include all addenda attachments with the signed copy.) Failure to do so may subject the bidder to disqualification. This Addendum forms a part of the Contract Documents as follows:

1. **Instructions to Bidders:** Changes have been made to the Instructions to Bidders. Bidders are instructed to discard the Instructions to Bidders pages I1 through I4 included in the Contract Documents and replace those pages with the attached Revised I1 through Revised I4.
2. **Bid Sheets:** Changes have been made to the Bid Sheets. Bidders are instructed to discard the Bid Sheets pages B1 through B6 included in the Contract Documents and replace those pages with the attached Revised B1 through Revised B6.
3. **Special Provisions.** Additional work has been added to this project as Additive Bid Items. Attached are pages SP 69 through SP 72 which addresses this work and is hereby incorporated into the Contract Documents by this reference.

**Addendum No. 2 Received:**

JTEC CORPORATION

Contractor's Name

Brian Olshever

Authorized Signature

Brian Olshever president

Printed Name & Title

Date: 6/16/2022

5776 - D LINDERO CANYON Rd #156

Address

Westlake Village, CA

City, State, Zip Code

91362 Po 93162

Telephone number, including area code

## **Brian A. Olshever**

**5776-D Lindero Canyon Road, #156  
Westlake Village, CA 91362  
805-551-5211**

### **General Engineering and Building Contractor**

#### **SUMMARY OF QUALIFICATIONS**

- **Officer Office Manager of Government Contracting Firm**
- **Officer Project Manager of Government Contracting Firm**
- **Licensed "A" General Engineering Contractor**
- **Licensed "B" General Building Contractor**
- **Extensive Knowledge and Experience in Architecture and Engineering**

#### **EDUCATION**

**Name of School Rutgers University September 1977 to June 1981  
Earned B.S. - Construction Management/Political Science  
Contractors State License- 1/31/2016 to the present- "A" and "B" Contractors License  
California Pools- Project Manager/Estimator March 1998 to September 2008**

#### **EXPERIENCE**

**I have extensive knowledge on all levels of Construction, from Estimating to completion**

- **Scheduling**
- **Construction Implementation**
- **Material Ordering**
- **Labor Organizing**
- **Equipment**
- **Stormwater Pollution Control Implementation**
- **State and Federal Government Labor Compliance**
- **Cost Analysis**
- **Job Accounting**
- **Daily Job Reports**
- **Change Orders**
- **Estimating**
- **Read and Design Plans**
- **Media**
- **Operating Equipment**
- **Surveying**
- **Laser and Staking**

**Asphalt, Concrete, Block walls, concrete footing, grading, excavation, Underground Water, Underground Electrical, Underground Sewer and all other utilities, Carpentry, Foundations, Utility Hook-ups, these trades of acknowledge were applied to the construction of Dog Parke, Skate Parke, Parking lot Structure, Building Construction, Tilt up and Block, Parks, Residential and Commercial developments**

## Questionnaire form #8 Question

Establish 2016

California 2016

No Former Names

No parent Company

Bond No. BBSU489

## BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has issued an invitation for Bids for the Work described as the Community Center Park East Restroom Project, Specification No. PW 22-116.

WHEREAS JTEC Corporation, 5776-D Lindero Canyon Rd #156, Westlake Village, CA 91362  
*(Name and address of Bidder)*

("Principal"), desires to submit a Bid to Agency for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

NOW, THEREFORE, we, the undersigned Principal, and Old Republic Surety Company  
14728 Pipeline Avenue, Suite E, Chino Hills, CA 91709  
*(Name and address of Surety)*

a corporation organized and existing under the laws of the State of Wisconsin  
("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of Ten Percent of amount bid

Dollars (\$ 10% of amount bid), being not less than ten percent (10%) of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assigns, executors, administrators, successors, and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the Agency and, within the time and in the manner required by the Contract Documents, enters into the written form of Contract, furnishes the required Payment and Performance Bonds (and a photocopy of each Bond), furnishes a copy of the Bidder's City business license and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this instrument, Surety further shall pay all court costs incurred by the Agency in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives Civil Code Section 2845.



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

Dated: June 7, 2022

"Principal"

JTEC Corporation

By: [Signature]

Its: President

By: [Signature]

Its: Secretary

(Seal)

"Surety"

Old Republic Surety Company

By: [Signature]

Its: Andrew Sysyn, Attorney-in-Fact

By: \_\_\_\_\_

Its: \_\_\_\_\_

(Seal)

**Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.**

## ACKNOWLEDGMENT

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

State of California  
County of VENTURA )

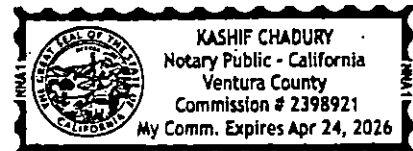
On 06/28/2022 before me, KASHIF CHADURY, A NOTARY PUBLIC  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



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

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

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_

*Date**Here Insert Name and Title of the Officer*

personally appeared \_\_\_\_\_

*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

*Signature of Notary Public**Place Notary Seal Above***OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )

County of Orange )

On JUN 07 2022 before me, Maria Sysyn, Notary Public

Date \_\_\_\_\_

Here Insert Name and Title of the Officer

personally appeared Andrew Sysyn

Name(s) of Signer(s)

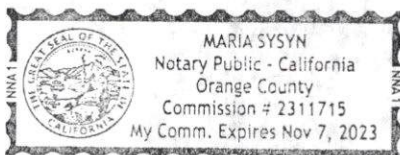
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public



*Place Notary Seal Above*

### OPTIONAL

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

\_\_\_\_\_  
 Signer(s) Other Than Named Above:

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual      ☐ Attorney in Fact

☐ Trustee                  ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signature is representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual      ☐ Attorney in Fact

☐ Trustee                  ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signature of representative: \_\_\_\_\_



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Andrew Sysyn of San Juan Capistrano, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 9th day of October, 2020

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner  
Assistant Secretary



Alan Pavlic  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 9th day of October, 2020, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson  
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

### CERTIFICATE

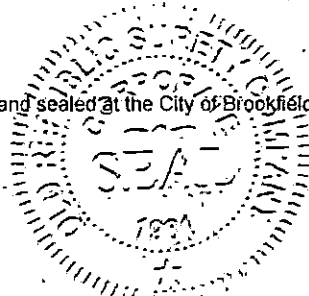
I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74 7199



Signed and sealed at the City of Brookfield, WI this 7th day of June, 2022

Karen J. Haffner  
Assistant Secretary



ORSC 22262 (3-06)



Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Construction practices and HUD administrative requirements establish the need that HAs maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule and schedule of amounts for contract payments. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. A separate breakdown is required for each project and prime contract instructions for preparation are given below.

a. **Heading.** Enter all identifying information required for both forms.

b. **Columns 1 and 2.** In column 1, enter the item numbers starting with No. 1, and in column 2 enter each principal division of work incorporated in the contract work.

(1) **Master List.** The Master list contains the basic items into which any construction contract may be subdivided for the purpose of preparing the Construction Progress Schedule and the Periodical Estimates for Partial Payments. Only those items shall be selected which apply to the particular contract. To ensure uniformity, no change shall be made in the item numbers. Generally, about 25 to 40 major items appear in a contract.

(2) **Items Subdivided.** In the Contractor's breakdown, against which all periodical estimates will be checked prior to payment, each major item must be subdivided into sub-items pertinent to the project involved and in agreement with the Contractor's intended basis for requesting monthly payments.

c. **Column 3.** Enter the total quantity for each sub-item of each principal division of work listed in the breakdown.

d. **Column 4.** Enter the appropriate unit of measure for each sub-item of work opposite the quantities described in column 3, such as "sq. ft.," "cu. yd.," "tons," "lb.," "lumber per M/BM," "brickwork per M," etc., applicable to the particular sub-item. Items shown on "lump sum" or equivalent basis will be paid for only on completion of the whole item and not on a percentage of completion basis.

e. **Column 5.** Enter the unit price, in place, of each sub-item of work.

f. **Column 6.** Enter the amount of each sub-item obtained by multiplying the quantities in column 3 by the corresponding unit prices in column 5.

g. **Column 7.** Enter the amount of principal item only, obtained by adding the amounts of all sub-items of each principal division of work listed in column 6. Continue with the breakdown on form HUD-51000.

h. The "Schedule of Amounts for Contract Payments" shall be signed and dated in the space provided at the bottom of each sheet of the form by the individual who prepared the breakdown for the Contractor.

2. The minimum number of copies required for each submission for approval is an original and two copies. When approved, one fully approved copy will be returned to the Contractor.

### Master List of Items

| Item No. | Division of Work                 | Item No. | Division of Work             | Item No. | Division of Work               |
|----------|----------------------------------|----------|------------------------------|----------|--------------------------------|
| 1        | Bond                             | 20       | Rough Carpentry              |          | <b>Site Improvements</b>       |
| 2        | General Conditions               | 21       | Metal Bucks                  | 44       | Retaining Walls                |
| 3        | Demolition & Clearing            | 22       | Caulking                     | 45       | Storm Sewers                   |
|          | <b>Structures</b>                | 23       | Weatherstripping             | 46       | Sanitary Sewers                |
| 4        | General Excavation               | 24       | Lath & Plastering-Drywall    | 47       | Water Distribution System      |
| 5        | Footing Excavation               | 25       | Stucco                       | 48       | Gas Distribution System        |
| 6        | Backfill                         | 26       | Finish Carpentry             | 49       | Electrical Distribution System |
| 7        | Foundation Piles & Caissons      | 27       | Finish Hardware              | 50       | Street & Yard Lighting         |
| 8        | Concrete Foundations             | 28       | Glass & Glazing              | 51       | Fire & Police Alarm System     |
| 9        | Concrete Superstructures         | 29       | Metal Doors                  | 52       | Fire Protection System         |
| 10       | Reinforcing Steel                | 30       | Metal Base & Trim            | 53       | Street Work                    |
| 11       | Waterproofing & Dampproofing     | 31       | Toilet Partitions            | 54       | Yard Work                      |
| 12       | Spandrel Waterproofing           | 32       | Floors                       | 55       | (Other)                        |
| 13       | Structural Steel                 | 33       | Painting & Decorating        | 56       | (Other)                        |
| 14       | Masonry                          | 34       | Screens                      |          | <b>Equipment</b>               |
| 15       | Stonework                        | 35       | Plumbing                     | 57       | Shades & Drapery Rods          |
| 16       | Miscellaneous & Ornamental Metal | 36       | Heating                      | 58       | Ranges                         |
| 17       | Metal Windows                    | 37       | Ventilating System           | 59       | Refrigerators                  |
| 18       | Roofing                          | 38       | Electrical                   | 60       | Kitchen Cabinets & Work Tables |
| 19       | Sheet Metal                      | 39       | Elevators                    | 61       | Laundry Equipment              |
|          |                                  | 40       | Elevator Enclosures—Metal    | 62       | (Other)                        |
|          |                                  | 41       | Incinerators—Masonry & Parts |          | <b>Punch List</b> 1/2          |
|          |                                  | 42       | (Other)                      | 63       | Lawns & Planting               |
|          |                                  | 43       | (Other)                      | 64       |                                |

1 General Conditions should be 3% to 5% of contract amount.

2 Punch List should be approximately 1/2 of 1% or \$30 per dwelling unit, whichever is greater.

"General Decision Number: CA20220015 04/01/2022

Superseded General Decision Number: CA20210015

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Ventura County in California.

BUILDING, DREDGING (does not include hopper dredge work), HEAVY (does not include water well drilling), AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

|                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | <ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</li> </ul>  |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:         | <ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</li> </ul> |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/07/2022       |
| 1                   | 01/14/2022       |
| 2                   | 01/28/2022       |
| 3                   | 02/25/2022       |
| 4                   | 04/01/2022       |

ASBE0005-002 09/01/2021

| Rates | Fringes |
|-------|---------|
|-------|---------|

Asbestos Workers/Insulator  
(Includes the application of  
all insulating materials,  
protective coverings,  
coatings, and finishes to all  
types of mechanical systems).....\$ 47.25      24.45

Fire Stop Technician  
(Application of Firestopping  
Materials for wall openings  
and penetrations in walls,  
floors, ceilings and curtain  
walls).....\$ 32.09      19.66

-----  
ASBE0005-004 07/05/2021

| Rates | Fringes |
|-------|---------|
|-------|---------|

Asbestos Removal  
worker/hazardous material  
handler (Includes  
preparation, wetting,  
stripping, removal,  
scrapping, vacuuming, bagging  
and disposing of all  
insulation materials from  
mechanical systems, whether  
they contain asbestos or not)....\$ 22.40      13.07

-----  
BOIL0092-003 01/01/2021

| Rates | Fringes |
|-------|---------|
|-------|---------|

BOILERMAKER.....\$ 46.03      38.81

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\* BRCA0004-012 05/01/2020

| Rates | Fringes |
|-------|---------|
|-------|---------|

BRICKLAYER; MARBLE SETTER.....\$ 41.39      18.81

\*The wage scale for prevailing wage projects performed in  
Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine  
Palms, Needles and 1-15 corridor (Barstow to the Nevada  
State Line) will be Three Dollars (\$3.00) above the  
standard San Bernardino/Riverside County hourly wage rate

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BRCA0018-004 06/01/2021

| Rates | Fringes |
|-------|---------|
|-------|---------|

MARBLE FINISHER.....\$ 35.90      14.11  
TILE FINISHER.....\$ 30.47      12.52  
TILE LAYER.....\$ 43.09      18.31

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BRCA0018-010 09/01/2020

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| TERRAZZO FINISHER.....      | \$ 33.66 | 14.20   |
| TERRAZZO WORKER/SETTER..... | \$ 41.60 | 14.73   |

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CARP0213-001 07/01/2021

|                                                                                                                                                              | Rates    | Fringes |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| CARPENTER                                                                                                                                                    |          |         |
| (1) Carpenter, Cabinet<br>Installer, Insulation<br>Installer, Hardwood Floor<br>Worker and acoustical<br>installer.....                                      | \$ 51.60 | 16.28   |
| (2) Millwright.....                                                                                                                                          | \$ 52.10 | 16.48   |
| (3) Piledrivermen/Derrick<br>Bargeman, Bridge or Dock<br>Carpenter, Heavy Framer,<br>Rock Bargeman or Scowman,<br>Rockslinger, Shingler<br>(Commercial)..... | \$ 51.73 | 16.28   |
| (4) Pneumatic Nailer,<br>Power Stapler.....                                                                                                                  | \$ 51.85 | 16.28   |
| (5) Sawfiler.....                                                                                                                                            | \$ 51.69 | 16.28   |
| (6) Scaffold Builder.....                                                                                                                                    | \$ 42.80 | 16.28   |
| (7) Table Power Saw<br>Operator.....                                                                                                                         | \$ 51.70 | 16.28   |

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

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CARP0213-002 07/01/2021

|                           | Rates     | Fringes |
|---------------------------|-----------|---------|
| Diver                     |           |         |
| (1) Wet.....              | \$ 834.40 | 16.28   |
| (2) Standby.....          | \$ 445.84 | 16.28   |
| (3) Tender.....           | \$ 437.84 | 16.28   |
| (4) Assistant Tender..... | \$ 413.84 | 16.28   |

Amounts in "'Rates' column are per day

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CARP0213-004 07/01/2021

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| Drywall                      |          |         |
| DRYWALL INSTALLER/LATHER.... | \$ 51.60 | 16.28   |
| STOCKER/SCRAPPER.....        | \$ 22.16 | 8.62    |

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CARP0721-001 07/01/2021

| Rates | Fringes |
|-------|---------|
|-------|---------|



Modular Furniture Installer.....\$ 21.85 7.15

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ELEC0952-001 12/27/2021

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Electricians: (All work  
within 32 road miles from the  
nearest base point)

|                              |          |       |
|------------------------------|----------|-------|
| Cable Splicer.....           | \$ 48.13 | 29.55 |
| Electrician                  |          |       |
| Transportation Systems       |          |       |
| Technician Journeyman        |          |       |
| Wireman - Street Lighting    |          |       |
| & Traffic Signals.....       | \$ 43.75 | 29.42 |
| Transportation Systems       |          |       |
| Technician - Street          |          |       |
| Lighting & Traffic Signals.. | \$ 32.81 | 29.09 |

ALL WORK MORE THAN 32 ROAD MILES FROM NEAREST BASE POINT:  
Add \$5.00 to the basic hourly rate. BASE POINTS: the main  
Post Office in the cities of Camarillo, Oak View, Oxnard,  
Santa Paula and Ventura.

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ELEC0952-003 12/27/2021

#### COMMUNICATIONS AND SYSTEMS WORK

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

#### Communications System

|                 |          |       |
|-----------------|----------|-------|
| Installer.....  | \$ 42.17 | 15.55 |
| Technician..... | \$ 30.10 | 12.78 |

#### SCOPE OF WORK:

Installation, testing, service and maintenance of systems  
utilizing the transmission and/or transference of voice,  
sound, vision and digital for commercial, educational,  
security and entertainment purposes for the following: TV  
monitoring and surveillance, background-foreground music,  
intercom and telephone interconnect, inventory control  
systems, microwave transmission, multi-media, multiplex,  
nurse call systems, radio page, school intercom and sound,  
burglar alarms, fire alarm (see last paragraph below) and  
low voltage master clock systems in commercial buildings.  
Communication Systems that transmit or receive information  
and/or control systems that are intrinsic to the above  
listed systems; inclusion or exclusion of terminations and  
testings of conductors determined by their function;  
excluding all other data systems or multiple systems which  
include control function or power supply; excluding  
installation of raceway systems, conduit systems, line  
voltage work, and energy management systems. Does not  
cover work performed at China Lake Naval Ordnance Test  
Station. Fire alarm work shall be performed at the current  
inside wireman total cost package.

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ELEV0018-001 01/01/2022

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|                        |          |            |
|------------------------|----------|------------|
| ELEVATOR MECHANIC..... | \$ 61.34 | 36.885+a+b |
|------------------------|----------|------------|

## FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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ENGI0012-003 07/01/2020

|                                  | Rates    | Fringes |
|----------------------------------|----------|---------|
| OPERATOR: Power Equipment        |          |         |
| (All Other Work)                 |          |         |
| GROUP 1.....                     | \$ 48.25 | 27.20   |
| GROUP 2.....                     | \$ 49.03 | 27.20   |
| GROUP 3.....                     | \$ 49.32 | 27.20   |
| GROUP 4.....                     | \$ 50.81 | 27.20   |
| GROUP 5.....                     | \$ 48.96 | 25.25   |
| GROUP 6.....                     | \$ 51.03 | 27.20   |
| GROUP 8.....                     | \$ 51.14 | 27.20   |
| GROUP 9.....                     | \$ 49.29 | 25.25   |
| GROUP 10.....                    | \$ 51.26 | 27.20   |
| GROUP 11.....                    | \$ 49.41 | 25.25   |
| GROUP 12.....                    | \$ 51.43 | 27.20   |
| GROUP 13.....                    | \$ 51.53 | 27.20   |
| GROUP 14.....                    | \$ 51.56 | 27.20   |
| GROUP 15.....                    | \$ 51.64 | 27.20   |
| GROUP 16.....                    | \$ 51.76 | 27.20   |
| GROUP 17.....                    | \$ 51.93 | 27.20   |
| GROUP 18.....                    | \$ 52.03 | 27.20   |
| GROUP 19.....                    | \$ 52.14 | 27.20   |
| GROUP 20.....                    | \$ 52.26 | 27.20   |
| GROUP 21.....                    | \$ 52.43 | 27.20   |
| GROUP 22.....                    | \$ 52.53 | 27.20   |
| GROUP 23.....                    | \$ 52.64 | 27.20   |
| GROUP 24.....                    | \$ 52.76 | 27.20   |
| GROUP 25.....                    | \$ 52.93 | 27.20   |
| OPERATOR: Power Equipment        |          |         |
| (Cranes, Piledriving & Hoisting) |          |         |
| GROUP 1.....                     | \$ 49.60 | 27.20   |
| GROUP 2.....                     | \$ 50.38 | 27.20   |
| GROUP 3.....                     | \$ 50.67 | 27.20   |
| GROUP 4.....                     | \$ 50.81 | 27.20   |
| GROUP 5.....                     | \$ 51.03 | 27.20   |
| GROUP 6.....                     | \$ 51.14 | 27.20   |
| GROUP 7.....                     | \$ 51.26 | 27.20   |
| GROUP 8.....                     | \$ 51.43 | 27.20   |
| GROUP 9.....                     | \$ 51.60 | 27.20   |
| GROUP 10.....                    | \$ 52.60 | 27.20   |
| GROUP 11.....                    | \$ 53.60 | 27.20   |
| GROUP 12.....                    | \$ 54.60 | 27.20   |
| GROUP 13.....                    | \$ 55.60 | 27.20   |
| OPERATOR: Power Equipment        |          |         |
| (Tunnel Work)                    |          |         |
| GROUP 1.....                     | \$ 50.10 | 27.20   |
| GROUP 2.....                     | \$ 50.88 | 27.20   |
| GROUP 3.....                     | \$ 51.17 | 27.20   |
| GROUP 4.....                     | \$ 51.31 | 27.20   |
| GROUP 5.....                     | \$ 51.53 | 27.20   |
| GROUP 6.....                     | \$ 51.64 | 27.20   |
| GROUP 7.....                     | \$ 51.76 | 27.20   |

## PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

## SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or

600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

## GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine,

Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

#### CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed,



lull or similar types)

## GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons);

Mobile tower crane operator (over 300 tons)

#### TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County

line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is

the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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 ENGI0012-004 08/01/2020

|                                                             | Rates    | Fringes |
|-------------------------------------------------------------|----------|---------|
| OPERATOR: Power Equipment<br>(DREDGING)                     |          |         |
| (1) Leverman.....                                           | \$ 56.40 | 30.00   |
| (2) Dredge dozer.....                                       | \$ 50.43 | 30.00   |
| (3) Deckmate.....                                           | \$ 50.32 | 30.00   |
| (4) Winch operator (stern<br>winch on dredge).....          | \$ 49.77 | 30.00   |
| (5) Fireman-Oiler,<br>Deckhand, Bargeman,<br>Leveehand..... | \$ 49.23 | 30.00   |
| (6) Barge Mate.....                                         | \$ 49.84 | 30.00   |

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 IRON0433-006 07/01/2020

|                                                | Rates    | Fringes |
|------------------------------------------------|----------|---------|
| IRONWORKER                                     |          |         |
| Fence Erector.....                             | \$ 34.58 | 24.81   |
| Ornamental, Reinforcing<br>and Structural..... | \$ 41.00 | 33.45   |

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,  
 Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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 LAB00300-005 03/01/2021

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| Asbestos Removal Laborer..... | \$ 37.49 | 21.88   |

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

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LAB00345-001 07/01/2021

|                  | Rates    | Fringes |
|------------------|----------|---------|
| LABORER (GUNITE) |          |         |
| GROUP 1.....     | \$ 46.50 | 20.42   |
| GROUP 2.....     | \$ 45.55 | 20.42   |
| GROUP 3.....     | \$ 42.01 | 20.42   |

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

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LAB00585-001 07/01/2020

|                  | Rates    | Fringes |
|------------------|----------|---------|
| LABORER (TUNNEL) |          |         |
| GROUP 1.....     | \$ 42.54 | 21.04   |
| GROUP 2.....     | \$ 42.86 | 21.04   |
| GROUP 3.....     | \$ 43.32 | 21.04   |
| GROUP 4.....     | \$ 44.01 | 21.04   |
| LABORER          |          |         |
| GROUP 1.....     | \$ 36.39 | 21.04   |
| GROUP 2.....     | \$ 36.94 | 21.04   |
| GROUP 3.....     | \$ 37.49 | 21.04   |
| GROUP 4.....     | \$ 39.04 | 21.04   |
| GROUP 5.....     | \$ 39.39 | 21.04   |

#### LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete

screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize



concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

#### TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodger and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

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LAB00585-003 07/01/2021

|                   | Rates    | Fringes |
|-------------------|----------|---------|
| Brick Tender..... | \$ 35.82 | 20.45   |

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LAB01184-001 07/01/2021

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| Laborers: (HORIZONTAL        |          |         |
| DIRECTIONAL DRILLING)        |          |         |
| (1) Drilling Crew Laborer... | \$ 38.89 | 17.10   |
| (2) Vehicle Operator/Hauler. | \$ 39.06 | 17.10   |
| (3) Horizontal Directional   |          |         |
| Drill Operator.....          | \$ 40.91 | 17.10   |
| (4) Electronic Tracking      |          |         |

|                                  |          |       |
|----------------------------------|----------|-------|
| Locator.....                     | \$ 42.91 | 17.10 |
| Laborers: (STRIPING/SLURRY SEAL) |          |       |
| GROUP 1.....                     | \$ 40.10 | 20.12 |
| GROUP 2.....                     | \$ 41.40 | 20.12 |
| GROUP 3.....                     | \$ 43.41 | 20.12 |
| GROUP 4.....                     | \$ 45.15 | 20.12 |

## LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LAB01414-001 08/05/2020

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| LABORER                      |          |         |
| PLASTER CLEAN-UP LABORER.... | \$ 36.03 | 21.01   |
| PLASTER TENDER.....          | \$ 38.58 | 21.01   |

Work on a swing stage scaffold: \$1.00 per hour additional.

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PAIN0036-007 07/01/2019

|                                                     | Rates    | Fringes |
|-----------------------------------------------------|----------|---------|
| Painters:                                           |          |         |
| (1) Repaint Including Lead Abatement.....           | \$ 25.40 | 15.87   |
| (2) High Iron & Steel.....                          | \$ 32.12 | 16.03   |
| (3) Journeyman Painter including Lead Abatement.... | \$ 30.04 | 16.03   |
| (4) Industrial.....                                 | \$ 34.02 | 16.49   |
| (5) All other work.....                             | \$ 30.04 | 16.03   |

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

#### HIGH IRON & STEEL:

Aerial towers, towers, radio towers, smoke stacks, flag poles (any flag poles that can be finished from the ground with a ladder excluded), elevated water towers, steeples and domes in their entirety and any other extremely high and hazardous work, cooning steel, bos'n chair, or other similar devices, painting in other high hazardous work shall be classified as high iron & steel

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PAIN0036-008 10/01/2021

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| DRYWALL FINISHER/TAPER..... | \$ 43.63 | 22.92   |

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PAIN0036-015 01/01/2020

|              | Rates    | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 43.45 | 23.39   |

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

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PAIN1247-002 01/01/2021

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| SOFT FLOOR LAYER..... | \$ 38.75 | 14.03   |

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PLAS0200-009 08/04/2021

|                | Rates    | Fringes |
|----------------|----------|---------|
| PLASTERER..... | \$ 45.77 | 18.39   |

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PLAS0500-002 07/01/2020

|                                   | Rates    | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 38.50 | 25.91   |

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PLUM0016-001 09/01/2021

|                                                                                                                                                                                     | Rates    | Fringes |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| PLUMBER/PIPEFITTER<br>Work ONLY on new additions<br>and remodeling of bars,<br>restaurant, stores and<br>commercial buildings not<br>to exceed 5,000 sq. ft. of<br>floor space..... | \$ 52.20 | 24.38   |
| Work ONLY on strip malls,                                                                                                                                                           |          |         |

|                                                                                                                                                                                                                                                |          |       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------|
| light commercial, tenant improvement and remodel work.....                                                                                                                                                                                     | \$ 39.91 | 22.71 |
| All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work..... |          |       |
|                                                                                                                                                                                                                                                | \$ 53.83 | 25.36 |

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PLUM0345-001 09/01/2021

|       |         |
|-------|---------|
| Rates | Fringes |
|-------|---------|

PLUMBER

|                               |          |       |
|-------------------------------|----------|-------|
| Landscape/Irrigation Fitter.. | \$ 36.85 | 24.75 |
| Sewer & Storm Drain Work....  | \$ 40.94 | 22.13 |

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ROOF0036-002 08/01/2021

|       |         |
|-------|---------|
| Rates | Fringes |
|-------|---------|

|             |          |       |
|-------------|----------|-------|
| ROOFER..... | \$ 42.07 | 18.92 |
|-------------|----------|-------|

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour ""pitch premium"" pay.

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\* SFCA0669-010 04/01/2022

DOES NOT INCLUDE PORT HUENEME, PORT MUGU, THE CITY OF SANTA PAULA, AND THAT PART OF VENTURA COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

|       |         |
|-------|---------|
| Rates | Fringes |
|-------|---------|

|                       |          |       |
|-----------------------|----------|-------|
| SPRINKLER FITTER..... | \$ 43.25 | 26.77 |
| (FIRE)                |          |       |

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SFCA0709-001 01/01/2021

PORT HUENEME, PORT MUGU, THE CITY OF SANTA PAULA, AND THAT PART OF VENTURA COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

|       |         |
|-------|---------|
| Rates | Fringes |
|-------|---------|

|                              |          |       |
|------------------------------|----------|-------|
| SPRINKLER FITTER (Fire)..... | \$ 48.71 | 29.15 |
|------------------------------|----------|-------|

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SHEE0273-002 08/01/2019

|       |         |
|-------|---------|
| Rates | Fringes |
|-------|---------|

|                         |          |       |
|-------------------------|----------|-------|
| SHEET METAL WORKER..... | \$ 45.48 | 30.05 |
|-------------------------|----------|-------|

HOLIDAYS: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day & Friday after, Christmas Day

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TEAM0011-002 07/01/2020

|               | Rates    | Fringes |
|---------------|----------|---------|
| TRUCK DRIVER  |          |         |
| GROUP 1.....  | \$ 32.59 | 30.59   |
| GROUP 2.....  | \$ 32.74 | 30.59   |
| GROUP 3.....  | \$ 32.87 | 30.59   |
| GROUP 4.....  | \$ 33.06 | 30.59   |
| GROUP 5.....  | \$ 33.09 | 30.59   |
| GROUP 6.....  | \$ 33.12 | 30.59   |
| GROUP 7.....  | \$ 33.37 | 30.59   |
| GROUP 8.....  | \$ 33.62 | 30.59   |
| GROUP 9.....  | \$ 33.82 | 30.59   |
| GROUP 10..... | \$ 34.12 | 30.59   |
| GROUP 11..... | \$ 34.62 | 30.59   |
| GROUP 12..... | \$ 35.05 | 30.59   |

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

#### TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck

repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of



the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"

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

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

1.1 Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

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

1.3 If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

1.4 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.

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

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

City of Oxnard  
Insurance Compliance  
Reference No. \_\_\_\_  
P.O. Box 100085 – OX  
Duluth, GA 30096  
Via Email: [cityofoxnard@ebix.com](mailto:cityofoxnard@ebix.com)  
Via Fax: 678-259-1007

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

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

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

6 Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and

volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

## INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

### *Certificates of Insurance*

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

### *Endorsement Forms*

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

# 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      | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. |               |                                  |                                   | GENERAL AGGREGATE \$2,000,000<br>PRODUCTS COMP/OP AGG. \$2,000,000<br>PERSONAL & ADV. INJURY \$2,000,000<br>EACH OCCURRENCE \$2,000,000<br>FIRE DAMAGE (Any one fire) \$<br>MED. EXPENSE (Any one person) \$ |
| A      | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY                                                                                       |               |                                  |                                   | COMBINED SINGLE LIMIT \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE \$                                                                                  |
| A      | <b>EXCESS LIABILITY</b><br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM                                                                                                                                                                                          |               |                                  |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                           |
| A      | <b>WORKERS' COMPENSATION</b><br>AND<br>EMPLOYERS' LIABILITY                                                                                                                                                                                                   |               |                                  |                                   | STATUTORY LIMITS<br>EACH ACCIDENT \$1,000,000<br>DISEASE-POLICY LIMIT \$1,000,000<br>DISEASE-EACH EMPLOYEE \$1,000,000                                                                                       |
| A      | <b>OTHER</b><br>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<br>Each consultant/ \$500,000<br>& listed sub-consultant<br>Course of Construction<br>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](mailto:cityofoxnard@ebix.com)**  
**Via Fax: 678-259-1007**

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE



**GENERAL LIABILITY SPECIAL ENDORSEMENT  
FOR THE CITY OF OXNARD (the "City")****SUBMIT IN DUPLICATE**

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

PRODUCER \_\_\_\_\_

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

Telephone: \_\_\_\_\_

NAMED INSURED \_\_\_\_\_

**SAMPLE**☐ Deductible ☐ Self-Insured Retention (check which) of \$ \_\_\_\_\_  
with an Aggregate of \$ \_\_\_\_\_ applies to \_\_\_\_\_  
coverage. ☐ Per Occurrence ☐ Per Claim (which) \_\_\_\_\_**APPLICABILITY** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: \_\_\_\_\_**TYPE OF INSURANCE**

CITY AGREEMENTS/PERMITS \_\_\_\_\_

**GENERAL LIABILITY**

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

- ☐
- Claims Made
- 
- Retroactive Date \_\_\_\_\_
- 
- ☐
- Occurrence

**OTHER PROVISIONS****COVERAGES****LIABILITY LIMITS IN THOUSANDS \$**EACH  
OCCURRENCE

AGGREGATE

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

Underwriter=s representative for claims pursuant to this insurance.

**CLAIMS:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

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

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](mailto:cityofoxnard@ebix.com)

Via Fax: 678-259-1007

**AUTHORIZED REPRESENTATIVE**☐ Broker/Agent ☐ Underwriter ☐ \_\_\_\_\_

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

Signature \_\_\_\_\_  
(original signature required)

Telephone: ( ) \_\_\_\_\_ Date Signed \_\_\_\_\_

| AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT<br>FOR THE CITY OF OXNARD (the "City")                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                       |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------|--|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | SUBMIT IN DUPLICATE                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                       |  |
| PRODUCER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  | ENDORSEMENT NO.                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | ISSUE DATE (MM/DD/YY) |  |
| Telephone:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | POLICY INFORMATION:<br>Insurance Company:<br>Policy No.:<br>Policy Period: (from) _____ (to)<br>LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits<br><input type="checkbox"/> In Addition to Limits                                                                                                                                                                                                                               |  |                       |  |
| NAMED INSURED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____<br>with an Aggregate of \$ _____ applies to _____<br>coverage. <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Per Claim _____ (which)                                                                                                                                                                               |  |                       |  |
| SAMPLE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | 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 <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered:<br><br>CITY AGREEMENTS/PERMITS                                                                                                      |  |                       |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                       |  |
| TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | OTHER PROVISIONS                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                       |  |
| <input type="checkbox"/> COMMERCIAL AUTO POLICY<br><br><input type="checkbox"/> BUSINESS AUTO POLICY<br><br><input type="checkbox"/> OTHER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                       |  |
| LIMIT OF LIABILITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  | CLAIMS: Underwriter's representative for claims pursuant to this insurance.<br>Name: _____<br>Address:_____<br><br>Telephone:( ) _____                                                                                                                                                                                                                                                                                                              |  |                       |  |
| \$ _____ per accident, for bodily injury and property damage.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                       |  |
| In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:<br><br>1. <b>INSURED.</b> 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.<br>2. <b>CONTRIBUTION NOT REQUIRED.</b> 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.<br>3. <b>SEVERABILITY OF INTEREST.</b> 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.<br>4. <b>CANCELLATION NOTICE.</b> 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.<br>5. <b>PROVISIONS REGARDING THE INSURED'S DUTIES.</b> 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.<br>6. <b>SCOPE OF COVERAGE.</b> This policy, if primary, affords coverage at least as broad as:<br>a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or<br>b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).<br>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<br>Attn: Insurance Compliance<br>Reference No<br>P.O. Box 100085 – OX<br>Duluth, GA 30096<br>Via Email: <a href="mailto:cityofoxnard@ebix.com">cityofoxnard@ebix.com</a><br>Via Fax: 678-259-1007                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | AUTHORIZED REPRESENTATIVE<br><br><input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____<br><br>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.<br><br>Signature _____<br><br>_____<br>(original signature required)<br><br>Telephone: ( ) _____ Date Signed _____ |  |                       |  |

Bond No. \_\_\_\_\_

**PAYMENT BOND  
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to \_\_\_\_\_

(“Principal”)

(Name and address of Contractor)

a contract (the "Contract") for the Work described as Community Center Park East Restroom Project, Specification No. PW 22-116.

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

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_

---

(Name and address of Surety)

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

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

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the

principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

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

Dated: \_\_\_\_\_

“Principal”

“Surety”

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its:

Its:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its:

Its:

\_\_\_\_\_

\_\_\_\_\_

(Seal)

(Seal)

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

Bond No. \_\_\_\_\_

## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to \_\_\_\_\_  
 \_\_\_\_\_ ("Principal")  
 \_\_\_\_\_  
*(Name and address of Contractor)*

a contract (the "Contract") for the Work described as Community Center Park East Restroom Project, Specification No. PW 22-116.

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

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name and address of Surety)

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

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

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the

Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

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

Dated: \_\_\_\_\_

“Principal”

“Surety”

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

(Seal)

(Seal)

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





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

**DATE:** July 28, 2022

**TO:** City Council

**FROM:** Jason Benites, Police Chief, (805) 385-7624, [jason.benites@oxnardpd.org](mailto:jason.benites@oxnardpd.org)

**SUBJECT:** Resolution Commending Robin Whitney for over Twenty-Seven Years of Outstanding Service to the City of Oxnard.

**RECOMMENDATION**

That the City Council adopt a resolution commending Robin Whitney for over Twenty-Seven Years of Service to the City of Oxnard Police Department.

**BACKGROUND**

On June 24, 2022, Commander Robin Whitney retired after over 27 years of outstanding service to the City of Oxnard as a member of the Oxnard Police Department.

Commander Whitney began his law enforcement career in 1995, after graduating from the Ventura County Criminal Justice Training Center. He served the community of Oxnard honorably and with distinction in his advancement to Police Commander in 2016.

Throughout his career, Commander Whitney held a wide variety of assignments within the Police Department, including Patrol, Bicycle Patrol Team, Southwinds Storefront Officer, Traffic Enforcement Officer, Beat Coordinator of La Colonia neighborhood, Family Protection Unit Detective, Patrol Sergeant, Audit and Inspection Unit Sergeant as well as Patrol Watch Commander.

Over the course of his career, Commander Whitney has received several awards, including the Academic Achievement Award in the police academy, DA's Office "Ellie Liston Crime Victim Assistance" Award, Officer of the Quarter in 2007 and City of Oxnard Employee of the Quarter in 2008.

We extend our best wishes to Commander Whitney on his retirement.

**STRATEGIC PRIORITIES**

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

## **FINANCIAL IMPACT**

There is no financial impact.

## **COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Nellie Estrada, Administrative Assistant*

## **ATTACHMENTS**

1. Resolution Robin Whitney (1)

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD  
COMMENDING ROBIN WHITNEY FOR OVER TWENTY-SEVEN YEARS OF  
OUTSTANDING SERVICE TO THE CITY OF OXNARD

WHEREAS, Robin Whitney has given over 27 years of outstanding service to the City of Oxnard as a member of the Oxnard Police Department; and

WHEREAS, Robin Whitney began his law enforcement career in 1995 when he graduated from the Ventura County Criminal Justice Training Center where his passion for public service was ignited. Robin Whitney has served the community of Oxnard honorably and with distinction in his advancement to Police Commander in 2016; and

WHEREAS, throughout his career, Commander Robin Whitney held a wide variety of assignments within the Police Department including Patrol, Bicycle Patrol Team, Southwinds Storefront Officer, Traffic Enforcement Officer, Beat Coordinator of La Colonia neighborhood, Family Protection Unit Detective, Patrol Sergeant, Audit and Inspection Unit Sergeant as well as Patrol Watch Commander; and

WHEREAS, over the course of his career Commander Whitney has received several awards including the Academic Achievement Award in the police academy, District Attorney's Office "Ellie Liston Crime Victim Assistance" Award, Officer of the Quarter in 2007 and City of Oxnard Employee of the Quarter in 2008; and

WHEREAS, Commander Whitney was born and raised in the City of Oxnard. Commander Whitney's positive interactions have earned the respect of his coworkers, City employees and the community. He has developed countless friendships and partnerships within our City.

NOW, THEREFORE, the City Council of the City of Oxnard resolves: to commend, recognize, and extend its gratitude to Commander Whitney for over 27 years of dedicated service to the City of Oxnard and extends our best wishes for a fun and fulfilling retirement with family and friends.

PASSED AND ADOPTED THIS 19<sup>th</sup> day of July, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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John C. Zaragoza, Mayor

ATTEST:

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Rose Chaparro, City Clerk

APPROVED AS TO FORM:

 6/29/2022

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Stephen M. Fischer, City Attorney



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

**DATE:** July 28, 2022  
**TO:** City Council  
**FROM:** Helen Miller, Chief Information Officer, (805)385-7446, helen.miller@oxnard.org  
**SUBJECT:** Infrastructure Investment and Jobs Act (IIJA) Grant Application.

**RECOMMENDATION**

That City Council adopt a resolution authorizing:

1. The submittal of a grant application to the Federal Emergency Management Agency (FEMA) for a \$500,000 grant funding, subject to use of City matching funds, through the Infrastructure Investment and Jobs Act (IIJA) for the purpose of investing in cybersecurity technology for systems used throughout the City;
2. The City Manager or Chief Information Officer, to execute all grant documents, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project for an amount not to exceed \$500,000 in State of California IIJA cybersecurity grant funds;
3. The Chief Financial Officer to submit financial reports and grant claims and approve special budget appropriations for use of grant funds; and
4. The Chief Information Officer to submit non-financial reports.

Please click the following link to view the required Measure M pre-recorded presentation video:

**BACKGROUND**

The Infrastructure Investment and Jobs Act (IIJA) is federal legislation that provides close to \$550 billion in new spending for state and local governments. This includes \$1 billion of dedicated funding for cybersecurity programs. The State of California's appropriation is expected to receive \$40 million in cybersecurity appropriations. These funds are available for a period of 4 years and come with a cost-sharing provision.

The funds may be used to implement, develop or revise cybersecurity plans. For funds that are received in Year 1 of the program, there will be a 10% funding match requirement that the City must share. For each year thereafter, there will be an increase of the match requirement by 10%. Thus year 2 will require a 20% share, 30% for year 3 and finally 40% for year 4.

Timing for the availability of these funds has yet to be determined. However, it is anticipated that sometime in September 2022 the State will submit its required application to the federal government. Each state must provide its application containing a comprehensive cybersecurity plan to the federal government via the State and Local Cybersecurity Improvement Act. Each state's application will focus on addressing the following four measures:

1. Tactics to protect against cybersecurity threats to information systems
2. Framework to manage, monitor and track information systems, applications and user accounts

3. Conforming to continuous vulnerability assessments
4. Enhancing recruitment and workforce skills

Once the federal government approves the State's plan submission, California will receive its allocated IJA cybersecurity grant funds. Then the State will have 45 days to make those funds available to local governments. The City anticipates submitting its application to the State of California somewhere in the window of September/October 2022. There is still a lot of ambiguity with the application process and, therefore, the City must be agile and ready to submit its application as soon as the State opens up the program. Staff wishes to prepare the City's application and present it to the State for submission to the federal government just as soon as the grant details are released.

## **STRATEGIC PRIORITIES**

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

## **FINANCIAL IMPACT**

The Information Technology department is planning on requesting the grant funds to be used in the first year of disbursement. Based on a grant amount not to exceed \$500,000, a 10% match in year 1 will be \$50,000, which is available in the department's operating budget for FY22-23 and will not require any further appropriation. Since future years' funding require a higher match amount, it is possible that the match amount will increase depending on the disbursement schedule. The future year match amounts will be requested in the IT annual operating budget in the corresponding out years.

## **COMMITTEE OUTCOME**

The Finance and Governance Committee approved 3-0 on July 12, 2022 to approve the staff recommendation and to forward the item for Council approval.

*Prepared by: Gary Krumian, Programmer Analyst*

## **ATTACHMENTS**

1. Resolution authorizing approval to submit grant for cybersecurity technology
2. City Council 7\_28\_22 IJA Agenda Item L5



CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD  
APPROVING SUBMITTAL OF A GRANT APPLICATION FOR  
CYBERSECURITY TECHNOLOGY

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

WHEREAS, the Information Technology Department has requested that City Council approve the submittal of an application to the Federal Emergency Management Agency (FEMA) for a \$500,000 grant funding through the Infrastructure and Jobs Act (IIJA) for the purpose of investing in cybersecurity technology for systems used throughout the City.

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves to approve the submittal of a grant application by the City Manager or designee for the purpose of investing in cybersecurity technology for systems used throughout the City. The City Council further resolves that the Chief Information Officer or designee is authorized to execute grant agreements; the Chief Financial Officer or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Chief Information Officer or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS 28<sup>th</sup> day of July, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
John C. Zaragoza, Mayor

ATTEST:

\_\_\_\_\_  
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Fischer, City Attorney

# Infrastructure Investment and Jobs Act (IIJA) Grant Application

City Council

July 28, 2022

Gary Krumian, IT Business Analyst

That the City Council adopt a resolution authorizing:

1. The submittal of a grant application to the Federal Emergency Management Agency (FEMA) for a \$500,000 grant funding, subject to use of City matching funds, through the Infrastructure Investment and Jobs Act (IIJA) for the purpose of investing in cybersecurity technology for systems used throughout the City;
2. The City Manager or Chief Information Officer, to execute all grant documents, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project for an amount not to exceed \$500,000 in State of California IIJA cybersecurity grant funds;
3. The Chief Financial Officer to submit financial reports and grant claims and approve special budget appropriations for use of grant funds; and
4. The Chief Information Officer to submit non-financial reports.

- The IIJA is federal legislation that provides close to \$550 billion in net new spending for state and local governments including \$1 billion for cybersecurity programs
- The State of California is expected to receive \$40 million in cybersecurity appropriations
- The funds are to be used for implementing cybersecurity plans
- Funds are available for a period of four years and come with a cost-sharing provision
  - 10% in Year 1
  - 20% in Year 2
  - 30% in Year 3
  - 40% in Year 4

- Timing of application period is expected during September/October 2022
- State of California will submit a comprehensive plan to FEMA
- Once state receives the funds, it must disburse them within 45 days
- City must be agile in preparing and submit its application once the state begins its process

- Based on the \$500,000 grant amount and 10% match requirement in Year 1, up to \$50,000 will be required from the IT department's FY 22-23 operating budget
- This match amount is sufficiently available in the department's budget and will not require any further appropriation
- If needed, use of the grant funds in future years will require higher match amounts that will be requested to be included in the department's future operating budget
- No other appropriations will be required at this time



That the City Council adopt a resolution authorizing:

1. The submittal of a grant application to the Federal Emergency Management Agency (FEMA) for a \$500,000 grant funding, subject to use of City matching funds, through the Infrastructure Investment and Jobs Act (IIJA) for the purpose of investing in cybersecurity technology for systems used throughout the City;
2. The City Manager or Chief Information Officer, to execute all grant documents, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project for an amount not to exceed \$500,000 in State of California IIJA cybersecurity grant funds;
3. The Chief Financial Officer to submit financial reports and grant claims and approve special budget appropriations for use of grant funds; and
4. The Chief Information Officer to submit non-financial reports.



# QUESTIONS



**CITY COUNCIL AGENDA REPORT**  
**INFORMATION/CONSENT AGENDA**  
**AGENDA ITEM NO. K.6**

**DATE:** July 28, 2022  
**TO:** City Council  
**FROM:** Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org  
**SUBJECT:** Response to Grand Jury Report titled, "Cybersecurity of Water Providers in Ventura County."

**RECOMMENDATION**

That the City Council shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the Council's control related to the Ventura County Grand Jury Report "Cybersecurity of Water Providers in Ventura County" dated June 6, 2022, and that the Mayor shall also comment on the findings and recommendations, through the form titled "Response to the Grand Jury Report Form."

**BACKGROUND**

On June 6, 2022, the Ventura County Civil Grand Jury ("Grand Jury") delivered a Report on the Cybersecurity of Water Providers in Ventura County ("County"). The City of Oxnard ("City") is required to respond to the Grand Jury's findings and recommendations. Those findings and recommendations are listed below, along with the City's responses:

| Number | Findings                                                                                                                   | Agree | Disagree wholly or partially | Additional Responses                                                                                                                                                                                                                                                                               |
|--------|----------------------------------------------------------------------------------------------------------------------------|-------|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| F-01   | The Grand Jury finds that cybersecurity of both IT and SCADA systems is essential to safe and effective delivery of water. | X     |                              |                                                                                                                                                                                                                                                                                                    |
| F-02   | The Grand Jury finds inconsistent levels of cybersecurity for IT systems among the investigated water providers.           |       | X                            | The City is not able to agree or disagree with this finding. However, the City does note that the City operates and manages a standalone SCADA network independent from the City IT and performs routine cybersecurity tests, penetration tests, firewall protection, and three layers of password |

|      |                                                                                                                                       |  |   |                                                                                                                                                                                                                                                                                                                         |
|------|---------------------------------------------------------------------------------------------------------------------------------------|--|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      |                                                                                                                                       |  |   | access.                                                                                                                                                                                                                                                                                                                 |
| F-03 | The Grand Jury finds inconsistent levels of cybersecurity for SCADA systems among the investigated water providers                    |  | X | The City is not able to agree or disagree with this finding. However, the City does note that the City operates and manages a standalone SCADA network and performs routine cybersecurity tests, penetration tests, firewall protection, and three layers of password access.                                           |
| F-04 | The Grand Jury finds that the level of training on cybersecurity is inconsistent among the investigated water agencies                |  | X | The City is not able to agree or disagree with this finding as the City is not privy to the cybersecurity training of the other water providers.                                                                                                                                                                        |
| F-05 | The Grand Jury finds that the level of frequency of cybersecurity assessments are inconsistent among the investigated water providers |  | X | The City is not able to agree or disagree with this finding as the City is not privy to the cybersecurity assessment of the other water providers. However, the City does note that the City Water SCADA system is analyzed routinely and performs an annual penetration test for cybersecurity and integrity purposes. |
| F-06 | The Grand Jury finds that knowledge of cyber incident reporting requirement is inadequate among the investigated water providers      |  | X | The City is not able to agree or disagree with this finding as the City is not privy to the SCADA cybersecurity reporting of the other water providers. However, the City does note that as a member of the                                                                                                             |

|      |                                                                                                                                                                                     |   |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      |                                                                                                                                                                                     |   |   | Cybersecurity & Infrastructure Security Agency, the City is able to report any cyber incidents on this platform and would also report any incident with the State Water Resources Control Board Division of Drinking Water.                                                                                                                                                                                                                                                                             |
| F-07 | The Grand Jury finds that there is insufficient information exchange among the interviewed water providers regarding cybersecurity threats, attacks, protections and remedies       | X |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| F-08 | The Grand Jury finds that there is insufficient awareness among public water providers of available government expert cybersecurity services and support for water provider systems |   | X | The City is not able to agree or disagree with this finding as the City is not privy to the SCADA cybersecurity support of the other water providers. However, the City does note that as a member of the Cybersecurity & Infrastructure Security Agency, The American Water Works Association and Homeland Security and the State Water Resources Control Board, the City is able to report, receive reports on cyber incidents as well as take advantage of the services provided on these platforms. |
| F-09 | The Grand Jury finds that not all the investigated water providers' business recovery plans                                                                                         |   | X | The City is not able to agree or disagree with this finding as the City is not privy to the other water                                                                                                                                                                                                                                                                                                                                                                                                 |

|  |                                          |  |  |                                                   |
|--|------------------------------------------|--|--|---------------------------------------------------|
|  | addressed recovery from a cyber incident |  |  | providers' cyber incident business recovery plans |
|--|------------------------------------------|--|--|---------------------------------------------------|

#### Recommendations:

| Number | Recommendations                                                                                                                                                                                                                           | Implemented | Not Implemented | Further Analysis needed | Will not implement | Additional Response                                                                                                                            |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------------|-------------------------|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| R-01   | The Grand Jury recommends that the investigated public water providers regularly assess their cybersecurity, addressing both IT and SCADA, consistent with EPA and CISA recommended best practices.                                       | X           |                 |                         |                    | This response is subject to the Grand Jury Report's "Limitations to Scope" and "Discussion" sections, which limit our response to OT and SCADA |
| R-02   | The Grand Jury recommends that the investigated public water providers regularly share and exchange information regarding cybersecurity threats, attacks, protections and remedies, and provide training, using such forums as the AWAVC. |             | X               |                         |                    | This will be implemented by the end of 2023.                                                                                                   |
| R-03   | The Grand Jury recommends that the investigated public water providers use free federal and state expert assistance to enhance security.                                                                                                  | X           |                 |                         |                    |                                                                                                                                                |
| R-04   | The Grand Jury recommends that the investigated public water providers regularly conduct cybersecurity awareness training.                                                                                                                |             | X               |                         |                    | Subject to the Grand Jury Report's "Limitations to Scope" and "Discussion" sections, which limit our response to OT and SCADA, we              |



|      |                                                                                                                                                        |   |   |  |  |                                                                                                                                                                                                                             |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      |                                                                                                                                                        |   |   |  |  | will begin conducting regular trainings by the end of 2022.                                                                                                                                                                 |
| R-05 | The Grand Jury recommends that the investigated public water providers address recovery from cybersecurity incidents in their business recovery plans. |   | X |  |  | Subject to the Grand Jury Report's "Limitations to Scope" and "Discussion" sections, which limit our response to OT and SCADA, we will begin addressing recovery from cybersecurity incidents in our BRP by the end of 2022 |
| R-06 | The Grand Jury recommends that each investigated public water provider establish a CISA-complaint internal protocol for reporting cyber incidents.     | X |   |  |  |                                                                                                                                                                                                                             |

Detailed responses to the Grand Jury's findings that the City disagrees with in whole or in part, and recommendations are as follows:

### **Findings**

F-01: The City of Oxnard ("City") agrees that the cybersecurity of both the IT and SCADA systems is essential to the safe and effective delivery of water.

F-02: The City is not able to agree or disagree with this finding. However, the City does note that the City operates and manages a standalone SCADA network independent from the City IT and performs routine cybersecurity tests, penetration tests, firewall protection and three layers of password access.

F-03: The City is not able to agree or disagree with this finding. However, the City does note that the City operates and manages a standalone SCADA network and performs routine cybersecurity tests, penetration tests, firewall protection and three layers of password access.

F-04: The City is not able to agree or disagree with this finding as we are not privy to the cybersecurity training of the other water providers.

F-05: The City is not able to agree or disagree with this finding as we are not privy to the cybersecurity assessment of the

other water providers. However, the City does note that the City Water SCADA system is analyzed routinely and performs an annual penetration test for cybersecurity and integrity purposes.

F-06: The City is not able to agree or disagree with this finding as we are not privy to the SCADA cybersecurity reporting of the other water providers. However, the City does note that as a member of the Cybersecurity & Infrastructure Security Agency, the City is able to report any cyber incidents on this platform and would also report any incident with the State Water Resources Control Board Division of Drinking Water.

F-07: The City agrees that there is insufficient information exchange among water providers regarding cybersecurity threats, attacks, protections and remedies.

F-08: The City is not able to agree or disagree with this finding as we are not privy to the SCADA cybersecurity support of the other water providers. However, the City does note that as a member of the Cybersecurity & Infrastructure Security Agency, The American Water Works Association and Homeland Security and the State Water Resources Control Board, the City is able to report, receive reports on cyber incidents as well as take advantage of the services provided on these platforms.

F-09: The City is not able to agree or disagree with this finding as the City is not privy to the other water providers' cyber incident business recovery plans.

### **Recommendations**

R-01: This response is subject to the Grand Jury Report's "Limitations to Scope" and "Discussion" sections, which limit our response to OT and SCADA. The City's Water Division has implemented this recommendation. The Water Division is a member Cybersecurity & Infrastructure Security Agency ("CISA") where security updates and cyber reports are shared and reported along with best available practices. The Water Division operates on a stand-alone SCADA platform that is not connected in any way to the City's IT network. The Water Division uses a third-party consultant to conduct periodic SCADA Security Penetration Tests to ensure the integrity of the SCADA system, identify any cyber access attempts and fortify the cyber security protection of the water divisions SCADA system. The Water Division uses three layers of separate passwords for access and a firewall for additional cyber security protection.

R-02: This will be implemented by the end of 2023.

R-03: The City of Oxnard's Water Division has implemented this recommendation. The Water Division is a member Cybersecurity & Infrastructure Security Agency ("CISA") and the American Water Works Association ("AWWA"), where security updates, alerts, cyber reports are shared and reported. The Water Division will use federal and state assistance to enhance their cyber security. The Water Division also receives cyber threat notifications through Homeland Security and the State Water Resources Control Board.

R-04: Subject to the Grand Jury Report's "Limitations to Scope" and "Discussion" sections, which limit our response to OT and SCADA, we will begin conducting regular trainings by the end of 2022.

R-05: Subject to the Grand Jury Report's "Limitations to Scope" and "Discussion" sections, which limit our response to OT and SCADA, we will begin addressing recovery from cybersecurity incidents in our BRP by the end of 2022.

R-06: The City's Water Division has implemented this recommendation. The Water Division is a member CISA where security updates and cyber reports are shared and reports can be made. The Water Division Manager or the Water Operations Manager notifies the Assistant Public Works Director and the Public Works Director of cyber security incidents and follows the following CISA Incident Notification Protocol.

The entire grand jury report is attached to this staff report, along with detailed responses to each finding and recommendation.

### **STRATEGIC PRIORITIES**

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

**FINANCIAL IMPACT**

There is no financial impact.

**COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Michael Wolfe, Public Works Director*

**ATTACHMENTS**

1. Grand Jury Report - Cybersecurity of Water Providers in Ventura County
2. Response to Grand Jury Report Form\_ Cybersecurity of Water Providers in Ventura County

# **2021 - 2022 Ventura County Grand Jury**



## **Final Report**

### **Cybersecurity of Water Providers in Ventura County**

**May 11, 2022**

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# Cybersecurity of Water Providers in Ventura County

## SUMMARY

Cyber-attacks are a serious threat to the public drinking water supply. Recent cyber-attacks around the United States have resulted in community water supplies being poisoned or their suppliers' business operations being held hostage by ransomware. In recognition of this critical threat, the 2021-2022 Ventura County Grand Jury (Grand Jury) investigated the cybersecurity of Ventura County public water providers.

The Grand Jury investigated two primary areas of cyber vulnerability in the water sector: the Information Technology (IT) used to bill consumers and record usage, and the Operational Technology (OT) used to control and monitor treatment and delivery of the water supply. Malicious actors can take advantage of network vulnerabilities and/or weak user access controls in either IT or OT to disrupt the business and the water service, and potentially degrade public safety.

The Grand Jury found that Ventura County relies on a complex network of public and private water wholesalers and retailers. The investigation encompassed those public water providers who supply 76% of Ventura County water users and concluded that there is considerable opportunity for improvement of cybersecurity policies and procedures.

The Grand Jury recommends that Ventura County water providers seek out and utilize free Federal and State expert support for implementing cybersecurity best practices, such as regular vulnerability assessments and cyber training for all employees. The Grand Jury further recommends that water providers utilize forums such as water agency associations to share information concerning cybersecurity threats, attacks, protections and remedies.

The Grand Jury recommendations can serve as a model to strengthen the cybersecurity of all Ventura County water providers.

## METHODOLOGY

The Grand Jury obtained information from the following:

- Environmental Protection Agency (EPA) website
- Cybersecurity & Infrastructure Security Agency (CISA) website
- American Water Works Association (AWWA) website
- Water Information Sharing and Analysis Center (WaterISAC) website
- Internet research to gather information from a variety of authoritative sources
- Audio-visual presentation entitled "Water Supply Conditions and Drought Update" to the Simi Valley City Council, October 11, 2021
- Interviews with officials who have knowledge of the IT and OT of the community water systems in Ventura County



## BACKGROUND

### The Cyber Threat

In 2021, there were two well-publicized attempts by malicious actors to poison water supplies in Oldmar, Florida and the San Francisco Bay area. (Ref-01, Ref-02) In March 2019, a hacker gained unauthorized access to a public water plant in Kansas. (Ref-03) Ransomware attacks against water providers occurred in various locales, including Nevada, Maine, New Jersey, and California between September 2020 and August 2021. (Ref-04) These cyber-attacks involved the IT systems supporting the providers, such as customer account information and billing, as well as the OT systems that operate the water provider's physical plant. (Ref-01, Ref-04, Ref-05) The Grand Jury investigation addressed the vulnerability of Ventura County water providers to similar cyber-attacks, which could disrupt clean water availability and/or provider business operations, potentially threatening public health and safety. (Ref-02)

In 2019, the AWWA declared that "[c]yber risk is the top threat facing business and critical infrastructure in the United States." They also reported that "given the very real threat and significant consequences, it is critical that organizations prioritize cybersecurity and take reasonable steps to prevent, detect and respond to cyber incidents." The AWWA further observed that "optimistic reliance on sovereign immunity defenses or insurance policies, or an unconfirmed expectation that someone else within the organization is 'handling' cybersecurity issues, are not sufficient to protect an organization or its leaders from the repercussions of a cyber-attack...." (Ref-06) In response, CISA has published best practices for enhancing cybersecurity, including but not limited to risk assessments, user training, data backup and multi-factor authentication for remote access. (Ref-07)

In January 2022, the Biden-Harris Administration announced a new Water Sector Action Plan to secure water systems from cyberattacks. (Ref-08) The action plan, sponsored by the EPA and its federal partners, encourages the water sector to adopt technology which will enable early detection of cyber threats. (Ref-09) The plan will also boost information sharing about cyber threats between water utilities and the federal government. (Ref-08, Ref-09)

### Ventura County Water Infrastructure

According to EPA's Water Systems Summary for Quarter 4 2021, there are 64 community water systems that supply drinking water to the residents of Ventura County. (Ref-10) About 98% of the county water is supplied by the 25 largest systems. The Grand Jury investigation focused on public water providers, as almost 80% of the county water agencies are operated by the County, its cities, and special districts. The Grand Jury investigation addressed 95% of these community water systems, corresponding to 76% of Ventura County water users. (Att-01)

More than half of the water delivered to Southern California homes and businesses is imported from Northern California by the Metropolitan Water District of Southern California (MWD) through the State Water Project and from the Colorado River. (Ref-11) The MWD allocates a portion of this water to Ventura County. (Ref-05) As shown on the Ventura County Water Purveyors map, two wholesale water

providers, Calleguas Municipal Water District and United Water Conservation District, are primarily responsible for distribution of this imported water to Ventura County communities. As shown on the Ventura County Water Purveyors map, these water districts provide water to every city in Ventura County except the City of Ojai, which is served by Casitas Municipal Water District. (Att-02) The water that comes from the MWD is already filtered and treated; the water from local sources is filtered and treated locally. (Ref-05, Ref-12, Ref-13) Some imported water is re-treated if it has been stored for any length of time prior to its delivery to the end user. (Ref-05) Each of these points of distribution and treatment is a potential target of a cyber-attack. (Ref-04, Ref-05)

### **Limitations to Scope**

In many cases, the IT support for municipal water systems was housed within the respective city IT division rather than dedicated to the water department. As the cybersecurity of the cities' IT divisions was addressed in a recent Grand Jury report, the 2021-2022 Grand Jury elected not to make it our primary focus. (Ref-14) Although the Grand Jury did not interview all of Ventura County water providers, the Grand Jury recommendations could serve as a model to strengthen the cybersecurity of all.

The Grand Jury also considered that this report's findings and recommendations could potentially provide useful information to a malicious actor, as could the responses of the various water providers to this report. Therefore, this report does not make overly specific assertions of vulnerabilities or recommended remedies.

## **DISCUSSION**

For each water provider, the chemical treatment, filtration, storage and distribution of water are controlled by OT, which is remotely accessed and managed by an industrial control system identified as the Supervisory Control and Data Acquisition (SCADA) system. (Ref-05, Ref-15) Hereafter this report will focus on SCADA as the cyber vulnerable component of OT. SCADA operators are trained in manual operation of pumps, valves and other equipment as backup in the event of SCADA failure or interruption. Additionally, each provider employs enterprise IT systems that support their workforce and provide customer interface, including usage tracking and billing for services rendered. Both the IT and SCADA systems have inherent cyber vulnerabilities, being dependent upon computer networking, remote access and user and operator awareness. SCADA administrators interviewed represented their systems to be less vulnerable due to fewer authorized users. (Ref-05) However, any cyber-attack on SCADA "...could result in devastating physical consequences to such things as critical infrastructure and services, the environment, and even human life." (Ref-16)

Seven of the 14 water providers interviewed by the Grand Jury have experienced some form of cyber-attack within the last five years, ranging from successful phishing attacks to ransomware. (Ref-05) These attacks exploited cyber vulnerabilities such as an attacker's familiarity with the network, vulnerability of connected devices, or poor access controls. (Ref-05, Ref-17) The AWWA website provides tools and a robust suite of guidance to support cybersecurity assessments,

including review of security weaknesses. (Ref-18) CISA offers a variety of exercises simulating cyber-attacks, many levels of cyber awareness training, and detailed vulnerability assessments, all of which are free to the recipient. Additionally, CISA offers resources to address vulnerabilities identified by their assessments. (Ref-19) The California State Water Resource Control Board also offers information to assist water agencies in becoming more cyber aware and cyber resilient. (Ref-20) Only three of the water providers interviewed have pursued available state or federal assistance to improve cybersecurity. (Ref-05)

The Grand Jury investigation revealed that all Ventura County public water providers interviewed have some level of cybersecurity for their IT and SCADA. Ten of 14 water providers interviewed have recently conducted cyber vulnerability assessments, however the complexity level and frequency vary among those assessments. (Ref-05) Cybersecurity experts recommend that a robust cyber security program includes firewalls, backups, controlled VPN access for mobile devices and multi-factor authentication. (Ref-21, Ref-22) All the water providers interviewed utilize remotely accessible IT and SCADA systems. Thirteen of 14 water providers interviewed employ firewalls, VPN access and/or multi-factor authentication to protect against unauthorized access. The water providers also employ various forms of data backup; some utilize the Cloud, while others utilize remote servers. (Ref-05)

Per the America's Water Infrastructure Act of 2018, every drinking water utility that serves at least 3,300 citizens was required to submit a Risk and Resilience Assessment by June 30, 2021 and update it at least every five years. (Ref-23) These assessments specifically address SCADA vulnerability. All Ventura County water providers interviewed by the Grand Jury are aware of this requirement, and 12 of 14 have completed the assessment. (Ref-05)

The Biden-Harris Administration's Water Sector Action Plan and CISA recommend raising the awareness of cyber risks and lessons learned from past incidents in the water and wastewater sector through cybersecurity training and information sharing. (Ref-08, Ref-21) Twelve of 14 Ventura County water providers interviewed by the Grand Jury have recently conducted cyber training in addition to the operator training required to achieve and maintain operational certification. All water providers interviewed are members of professional water associations such as the Association of Water Agencies Ventura County (AWAVC), the Association of California Water Agencies (ACWA) and AWWA; however, none have shared information with other local providers regarding cyber-attacks. (Ref-05)

The AWWA encourages member agencies to ensure their business recovery plans identify potentially disruptive events including cyber-attack, estimate their impact, and implement mitigation strategies. (Ref-24) Thirteen of 14 Ventura County water providers interviewed by the Grand Jury confirmed that their agencies had some form of business recovery plan, but not all addressed recovery from cyber incidents. (Ref-05) CISA directs that all cyber incidents must be reported to Department of Homeland Security (DHS) and the Federal Bureau of Investigation (FBI) in addition to local law enforcement. (Ref-21) All water providers interviewed agreed that cyber incidents should be reported, however only five of 14 identified FBI or DHS as report recipients. (Ref-05)

## FINDINGS

- F-01.** The Grand Jury finds that cybersecurity of both IT and SCADA systems is essential to safe and effective delivery of water.
- F-02.** The Grand Jury finds inconsistent levels of cybersecurity for IT systems among the investigated water providers.
- F-03.** The Grand Jury finds inconsistent levels of cybersecurity for SCADA systems among the investigated water providers.
- F-04.** The Grand Jury finds that the level of training on cybersecurity is inconsistent among the investigated water providers.
- F-05.** The Grand Jury finds that the level and frequency of cybersecurity assessments are inconsistent among the investigated water providers.
- F-06.** The Grand Jury finds that knowledge of cyber incident reporting requirements is inadequate among the investigated water providers.
- F-07.** The Grand Jury finds that there is insufficient information exchange among the interviewed water providers regarding cybersecurity threats, attacks, protections and remedies.
- F-08.** The Grand Jury finds that there is insufficient awareness among public water providers of available government expert cybersecurity services and support for water provider systems.
- F-09.** The Grand Jury finds that not all the investigated water providers' business recovery plans addressed recovery from a cyber incident.

## RECOMMENDATIONS

- R-01.** The Grand Jury recommends that the investigated public water providers regularly assess their cybersecurity, addressing both IT and SCADA, consistent with EPA and CISA recommended best practices. (F-01, F-02, F-03, F-05)
- R-02.** The Grand Jury recommends that the investigated public water providers regularly share and exchange information regarding cybersecurity threats, attacks, protections and remedies, and provide training, using such forums as the AWAVC. (F-01, F-02, F-03, F-04, F-06, F-07)
- R-03.** The Grand Jury recommends that the investigated public water providers use free federal and state expert assistance to enhance cybersecurity. (F-01, F-02, F-03, F-05, F-06, F-07, F-08)

- R-04.** The Grand Jury recommends that the investigated public water providers regularly conduct cybersecurity awareness training. (F-01, F-02, F-03, F-04)
- R-05.** The Grand Jury recommends that the investigated public water providers address recovery from cybersecurity incidents in their business recovery plans. (F-01, F-02, F-03, F-09)
- R-06.** The Grand Jury recommends that each investigated public water provider establish a CISA-compliant internal protocol for reporting cyber incidents. (F-01, F-02, F-03, F-06)

## RESPONSES

Responses required from:

### **The following agencies within 90 days:**

Calleguas Municipal Water District (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09) (R-01, R-02, R-03, R-04, R-05, R-06)

Camrosa Water District (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09) (R-01, R-02, R-03, R-04, R-05, R-06)

Casitas Municipal Water District (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09) (R-01, R-02, R-03, R-04, R-05, R-06)

Triunfo Water District (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09) (R-01, R-02, R-03, R-04, R-05, R-06)

United Water Conservation District (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09) (R-01, R-02, R-03, R-04, R-05, R-06)

Ventura County Public Works Agency (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09) (R-01, R-02, R-03, R-04, R-05, R-06)

City of Camarillo Department of Public Works (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09) (R-01, R-02, R-03, R-04, R-05, R-06)

City of Fillmore Public Works Department (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09) (R-01, R-02, R-03, R-04, R-05, R-06)

City of Oxnard Public Works Department (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09) (R-01, R-02, R-03, R-04, R-05, R-06)

City of Port Hueneme Public Works Department (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09) (R-01, R-02, R-03, R-04, R-05, R-06)

City of Santa Paula Public Works Department (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09) (R-01, R-02, R-03, R-04, R-05, R-06)

City of Simi Valley Public Works Department (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09) (R-01, R-02, R-03, R-04, R-05, R-06)

City of Thousand Oaks Public Works Department (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09) (R-01, R-02, R-03, R-04, R-05, R-06)

City of Ventura, Ventura Water (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09) (R-01, R-02, R-03, R-04, R-05, R-06)

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## ATTACHMENTS

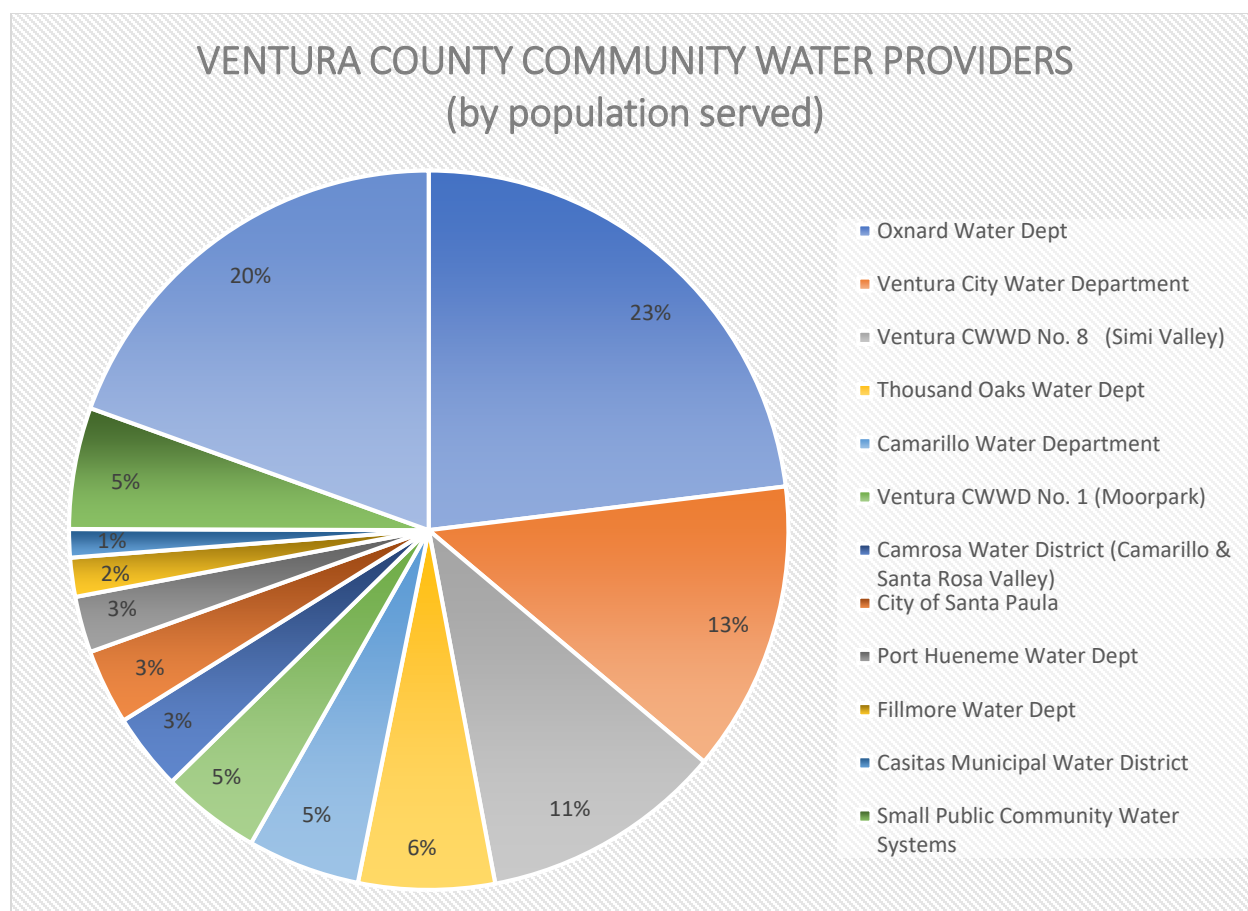
- Att-01.** Ventura County Water Providers by Population Served
- Att-02.** Map of Ventura County Water Purveyors

**GLOSSARY**

| <b><u>TERM</u></b> | <b><u>DEFINITION</u></b>                       |
|--------------------|------------------------------------------------|
| ACWA               | Association of California Water Agencies       |
| AWAVC              | Association of Water Agencies Ventura County   |
| AWWA               | American Water Works Association               |
| CISA               | Cybersecurity & Infrastructure Security Agency |
| CWS                | Community Water Systems                        |
| DHS                | Department of Homeland Security                |
| EPA                | Environmental Protection Agency                |
| FBI                | Federal Bureau of Investigation                |
| IT                 | Information Technology                         |
| OT                 | Operational Technology                         |
| SCADA              | Supervisory Control and Data Acquisition       |
| VPN                | Virtual Private Network                        |
| Water ISAC         | Water Information Sharing and Analysis Center  |

**Attachment-01**

**Ventura County Waster Providers by Population Served**



The Grand Jury developed this pie chart and the following table with data from EPA Safe Drinking Water Information Service Federal Reports Search. (Ref-10)

| COMMUNITY WATER PROVIDERS                   | POPULATION SERVED |
|---------------------------------------------|-------------------|
| Oxnard Water Department                     | 200,232           |
| (City of) Ventura Water                     | 113,500           |
| Ventura CWWD No. 8 - Simi Valley            | 94,738            |
| Cal American Water Company                  | 69,828            |
| Thousand Oaks Water Department              | 53,157            |
| Golden State Water Company - Simi Valley    | 43,934            |
| Camarillo Water Department                  | 40,481            |
| Ventura CWWD NO. 1 - Moorpark               | 38,703            |
| Camrosa Water District                      | 30,000            |
| City of Santa Paula                         | 29,321            |
| Port Hueneme Water Department               | 21,926            |
| California Water Service Company - Westlake | 19,477            |
| Fillmore Water Department                   | 15,222            |
| Oak Park Water Service (now Triunfo)        | 12,200            |
| Casitas Municipal Water District            | 11,042            |

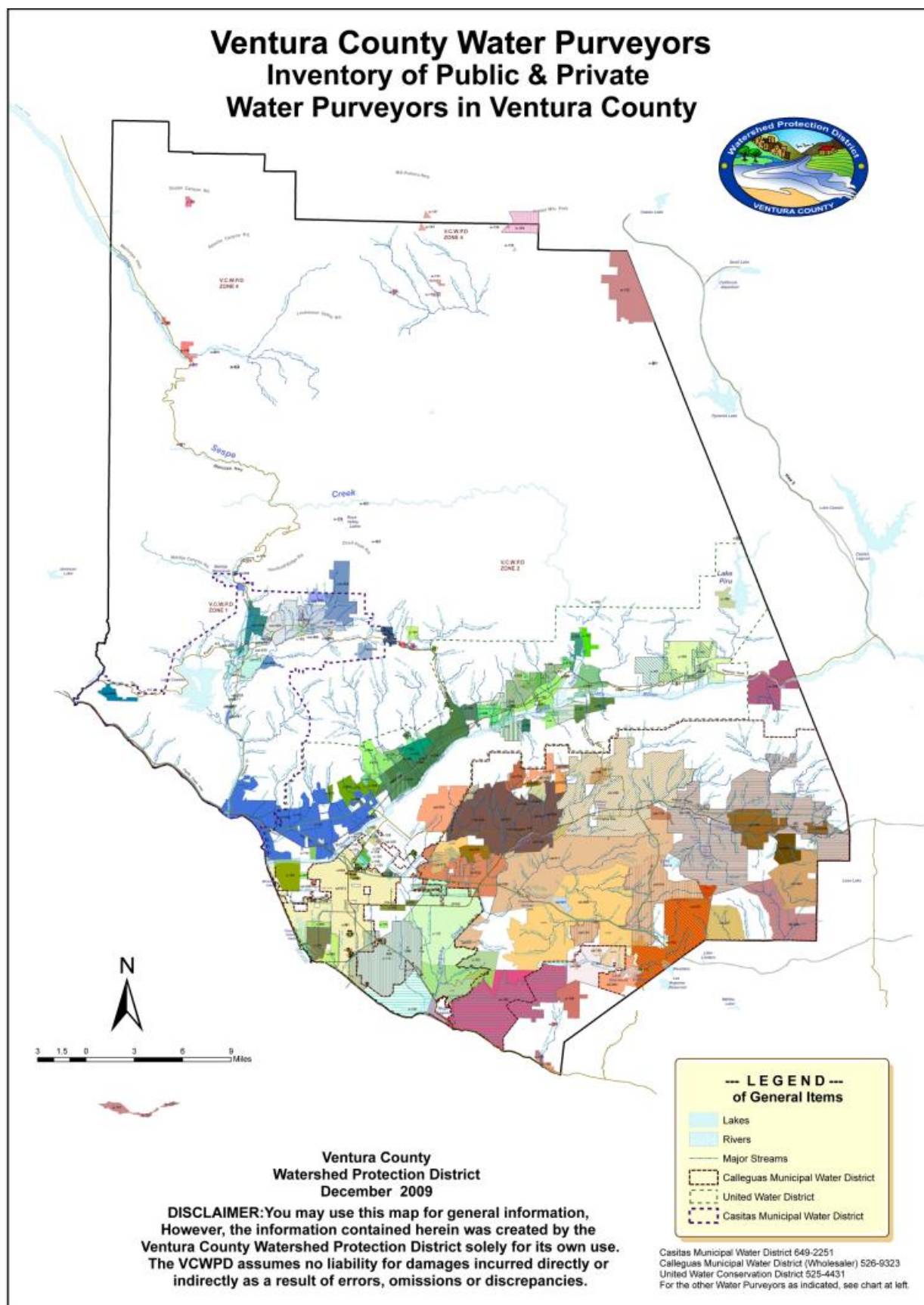
| <b>COMMUNITY WATER PROVIDERS (CONTINUED)</b>   | <b>POPULATION SERVED</b> |
|------------------------------------------------|--------------------------|
| Ojai Water System                              | 6,712                    |
| Ventura River Water District                   | 5,700                    |
| Channel Islands Beach CSD                      | 5,180                    |
| Pleasant Valley Mutual Water Company           | 5,000                    |
| Meiners Oaks CWD                               | 4,200                    |
| Naval Base Ventura County, Port Hueneme        | 3,500                    |
| Ventura CWWD No. 19 - Somis                    | 3,275                    |
| Warring Water Service Inc.                     | 2,100                    |
| Cal American Water Company - Las Posas Estates | 2,049                    |
| Ventura CWWD No. 17 - Bell Canyon              | 2,049                    |
| Crestview Mutual Water Company                 | 2,040                    |
| Vineyard Avenue Acres MWC                      | 1,820                    |
| Cal American Water Company - Rio Plaza         | 1,716                    |
| Naval Base Ventura County, Point Mugu          | 1,700                    |
| Ventura CWWD No. 38 - Lake Sherwood            | 1,527                    |
| Vineyard Ave Estates MWC                       | 1,200                    |
| Dempsey Road Mutual Water Company              | 990                      |
| Rio Manor Mutual Water Company                 | 983                      |
| Nyeland Acres Mutual Water Company             | 915                      |
| Garden Acres Mutual Water Company              | 840                      |
| Limoneira Ranch #1                             | 832                      |
| Senior Canyon Mutual Water Company             | 800                      |
| Yerba Buena Water Company                      | 690                      |
| Rancho Sespe Workers Imp Association           | 600                      |
| Cloverdale Mutual Water Company                | 455                      |
| Strickland Acres                               | 429                      |
| Saviers Road Mutual Water Company              | 368                      |
| Fillmore Irrigation Company                    | 353                      |
| Sisar Mutual Water Company                     | 340                      |
| Siete Robles Mutual Water Company              | 323                      |
| Casitas Mutual Water Company                   | 238                      |
| Cypress Mutual Water Company Inc.              | 228                      |
| Del Norte Mutual Water Company                 | 211                      |
| Saticoy Club (Ventura Water)                   | 196                      |
| U.S.N., San Nicolas Island                     | 187                      |
| Glenview Mobile Park                           | 160                      |
| Navalair Mobile Home Park                      | 160                      |
| Elkins Ranch                                   | 150                      |
| Middle Road Mutual Water Company               | 134                      |
| Solano Verde Mutual Water Company              | 100                      |

| <b>COMMUNITY WATER PROVIDERS (CONTINUED)</b> | <b>POPULATION SERVED</b> |
|----------------------------------------------|--------------------------|
| Fillmore West Mobile Home Park               | 99                       |
| Tico Mutual Water Company                    | 70                       |
| South Mountain Mutual Water Company          | 58                       |
| Community Mutual Water Company               | 53                       |
| Esterina Properties                          | 50                       |
| San Cayetano Mutual Water Company            | 46                       |
| Krotona Institute                            | 31                       |
| Rincon Water & Road Works                    | 25                       |
| Waters Road Domestic Users Group             | 25                       |

**Attachment-02**

**Map of Ventura County Water Purveyors**







### Response to 2020-2021 Ventura County Grand Jury Report Form (Please See California Penal Code Section 933.05)

Report Title: Cybersecurity of Water Providers in Ventura County

Responding Entity: City of Oxnard Public Works Department

#### FINDINGS

- I (we) agree with the Findings numbered: F-01, F-07
- I (we) disagree wholly or partially with the Findings numbered: F-02, F-3, F-04, F-05, F-06, F-08, F-09  
(Attach a statement specifying any portions of the Findings that are disputed;  
include an explanation of the reasons.)

#### RECOMMENDATIONS

- Recommendations numbered R-01, R-03, R-06 have been implemented.  
(Attach a summary describing the implemented actions.)
- Recommendations numbered R-02, R-04, R-05 have not yet been implemented but will be implemented in the future.  
(Attach a summary indicating the timeframe for implementation.)
- Recommendations numbered \_\_\_\_\_ require further analysis.  
(Attach an explanation to include: scope and parameters of the analysis or study and timeframe for the matter to be prepared for discussion with the agency or department head. The timeframe shall not exceed six months from the date of publication of the report.)
- Recommendations numbered \_\_\_\_\_ will not be implemented because they are not warranted or are not reasonable.  
(Attach an explanation.)

Date: July 28, 2022

Signed: \_\_\_\_\_

Title: PUBLIC WORKS DIRECTOR

Number of pages attached: 2



## SUPPLEMENTAL RESPONSE TO 2020-2021 VENTURA COUNTY GRANT JURY REPORT FORM

### *Cybersecurity of Water Providers in Ventura County*

#### **Findings**

**F-02:** The City of Oxnard ("City") is not able to agree or disagree with this finding. However, the City does note that the City operates and manages a standalone SCADA network independent from the City IT and performs routine cybersecurity tests, penetration tests, firewall protection and three layers of password access.

**F-03:** The City is not able to agree or disagree with this finding. However, the City does note that the City operates and manages a standalone SCADA network and performs routine cybersecurity tests, penetration tests, firewall protection and three layers of password access.

**F-04:** The City is not able to agree or disagree with this finding as we are not privy to the cybersecurity training of the other water providers.

**F-05:** The City is not able to agree or disagree with this finding as we are not privy to the cybersecurity assessment of the other water providers. However, the City does note that the City Water SCADA system is analyzed routinely and performs an annual penetration test for cybersecurity and integrity purposes.

**F-06:** The City is not able to agree or disagree with this finding as we are not privy to the SCADA cybersecurity reporting of the other water providers. However, the City does note that as a member of the Cybersecurity & Infrastructure Security Agency, the City is able to report any cyber incidents on this platform and would also report any incident with the State Water Resources Control Board Division of Drinking Water.

**F-08:** The City is not able to agree or disagree with this finding as we are not privy to the SCADA cybersecurity support of the other water providers. However, the City does note that as a member of the Cybersecurity & Infrastructure Security Agency, The American Water Works Association and Homeland Security and the State Water Resources Control Board, the City is able to report, receive reports on cyber incidents as well as take advantage of the services provided on these platforms.

**F-09:** The City is not able to agree or disagree with this finding as the City is not privy to the other water providers cyber incident business recovery plans.

## **Recommendations**

**R-01:** This response is subject to the Grand Jury Report's "Limitations to Scope" and "Discussion" sections, which limit our response to OT and SCADA. The City's Water Division has implemented this recommendation. The Water Division is a member Cybersecurity & Infrastructure Security Agency ("CISA") where security updates and cyber reports are shared and reported along with best available practices. The Water Division operates on a stand-alone SCADA platform that is not connected in any way to the City's IT network. The Water Division uses a third-party consultant to conduct periodic SCADA Security Penetration Tests to ensure the integrity of the SCADA system, identify any cyber access attempts and fortify the cyber security protection of the water divisions SCADA system. The Water Division uses three layers of separate passwords for access and a firewall for additional cyber security protection.

**R-02:** The City's Water Division has not implemented this recommendation, but will implement this recommendation by the end of 2023.

**R-03:** The City of Oxnard's Water Division has implemented this recommendation. The Water Division is a member Cybersecurity & Infrastructure Security Agency ("CISA") and the American Water Works Association ("AWWA"), where security updates, alerts, cyber reports are shared and reported. The Water Division will use federal and state assistance to enhance their cyber security. The Water Division also receives cyber threat notifications through Homeland Security and the State Water Resources Control Board.

**R-04:** Subject to the Grand Jury Report's "Limitations to Scope" and "Discussion" sections, which limit our response to OT and SCADA, we will begin conducting regular trainings by the end of 2022.

**R-05:** Subject to the Grand Jury Report's "Limitations to Scope" and "Discussion" sections, which limit our response to OT and SCADA, we will begin addressing recovery from cybersecurity incidents in our BRP by the end of 2022.

**R-06:** The City's Water Division has implemented this recommendation. The Water Division is a member CISA where security updates and cyber reports are shared and reports can be made. The Water Division Manager or the Water Operations Manager notifies the Assistant Public Works Director and the Public Works Director of cyber security incidents and follow the following CISA Incident Notification Protocol.



**FINANCE AND GOVERNANCE COMMITTEE  
AGENDA REPORT**

**INFORMATION/CONSENT AGENDA  
AGENDA ITEM NO. K.7**

**DATE:** July 28, 2022

**TO:** Finance & Governance Committee

**FROM:** Betsy George, Chief Financial Officer, (805) 200-5400, [betsy.george@oxnard.org](mailto:betsy.george@oxnard.org)

**SUBJECT:** Approval of Four Annual Citywide Blanket Purchase Orders with amounts greater than \$200,000 each.

**RECOMMENDATION**

That the City Council approve and authorize the Mayor to execute Blanket Purchase Orders with Amazon Business for \$300,000, Grainger, Inc. for \$250,000, Office Depot for \$225,000, and Tri-County Office Furniture for \$250,000, each utilizing competitively bid and awarded cooperative agreements for daily operations for a period of July 1, 2022, to June 30, 2023.  
(Finance and Governance Committee approved 3-0.)

**BACKGROUND**

A blanket purchase order (BPO) is an agreement established with a vendor to fill repetitive needs for goods. BPOs make it easier for the vendor and departments to fill recurring needs, while using the City's full buying power by taking advantage of quantity discounts, saving administrative time, and reducing paperwork. BPOs are established as purchase orders with a maximum order amount or not to exceed (NTE) amount, rather than for a specific amount.

**DISCUSSION**

Each fiscal year, departments and divisions require a quick and efficient method to procure goods needed to accomplish their mission. Blanket purchase orders are a tool the City of Oxnard utilizes, as do many other public agencies, in order to satisfy this need. The blanket purchase orders proposed in this report will be issued using cooperative agreements that have been bid and awarded in accordance with local, State and, in many instances, federal laws that govern public procurement, and other public agencies, like the City, are invited to utilize the terms and conditions of purchase.

Below is a list of recommended BPOs to be used citywide that will be awarded through a cooperative agreement, with an annual NTE amount greater than \$200,000 that require the Mayor or most senior Council Member's approval and signature. While the contracts continue past this fiscal year, we are only requesting authorization for the current fiscal year.

| <u>Vendor Name</u> |  | <u>Cooperative</u> | <u>Cooperative</u> | <u>FY 2022-23</u><br><u>Recommended</u> |
|--------------------|--|--------------------|--------------------|-----------------------------------------|
|                    |  |                    | <u>Agreement</u>   |                                         |

|                             | <u><b>Cooperative Agreement</b></u> | <u><b>Agreement Number</b></u> | <u><b>Initial Expiration Date</b></u> | <u><b>Not to Exceed Amount</b></u> |
|-----------------------------|-------------------------------------|--------------------------------|---------------------------------------|------------------------------------|
| Amazon Business             | OMNIA Partners                      | MA3457                         | 5/5/2025                              | \$300,000                          |
| Grainger, Inc.              | OMNIA Partners                      | 2018-000207                    | 6/30/2025                             | \$250,000                          |
| Office Depot                | OMNIA Partners                      | R190303                        | 6/30/2024                             | \$225,000                          |
| Tri-County Office Furniture | OMNIA Partners                      | 2020000622                     | 12/31/2024                            | \$250,000                          |

The Purchasing Division of the Finance Department requests approval of the four blanket purchase orders for the NTE amounts in the table above. The amounts suggested are based on data collected from departments' FY 2022-23 forecasted spending with each vendor, rising inflation, unpredictability for cost of goods, and a significant number of vacancies that once filled may require the purchase of office furniture. As reference, previous spending, by vendor, is provided in the table below.

| <u><b>Vendor</b></u>        | <u><b>FY 19-20</b></u> | <u><b>FY 20-21</b></u> | <u><b>FY 21-22 (thru mid-June)</b></u> | <u><b>3-Year Average</b></u> |
|-----------------------------|------------------------|------------------------|----------------------------------------|------------------------------|
| Amazon Business             | \$277,101              | \$244,090              | \$288,695                              | \$279,271                    |
| Grainger, Inc.              | \$189,281              | \$198,694              | \$177,354                              | \$194,941                    |
| Office Depot                | \$145,366              | \$157,729              | \$151,720                              | \$156,833                    |
| Tri-County Office Furniture | \$126,673              | \$163,924              | \$234,072                              | \$180,920                    |

## **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**

Before a purchase is made from any of the four BPO vendors, Finance and the Department requesting the purchase will ensure that there are sufficient appropriations in each department's FY 2022-23 approved budget.

*Prepared by: Jennifer Yates, Purchasing Manager*

## **ATTACHMENTS**

1. BPO8719 Amazon
2. BPO8720 Grainger
3. BPO8722 Office Depot
4. BPO8723 Tri-County Office Furniture





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

**PURCHASE  
ORDER NO.  
008719**

DATE: 6/27/2022

**VENDOR PHONE:** (888)283-2209

**VENDOR FAX:** ( ) -

**VENDOR #:** 21080

**VENDOR ADDRESS:** AMAZON CAPITAL SERVICES, INC.  
P.O. BOX 035184  
SEATTLE, WA 98124-5184

**SHIP TO:** VARIOUS LOCATIONS  
VARIOUS LOCATIONS  
SEE DESCRIPTION  
OXNARD, CA 93030

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

| DELIVER BY |                   | REQUISITION #                     | REQUISITION DATE | CONFIRMED BY    |                  |
|------------|-------------------|-----------------------------------|------------------|-----------------|------------------|
| 06/30/2023 |                   |                                   | 06/27/2022       | MANJULA K.      |                  |
| FOB        |                   | ACCOUNT NUMBER                    |                  | AUTHORIZED BY   |                  |
|            |                   |                                   |                  | PATRICIA GARCIA |                  |
| ITEM #     | QUANTITY/<br>UNIT | DESCRIPTION<br>ARTICLE OR SERVICE |                  | UNIT<br>COST    | EXTENDED<br>COST |

**CITYWIDE ONLINE MARKETPLACE FOR GOODS &  
SUPPLIES**

Effective date: 07/01/2022

Expiration date: 06/30/2023

Not to exceed: 300,000.00

CITYWIDE ONLINE MARKETPLACE FOR GOODS/SUPPLIES  
OMNIA PARTNERS COOPERATIVE AGREEMENT MA3457  
EXP. 6/30/23 (OMNIA EXP. 5/5/25)

**TOTAL PURCHASE AMOUNT**

**\$0.00**

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

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

**AUTHORIZED SIGNATURE.** \_\_\_\_\_

John C. Zaragoza, Mayor

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



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

|                                          |
|------------------------------------------|
| <b>PURCHASE<br/>ORDER NO.<br/>008719</b> |
|------------------------------------------|

DATE: 6/27/2022

**VENDOR PHONE:** (888)283-2209  
**VENDOR FAX:** ( ) -  
**VENDOR #:** 21080  
**VENDOR ADDRESS:** AMAZON CAPITAL SERVICES, **SHIP TO:** VARIOUS LOCATIONS  
 INC.  
 P.O. BOX 035184 VARIOUS LOCATIONS  
 SEATTLE, WA 98124-5184 SEE DESCRIPTION  
 OXNARD, CA 93030

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

| DELIVER BY |                   | REQUISITION #                     | REQUISITION DATE | CONFIRMED BY    |                  |
|------------|-------------------|-----------------------------------|------------------|-----------------|------------------|
| 06/30/2023 |                   |                                   | 06/27/2022       | MANJULA K.      |                  |
| FOB        |                   | ACCOUNT NUMBER                    |                  | AUTHORIZED BY   |                  |
|            |                   |                                   |                  | PATRICIA GARCIA |                  |
| ITEM #     | QUANTITY/<br>UNIT | DESCRIPTION<br>ARTICLE OR SERVICE |                  | UNIT<br>COST    | EXTENDED<br>COST |

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

PURCHASE ORDERS  
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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



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

**PURCHASE  
ORDER NO.  
008720**

DATE: 6/27/2022

**VENDOR PHONE:** (805)388-7076  
**VENDOR FAX:** ( ) -  
**VENDOR #:** 5404  
**VENDOR ADDRESS:** GRAINGER  
930 VIA ALONDRA  
CAMARILLO, CA 93012-8047

**SHIP TO:** VARIOUS LOCATIONS  
VARIOUS LOCATIONS  
SEE DESCRIPTION  
OXNARD, CA 93030

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

| DELIVER BY |                   | REQUISITION #                     | REQUISITION DATE | CONFIRMED BY    |                  |
|------------|-------------------|-----------------------------------|------------------|-----------------|------------------|
| 06/30/2023 |                   |                                   | 06/27/2022       |                 |                  |
| FOB        |                   | ACCOUNT NUMBER                    |                  | AUTHORIZED BY   |                  |
|            |                   |                                   |                  | PATRICIA GARCIA |                  |
| ITEM #     | QUANTITY/<br>UNIT | DESCRIPTION<br>ARTICLE OR SERVICE |                  | UNIT<br>COST    | EXTENDED<br>COST |

**CITYWIDE BLANKET PO FOR INDUSTRIAL SUPPLIES**

Effective date: 07/01/2022  
Expiration date: 06/30/2023  
Not to exceed: 250,000.00

CITYWIDE INDUSTRIAL SUPPLIES, MAINTENANCE, TOOLS  
OMNIA PARTNERS COOPERATIVE AGREEMENT 2018-000207  
EXP 6/30/23 (OMNIA EXP. 6/30/25)

**TOTAL PURCHASE AMOUNT**

**\$0.00**

In order to receive payment, email all invoices to:  
[invoices@oxnard.org](mailto:invoices@oxnard.org)

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

AUTHORIZED SIGNATURE. \_\_\_\_\_  
John C. Zaragoza, Mayor

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

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

**PURCHASE  
ORDER NO.  
008720**

DATE: 6/27/2022

**VENDOR PHONE:** (805)388-7076  
**VENDOR FAX:** ( ) -  
**VENDOR #:** 5404  
**VENDOR ADDRESS:** GRAINGER  
930 VIA ALONDRA  
CAMARILLO, CA 93012-8047

**SHIP TO:** VARIOUS LOCATIONS  
VARIOUS LOCATIONS  
SEE DESCRIPTION  
OXNARD, CA 93030

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| DELIVER BY |                   | REQUISITION #                     | REQUISITION DATE | CONFIRMED BY    |                  |
|------------|-------------------|-----------------------------------|------------------|-----------------|------------------|
| 06/30/2023 |                   |                                   | 06/27/2022       |                 |                  |
| FOB        |                   | ACCOUNT NUMBER                    |                  | AUTHORIZED BY   |                  |
|            |                   |                                   |                  | PATRICIA GARCIA |                  |
| ITEM<br>#  | QUANTITY/<br>UNIT | DESCRIPTION<br>ARTICLE OR SERVICE |                  | UNIT<br>COST    | EXTENDED<br>COST |

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TERMS AND CONDITIONS

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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.
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  - 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.



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

**PURCHASE  
ORDER NO.  
008722**

DATE: 6/27/2022

**VENDOR PHONE:** (888)263-3423

**VENDOR FAX:** ( ) -

**VENDOR #:** 24461

**VENDOR ADDRESS:** ODP BUSINESS SOLUTIONS, LLC  
6600 N. MILITARY TRL  
BOCA RATON, FL 33496

**SHIP TO:** VARIOUS LOCATIONS  
VARIOUS LOCATIONS  
SEE DESCRIPTION  
OXNARD, CA 93030

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

| DELIVER BY |                   | REQUISITION #                     | REQUISITION DATE | CONFIRMED BY    |                  |
|------------|-------------------|-----------------------------------|------------------|-----------------|------------------|
| 06/30/2023 |                   |                                   | 06/27/2022       | LEE SCOTT       |                  |
| FOB        |                   | ACCOUNT NUMBER                    |                  | AUTHORIZED BY   |                  |
|            |                   |                                   |                  | PATRICIA GARCIA |                  |
| ITEM #     | QUANTITY/<br>UNIT | DESCRIPTION<br>ARTICLE OR SERVICE |                  | UNIT<br>COST    | EXTENDED<br>COST |

**CITYWIDE OFFICE SUPPLIES**

Effective date: 07/01/2022

Expiration date: 06/30/2023

Not to exceed: 225,000.00

CITYWIDE OFFICE SUPPLIES  
OMNIA PARTNERS COOPERTIVE AGREEMENT R190303  
EXP. 6/30/23 (OMNIA EXP. 6/30/24)

**TOTAL PURCHASE AMOUNT**

**\$0.00**

In order to receive payment, email all invoices to:  
[invoices@oxnard.org](mailto:invoices@oxnard.org)

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

AUTHORIZED SIGNATURE. \_\_\_\_\_

John C. Zaragoza, Mayor

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

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

**PURCHASE  
ORDER NO.  
008722**

DATE: 6/27/2022

VENDOR PHONE: (888)263-3423  
VENDOR FAX: ( ) -  
VENDOR #: 24461  
VENDOR ADDRESS: ODP BUSINESS SOLUTIONS, LLC      SHIP TO: VARIOUS LOCATIONS  
6600 N. MILITARY TRL      VARIOUS LOCATIONS  
BOCA RATON, FL 33496      SEE DESCRIPTION  
OXNARD, CA 93030

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

| DELIVER BY |                   | REQUISITION #                     | REQUISITION DATE | CONFIRMED BY    |                  |
|------------|-------------------|-----------------------------------|------------------|-----------------|------------------|
| 06/30/2023 |                   |                                   | 06/27/2022       | LEE SCOTT       |                  |
| FOB        |                   | ACCOUNT NUMBER                    |                  | AUTHORIZED BY   |                  |
|            |                   |                                   |                  | PATRICIA GARCIA |                  |
| ITEM #     | QUANTITY/<br>UNIT | DESCRIPTION<br>ARTICLE OR SERVICE |                  | UNIT<br>COST    | EXTENDED<br>COST |

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



PURCHASE ORDERS  
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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



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

**PURCHASE  
ORDER NO.  
008723**

DATE: 6/27/2022

**VENDOR PHONE:** (805)658-6608  
**VENDOR FAX:** (805)658-8023  
**VENDOR #:** 6069  
**VENDOR ADDRESS:** TRI-COUNTY OFFICE FURNITURE    **SHIP TO:** VARIOUS LOCATIONS  
1013 STATE STREET    VARIOUS LOCATIONS  
SANTA BARBARA, CA 93101    SEE DESCRIPTION  
OXNARD, CA 93030

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

| DELIVER BY |                   | REQUISITION #                     | REQUISITION DATE | CONFIRMED BY    |                  |
|------------|-------------------|-----------------------------------|------------------|-----------------|------------------|
| 06/30/2023 |                   |                                   | 06/27/2022       |                 |                  |
| FOB        |                   | ACCOUNT NUMBER                    |                  | AUTHORIZED BY   |                  |
|            |                   |                                   |                  | PATRICIA GARCIA |                  |
| ITEM #     | QUANTITY/<br>UNIT | DESCRIPTION<br>ARTICLE OR SERVICE |                  | UNIT<br>COST    | EXTENDED<br>COST |

**CITYWIDE BLANKET PO FOR OFFICE FURNITURE**

Effective date: 07/01/2022  
Expiration date: 06/30/2023  
Not to exceed: 250,000.00

CITYWIDE BLANKET PO FOR OFFICE FURNITURE PURCHASES  
OMNIA PARTNERS COOPERATIVE AGREEMENT 2020000622  
EXP. 6/30/23 (OMNIA EXP. 12/31/24)

**TOTAL PURCHASE AMOUNT**

**\$0.00**

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

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

AUTHORIZED SIGNATURE. \_\_\_\_\_  
John C. Zaragoza, Mayor

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

**PURCHASE  
ORDER NO.  
008723**

|                        |                                                                             |                                                                                               |
|------------------------|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| <b>VENDOR PHONE:</b>   | (805)658-6608                                                               |                                                                                               |
| <b>VENDOR FAX:</b>     | (805)658-8023                                                               |                                                                                               |
| <b>VENDOR #:</b>       | 6069                                                                        |                                                                                               |
| <b>VENDOR ADDRESS:</b> | TRI-COUNTY OFFICE FURNITURE<br>1013 STATE STREET<br>SANTA BARBARA, CA 93101 | <b>SHIP TO:</b> VARIOUS LOCATIONS<br>VARIOUS LOCATIONS<br>SEE DESCRIPTION<br>OXNARD, CA 93030 |

|            |                 |                                   |                  |                 |               |
|------------|-----------------|-----------------------------------|------------------|-----------------|---------------|
| DELIVER BY |                 | REQUISITION #                     | REQUISITION DATE | CONFIRMED BY    |               |
| 06/30/2023 |                 |                                   | 06/27/2022       |                 |               |
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| ITEM #     | QUANTITY / UNIT | DESCRIPTION<br>ARTICLE OR SERVICE |                  | UNIT COST       | EXTENDED COST |

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TERMS AND CONDITIONS

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5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
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  - 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.
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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.
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  - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
  - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.



**CITY COUNCIL AGENDA REPORT**  
**INFORMATION/CONSENT AGENDA**  
**AGENDA ITEM NO. K.8**

**DATE:** July 28, 2022

**TO:** City Council

**FROM:** Steve Naveau, Human Resources Director, (805) 385-7947, [steve.naveau@oxnard.org](mailto:steve.naveau@oxnard.org)

**SUBJECT:** Second Amendments to Gallagher Benefit Services Agreements for Recruitment, Classification and Market Study.

**RECOMMENDATION**

That the City Council:

1. Approve and authorize the Mayor to execute the Second Amendment to Agreement Number 9109-21-HR with Gallagher Benefit Services for services related to classification and market study for an increase of \$75,000 for a total contract amount not to exceed \$150,000 and extending the agreement to December 31, 2022; and
2. Approve and authorize the Mayor to execute the Second Amendment to Agreement Number 9338-21-HR with Gallagher Benefit Services for recruitment services for an increase of \$100,000 for a total contract amount not to exceed \$200,000 and extending the agreement to June 30, 2023.

**BACKGROUND**

The City entered into a contract with Gallagher Benefit Services for the Classification and Market Study, agreement 9109-21-HR, in January 2021 for \$50,000 with a termination date of December 31, 2021. A First Amendment was approved in August 2021 to increase by \$25,000 for a total not to exceed of \$75,000. This Second Amendment will extend the agreement to December 31, 2022, and add an additional \$75,000. The additional funds will be used for consulting to finalize the implementation of the Classification and Compensation Study.

The City entered into a contract with Koff and Associates for Recruitment Services. This agreement provides recruitment services for executive searches and hard-to-fill positions. On April 30, 2021, Gallagher Benefit Services bought Koff and Associates. Agreement 9338-21-HR was approved in July 2021 for \$70,000 under Gallagher Benefit Services. A First Amendment was approved in April 2022 to extend the agreement to December 31, 2022, and add an additional \$30,000 for a total agreement of \$100,000. This Second Amendment will extend the agreement to June 30, 2023, and add an additional \$100,000 for a total agreement of \$200,000.

**STRATEGIC PRIORITIES**

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

**FINANCIAL IMPACT**

Fiscal Year 2022-23 funding to cover the cost of these amendments is available as follows: \$75,000 from the General Fund (Account 101-1701-801.82-09, 9109-21-HR) and \$100,000 from various departmental operating budgets (9338-21-HR).

## **COMMITTEE OUTCOME**

The Finance and Governance Committee approved item 3-0.

*Prepared by: Casey Clay, Human Resources Manager*

## **ATTACHMENTS**

1. Original Agreement with Gallagher Benefits Services, Inc. (9109-21-HR)
2. First Amendment with Gallagher Benefit Services, Inc. (9109-21-HR)
3. Second Amendment with Gallagher Benefits Services, Inc. (9109-21-HR)
4. Original Agreement with Gallagher Benefit Services, Inc. (9338-21-HR)
5. First Amendment Ballagher Benefits Services, Inc. (9338-21-HR)
6. Second Amendment with Gallagher Benefits Services, Inc. (9338-21-HR)

**AGREEMENT FOR PROFESSIONAL SERVICES  
COVER PAGE**

- (1) Agreement Start Date: 1/15/2021
- (2) Consultant: Gallagher Benefits Services
- (3) Services: Classification and Compensation Market Study
- (4) Schedule of Services: See Scope of Services:
- (5) Agreement Ending Date: 12/31/2021
- (6) Total Agreement Amount: \$50,000
- (7) City's Project Manager: Steve Naveau
- (8) Consultant's Project Manager: Mike Verdoorn
- (9) Insurance Coverage: INS-B
- (10) Addresses for Notice:
- |                                                                                                                             |                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| <p><i>FOR CONSULTANT:</i></p> <p>901 Marquette Ave. S., Ste. 1900<br/>Minneapolis, MN 55402</p> <p>Attn: Mike Verdoorn,</p> | <p><i>FOR CITY:</i></p> <p>300 W. 3<sup>rd</sup> St. First Floor<br/>Oxnard, CA 93030</p> <p>Attn: Steve Naveau,</p> |
|-----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
- (11) Contact Emails:
- |                                                                                                                                |                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| <p><i>CONSULTANT'S PROJECT<br/>MANAGER:</i></p> <p><u><a href="mailto:Mike_verdoorn@ajg.com">Mike_verdoorn@ajg.com</a></u></p> | <p><i>CITY'S PROJECT MANAGER:</i></p> <p><u><a href="mailto:steve.naveau@oxnard.org">steve.naveau@oxnard.org</a></u></p> |
|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|

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

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☐ Insurance Exhibit (INS-B)



### AGREEMENT FOR PROFESSIONAL SERVICES

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

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: [invoices@oxnard.org](mailto:invoices@oxnard.org).
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

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

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

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

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

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant 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 Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and

indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

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

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

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

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

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

written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. 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 Consultant in reliance on any Confidential Information disclosed under this Agreement.

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

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or

impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

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

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

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

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

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

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

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

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

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

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.
32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.
33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.
34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other 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.
35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.
36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.
37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

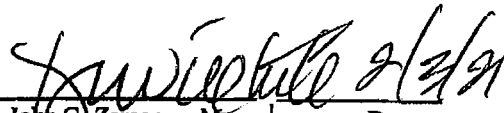
[Signatures on next page]



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

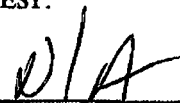
**CITY OF OXNARD**

**GALLAGHER BENEFITS SERVICES**

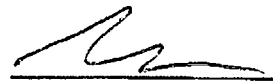
  
☐ John C. Zaragoza, Mayor<sup>1</sup> \_\_\_\_\_ Date  
☐ Alexander Nguyen, City Manager  
☐ Daniel Willhite, Purchasing Agent  
☐ \_\_\_\_\_, Buyer

\_\_\_\_\_  
Mike Verdoorn, Principal Consultant \_\_\_\_\_ Date  
\_\_\_\_\_  
\_\_\_\_\_  
Date

ATTEST:

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

APPROVED AS TO FORM:

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

<sup>1</sup> The City Council must authorize and the Mayor must sign any agreement over \$175,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$175,000 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.

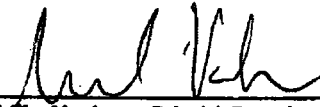
Agreement No. 9109-21-HR

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

## GALLGHER BENEFITS SERVICES

☐ John C. Zaragoza, Mayor<sup>1</sup> \_\_\_\_\_ Date  
☐ Alexander Nguyen, City Manager  
☐ Daniel Willhite, Purchasing Agent  
☐ , Buyer

 Jan 28, 2021  
 Mike Verdoorn, Principal Consultant Date

\_\_\_\_\_  
 Date

ATTEST:

\_\_\_\_\_  
 Rose Chapparo, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

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

<sup>1</sup> The City Council must authorize and the Mayor must sign any agreement over \$175,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$175,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

## SCOPE OF SERVICES EXHIBIT

### PROJECT WORK PLAN

Based on our understanding of your needs, we have prepared a detailed summary of the phases of a work plan we believe addresses your stated issues.

| Study Phases                                               | Tasks & Activities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>I. Project Initiation and Administration</b>            | <ul style="list-style-type: none"> <li>Initial meetings (up to three) conducted by phone with the City management, HR, governance and others as appropriate to address current issues related to compensation, pay and structure, policies, philosophies and strategies.</li> <li>Organization, classification, compensation, and job description material collected.</li> <li>Project timetable refined.</li> <li>Discussion of comparable labor market and survey sources.</li> </ul>                                                                                                                                            |
| <b>II. Compensation Survey Administration and Analysis</b> | <ul style="list-style-type: none"> <li>Review the approximately 60 benchmark jobs/classifications for collecting market data.</li> <li>Review and update the custom survey instrument and labor market for distribution</li> <li>Collect market base salary data from published survey sources such as WTW Towers Watson, Mercer, CompData, and/or other surveys the City participated.</li> <li>Provide analysis of how current employees are compensated compared to the identified labor market.</li> <li>Conduct a competitive analysis to determine whether the City leads, lags or is consistent with the market.</li> </ul> |
| <b>III. Salary Structure Update and Implementation</b>     | <ul style="list-style-type: none"> <li>Review the City current pay structure and provide recommendation for adjustments/updates based on new market data.</li> <li>Depending on overall cost to implement, immediate and/or phase in implementation options will be developed.</li> <li>Review and finalization of recommendations.</li> </ul>                                                                                                                                                                                                                                                                                     |
| <b>IV. Project Finalization</b>                            | <ul style="list-style-type: none"> <li>Ongoing virtual meetings with the City regarding study progress and results.</li> <li>Development of draft report for review and approval.</li> <li>Meeting with HR and the City leadership to present study findings.</li> <li>Final report delivery and presentation.</li> </ul>                                                                                                                                                                                                                                                                                                          |

### ESTIMATED TIMING

The schedule below is an estimate to complete each phase by month that is advisable for this type of project. We will discuss the details of each phase during Phase I and identify specific deadlines for the project at that time. We will conduct frequent conference calls with the City and Gallagher to ensure that the schedule is monitored throughout the project.

As shown in the schedules presented below, Gallagher employs a sequential process of conducting a study of this nature although some tasks can be conducted simultaneously.

| PHASE      | DESCRIPTION                                     | MONTH |   |   |   |
|------------|-------------------------------------------------|-------|---|---|---|
|            |                                                 | 1     | 2 | 3 | 4 |
| <b>I</b>   | Project Initiation and Administration           | ■     |   |   |   |
| <b>II</b>  | Compensation Survey Administration and Analysis | ■     | ■ |   |   |
| <b>III</b> | Salary Structure Update and Implementation      |       | ■ | ■ |   |
| <b>IV</b>  | Project Finalization                            |       |   | ■ | ■ |

## **RATES AND COSTS EXHIBIT**

### **PROPOSED FEES & RATES**

The total estimated cost for the custom survey, data analysis and virtual meetings with the City will cost \$50,000.

Agreement No.

## **INSURANCE EXHIBIT**

**FIRST AMENDMENT TO CONSULTING SERVICES**

This First Amendment (“First Amendment”) to the Consulting Services (“Agreement”) is made and entered into in the County of Ventura, State of California, 11th day of August, 2021, by and between the City of Oxnard, a municipal corporation (“City”), and Gallagher Benefit Services (“Consultant”). This First Amendment amends the Agreement entered into on January 15, 2021, by City and Consultant.

City and Consultant agree as follows:

1. The amount in Section 6 of the Cover Page of the Agreement is hereby amended to “\$75,000.”
2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]



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

**CITY OF OXNARD**

**GALLAGHER BENEFIT SERVICES**

  
☐ John C. Zaragoza, Mayor<sup>1</sup> \_\_\_\_\_ Date  
☐ Alexander Nguyen, City Manager  
☒ Daniel Willhite, Purchasing Manager  
☐ \_\_\_\_\_, Buyer

\_\_\_\_\_  
Mike Verdoorn, Principal Consultant Date

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

**CITY OF OXNARD**

☐ John C. Zaragoza, Mayor<sup>1</sup> \_\_\_\_\_ Date  
☐ Alexander Nguyen, City Manager  
☐ Daniel Willhite, Purchasing Manager  
☐ \_\_\_\_\_, Buyer

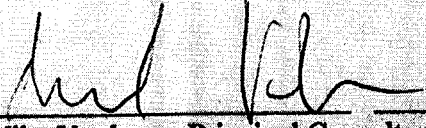
ATTEST:

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

APPROVED AS TO FORM:

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

**GALLAGHER BENEFIT SERVICES**

 8-16-2021  
Mike Verdoorn, Principal Consultant \_\_\_\_\_ Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Date

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

## SECOND AMENDMENT TO CONSULTING SERVICES

This Second Amendment ("Second Amendment") to the Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, 20th day of June, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Gallagher Benefit Services, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on January 15, 2021, by City and Gallagher Benefits Services, Inc. The Agreement previously has been amended on August 11, 2021, by a First Amendment.

City and Consultant agree as follows:

1. The Agreement ending date in Section 5 of the Cover Page of the Agreement is hereby amended to 12/31/2022
2. The amount in Section 6 of the Cover Page of the Agreement is hereby amended to "\$150,000."
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

**CITY OF OXNARD**

**GALLAGHER BENEFITS SERVICES, INC.**

\_\_\_\_\_  
☐ John C. Zaragoza, Mayor      Date  
☐ Alexander Nguyen, City Manager  
☐ Jennifer Yates, Purchasing Manager  
☐ \_\_\_\_\_, Buyer

\_\_\_\_\_  
Georg S. Krammer, Managing Director      Date

\_\_\_\_\_  
Catherine B. Kaneko, Treasurer      Date

ATTEST:

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

APPROVED AS TO FORM:

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

\_\_\_\_\_  
1

**FIRST AMENDMENT TO CONSULTING SERVICES**

This First Amendment ("First Amendment") to the Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, 11th day of August, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Gallagher Benefit Services ("Consultant"). This First Amendment amends the Agreement entered into on January 15, 2021, by City and Consultant.

City and Consultant agree as follows:

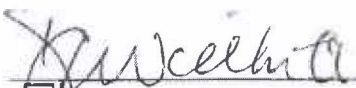
1. The amount in Section 6 of the Cover Page of the Agreement is hereby amended to "\$75,000."
2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

GALLAGHER BENEFIT SERVICES

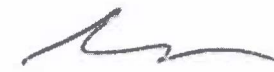
 8/17/21  
☐ John C. Zaragoza, Mayor<sup>1</sup> Date  
☐ Alexander Nguyen, City Manager  
☒ Daniel Willhite, Purchasing Manager  
☐ \_\_\_\_\_, Buyer

\_\_\_\_\_  
Mike Verdoorn, Principal Consultant Date  
  
\_\_\_\_\_  
\_\_\_\_\_  
Date

ATTEST:

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

APPROVED AS TO FORM:

 8/11/2021  
\_\_\_\_\_  
Stephen M. Fischer, City Date  
Attorney (always required)

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



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

**CITY OF OXNARD**

**GALLAGHER BENEFIT SERVICES**

☐ John C. Zaragoza, Mayor<sup>1</sup> \_\_\_\_\_ Date \_\_\_\_\_  
☐ Alexander Nguyen, City Manager \_\_\_\_\_  
☐ Daniel Willhite, Purchasing Manager \_\_\_\_\_  
☐ \_\_\_\_\_, Buyer \_\_\_\_\_

 8-10-2021  
Mike Verdoorn, Principal Consultant Date \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

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

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



**AGREEMENT FOR PROFESSIONAL SERVICES  
COVER PAGE**

- (1) Agreement Start Date: 1/15/2021
- (2) Consultant: Gallagher Benefits Services
- (3) Services: Classification and Compensation Market Study
- (4) Schedule of Services: See Scope of Services:
- (5) Agreement Ending Date: 12/31/2021
- (6) Total Agreement Amount: \$50,000
- (7) City's Project Manager: Steve Naveau
- (8) Consultant's Project Manager: Mike Verdoorn
- (9) Insurance Coverage: INS-B
- (10) Addresses for Notice:
- |                                  |                                        |
|----------------------------------|----------------------------------------|
| <i>FOR CONSULTANT:</i>           | <i>FOR CITY:</i>                       |
| 901 Marquette Ave. S., Ste. 1900 | 300 W. 3 <sup>rd</sup> St. First Floor |
| Minneapolis, MN 55402            | Oxnard, CA 93030                       |
| Attn: Mike Verdoorn,             | Attn: Steve Naveau,                    |
- (11) Contact Emails:
- |                                                                         |                                                                             |
|-------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <i>CONSULTANT'S PROJECT<br/>MANAGER:</i>                                | <i>CITY'S PROJECT MANAGER:</i>                                              |
| <u><a href="mailto:Mike.verdoorn@ajg.com">Mike.verdoorn@ajg.com</a></u> | <u><a href="mailto:steve.naveau@oxnard.org">steve.naveau@oxnard.org</a></u> |

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

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☐ Insurance Exhibit (INS-B)

### AGREEMENT FOR PROFESSIONAL SERVICES

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

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: [invoices@oxnard.org](mailto:invoices@oxnard.org).
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

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

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

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

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

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant 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 Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and



indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

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

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

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

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

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



written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. 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 Consultant in reliance on any Confidential Information disclosed under this Agreement.

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

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or

impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

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

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

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnites from and against all Claims arising from or relating to any unauthorized assignment.

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

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

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

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

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

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



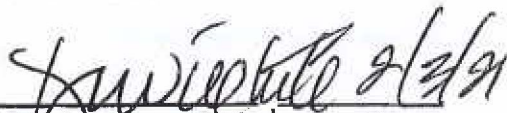
31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.
32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.
33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.
34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other 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.
35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.
36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.
37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

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

**CITY OF OXNARD**

**GALLAGHER BENEFITS SERVICES**

  
☐ John C. Zaragoza, Mayor<sup>1</sup> \_\_\_\_\_ Date  
☐ Alexander Nguyen, City Manager  
☐ Daniel Willhite, Purchasing Agent  
☐ \_\_\_\_\_, Buyer

\_\_\_\_\_  
Mike Verdoorn, Principal Consultant \_\_\_\_\_ Date  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Date

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

<sup>1</sup> The City Council must authorize and the Mayor must sign any agreement over \$175,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$175,000 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.

Agreement No. 9109-21-HR

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

## GALLGHER BENEFITS SERVICES

\_\_\_\_\_  
☐ John C. Zaragoza, Mayor<sup>1</sup> Date  
☐ Alexander Nguyen, City Manager  
☐ Daniel Willhite, Purchasing Agent  
☐ Buyer

 Jan 28, 2021  
 Mike Verdoorn, Principal Consultant Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
 Rose Chapparo, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

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

<sup>1</sup> The City Council must authorize and the Mayor must sign any agreement over \$175,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$175,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

## SCOPE OF SERVICES EXHIBIT

### PROJECT WORK PLAN

Based on our understanding of your needs, we have prepared a detailed summary of the phases of a work plan we believe addresses your stated issues.

| Study Phases                                               | Tasks & Activities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>I. Project Initiation and Administration</b>            | <ul style="list-style-type: none"> <li>Initial meetings (up to three) conducted by phone with the City management, HR, governance and others as appropriate to address current issues related to compensation, pay and structure, policies, philosophies and strategies.</li> <li>Organization, classification, compensation, and job description material collected.</li> <li>Project timetable refined.</li> <li>Discussion of comparable labor market and survey sources.</li> </ul>                                                                                                                                            |
| <b>II. Compensation Survey Administration and Analysis</b> | <ul style="list-style-type: none"> <li>Review the approximately 60 benchmark jobs/classifications for collecting market data.</li> <li>Review and update the custom survey instrument and labor market for distribution</li> <li>Collect market base salary data from published survey sources such as WTW Towers Watson, Mercer, CompData, and/or other surveys the City participated.</li> <li>Provide analysis of how current employees are compensated compared to the identified labor market.</li> <li>Conduct a competitive analysis to determine whether the City leads, lags or is consistent with the market.</li> </ul> |
| <b>III. Salary Structure Update and Implementation</b>     | <ul style="list-style-type: none"> <li>Review the City current pay structure and provide recommendation for adjustments/updates based on new market data.</li> <li>Depending on overall cost to implement, immediate and/or phase in implementation options will be developed.</li> <li>Review and finalization of recommendations.</li> </ul>                                                                                                                                                                                                                                                                                     |
| <b>IV. Project Finalization</b>                            | <ul style="list-style-type: none"> <li>Ongoing virtual meetings with the City regarding study progress and results.</li> <li>Development of draft report for review and approval.</li> <li>Meeting with HR and the City leadership to present study findings.</li> <li>Final report delivery and presentation.</li> </ul>                                                                                                                                                                                                                                                                                                          |

### ESTIMATED TIMING

The schedule below is an estimate to complete each phase by month that is advisable for this type of project. We will discuss the details of each phase during Phase I and identify specific deadlines for the project at that time. We will conduct frequent conference calls with the City and Gallagher to ensure that the schedule is monitored throughout the project.

As shown in the schedules presented below, Gallagher employs a sequential process of conducting a study of this nature although some tasks can be conducted simultaneously.

| PHASE      | DESCRIPTION                                     | MONTH |   |   |   |
|------------|-------------------------------------------------|-------|---|---|---|
|            |                                                 | 1     | 2 | 3 | 4 |
| <b>I</b>   | Project Initiation and Administration           | ■     |   |   |   |
| <b>II</b>  | Compensation Survey Administration and Analysis | ■     | ■ |   |   |
| <b>III</b> | Salary Structure Update and Implementation      |       | ■ | ■ |   |
| <b>IV</b>  | Project Finalization                            |       |   | ■ | ■ |

## **RATES AND COSTS EXHIBIT**

### **PROPOSED FEES & RATES**

The total estimated cost for the custom survey, data analysis and virtual meetings with the City will cost \$50,000.



Agreement No.

## INSURANCE EXHIBIT

**AGREEMENT FOR PROFESSIONAL SERVICES  
COVER PAGE**

- (1) Agreement Start Date: 7/20/21
- (2) Consultant: Gallagher Benefit Services, Inc.
- (3) Services: Various Executive Recruitments
- (4) Schedule of Services: See Schedule of Services
- (5) Agreement Ending Date: 6/30/2022
- (6) Total Agreement Amount: \$70,000
- (7) City's Project Manager: Lisa Baker
- (8) Consultant's Project Manager: Frank Rojas
- (9) Insurance Coverage: INS-B
- (10) Addresses for Notice:

*FOR CONSULTANT:*

2835 Seventh St.  
Berkeley, CA 94710  
Attn: Frank Rojas,

*FOR CITY:*

300 W. 3<sup>rd</sup> St.  
Oxnard, CA 93030  
Attn: Lisa Baker,

- (11) Contact Emails:

*CONSULTANT'S PROJECT  
MANAGER:*

[frojas@koffassociates.com](mailto:frojas@koffassociates.com)

*CITY'S PROJECT MANAGER:*

[lisa.baker@oxnard.org](mailto:lisa.baker@oxnard.org)

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

- X Scope of Services Exhibit
- X Rates and Costs Exhibit
- X Insurance Exhibit (INS-B)

## AGREEMENT FOR PROFESSIONAL SERVICES

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

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: [invoices@oxnard.org](mailto:invoices@oxnard.org).
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

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

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

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

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

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant 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 Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense, Indemnity and Limitation of Liability.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents, excepting liabilities caused by the sole or active negligence or willful misconduct by the City or its agents, servants, or independent contractors, other than Consultant, who are acting on behalf of the City. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees..

a. Consultant's liability to the City and any other party for any losses, injury or damages to persons or properties or work performed arising out of in connection with this Agreement and for any other claim, whether the claim arises in contract, tort, statute or otherwise, shall be limited to the amount of the total fees due to Consultant from City for the particular Services giving rise to the claim. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CONSULTANT SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, LOST PROFITS, OR PUNITIVE DAMAGES SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

b. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

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

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City

before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

e. Notwithstanding the foregoing, Consultant will retain sole and exclusive ownership of all right, title and interest in and to its intellectual property and derivatives thereof which no data or confidential information of the City was used to create and which was developed entirely using Consultant's own resources. To the extent Consultant's intellectual property is necessary for the City to use the services provided, Consultant will grant to the City a non-exclusive, royalty-free license to Consultant's intellectual property solely for the City's use of such services.

f. This Section 16 shall survive the termination of this Agreement.

#### 17. Confidentiality of Information.

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

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

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



written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. 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 Consultant in reliance on any Confidential Information disclosed under this Agreement.

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

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or

impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

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

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

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

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

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

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

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

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

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

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

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

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

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

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

[Signatures on next page]

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

CITY OF OXNARD

**GALLAGHER BENEFIT SERVICES, INC.**

☐ John C. Zaragoza, Mayor<sup>1</sup> Date \_\_\_\_\_

☐ Alexander Nguyen, City Manager

☒ Daniel Willhite, Purchasing Agent

☐ Buyer

Georg S. Krammer, CEO      Date

Catherine B. Kaneko, Treasurer Date

ATTEST:

n/a \_\_\_\_\_ Date \_\_\_\_\_  
Rose Chaparro, City Clerk (only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) 9/9/21  
Date

<sup>1</sup> 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.

\_\_\_\_\_  
☐ John C. Zaragoza, Mayor<sup>1</sup>      Date  
☐ Alexander Nguyen, City Manager  
☒ Daniel Willhite, Purchasing Agent  
☐ Buyer

 9-10-2021  
Georg S. Krammer, Managing Director      Date

 9/10/2021  
Catherine B. Kaneko, Managing Director      Date

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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

## **SCOPE OF SERVICES EXHIBIT**

### **Phase I:**

- Meet with 'City' to gather information and develop specifications and ideal candidate profile
- Coordinate with City on development of recruitment brochure for the Executive Recruitment
- Complete recruitment brochure and post brochure on Consultant's website
- Place ads in appropriate sources
- Print and distribute brochure
- Receive all resumes, provide acknowledgement
- Keep client updated on recruitment progress
- Conduct proactive outreach by initiating contact with potential applicants and referral sources

### **Phase II:**

- Identify/screen candidates
- Conduct preliminary interviews
- Submit report/overview to City
- Meet with City to identify finalists; set interview date, contact candidates & schedule accordingly
- Notify all applicants of status in the recruitment

### **Phase III:**

- Task 1 – Provide questions menu, schedules, and all follow up materials
- Task 2 – Facilitate process for first and final interviews, as needed
- Task 3 – Conduct thorough background and reference checks
- Task 4 – Contract negotiations (if requested)

## **RATES AND COSTS EXHIBIT**

**The cost (professional fees)** for the above activities will vary per Executive Recruitment. A full recruitment shall not exceed **\$23,000**, which includes reimbursable expenses up to **\$5,500**.

**Reimbursable expenses** include advertising costs, brochure printing, supplies, shipping costs. Professional fees and reimbursable expenses are billed monthly.

Neither the City nor Consultant shall provide travel costs for candidates.

### **Non-solicitation:**

Except with the written consent of Georg Krammer or Katie Kaneko, CEO and President respectively of Koff & Associates, which consent may be given or withheld in their sole discretion, Client agrees that during the term of this Agreement and for a period ending one year thereafter (the "Time Period") Client will not solicit services from or hire any K&A employee or contractor (each, a "Team Member") with whom Client has had contact pursuant to the services provided to Client under this Agreement. Client specifically acknowledges that K&A recruits, trains, and contracts with Team Members and that such efforts are costly and time-consuming. As such, it is understood that should Client hire a Team Member during the Time Period for any reason without the required consent, Client agrees to pay a placement fee (paid at the time of placement) of 30% of Team Member's first year's total compensation which accurately reflects a reasonable estimate of K&A's time and costs attendant to its recruitment, hiring, retention, and management of Team Members.



**INSURANCE EXHIBIT [INS-B]**

**FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

This First Amendment (“First Amendment”) to the Agreement for Professional Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this 7th day of April, 2022, by and between the City of Oxnard, a municipal corporation (“City”), and Gallagher Benefits Services, Inc. (“Consultant”). This First Amendment amends the Agreement entered into on September 28, 2021, by City and Consultant.

City and Consultant agree as follows:

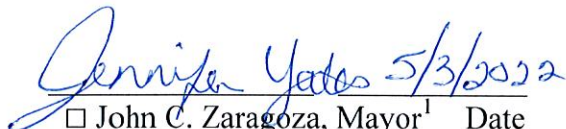
1. The date in Section 5 of the Cover Page of the Agreement is hereby amended to December 31, 2022.
2. The amount \$70,000 in Section 6 of the Cover Page of the Agreement is hereby amended to “\$100,000.”
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

**CITY OF OXNARD**

**GALLAGHER BENEFITS SERVICES, INC.**

 5/3/2022

- ☐ John C. Zaragoza, Mayor<sup>1</sup>      Date  
☐ Alexander Nguyen, City Manager  
☒ Jennifer Yates, Purchasing Manager  
☐ \_\_\_\_\_, Buyer

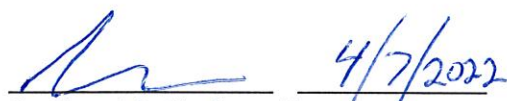
\_\_\_\_\_  
Georg S. Krammer, Managing Director      Date

\_\_\_\_\_  
Catherine B. Kaneko, Treasurer      Date

ATTEST:

 N/A  
\_\_\_\_\_  
Rose Chaparro, City Clerk      Date  
(only if Mayor signs)

APPROVED AS TO FORM:

 4/7/2022  
\_\_\_\_\_  
Stephen M. Fischer, City      Date  
Attorney (always required)

\_\_\_\_\_  
1

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

**CITY OF OXNARD**

**GALLAGHER BENEFIT SERVICES, INC.**

☐ John C. Zaragoza, Mayor Date  
☐ Alexander Nguyen, City Manager  
☒ Jennifer Yates, Purchasing Manager  
☐ \_\_\_\_\_, Buyer

 4-15-22  
Georg S. Krammer, Managing Director Date

 4-18-22  
Catherine B. Kaneko, Managing Director Date

ATTEST:

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

APPROVED AS TO FORM:

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

**SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

This Second Amendment (“Second Amendment”) to the Agreement for Professional Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this 20th day of June, 2022, by and between the City of Oxnard, a municipal corporation (“City”), and Gallagher Benefits Services, Inc. (“Consultant”). This Second Amendment amends the Agreement entered into on September 28, 2021, by City and Consultant. The Agreement previously has been amended on April 7, 2022.

City and Consultant agree as follows:

1. The date in Section 5 of the Cover Page of the Agreement is hereby amended to June 30, 2023.
2. The amount \$100,000 in Section 6 of the Cover Page of the Agreement is hereby amended to “\$200,000.”
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

**CITY OF OXNARD**

**GALLAGHER BENEFITS SERVICES, INC.**

\_\_\_\_\_  
☐ John C. Zaragoza, Mayor      Date  
☐ Alexander Nguyen, City Manager  
☐ Jennifer Yates, Purchasing Manager  
☐ \_\_\_\_\_, Buyer

\_\_\_\_\_  
Georg S. Krammer, Managing Director      Date

\_\_\_\_\_  
Catherine B. Kaneko, Treasurer      Date

ATTEST:

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

APPROVED AS TO FORM:

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

**FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 7th day of April, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Gallagher Benefits Services, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on September 28, 2021, by City and Consultant.

City and Consultant agree as follows:

1. The date in Section 5 of the Cover Page of the Agreement is hereby amended to December 31, 2022.
2. The amount \$70,000 in Section 6 of the Cover Page of the Agreement is hereby amended to "\$100,000."
3. As so amended, the Agreement remains in full force and effect.

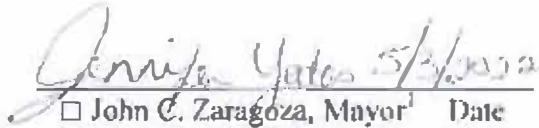
[Signatures on next page]



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

**CITY OF OXNARD**

**GALLAGHER BENEFITS SERVICES, INC.**

 5/3/2022

- ☐ John C. Zaragoza, Mayor      Date  
☐ Alexander Nguyen, City Manager  
☒ Jennifer Yates, Purchasing Manager  
☐ \_\_\_\_\_, Buyer

\_\_\_\_\_  
Georg S. Krammer, Managing Director      Date

\_\_\_\_\_  
Catherine B. Kaneko, Treasurer      Date

ATTEST:

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

APPROVED AS TO FORM:

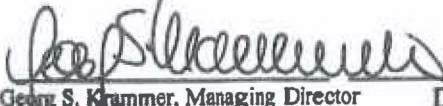
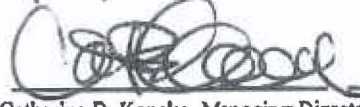
 4/7/2022  
\_\_\_\_\_  
Stephen M. Fischer, City Attorney (always required)      Date

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

**CITY OF OXNARD**

**GALLAGHER BENEFIT SERVICES, INC.**

☐ John C. Zaragoza, Mayor      Date  
☐ Alexander Nguyen, City Manager  
☒ Jennifer Yates, Purchasing Manager  
☐ \_\_\_\_\_, Buyer

 4-15-22  
George S. Krammer, Managing Director      Date  
 4-18-22  
Catherine B. Kaneko, Managing Director      Date

ATTEST:

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

APPROVED AS TO FORM:

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

**AGREEMENT/AMENDMENT REVIEW FORM**  
Please write in N/A for any section that is not applicable

|                                                                 |                                               |                                        |               |
|-----------------------------------------------------------------|-----------------------------------------------|----------------------------------------|---------------|
| <b>Contractor/Vendor/Consultant:</b> <u>KOFF AND ASSOCIATES</u> |                                               | <b>Agreement No:</b> <u>9338-21-HR</u> |               |
| <b>Address:</b> <u>2835 SEVENTH STREET, BERNELY CA, 94710</u>   |                                               |                                        |               |
| <b>Contact Name:</b> <u>FRANK ROJAS</u>                         | <b>Email:</b> <u>FRJAS@KOFFASSOCIATES.COM</u> | <b>Phone:</b> <u>510-495-0448</u>      | <b>INS- B</b> |
| <b>Committee Date:</b> _____                                    | <b>Council Date:</b> _____                    |                                        |               |
| <b>Committee Agenda #:</b> _____                                | <b>Council Agenda #:</b> _____                |                                        |               |

|                                                                                                                                          |                                                             |
|------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| <b>Department:</b> <u>HUMAN RESOURCES</u>                                                                                                | <b>Contingency Requested:</b> \$ _____                      |
| <b>Project Manager:</b> <u>LISA BAKER</u>                                                                                                | <b>EISPM Funds <sup>1</sup> Requested:</b> \$ _____         |
| <b>Phone:</b> <u>805-385-7596</u>                                                                                                        | <b>Value of Agreement :</b> \$ <u>70,000</u>                |
| <b>Email:</b> <u>LISA.BAKER@OXNARD.ORG</u>                                                                                               | <b>Amendment No:</b> _____                                  |
| <b>Type of Agreement:</b> _____                                                                                                          | <b>Value of Amendment:</b> \$ _____                         |
| <b>Business Tax Cert No.</b> _____                                                                                                       | <b>Current Agr. Val. (w/amendments)</b> \$ _____            |
| <b>Secretary of State ID:</b> _____                                                                                                      | <b>P.O. No. (if existing agreement):</b> _____              |
| <b>Agreement Term:</b> _____                                                                                                             | <b>Req. No. (if new agreement):</b> <u>5591</u> ✓           |
| <b>Termination Date:</b> <u>6/30/2022</u>                                                                                                | <b>Funding Source:</b> _____                                |
| <b>Bid No.:</b> <u>N/A</u>                                                                                                               | <b>Account No. <sup>2</sup>:</b> <u>VARIOUS DEPARTMENTS</u> |
|                                                                                                                                          | <b>NSS Control #:</b> <u>21-27</u> ✓                        |
| <b>Purpose of Agreement/Amendment:</b> <u>VARIOUS CITY EXECUTIVE RECRUITMENTS</u><br><u>(Accounts TBD via Request to Encumber funds)</u> |                                                             |

**Review Sequence (please write in N/A for any steps not required)**

1. Project Manager
2. Division Manager
3. Assistant Department Director
4. Department Director
5. General Accounting (for Leases only)
6. Budget Management (*Funding via RTE-TBD*)
7. Risk Management<sup>3</sup>
8. City Attorney
9. Contractor/Vendor/Consultant (signs contract; no need to initial this form)
10. Buyer<sup>5</sup>
11. Purchasing Manager<sup>6</sup>
12. City Manager/ACM<sup>7</sup>
13. Mayor<sup>8</sup>
14. City Clerk<sup>9</sup>

| Initials   | Date           |
|------------|----------------|
| <u>LRB</u> | <u>9/9/21</u>  |
| <u>CP</u>  | <u>9/9/21</u>  |
| <u>SW</u>  | <u>9/10/21</u> |
| <u>N/A</u> | <u>-</u>       |
| <u>N/A</u> | <u>-</u>       |
| <u>me</u>  | <u>9/23/21</u> |
| <u>RL</u>  | <u>9/19/21</u> |
| <u>AW</u>  | <u>9/28/21</u> |
| <u>RA</u>  | <u>-</u>       |
| <u>WA</u>  | <u>-</u>       |
| <u>N/A</u> | <u>-</u>       |

**AGREEMENT FOR PROFESSIONAL SERVICES  
COVER PAGE**

- (1) Agreement Start Date: 7/20/21
- (2) Consultant: Gallagher Benefits Services, Inc.
- (3) Services: Various Executive Recruitments
- (4) Schedule of Services: See Schedule of Services
- (5) Agreement Ending Date: 6/30/2022
- (6) Total Agreement Amount: \$70,000
- (7) City's Project Manager: Lisa Baker
- (8) Consultant's Project Manager: Frank Rojas
- (9) Insurance Coverage: INS-B
- (10) Addresses for Notice:

*FOR CONSULTANT:*

2835 Seventh St.  
Berkeley, CA 94710  
Attn: Frank Rojas,

*FOR CITY:*

300 W. 3<sup>rd</sup> St.  
Oxnard, CA 93030  
Attn: Lisa Baker,

- (11) Contact Emails:

*CONSULTANT'S PROJECT  
MANAGER:*

[frank@koffassociates.com](mailto:frank@koffassociates.com)

*CITY'S PROJECT MANAGER:*

[lisa.baker@oxnard.org](mailto:lisa.baker@oxnard.org)

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

- X Scope of Services Exhibit
- X Rates and Costs Exhibit
- X Insurance Exhibit (INS-B)

## AGREEMENT FOR PROFESSIONAL SERVICES

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

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: [invoices@oxnard.org](mailto:invoices@oxnard.org).
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the



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

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

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

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

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant 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 Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense, Indemnity and Limitation of Liability.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents, excepting liabilities caused by the sole or active negligence or willful misconduct by the City or its agents, servants, or independent contractors, other than Consultant, who are acting on behalf of the City. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees..

a. Consultant's liability to the City and any other party for any losses, injury or damages to persons or properties or work performed arising out of in connection with this Agreement and for any other claim, whether the claim arises in contract, tort, statute or otherwise, shall be limited to the amount of the total fees due to Consultant from City for the particular Services giving rise to the claim. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CONSULTANT SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, LOST PROFITS, OR PUNITIVE DAMAGES SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

b. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

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

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City



before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

e. Notwithstanding the foregoing, Consultant will retain sole and exclusive ownership of all right, title and interest in and to its intellectual property and derivatives thereof which no data or confidential information of the City was used to create and which was developed entirely using Consultant's own resources. To the extent Consultant's intellectual property is necessary for the City to use the services provided, Consultant will grant to the City a non-exclusive, royalty-free license to Consultant's intellectual property solely for the City's use of such services.

f. This Section 16 shall survive the termination of this Agreement.

#### 17. Confidentiality of Information.

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

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

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

written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. 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 Consultant in reliance on any Confidential Information disclosed under this Agreement.

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

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or



impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

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

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

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

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

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

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

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

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

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

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

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

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

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

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received---on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid---to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

[Signatures on next page]

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

**CITY OF OXNARD**

**GALLAGHER BENEFITS SERVICES, INC.**

 9/28/21

☐ John C. Zaragoza, Mayor<sup>1</sup> Date  
☐ Alexander Nguyen, City Manager  
☒ Daniel Willhite, Purchasing Agent  
☐ Buyer

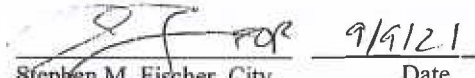
Georg S. Krammer, CEO Date

Catherine B. Kaneko, Treasurer Date

ATTEST:

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

APPROVED AS TO FORM:

 9/9/21  
Stephen M. Fischer, City Attorney (always required) Date

<sup>1</sup> 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.

☐ John C. Zaragoza, Mayor<sup>1</sup> \_\_\_\_\_ Date \_\_\_\_\_  
☐ Alexander Nguyen, City Manager \_\_\_\_\_  
☒ Daniel Willhite, Purchasing Agent \_\_\_\_\_  
☐ Buyer \_\_\_\_\_

 9-10-2021  
Georg S. Krammer, Managing Director \_\_\_\_\_ Date \_\_\_\_\_

 9/10/2021  
Catherine B. Kaneko, Managing Director \_\_\_\_\_ Date \_\_\_\_\_

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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

## SCOPE OF SERVICES EXHIBIT

### Phase I:

- Meet with 'City' to gather information and develop specifications and ideal candidate profile
- Coordinate with City on development of recruitment brochure for the Executive Recruitment
- Complete recruitment brochure and post brochure on Consultant's website
- Place ads in appropriate sources
- Print and distribute brochure
- Receive all resumes, provide acknowledgement
- Keep client updated on recruitment progress
- Conduct proactive outreach by initiating contact with potential applicants and referral sources

### Phase II:

- Identify/screen candidates
- Conduct preliminary interviews
- Submit report/overview to City
- Meet with City to identify finalists; set interview date, contact candidates & schedule accordingly
- Notify all applicants of status in the recruitment

### Phase III:

- Task 1 – Provide questions menu, schedules, and all follow up materials
- Task 2 – Facilitate process for first and final interviews, as needed
- Task 3 – Conduct thorough background and reference checks
- Task 4 – Contract negotiations (if requested)



## RATES AND COSTS EXHIBIT

**The cost (professional fees)** for the above activities will vary per Executive Recruitment. A full recruitment shall not exceed **\$23,000**, which includes reimbursable expenses up to **\$5,500**.

**Reimbursable expenses** include advertising costs, brochure printing, supplies, shipping costs. Professional fees and reimbursable expenses are billed monthly.

Neither the City nor Consultant shall provide travel costs for candidates.

### Non-solicitation:

Except with the written consent of Georg Krammer or Katie Kaneko, CEO and President respectively of Koff & Associates, which consent may be given or withheld in their sole discretion, Client agrees that during the term of this Agreement and for a period ending one year thereafter (the "Time Period") Client will not solicit services from or hire any K&A employee or contractor (each, a "Team Member") with whom Client has had contact pursuant to the services provided to Client under this Agreement. Client specifically acknowledges that K&A recruits, trains, and contracts with Team Members and that such efforts are costly and time-consuming. As such, it is understood that should Client hire a Team Member during the Time Period for any reason without the required consent, Client agrees to pay a placement fee (paid at the time of placement) of 30% of Team Member's first year's total compensation which accurately reflects a reasonable estimate of K&A's time and costs attendant to its recruitment, hiring, retention, and management of Team Members.

Agreement No.

**INSURANCE EXHIBIT [INS-B]**



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

**DATE:** July 28, 2022  
**TO:** City Council  
**FROM:** Stephen Fischer, City Attorney, (805) 385-7483, [stephen.fischer@oxnard.org](mailto:stephen.fischer@oxnard.org)  
**SUBJECT:** Adoption of Single-use Foodware Accessories and Standard Condiments Ordinance No. 3017.

**RECOMMENDATION**

That the City Council adopt Ordinance No. 3017 titled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING ARTICLE XXIV TO CHAPTER 7 OF THE OXNARD CITY CODE IN COMPLIANCE WITH ASSEMBLY BILL NO. 1276, TO RESTRICT THE DISTRIBUTION OF SINGLE-USE FOODWARE ACCESSORIES AND STANDARD CONDIMENTS"

**BACKGROUND**

On July 19, 2022, the City Council by unanimous vote introduced by title only, waiving further reading, an ordinance to comply with Assembly Bill 1276 to designate an enforcement authority regarding new statutory restrictions on single-use foodware such as utensils, stirrers, splash sticks, and condiment packets distributed by food facilities in the City. The ordinance also sets penalties for violations as set forth in AB 1276. If adopted, the ordinance will become effective 30 days after the date of adoption.

**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**

Adopting this ordinance will have little to no financial impact as enforcement officers will implement this ordinance in their normal work function and capacity. Enforcement will be on a complaint basis.

**COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Stephen Fischer, City Attorney*

**ATTACHMENTS**

1. AB 1276 Ordinance\_Adoption.FINAL

CITY COUNCIL OF THE CITY OF OXNARD  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING ARTICLE XXIV TO CHAPTER 7 OF THE OXNARD CITY CODE IN COMPLIANCE WITH ASSEMBLY BILL NO. 1276, TO RESTRICT THE DISTRIBUTION OF SINGLE-USE FOODWARE ACCESSORIES AND STANDARD CONDIMENTS

WHEREAS, plastics persist in the environment for hundreds of years, breaking down into ever smaller pieces through photo, physical, and biological degradation, and enter the food chain when ingested by animals that mistake them for food; and

WHEREAS, AB 1884, signed into law in 2018, prohibits a full-service restaurant from providing single-use plastic straws to consumers unless requested by the consumer; and

WHEREAS, on October 5, 2021, California Governor, Gavin Newsom, enacted Assembly Bill (AB) 1276, which prohibits a food facility from providing without request single-use foodware or standard condiments to consumers; and

WHEREAS, to comply with AB 1276, the City of Oxnard must authorize an enforcement agency to enforce the bill; and

WHEREAS, in the near future, the City will adopt an ordinance restricting the use of expanded polystyrene (EPS) within the City of Oxnard.

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

Part 1. Chapter 7 of the Oxnard City Code is hereby amended by adding Article XXIV thereto to read as follows:

“ARTICLE XXIV. SINGLE-USE FOODWARE ACCESSORIES AND STANDARD CONDIMENTS

SEC. 7-342. DEFINITIONS

For the purposes of this Article, the following words shall have the following meanings:

- (A) “AB 1276” means the California State Assembly Bill regulating the distribution of single-use foodware accessories by food vendors to be made available only upon request of the consumer. The new law applies to plastic and non-plastic single-use foodware items and standard condiments.
- (B) “Consumer” has the same meaning as in Section 113757 of the Health and Safety Code.
- (C) “Food facility” has the same meaning as in Section 113789 of the Health and Safety Code.
- (D) “Ready-to-eat food” has the same meaning as in Section 113881 of the Health and Safety Code.
- (E) “Refillable Self-service Dispenser” means a container or equipment that is used to hold disposable foodware accessories for customers to obtain at their discretion.
- (F) “Single-use” means designed to be used once and then discarded, and not designed for repeated use and sanitizing.
- (G) “Single-use foodware accessory” means all of the following single-use items provided alongside ready-to-eat food:
  - (1) Utensils, which is defined as forks, knives, spoons, sporks, and chopsticks.

(2) Condiment cups and packets.

(3) Straws.

(4) Stirrers.

(5) Splash sticks.

(6) Cocktail sticks.

(H) "Standard condiment" means relishes, spices, sauces, confections, or seasonings that require no additional preparation and that are usually used on a food item after preparation, including ketchup, mustard, mayonnaise, soy sauce, hot sauce, salsa, salt, pepper, sugar, and sugar substitutes.

(I) "Third-party food delivery platform" has the same meaning as in Section 113930.5 of the Health and Safety Code.

## SEC. 7-343. REQUIREMENTS FOR FOOD SERVICE VENDORS

(A) Except as provided in subdivisions (C) and (D), a food facility, for on-premises dining or when using a third-party food delivery platform, shall not provide any single-use foodware accessory or standard condiment packaged for single use to a consumer unless the single-use foodware accessory or standard condiment is requested by the consumer.

(B) Single-use foodware accessories and standard condiments packaged for single use provided by food facilities for use by consumers shall not be bundled or packaged in a manner that prohibits a consumer from taking only the type of single-use foodware accessory or standard condiment desired without also having to take a different type of single-use foodware accessory or standard condiment.

(C) A food facility may ask a drive-through consumer if the consumer wants a single-use foodware accessory if the single-use foodware accessory is necessary for the consumer to consume ready-to-eat food, or to prevent spills of or safely transport ready-to-eat food.

(D) A food facility that is located entirely within a public use airport, as defined in Section 77.3 of Title 14 of the Code of Federal Regulations, may ask a walk-through consumer if the consumer wants a single-use foodware accessory if the single-use foodware accessory is necessary for the consumer to consume ready-to-eat food, or to prevent spills of or safely transport ready-to-eat food.

(E) (1) A third-party food delivery platform shall provide consumers with the option to request single-use foodware accessories or standard condiments from a food facility serving ready-to-eat food.

(2) If a food facility uses any third-party delivery platform for ready-to-eat food, the food facility shall customize its menu with a list of available single-use foodware accessories and standard condiments, and only those single-use foodware accessories or standard condiments selected by the consumer shall be provided by the food facility. If a consumer does not select any single-use foodware accessories or standard condiments, no single-use foodware accessory or standard condiment shall be provided by the food facility for delivery of ready-to-eat food.

(F) Nothing in this section shall prohibit a food facility from making unwrapped single-use foodware accessories available to a consumer using refillable self-service dispensers that dispense one item at a time to allow for single-use foodware accessories to be obtained.

(G) Nothing in this section shall prohibit a food facility from making standard condiments available to a consumer using refillable self-service dispensers to allow for standard condiments to be obtained. A food facility that offers standard condiments is encouraged to use bulk dispensers for the condiments rather than condiments packaged for single use.

(H) Nothing in this section shall prevent a city, county, city and county, or other local public agency from adopting and implementing an ordinance or rule that would further restrict a food facility or a third-party food delivery platform from providing single-use foodware accessories or standard condiments to a consumer.

(I) A food facility is encouraged, but not required, to take actions in addition to the requirements of this section that support a goal of reducing the use of and waste generated by all single-use food service products.

#### SEC. 7-344. EXEMPTIONS

This article does not apply to any of the following:

(A) This article shall not apply to Refillable Self-Service Dispensers. Food Service Vendors may therefore make Standard Condiments and Single-use Foodware Accessories available for customers to obtain as needed. Food Service Vendors are encouraged to use bulk dispensers for the condiments rather than individual condiment packets.

(B) This article shall not apply to the following institutions or facilities:

(1) Correctional institutions, which has the same meaning as in Section 7502 of the Penal Code.

(2) Health care facilities licensed pursuant to Article 1 (commencing with Section 1250) of Chapter 2 of Division 2 of the Health and Safety Code or facilities that are owned or operated by a health care service plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code.

(3) Residential care facilities licensed pursuant to Division 2 (commencing with Section 1200) of the Health and Safety Code.

(4) Public and private school cafeterias, as referenced in paragraph (1) of subdivision (b) of Section 113789 of the Health and Safety Code.

#### SEC. 7-345. ENFORCEMENT AND PENALTIES

(A) The City Manager, or his/her designee, shall have primary responsibility for enforcement of this article and shall have authority to issue citation for violation of any provision of the article. The City Manager, or his/her designee, may establish regulations or administrative procedures and take any actions reasonable and necessary to further the purposes of this article or to obtain compliance with this article, including, without limitation, performing an inspection of a retail establishment's premises to verify compliance with this article.

(B) Notwithstanding the most current schedule of fines adopted by City Council resolution, the fines for a violation of this article are as follows: the first and second violations of this article shall result in a notice of violation, and any subsequent violation shall constitute an infraction punishable by a fine of twenty-five dollars (\$25) for each day in violation, but not to exceed three hundred dollars (\$300) annually.

(C) It shall be unlawful for any food facility to fail to comply with this article. Each violation of this article shall constitute a separate offense.

(D) Any violation of this article shall be subject to a fine in accordance with the administrative procedures set forth in article III of chapter 7 of this code.

(E) The remedies and penalties provided in this article are cumulative and not exclusive and nothing in this article shall preclude the City from pursuing any other administrative, civil, or criminal enforcement remedies available under the law and/or the City Code."

Part 2. Compliance with California Environmental Quality Act (CEQA). Adoption of this Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) (General Rule) of the CEQA Guidelines because it is not a "project" and because it can be seen with certainty that there is no possibility that the passage of this Ordinance will have a significant effect on the environment.

Part 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The Council of the City of Oxnard hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

Part 4. Pursuant to Cal. Gov. Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Part 5. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. \_\_\_\_ was first read on July 19, 2022, and finally adopted on July 28, 2022 to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
John C. Zaragoza, Mayor

ATTEST:

\_\_\_\_\_  
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Fischer, City Attorney





## CITY COUNCIL AGENDA REPORT

### PUBLIC HEARINGS AGENDA ITEM NO. L.1

**DATE:** July 28, 2022

**TO:** City Council, Oxnard Community Development Commission Successor Agency

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

**SUBJECT:** Successor Agency and Many Mansions Purchase and Sale Agreement for 538 Meta Street for \$1.  
(0/10/10)

### RECOMMENDATION

That the Oxnard Community Development Commission Successor Agency adopt a Resolution titled “A Resolution of The Governing Board of The Oxnard Community Development Commission Successor Agency, Approving, and Recommending to The Ventura County Consolidated Oversight Board Approval of: (1) Entry By The Oxnard Community Development Commission Successor Agency Into a Proposed Purchase and Sale Agreement With Many Mansions; (2) A Grant Deed to Effectuate Said Purchase and Sale of Real Property; (3) The Remittance of the Net Purchase Price Proceeds Received By the Oxnard Community Development Commission Successor Agency After Close of Escrow to The Ventura County Auditor-Controller For Disposition to Taxing Entities; and (4) Related Actions.”

That the City Council:

1. Conduct a public hearing and consider the Summary Report prepared pursuant to California Health and Safety Code section 33433; and
2. Adopt a Resolution titled “A Resolution Of The City Council Of The City Of Oxnard (1) Making Findings And Taking Action Pursuant To The Provisions Of California Health And Safety Code Sections 33431 And 33433; (2) Approving: (A) The Sale And Transfer Of Certain Real Property From The Oxnard Community Development Commission Successor Agency To Many Mansions; (B) Entry By The Oxnard Community Development Commission Successor Agency And Many Mansions Into A Proposed Purchase And Sale Agreement; and (C) A Grant Deed To Effectuate Said Purchase And Sale Of Real Property; and (3) Approving Related Actions.”

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/lrh1SWJ6S9A>

### BACKGROUND

Over several years, the City of Oxnard’s (City) former redevelopment agency, the Community Development Commission (CDC), purchased multiple properties in downtown Oxnard for downtown revitalization purposes.

Due to various downtown redevelopment plans over the intervening years and the severe economic downturn in the late 2000s, redevelopment in downtown Oxnard came to a halt. In addition, a state law that triggered the dissolution of all redevelopment agencies effective February 1, 2012, prohibited the former CDC from entering into new contracts, obligations, or other commitments (the Dissolution Law). At the end of 2015, the state Department of Finance (DOF) approved the Long Range Property Management Plan (LRPMP) prepared by the Successor Agency to the former CDC, listing fifty-one (51) properties for disposition.

Of the fifty-one (51) properties identified in the LRPMP, only seven (7) remain. All seven are vacant lots located in Downtown Oxnard.

## DISCUSSION

### Exclusive Negotiating Agreement (ENA)

On November 17, 2020, the Oxnard Community Development Commission Successor Agency (Successor Agency) authorized its Executive Director (City Manager) to execute Agreement No. A-8246 with Many Mansions, a non-profit affordable housing developer, for the parcel located at 538 S. Meta Street (the Property) (Attachment 1). After approval was received from the Successor Agency, staff brought the ENA agreement before the Ventura County Consolidated Oversight Board (Oversight Board) for approval on November 18, 2020, which was granted. Staff then forwarded the agreement and all relevant documentation to the DOF for final approval, which was received on December 17, 2020.

This action allowed staff from the Successor Agency and Many Mansions to negotiate the terms of a Purchase and Sale Agreement (PSA) for the Property.

### 538 Meta Street (the Property)

The Successor Agency-owned Property (538 Meta Street) is narrow, approximately twenty-five feet wide, and extends from Meta Street through to the alley on the east. The Property bisects two sites under consideration or approved for affordable housing by the developer Many Mansions. Many Mansion's property to the south of the the Property, 217-235 East 6th Street, is under construction for an 87-unit mixed-use affordable housing development known as the Central Terrace Apartments. Many Mansions currently has an option to purchase 536 Meta Street, which is north of the Property. Many Mansions is currently obtaining permits for an 88-unit affordable housing project (Aspire Apartments) for 536 Meta Street.

If approved, the Property would be developed as a pocket park in conjunction with the Central Terrace Apartments and Aspire Apartments (Attachment 2). The development of this pocket park is required by the Downtown City Code, adopted in 2019. Per the Code, all new development located on a site of at least 20,000 square feet within the Downtown area is required to provide privately maintained on-site **public open space**, as a condition of the development. Including the Property in the design of these projects is extremely practical, as the parameters of the site (e.g., small and narrow) make it difficult for anything else to be developed. The Property would also allow for a contiguous, seamless design between the Central Terrace Apartments and Aspire Apartments projects.

Disposition of the Property to Many Mansions will reduce blight and improve the neighborhood by creating a paseo and community pocket park that will be open to the public and be developed, managed, and maintained by Many Mansions. Furthermore, the land acquisition improves the Aspire Apartment project's competitiveness for future State funding, which will improve the overall project feasibility.

### Successor Agency and Many Mansions Purchase and Sale Agreement (PSA)

During the term of the ENA, Successor Agency staff and representatives from Many Mansions negotiated a PSA for the sale of the Property. A summary of the terms of the PSA (Attachment 3) and accompanying Grant Deed (Attachment 8), which secures the Property as a future public pocket park maintained by Many Mansions, between the Successor Agency and Many Mansions is summarized further in this section of this report.

The following table lists the LRPMP info on the subject Property. The LRPMP provides data, background information, and pricing information for each of the seven remaining Successor Agency-owned parcels, including the Property:

| APN           | Description | Land Area (sq ft) | LRPMP Value |
|---------------|-------------|-------------------|-------------|
| 201-0-213-100 | Vacant Land | 5,606             | \$28,140    |

In July 2020, Successor Agency staff had an appraisal completed on the Property by Hoffman, Vance, and Worthington,

Inc. (Attachment 4). The appraisal report stated that "only one land sale in the Downtown was available from which to discern current land values...and that a secondary set of sale comparables was included in the appraisal...that included parts of Los Angeles County." The appraisal determined the Fair Market Value of the Property to be two hundred and fifty-two thousand dollars (\$252,000).

However, in September 2020, Many Mansions commissioned third-party consultant Harris & Associates (Harris) to produce a Fair Reuse Value Analysis of the Property (Attachment 5). A Fair Reuse Value Analysis informs the estimated market value for the development of a property based on the planned reuse of that property. The report concluded that the Property's market value is zero dollars (\$0), based primarily on an analysis of the Property's dimensions, its use as a future public pocket park, and Downtown Code zoning requirements.

The Fair Reuse Value Analysis stated that the dimensions of the Property and setback requirements per section 16-147.4 of the Downtown Code (Attachment 6) make the Property non-conducive to commercial or residential development. Further, the Property does not contain improvements and will not generate any cash flows given the planned reuse as a public pocket park. Finally, Harris found that there were no comparable property sales given the planned reuse of the Property.

#### Parks and Recreation Master Plan

The Parks and Recreation Master Plan (Parks Master Plan) seeks to guide decision-making for the future development and management of the City's parks, recreation facilities, beaches, and open spaces.

The Parks Master Plan identifies the Five Points neighborhood, where the Property is located, as the City's most significant gap in park acres per one thousand (1,000) residents, with less than one (1) acre per 1,000 residents. The Parks Master Plan states that the City "should consider acquiring some of the vacant lots in these areas to develop into parks, when and if resources become available" (Attachment 7).

The sale of the Property to Many Mansions for the construction of a publicly accessible pocket park will help alleviate the gap in park space in the Five Points neighborhood.

#### Purchase Sale Agreement (PSA)

1. Proposed Purchase Price: \$1
2. Escrow Opening Date: upon approval of PSA by DOF
3. Escrow Closing Date: on or before December 30, 2022
4. Conditions of Escrow:
  - a. Many Mansions has received all land use approvals necessary for the development of the Aspire Apartments and the Project.
  - b. Many Mansions has executed and delivered to the Escrow Holder its counterpart of the grant deed
  - c. Many Mansions has submitted to the Successor Agency proof of insurance
  - d. Many Mansions has deposited with the Escrow Holder all funds necessary for the Close of Escrow.
  - e. Many Mansions has approved a pro forma owner's policy of title insurance for the Property.
5. Closing Costs:
  - a. Any and all state, county, or city documentary stamps or transfer taxes pertaining to the Seller's conveyance of the Property;
  - b. The base escrow fee, plus any additional requested or customary costs;
  - c. The premium for the owner's policy of title insurance for the Property;
  - d. All recording fees; and
  - e. Ad valorem taxes, if any, upon the Property after conveyance, or ad valorem taxes, if any, upon this Agreement, or any rights thereunder, before or after the conveyance of title.

#### Grant Deed

1. Use: Many Mansions shall develop and construct on the Property a pocket park, to be made available to the public subject to reasonable closing hours and related health and safety restrictions similar to public parks operated by the City (the Project)

2. Covenants Run with the Land: all covenants contained in Grant Deed shall be covenants running with the land
3. Term: The covenants shall remain in effect until the date that is 55 years after the date of recordation of this Grant Deed.
4. Right of Reverter:
  - a. Following City issuance of a building permit therefore, Many Mansions fails to proceed with the construction of such improvements for a period of three years, after written notice thereof from the Successor Agency;
  - b. Abandons or substantially suspends construction of such improvements for a period of three months after written notice of such abandonment or suspension from the Successor Agency;
  - c. Transfers or suffers any involuntary transfer of the Property, or any part thereof, in violation of this Grant Deed;
  - d. Following the completion of the Project, the Property becomes unavailable to the public as a pocket park for a period of three months, except in cases beyond the control of Many Mansions, including but not limited to closures due to pandemics, wars and similar causes, after written notice of such failure from the Successor Agency; and
  - e. Following the completion of the Project, Many Mansions (or its successors in interest) fails to maintain the Project adequately, or otherwise adhere to the requirements of the covenants contained herein, for a period of three months, after written notice of such failure from the Successor Agency.

### 33433 Report

Under California Health and Safety Code Section 33433, before any successor agency-owned property, acquired in whole or in part, directly or indirectly, with tax increment money, is sold or leased for development according to the redevelopment plan, the legislative body shall first approve the sale or lease by resolution after a public hearing.

Section 33433 requires staff to submit a summary report of the sale agreement (Attachment 9), which includes the (i) cost of sale to the successor agency; (ii) estimated value of interest conveyed as determined at the highest and best uses permitted under the redevelopment plan; (iii) estimated value of interest to be conveyed as determined at use and with conditions required by sale and explanation for any difference in price if the sale price is less than fair market value; and (iv) explanation of why sale will assist in the elimination of blight.

### **ENVIRONMENTAL IMPACT**

Pursuant to the California Environmental Quality Act (Public Resources Code Sections 21000 et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations Sections 15000 et seq., the “CEQA Guidelines”), it can be seen with certainty that there is no possibility that the proposed disposition of the Property would have a significant effect on the environment (CEQA Guidelines Section 15061(b)(3)).

Environmental impacts associated with the development of the Aspire Apartments project, including the public pocket park, were analyzed as part of the entitlement process, and the development and uses associated with the future development of the public pocket park as part of the mixed-use project were determined to be exempt under CEQA, pursuant to Senate Bill 35, Government Code Section 65913.4 and Public Resources Code Section 21080(b)(1).

Properties under Senate Bill 35 are statutorily exempt from CEQA as a ministerial project. Any subsequent improvement to the property will be separately examined in accordance with CEQA.

### **STRATEGIC PRIORITIES**

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

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

## **FINANCIAL IMPACT**

The sale price of the Property will be for the Fair Reuse Value of one dollar (\$1). Many Mansions will be paying all closing costs and related items such as any and all state, county, or City documentary stamps or transfer taxes pertaining to the Successor Agency's conveyance of the Property, base escrow fee, plus any additional requested or customary costs, the premium for the owner's policy of title insurance for the Property, all recording fees, and ad valorem taxes, if any, upon the Property after conveyance.

Per the redevelopment Dissolution Law, net proceeds from the sale of the Property would be transferred to the Ventura County Auditor-Controller for distribution to the other County taxing entities.

There is no impact on the City's General Fund.

## **COMMITTEE OUTCOME**

As part of the disposition process of the Property, on November 10, 2020, Successor Agency staff went before the Housing and Economic Development Committee (Committee) for approval of the ENA between the Successor Agency and Many Mansions, which was approved 3-0 and forwarded to the Successor Agency for their approval. Staff then presented the ENA to the Successor Agency on November 17, 2020, where the ENA was ultimately approved, understanding that staff would return with a PSA between the two parties for the sale of the Property. As such, this PSA did not return to the Committee.

*Prepared by: Adam Smith, Project Manager, Elsa Brown, Affordable Housing Program Manager, Joe Pearson II, AICP, Principal Planner*

## **ATTACHMENTS**

1. Agreement No. A-8246 - Many Mansions ENA
2. Public Pocket Park Rendering
3. Agreement No. 8486 - Many Mansions PSA
4. Property Appraisal Report
5. Property Fair Reuse Value Analysis
6. Oxnard Downtown Code - Section 16-147.4
7. Oxnard Parks & Recreation Master Plan - Five Points
8. PSA Grant Deed
9. 33433 Report - SA to Many Mansions
10. City Resolution
11. Successor Agency Resolution
12. Presentation - Many Mansions & Successor Agency PSA - July 28, 2022

## EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (this “**Agreement**”) is between the Oxnard Community Development Commission Successor Agency, a public body, corporate and politic (the “**Successor Agency**”), and Many Mansions, a California nonprofit corporation (the “**Developer**”). The Successor Agency and the Developer are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**”. This Agreement will be effective as of the last date this Agreement is signed by all Parties (the “**Effective Date**”).

### RECITALS

A. The Successor Agency currently owns certain real property located at 538 Meta Street in the City of Oxnard, Assessor Parcel Number 201-0-213-100 (the “**Site**”).

B. On February 3, 2020, the Developer acquired certain real property located at 217-235 East Sixth Street, which is adjacent to the Site on the southern border. The Developer is proposing to develop a 100% affordable housing multi-family development, currently known as Central Terrace Apartments. The development will be restricted to families and individuals earning 60%, 50% and 30% of Area Median Income.

C. The Developer secured site control via an Option to Purchase Agreement for certain real property located at 536 Meta Street, which is adjacent to the Site on the northern border. The Developer is proposing to develop a 100% affordable housing multi-family development, currently known as Aspire Apartments. The development will be restricted to families and individuals earning 60%, 50% and 30% of Area Median Income.

D. On February 13, 2020, the Developer submitted a request for disposition of real property to the City of Oxnard Housing Department “**Proposal**”.

E. The Proposal by the Developer is to acquire the Site for the development of a pocket park, to be made available to the public (the “**Project**”). The Site would be owned, developed and managed by the Developer in conjunction with the Developer’s aforementioned projects, Central Terrace & Aspire Apartments.

F. The Developer commissioned a third-party consultant to produce a Fair Reuse Value Analysis, completed on September 16, 2020. The report determined the market value of the property is \$0, based primarily on an analysis of the Site’s dimensions and zoning code requirements. The report also cites a California Court of Appeal decision in *People ex rel. Dept. of Public Works v. City of L.A.*, that establishes precedence in the event publicly owned property is transferred solely for the purpose of developing a public park.

G. The Developer is an experienced real estate developer with the capability of planning, designing, engineering, financing, marketing, and developing the Site in a fashion that could achieve the City’s objective of providing a pocket park, made available to the public.

NOW, THEREFORE, in consideration of the recitals and mutual covenants and conditions contained in this Agreement, incorporated herein, the Parties agree as follows:

## **AGREEMENT**

### **1. Site; Site Control.**

1.1 The Site is currently vacant and unimproved, is approximately 5,600 square feet (.128 acres), and is located at 538 Meta Street in the City of Oxnard (Assessor Parcel Number 201-0-213-100).

1.2 The Successor Agency owns the Site and desires to enter into good faith exclusive negotiations with the Developer for an agreement that would result in the grant of the Site to the Developer, or a limited partnership to be formed by and controlled by the Developer, subject to, and at a mutually-acceptable purchase price reflecting, a restriction that the Site be used for the development of a pocket park, accessible to the public. The term of the restriction would be a 55-year term, running in conjunction with the Developer's affordable housing developments.

### **2. Negotiation Period; Early Termination.**

2.1 The term of this Agreement will be one hundred and eighty (180) days following the Effective Date, unless earlier terminated or extended pursuant to the terms of this Agreement (the "Negotiation Period").

2.2 The Successor Agency shall have the authority to approve up to 2 extensions of the Negotiation Period if the Successor Agency determines, in its sole discretion, that satisfactory progress is being made to achieve the Parties' objectives but that such an extension is necessary in order to finalize discussions or negotiations on mutually satisfactory terms. Each extension shall be in writing and will be for a period of one hundred eighty (180) days.

2.3 Notwithstanding the Negotiation Period, each Party has the right to terminate this Agreement upon 30-days' written notice to the other Party in the event that (i) the Successor Agency or the Developer determines that the Project is infeasible, based on financial or environmental impact considerations; or (ii) the Parties reach an impasse in their negotiations and cannot be resolved after good faith efforts.

### **3. Exclusive Negotiations.**

3.1 During the Negotiation Period, the Developer will have the exclusive right to negotiate with the Successor Agency regarding the development of the Site. The Parties will negotiate in good faith to achieve their objectives and accomplish the tasks described in this Agreement with respect to the Project, and the Developer agrees that it will commit the financial and time resources required to conduct the tasks outlined in this Agreement.



4. Preliminary Project Development Tasks.

4.1 During the Negotiation Period, the Developer's responsibilities, with the cooperation from Successor Agency staff, include the followings tasks:

- a) Refine the parameters of the Project and deal structure (e.g., finalize the Purchase and Sale Agreement and any other Successor Agency affordable housing documents).
- b) Continue to evaluate the physical condition of the Site for the suitability of the Project.
- c) Refine the Project design.
- d) Refine the Project budget and development schedule.
- e) Undertake all such environmental review required by the California Environmental Quality Act and seek all required discretionary land use entitlements to place the Site in a condition ready for development of the Project.

5. Developer Status.

5.1 Project Managers. The Project Managers for the Developer will be Alexander Russell, Executive Vice President, and Derrick Wada, Associate Director of Real Estate. Other employees, consultants, or representatives who are proposed to be directly involved in the Project will be determined by the Developer and submitted to the Successor Agency upon any such determination.

5.2 Assignment. The Developer may assign this Agreement to an affiliate controlled by the Developer (e.g., a limited partnership and/or limited liability company in which the Developer or its affiliates are the managing general partner(s) or managing member(s), respectively) with the prior written approval of the Successor Agency, which approval shall not be unreasonably withheld. Any assignment approved by the Successor Agency will not be effective unless and until the Developer submits a signed assignment and assumption agreement in a form and with content approved by Successor Agency Counsel.

6. Entry and Inspection of Site.

6.1 License. The Successor Agency hereby grants to the Developer and its employees, agents, consultants, and contractors (the "Related Parties") a license during the Negotiation Period to enter upon the Site between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, for the purposes of inspecting and surveying the Site (a "Permitted Inspection") in connection with the proposed Project. The Developer must notify the Successor Agency in writing of its intention to enter the Site at least 48 hours prior to any of the Related Parties entering the site.

6.2 Indemnity. The Developer agrees to protect, defend, indemnify and hold harmless the Successor Agency and all respective officers, officials, members, employees, agents, and representatives, from any and all claims, demands, causes of action, damages, costs, expenses, losses and liabilities, at law or in equity, of every kind or nature whatsoever, arising out of or in any manner directly or indirectly connected with the entry upon the Site by the Developer or any of its Related Parties and the performance of a Permitted Inspection, other than the discovery of existing conditions on the Site such as hazardous materials.

7. Miscellaneous.

7.1 Notices. Formal notices, demands, and communications between the Successor Agency and the Developer must be given either by (i) personal service, (ii) delivery by reputable overnight document delivery service that provides a receipt showing date and time of delivery, or (iii) U.S. first class certified mail, return receipt requested, addressed to:

Successor Agency: Oxnard Community Development Commission Successor Agency  
Attn: Adam Smith, MPA, Project Manager  
City Manager's Office  
300 W. Third St, Fourth Floor  
Oxnard, CA 93030  
Telephone: 805.385.3918

Developer: Many Mansions  
Attn: Alexander Russell, Executive Vice President  
1259 E. Thousand Oaks Blvd.  
Thousand Oaks, CA 91362  
Telephone: 805.496.4948 ext. 220

Notices will be deemed effective upon receipt. Such written notices, demands, and communications will be sent in the same manner to such other addresses as any Party may from time to time designate by notice given in accordance with this section.

7.2 Interpretation. The terms of this Agreement will be construed in accordance with the meaning of the language used and will not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The section headings are for purposes of convenience only, and will not be construed to limit or extend the meaning of this Agreement.

7.3 Entire Agreement; Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter of this Agreement. Any alteration, change, or modification of or to this Agreement must be in writing and executed on behalf of each Party. The Executive Director of the Successor Agency, or designee, is authorized to negotiate changes to this Agreement on behalf of the Successor Agency. Alex Russell, Executive Vice President of the Developer, is authorized to negotiate changes to this Agreement on behalf of the Developer.

7.4 Counterparts. This Agreement may be executed in counterparts, each of which, after all the Parties have signed this Agreement, will be deemed to be an original, and such counterparts will constitute one and the same instrument.

7.5 No Confidentiality. The Developer acknowledges and agrees that the Successor Agency is a public entity with a responsibility and, in many cases, a legal obligation to conduct its business in a manner open and available to the public. Accordingly, any information provided by the Developer to the Successor Agency with respect to the Site, the Project or the Developer may be disclosed to the public either purposely, inadvertently, or as a result of a public demand, request or order.

7.6 Developer's Sole Remedy for Successor Agency Default. Subject to the Developer's right to terminate this Agreement, the Developer's exclusive remedy for an uncured Successor Agency default under this Agreement is to institute an action for specific performance of the terms of this Agreement. In no event will the Developer have the right, and the Developer expressly waives the right, to seek monetary damages of any kind (including, but not limited to, actual damages, economic damages, consequential damages, or lost profits) from the Successor Agency in the event of a default by the Successor Agency under this Agreement or any action related to this Agreement.

7.7 Time of the Essence. Time is of the essence for each of the Developer's obligations under this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES of the Parties have executed this Agreement on the dates set forth below:

**“SUCCESSOR AGENCY”**

**OXNARD COMMUNITY DEVELOPMENT  
COMMISSION SUCCESSOR AGENCY,**  
a public body, corporate and politic

Dated: 11/17/2020

By:   
Name: ALEXANDER NGUYEN  
Its: CITY MANAGER

APPROVED AS TO FORM:

By:   
KANE, BALLMER & BERKMAN  
Successor Agency Special Counsel

**“DEVELOPER”**

**MANY MANSIONS,** a California nonprofit corporation

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Rick Schroeder, President

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES of the Parties have executed this Agreement on the dates set forth below:

**"SUCCESSOR AGENCY"**

**OXNARD COMMUNITY DEVELOPMENT  
COMMISSION SUCCESSOR AGENCY,**  
a public body, corporate and politic

Dated: 11/17/2020

By: [Signature]

Name: ALEXANDER NGUYEN

Its: CITY MANAGER

APPROVED AS TO FORM:

By: \_\_\_\_\_

KANE, BALLMER & BERKMAN  
Successor Agency Special Counsel

**"DEVELOPER"**

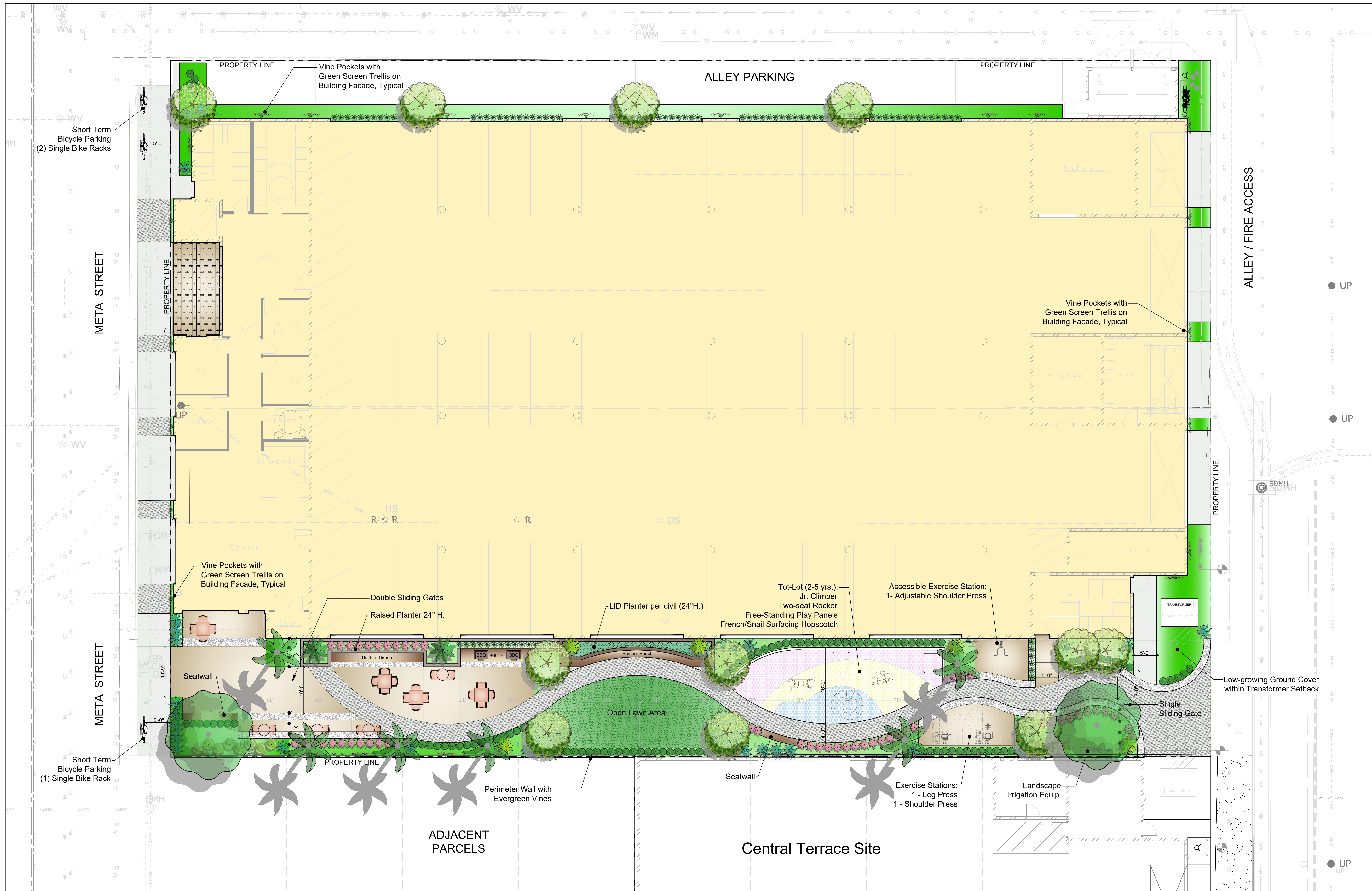
**MANY MANSIONS,** a California nonprofit corporation

Dated: 11/13/20

By: Alexander Russell <sup>for</sup>

Rick Schroeder, President





GROUND LEVEL

Scale: 1" = 1/8"

PREPARED FOR:  
MANY MANSIONS  
1423 E. Thousand Oaks, Blvd.  
Thousand Oaks, CA 91362  
805.496.4948

  
Encompass Consultant Group  
311 N. LINCOLN ST. SUITE 130, CARROLLTON, TX 75006  
PHONE: 817.322.4443 | WEBSITE: WWW.ECGCIVIL.COM

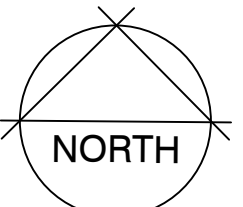
  
dicecco architecture incorporated  
1887 Patriot Drive, Suite C  
Moorpark, California 93021  
805.552.0088  
www.diceccoarch.com

ASPIRE APARTMENTS  
536 Meta Street, Oxnard, CA  
CONCEPTUAL LANDSCAPE PLAN

LANDSCAPE NOTES:  
1. LANDSCAPING WILL COMPLY WITH THE APPLICATION CITY OF OXNARD LANDSCAPE STANDARD.  
2. THE LANDSCAPE AND IRRIGATION WILL COMPLY WITH THE CITY OF OXNARD WATER EFFICIENT LANDSCAPE ORDINANCE (CITY COUNCIL ORDINANCE NO. 2822) AND LANDSCAPE WATER CONSERVATION.  
3. LANDSCAPE ARCHITECT SHALL PROVIDE THE CITY WITH WRITTEN CONFIRMATION THAT THEY HAVE REVIEWED THE CIVIL ENGINEERING CONSTRUCTION DRAWINGS AND THAT THE NPDES REQUIREMENTS ARE NOT IN CONFLICT WITH MEETING THE CITY'S LANDSCAPE REQUIREMENTS.

**L.A. GROUP**  
Design Works  
Landscape Architecture  
24013 Ventura Blvd, Suite 201  
Calabasas, CA 91302  
p 818.251-9718 f 818.251-9719  
email: DesignWorks@lagroupinc.net

Date: 01.07.2021  
JOB # 4697

  
L-1

Landscape Architecture

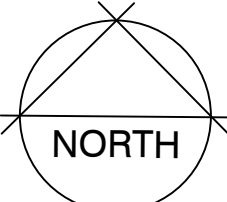
309





PODIUM LEVEL

Scale: 1" = 1/8"



Date: 01.07.2021  
JOB # 4697

L-2



L.A. GROUP

Design Works

Landscape Architecture  
24013 Ventura Blvd, Suite 201  
Calabasas, CA 91302  
p 818.251-9718 f 818.251-9719  
email: DesignWorks@lagroupinc.net

PREPARED FOR:  
MANY MANSIONS  
1423 E. Thousand Oaks, Blvd.  
Thousand Oaks, CA 91362  
805.496.4948



L.A. Group Design Works, Inc.

# ASPIRE APARTMENTS

536 Meta Street, Oxnard, CA

## CONCEPTUAL LANDSCAPE PLAN

- LANDSCAPE NOTES:
1. LANDSCAPING WILL COMPLY WITH THE APPLICATION CITY OF OXNARD LANDSCAPE STANDARD.
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PRILIMINARY PLANT LIST

TREES  
Arecastrum romanzoffianum / Queen Palm 14' BTH  
Pyrus calleryana 'Chanticleer' / Chanticleer Pear 24" box  
Tristania laurina 'Elegant' / Elegant Water Gum 24" box

SHRUBS  
Agave celsii 'Multicolor' 1 gal  
Agave 'Cream Spike' 5 gal  
Anigozanthos x 'Kanga Pink' / Dwarf Pink Kangaroo Paw 5 gal  
Carissa macrocarpa / Natal Plum 5 gal  
Chondropetalum tectorum 'El Campo' / Cape Rush 5 gal  
Clivia miniata / Orange Bush Lilly 5 gal  
Coprosma repens / Mirror Plant 5 gal  
Correa x 'Ray's Tangerine' / Orange Austalian Fuchsia 5 gal  
Crassula ovata / Large Jade Plant 5 gal  
Dianella revoluta 'Little Rev' / Little Rev Flax Lily 5 gal  
Nandina domestica / Heavenly Bamboo 5 gal  
Phoenix roebelinii / Pigmy Date Palm 15 gal  
Phormium tenax / New Zealand Flax 5 gal  
Podocarpus m. 'Maki' / Columnar Shrubby Yew Pine 15 gal  
Pyracantha c. 'Lowboy' / Lowboy Scarlet Firethorn 5 gal  
Sesleria autumnalis / Autumn Moor Grass 1 gal

VINES  
Distictis buccinatoria / Blood Red Trumpet Vine 5 gal  
Ficus pumila / Creeping Fig 5 gal  
Macfadyena unguis-cati / Yellow Trumpet Vine 5 gal

GROUND COVERS  
Ajuga reptans / Carpet Bugle 4" pots  
Bougainvillea / Bougainvillea 1 gal  
Geranium incanum 'Sugar Plum' / Crane's Bill 4" pots  
Heuchera x 'Santa Ana Cardinal' / Cardinal Coral Bells 1 gal  
Pelargonium tomentosum / Peppermint Geranium 4" pots  
Mahonia repens / Creeping Oregon Grape 1 gal  
Vinca minor / Common Periwinkle 4" pots

TREES



ARECASTRUM ROMANZOFFIANUM



PYRUS CALLERYANA 'CHANTICLEAR'



TRISTANIA LAURINA 'ELEGANT'

SHRUBS



AGAVE 'MULTICOLOR'



AGAVE 'CREAM SPIKE'



ANIGOZANTHOS 'DWARF MAGENTA'



CARISSA M. 'TUTTLE'



CHONDROPETALUM TECTORUM



CLIVIA MINIATA



CORREA 'RAY'S TANGERINE'



CRASSULA OVATA



DIANELLA REVOLUTA



NANDINA DOMESTICA



PHORMIUM T. 'FIREBIRD'



PHORMIUM T. 'SEA JADE'



PHOENIX ROBELENI



PODOCARPUS M. 'MAKI'



SESLERIA AUTUMNALIS



PYRACANTHA C. 'LOWBOY'

GREEN SCREEN



GREEN SCREEN



BIKE RACK

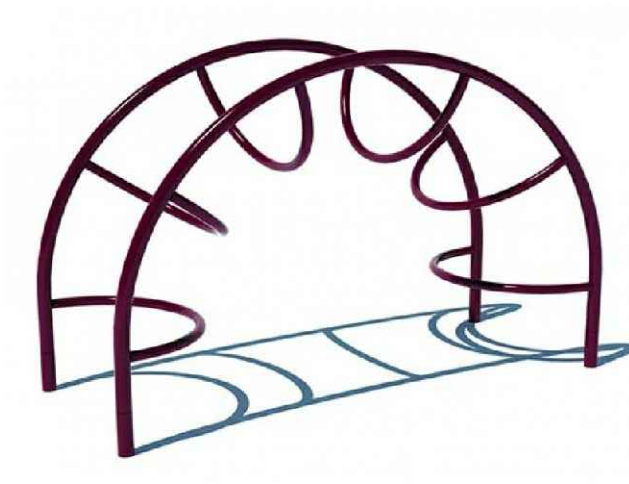
Available by: The Park Catalog



HORSESHOE BIKE RACK / Avail. by: The Park Catalog

PLAY AMENITIES

Available by: Zoom Recreation



JR. CLIMBER



RETRO ROCKER



FRENCH-SNAIL HOPSCOTCH



FREE-STANDING PLAY PANELS

VINES



DISTICTIS BUCCINATORIA



FICUS PUMILA



MACFADYENA UNGIS-CATI

GROUND COVER



AJUGA REPTANS



BOUGAINVILLEA



HEUCHERA X 'SANTA ANA CARDINAL'



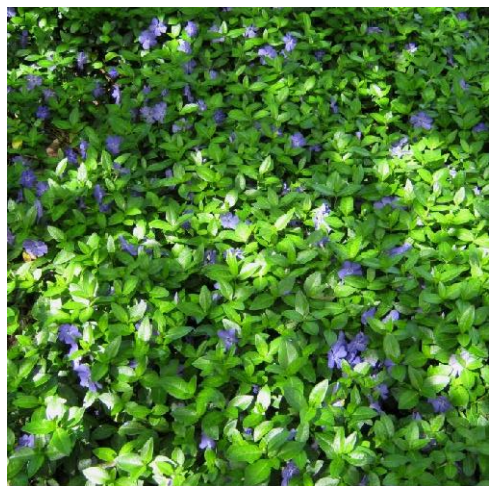
MAHONIA REPANS



GERANIUM I. 'SUGAR PLUM'



PELARGONIUM TOMENTOSUM



VINCA MINOR

PLANTER POTS

Available by: Old Town Fiberglass



STANDARD RECTANGLE



STANDARD SQUARE

FITNESS AMENITIES

Available by: Greenfields Outdoor Fitness



ACCESSIBLE ADJ. SHOULDER PRESS



LEG PRESS



SHOULDER PRESS

PREPARED FOR:  
MANY MANSIONS  
1423 E. Thousand Oaks, Blvd.  
Thousand Oaks, CA 91362  
805.496.4948



ASPIRE APARTMENTS  
536 Meta Street, Oxnard, CA  
CONCEPTUAL LANDSCAPE IMAGES

LANDSCAPE NOTES:

1. LANDSCAPING WILL COMPLY WITH THE APPLICATION CITY OF OXNARD LANDSCAPE STANDARD.
2. THE LANDSCAPE AND IRRIGATION WILL COMPLY WITH THE CITY OF OXNARD WATER EFFICIENT LANDSCAPE ORDINANCE (CITY COUNCIL ORDINANCE NO. 2822) AND LANDSCAPE WATER CONSERVATION.
3. LANDSCAPE ARCHITECT SHALL PROVIDE THE CITY WITH WRITTEN CONFIRMATION THAT THEY HAVE REVIEWED THE CIVIL ENGINEERING CONSTRUCTION DRAWINGS AND THAT THE NPDES REQUIREMENTS ARE NOT IN CONFLICT WITH MEETING THE CITY'S LANDSCAPE REQUIREMENTS.

Date: 01.07.2021  
JOB # 4697

L-3



L.A. GROUP

Design Works

Landscape Architecture  
24013 Ventura Blvd, Suite 201  
Calabasas, CA 91302  
p 818.251-9718 f 818.251-9719  
email: DesignWorks@lagroupinc.net

Landscape Architecture



## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”), dated as of \_\_\_\_\_, 2022, is entered into by and between the Oxnard Community Development Commission Successor Agency, a public body, corporate and politic (the “**Seller**”), and Many Mansions, a California nonprofit corporation (the “**Purchaser**”). The Seller and the Purchaser are sometimes individually referred to herein as a “**Party**” and collectively as the “**Parties**”.

### RECITALS

A. The Seller owns certain real property located at 538 Meta Street in the City of Oxnard, Assessor Parcel Number 201-0-213-100 (the “**Property**”).

B. On February 3, 2020, the Purchaser acquired certain real property located at 217-235 East Sixth Street, which is adjacent to the Property on the southern border. The Purchaser is proposing to develop a 100% affordable housing multi-family development, currently known as Central Terrace Apartments. The development (the “**Central Terrace Apartments**”) will be restricted to families and individuals earning 60%, 50%, and 30% of area median income.

C. The Purchaser secured site control via an Option to Purchase Agreement for certain real property located at 536 Meta Street, which is adjacent to the Property on the northern border. The Purchaser is proposing to develop a 100% affordable housing multi-family development, currently known as Aspire Apartments. The development (the “**Aspire Apartments**”) will be restricted to families and individuals earning 60%, 50%, and 30% of area median income.

D. On February 13, 2020, the Purchaser submitted a request for disposition of real property to the City of Oxnard Housing Department (the “**Proposal**”).

E. The Proposal by the Purchaser is to acquire the Property for the development of a pocket park, to be made available to the public (the “**Project**”). The Property would be owned, developed, and managed by the Purchaser in conjunction with the Central Terrace Apartments and/or the Aspire Apartments.

F. The Purchaser commissioned a third-party consultant to produce a Fair Reuse Value Analysis, completed on September 16, 2020. The report determined that the market value of the Property is \$0, based primarily on an analysis of the Property’s dimensions and zoning code requirements. The report also cites a California Court of Appeal decision in *People ex rel. Dept. of Public Works v. City of L.A.*, that establishes precedence in the event publicly-owned property is transferred solely for the purpose of developing a public park.

G. The Purchaser is an experienced real estate developer with the capability of planning, designing, engineering, financing, marketing, and developing the Property in a fashion

that could achieve the objective of the Seller and the City of Oxnard (the “**City**”) respectively to provide the Project.

H. The Parties entered into that certain Exclusive Negotiation Agreement, with an effective date of November 17, 2020, in order to engage in good faith exclusive negotiations for an agreement that would result in the transfer of the Property to the Purchaser, and so long as such transfer is completed by December 31, 2022, California Government Code Section 54234(b)(1) and Surplus Land Act Guidelines Section 103(b)(2) provide that the transfer is not subject to the requirements of Assembly Bill No. 1486 (2019) and must comply with the Surplus Land Act as it existed on December 31, 2019.

I. Such negotiations have resulted in this Agreement, which provides the terms and conditions for the Purchaser’s purchase of the Property from the Seller.

## **AGREEMENT**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### **I. Purchase and Sale**

The Seller shall sell the Property to the Purchaser, and the Purchaser shall purchase the Property from the Seller, on the terms and conditions stated in this Agreement.

### **II. Purchase Price**

The purchase price for the Property (the “**Purchase Price**”) shall be \$1. The Purchaser shall deposit sufficient funds to cover the Purchase Price, plus the Purchaser’s share of all closing costs, prior to the Close of Escrow. No deposit is required.

### **III. Escrow and Title Company**

This transaction shall be completed through an escrow established with First American Title Insurance Company, or other escrow holder (the “**Escrow Holder**”) and title company (the “**Title Company**”) agreed to by the Parties. Each Party shall promptly deposit all funds and documents as required by the Escrow Holder in order to complete this transaction. The Purchaser shall pay the escrow fee.

### **IV. Opening of Escrow**

The Escrow Holder is instructed to open an escrow (the “**Escrow**”) after receiving a mutually-executed copy of this Agreement. The Escrow Holder is requested to prepare its customary instructions based upon this Agreement.

## V. Close of Escrow

The Escrow shall close (the “**Close of Escrow**”) on or before December 30, 2022, subject to the conditions listed in Section VI below.

## VI. Conditions to Close of Escrow

The following are conditions precedent to the Close of Escrow. Either Party at its option may terminate this Agreement if any of the conditions precedent set forth below are not satisfied by the Purchaser or waived in writing by the Seller by December 29, 2022.

1. The Purchaser has received all land use approvals necessary for development of the Aspire Apartments and the Project.

2. The Seller has removed the Encroachments (defined in Section XIII) prior to the Close of Escrow.

3. The Purchaser has executed and delivered to the Escrow Holder its counterpart of the grant deed, in the form attached hereto as Exhibit A and incorporated herein by this reference (the “**Grant Deed**”).

4. The Purchaser has submitted to the Seller the proof of insurance as required by Section VII below.

5. The Purchaser has deposited with the Escrow Holder all Purchaser funds necessary for the Close of Escrow.

6. The Purchaser has approved a *pro forma* owner’s policy of title insurance for the Property.

The Seller’s decision to waive any requirement may be conditioned upon its satisfaction at a later date and/or upon the substitution of another condition.

## VII. Insurance

Prior to the Close of Escrow, the Purchaser shall furnish to the Seller evidence of the following policies of insurance, naming the Purchaser as insured and the Seller and the City as additional insureds. With the exception of automobile insurance, the insurance shall be kept in force until the 55<sup>th</sup> anniversary of the Close of Escrow.

1. **Builder’s Risk/Fire Policies:** The Purchaser shall maintain or cause to be maintained a policy or policies of insurance against loss or damage to the Property and/or the improvements and all property of an insurable nature located upon the Property, resulting from fire, lightning, vandalism, malicious mischief, riot and civil commotion, and such other perils ordinarily included in extended coverage fire insurance policies. Such insurance shall be

maintained in an amount not less than 100% of the full insurable value of the improvements thereon.

2. **Liability Insurance:** The Purchaser shall maintain or cause to be maintained public liability insurance, to protect against loss from liability imposed by law for damages on account of personal injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever on or about the Property, or in connection with the operation thereof, resulting directly or indirectly from any acts or activities of the Purchaser, or any person acting for the Purchaser, or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person occurring on or about the Property, or in connection with the operation thereof, caused directly or indirectly by or from acts or activities of the Purchaser, or any person acting for Purchaser, or under its control or direction. Such property damage and personal injury insurance shall also provide for and protect the Seller against incurring any legal cost in defending claims for alleged loss. Such personal injury and property damage insurance shall be maintained in a general aggregate amount of not less than \$2,000,000, combined single limit per occurrence. It is the mutual intent of the Parties that the levels of insurance coverage described herein shall be and remain comparable to the level of insurance coverage that is customary with comparable operations in Ventura County. From time to time, either Party may provide notice to the other Party that the level of insurance being maintained by the Purchaser is no longer comparable to the level of insurance coverage that is customary with comparable operations in Ventura County, and request that the minimum limit hereinabove designated shall be changed (either increased or decreased) accordingly. The Party receiving such request shall not unreasonably withhold its consent to such change.

3. **Automobile Insurance:** To the extent applicable, at all times prior to completion of construction of all required improvements on the Property, the Purchaser shall maintain or cause to be maintained automobile insurance, maintained in full force and effect in an amount of not less than \$1,000,000 per accident.

4. **Workers' Compensation Insurance:** The Purchaser shall maintain or cause to be maintained workers' compensation insurance issued by a responsible carrier authorized under the laws of the State of California to insure employers against liability for compensation under the workers' compensation laws now in force in California, or any laws hereafter enacted as an amendment or supplement thereto or *in lieu* thereof. Such workers' compensation insurance shall cover all persons employed by the Purchaser in connection with the Property and shall cover liability within statutory limits for compensation under any such act aforesaid, based upon death or bodily injury claims made by, for or on behalf of any person incurring or suffering injury or death in connection with the Property or the operation thereof by the Purchaser. Notwithstanding the foregoing, the Purchaser may, in compliance with the laws of the State of California and *in lieu* of maintaining such insurance, self-insure for workers' compensation in which event shall deliver to the Seller evidence that such self-insurance has been approved by the appropriate State authorities.

All policies hereunder shall not be subject to cancellation, reduction in coverage, or non-renewal except after notice in writing shall have been sent by registered mail addressed to the Seller, to the extent practicable within 20 days but in any event prior to the effective date thereof. All policies shall name the Seller, the City and the Purchaser as insureds, additional insureds, and/or loss payable parties as their interests may appear. Coverage provided hereunder by the Purchaser shall be primary insurance and not contributing with any insurance maintained by the City and/or the Seller, and the policy shall contain such an endorsement. The insurance policy or the certificate of insurance shall contain a waiver of subrogation for the benefit of the City and the Seller. The Purchaser shall also furnish or cause to be furnished to the Seller evidence satisfactory to the Seller that any contractor with whom the Purchaser has contracted for the performance of the development of the Project, or any of them, carries the insurance required by this Section.

### **VIII. Closing Costs**

The Purchaser shall pay for the following:

1. Any and all state, county, or city documentary stamps or transfer taxes pertaining to the Seller's conveyance of the Property;
2. The base escrow fee, plus any additional requested or customary costs;
3. The premium for the owner's policy of title insurance for the Property;
4. All recording fees; and
5. *Ad valorem* taxes, if any, upon the Property after conveyance, or *ad valorem* taxes, if any, upon this Agreement, or any rights thereunder, before or after the conveyance of title.

### **IX. Public Agency**

The Purchaser understands and acknowledges that the Seller, as a public agency, is exempt from paying real property taxes or special assessments. Prorations of real property taxes and assessments, and other expenses of the Property shall be prorated by the Escrow Holder as of the date of the Close of Escrow.

The Purchaser acknowledges and agrees that the Seller is a public entity with a responsibility and, in many cases, a legal obligation to conduct its business in a manner open and available to the public. Accordingly, any information provided by the Purchaser to the Seller with respect to the Property, the Project or the Purchaser may be disclosed to the public either purposely, inadvertently, or as a result of a public demand, request or order.



## **X. Financing**

There is no financing contingency for the Purchaser.

## **XI. Title**

The Seller shall convey title to the Property subject only to real estate taxes not yet due, and covenants, conditions, restrictions, rights of way and easements of record, if any, which do not materially affect the value or intended use of the Property.

The Seller will furnish the Purchaser with a preliminary report of title for the Property (the “**Preliminary Report**”) within 30 days after the opening of Escrow. The Purchaser shall notify the Seller in writing within 30 days after receipt of the Preliminary Report of the Purchaser’s disapproval of any exception therein. All other exceptions in the Report shall be referred to as “**Approved Exceptions**”. The Seller shall have 30 days after such notice to advise the Purchaser of any disapproved exceptions which will not be removed by the Seller prior to the Close of Escrow. If the Seller indicates that it will not cause to be removed any of the disapproved exceptions, then the Purchaser may elect to:

1. terminate this Agreement without liability on the part of either Party; or
2. consummate the purchase of the Property subject to such exceptions.

Title in the form of a California Land Title Association or American Land Title Association policy of title insurance shall be issued by the Title Company.

## **XII. Nondiscrimination**

The Purchaser, for itself, its successors and assigns, agrees that in regards to the development provided for in this Agreement, it will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, handicap, sex, sexual orientation, marital status, age or any other protected classification.

The Purchaser shall refrain from restricting the rental, sale or lease of the Property or the Project, or any portion thereof, on the basis of race, religion, creed, color, national origin, ancestry, handicap, sex, sexual orientation, marital status, age or any other protected classification of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

1. In deeds: “The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California

Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

Notwithstanding the above paragraph, with respect to familial status, the above paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in the above paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall also apply to the above paragraph.

2. In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

Notwithstanding the above paragraph, with respect to familial status, the above paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in the above paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the California Government Code shall apply to the above paragraph.

3. In contracts: “There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees of the land.”

### **XIII. Condition of Property**

The Seller expressly and specifically disclaims the making of any representations or warranties, express or implied, regarding the Property or matters affecting the Property including, without limitation, the physical and environmental condition of the Property.

Except that the Seller agrees to remove, or cause the removal of, a fence installed across the Property, all cars, and a wood pile on the Property (collectively, the “**Encroachments**”) prior to the Close of Escrow, the Purchaser acknowledges and agrees that the Property is to be conveyed to, and accepted by, the Purchaser in its present condition, “AS IS”, and the Purchaser hereby assumes the risk of adverse physical characteristics and conditions, including, without limitation, the presence of hazardous materials. After taking title to the Property, the Purchaser shall be solely responsible for responding to and complying with any administrative notice, order, request or demand, or any third party claim or demand relating to potential or actual contamination of the Property except at they may relate to the Encroachments.

Upon the Close of Escrow, the physical and environmental condition, possession or title of the Property is and shall be delivered from the Seller to the Purchaser in an “as-is” condition except for the removal of the Encroachments, with no warranty expressed or implied by the Seller, including without limitation, the presence of hazardous materials or the condition of the soil, its geology, the presence of known or unknown seismic faults, or the suitability of the Property for the development purposes intended hereunder.

The Purchaser hereby waives, releases and discharges forever the Seller and its representatives from all present and future losses and liabilities, present and future, arising out of or in any way connected with the Seller’s or the Purchaser’s use, maintenance, ownership or operation of the Property except for the removal of the Encroachments.

The Purchaser acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

The Purchaser hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code with respect to the matters described in this Section XIII except as related to the removal of the Encroachments.

It is the responsibility of the Purchaser, without cost to the Seller, to ensure that zoning of the Property and all applicable City land use requirements will be such as to permit development

of the Property and construction of the Project and the use, operation and maintenance of such Project in accordance with the provisions of this Agreement. Nothing contained herein shall be deemed to entitle the Purchaser to any City permit or other City approval necessary for the development of the Property, or waive any applicable City requirements relating thereto. This Agreement does not (i) grant any land use entitlement to the Purchaser, (ii) supersede, nullify or amend any condition which may be imposed by the City in connection with approval of the development described herein, (iii) guarantee to the Purchaser or any other party any profits from the development of the Property or (iv) amend any City laws, codes or rules. This Agreement is not a development agreement as provided in California Government Code Section 65864 *et seq.* Without cost to the Seller, the Seller shall cooperate with the Purchaser in connection with the Purchaser's obtaining all necessary entitlements, permits and approvals for the construction of the Project.

#### **XIV. No Brokers**

The Purchaser represents and warrants to the Seller that no broker or finder has been engaged by the Purchaser in connection with any of the transactions contemplated by this Agreement, or to its knowledge is in any way connected with any of such transactions. The Purchaser shall indemnify, save harmless and defend the Seller from any liability, cost or expense arising out of or connected with any claim for any commission or compensation made by any person or entity claiming to have been retained or contacted by the Purchaser in connection with any of the transactions contemplated by this Agreement (including, without limitation, the sale of the Property to the Purchaser). The foregoing indemnity shall survive termination of this Agreement and shall not be merged with any other document.

#### **XV. Interpretation**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings are for purposes of convenience only and will not be construed to limit or extend the meaning of this Agreement.

#### **XVI. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by each of the Parties.

#### **XVII. Counterparts**

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

### **XVIII. Binding on Successors and Assigns**

This Agreement shall be binding on, and shall inure to the benefit of, the Parties and their respective legal representatives, successors, and assigns.

### **XIX. Attorneys' Fees**

If any legal action or other proceeding is brought involving a dispute between the Parties or arising out of the execution of this Agreement or the sale of the Property, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees incurred in such action or proceeding, in addition to any other relief to which such Party may be entitled.

### **XX. Agreement to Perform Necessary Acts**

Each Party agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions in this Agreement.

### **XXI. Notices**

Formal notices, demands, and communications between the Parties must be given either by (i) personal service, (ii) delivery by reputable overnight document delivery service that provides a receipt showing date and time of delivery, or (iii) U.S. first class certified mail, return receipt requested, addressed to:

Seller: Oxnard Community Development Commission Successor Agency  
Attn: Adam Smith, MPA, Project Manager  
City Manager's Office  
300 W. Third St, Fourth Floor  
Oxnard, CA 93030  
Telephone: 805.385.3918

Purchaser: Many Mansions  
Attn: Alexander Russell, Executive Vice President  
1259 E. Thousand Oaks Blvd.  
Thousand Oaks, CA 91362  
Telephone: 805.496.4948 ext. 220

Notices will be deemed effective upon receipt. Such written notices, demands, and communications will be sent in the same manner to such other addresses as any Party may from time to time designate by notice given in accordance with this section.

## **XXII. Compliance with Law**

The Purchaser shall carry out development and construction (as defined by applicable law) of the Project on the Property, including, without limitation, any and all public works, (as defined by applicable law), if any, in conformity with all applicable local, state and federal laws, including, without limitation, all applicable federal and state labor laws (including, without limitation, any applicable requirement to pay state prevailing wages). The Purchaser hereby agrees that the Purchaser shall have the obligation to provide any and all disclosures, representations, statements, rebidding, and/or identifications which may be required by California Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. The Purchaser hereby agrees that the Purchaser shall have the obligation to provide and maintain any and all bonds to secure the payment of contractors (including the payment of wages to workers performing any public work) which may be required by the California Civil Code, California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. The Purchaser shall indemnify, protect, defend and hold harmless the Seller, the City and their respective officers, employees, contractors and agents, with counsel reasonably acceptable to the Seller and the City, from and against any and all loss, liability, damage, claim, cost, expense, and/or “increased costs” (including labor costs, penalties, reasonable attorneys’ fees, court and litigation costs and fees of expert witnesses) which, in connection with the development and/or construction (as defined by applicable law) of the Project, including, without limitation, any and all public works (if any) (as defined by applicable law) results or arises in any way from any of the following: (i) the noncompliance by the Purchaser of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages), (ii) the implementation of Chapter 804, Statutes of 2003, (iii) the implementation of Sections 1726 and 1781 of the California Labor Code, as the same may be enacted, adopted or amended from time to time, or any other similar law, (iv) failure by the Purchaser to provide any required disclosure representation, statement, rebidding and/or identification which may be required by California Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law and/or (v) failure by the Purchaser to provide and maintain any and all bonds to secure the payment of contractors (including the payment of wages to workers performing any public work) which may be required by the California Civil Code, California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. The Purchaser hereby expressly acknowledges and agrees that neither the City nor the Seller has ever previously affirmatively represented to the Purchaser or its contractor(s) for the Project in writing or otherwise, that the work to be covered by the bid or contract is not a “public work,” as defined in Section 1720 of the California Labor Code. It is agreed by the Parties that, in connection with the development and construction (as defined by applicable law) of the Project, including, without limitation, any public work (as defined by applicable law), if any, the Purchaser shall bear all risks of payment



or non-payment of state prevailing wages and/or the implementation of Chapter 804, Statutes of 2003 and/or California Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. "Increased costs" as used in this section shall have the meaning ascribed to it in California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall not be merged with any other document.

### **XXIII. Severability**

If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the Parties that all the other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the Parties.

### **XXIV. Survival of Representations and Warranties**

All covenants, representations, warranties, and other agreements under this Agreement shall survive the Close of Escrow.

### **XXV. Time of Essence**

Time is of the essence and performance of this Agreement in respect to all provisions of this Agreement that specify a time for performance, and failure to comply with this provision shall be a material breach of this Agreement.

### **XXVI. Saturdays, Sundays, and Holidays**

If any date by which an election or a notice must be given falls on a Saturday, Sunday or holiday, then the date by which an election or notice must be given is extended to 5:00 p.m. on the next business day following such Saturday, Sunday or holiday.

### **XXVII. Waiver**

No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of a provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision, including the time for performance of any such provision. The exercise by a Party of any remedy provided in this Agreement or at law shall not prevent the exercise by that Party of any other remedy provided in this Agreement or at law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**“SELLER”**

**OXNARD COMMUNITY DEVELOPMENT  
COMMISSION SUCCESSOR AGENCY,**  
a public body, corporate and politic

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

KANE, BALLMER & BERKMAN  
Successor Agency Special Counsel

**“PURCHASER”**

**MANY MANSIONS,** a California nonprofit corporation

By: \_\_\_\_\_

Rick Schroeder, President

**Exhibit A**

Form of Grant Deed

[behind this page]

## APPRAISAL REPORT



**Approximately 5,606 square feet of vacant land  
located at 538 S. Meta Street,  
Oxnard, California  
(APN 201-0-213-100)**

**PREPARED FOR:  
Adam Smith  
Project Manager  
City of Oxnard  
Community & Economic Development Department  
214 South C Street, Oxnard, CA 93030**

**PREPARED BY:  
Kevin P. McAtee, MAI  
HOFFMAN, VANCE & WORTHINGTON, INC.  
1000 S. Seaward Avenue  
Ventura, CA 93001**

**DATE OF VALUE: July 21, 2020**

**DATE OF REPORT: July 21, 2020**

# HOFFMAN, VANCE AND WORTHINGTON, INC.

REAL PROPERTY SERVICES – SINCE 1956

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July 21, 2020

Mr. Adam Smith  
Project Manager  
City of Oxnard  
Community & Economic Development Department  
214 South C St.  
Oxnard, CA 93030

**Re: Approximately 5,606 square feet of vacant land located at 538 S. Meta Street, Oxnard, California (APN 201-0-213-100)**

Mr. Smith:

In accordance with your request, I have personally examined and appraised the above described real property for the purpose of reporting to you my opinion of its Fair Market Value. A careful examination was made of the subject property and the surrounding area and of those factors which tend to influence the value of the subject property. This examination included the inspection and analysis of market data in the immediate and general vicinity of the subject that are physically, locationally and/or economically comparable.

The subject property is located at 538 S. Meta Street in Downtown Oxnard. The property consists of a single parcel of land measuring **5,606** square feet.

The subject property is located in Downtown Oxnard. The property was zoned CBD (Central Business District) until September 2019, when the City of Oxnard adopted its new Downtown Code. The purpose of the Downtown Code is to implement the development and uses of individual lots and buildings in the Downtown to create main street mixed-use areas serving urban neighborhoods of pedestrian-oriented streets with a variety of housing types. According to the new code, the subject property is zoned DT-G (Downtown General), a designation intended to integrate residential and commercial land uses.

Among the commercial uses permitted in the DT-G zoning are retail, office, and multi-family residential uses. With regard to residential uses, the DT-G zoning does not limit the number of units, or density, that could be approved for a property. The ultimate density would be a byproduct of design review and community input. Given the relatively recent change to the City's zoning, a density acceptable to city planners and the surrounding community has not yet been established.

Only one land sale in the Downtown was available from which to discern current land values. The balance of land sales included in the appraisal sold prior to the zone change and/or are located outside the Downtown. Given the dearth of local high-density residential land sales comparables within Ventura County, a secondary set of sale comparables was included in the appraisal. The secondary set are high-density residential land sales in a broader geographic search that included parts of Los Angeles County. Within the analysis due consideration was afforded differences relative to location and demographics.

Based on my investigation and upon a complete review of the facts presented herein, it is my opinion that the **Fair Market Value** of the **Fee Simple** interest in the subject property, subject to the Assumption and Limiting Conditions contained herein, in cash equivalent terms as of **July 21, 2020** was:

**\$252,000**

Based on my discussions with knowledgeable brokers active in the area, I would anticipate an exposure period of approximately **3 to 6 months** if the property were exposed to the market for sale at the appraised value.

**This appraisal was performed following public awareness that COVID-19 was affecting residents in the United States. At the time of the appraisal, COVID-19 was beginning to have widespread health and economic impacts. The effects of COVID-19 on the real estate market in the area of the subject property were not yet measurable based on reliable data. The analyses and value opinion in this appraisal are based on the data available to the appraiser at the time of the assignment and apply only as of the effective date indicated. No analyses or opinions contained in this appraisal should be construed as predictions of future market conditions or value.**

Summary discussions of the data, reasoning and analyses that were used to develop the opinion of value are presented in the appraisal report, including summary descriptions of the subject property, the locale of the property, and the appraisers' opinion of highest and best use. Any data, reasoning and analyses not discussed in this Appraisal Report are retained in the appraiser's work file.

Your attention is directed to the contents of this Appraisal Report, including all descriptions, market data, analyses and other relevant factors upon which the conclusions are based. Every effort has been made to ensure that the Appraisal Report which follows complies with the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Standards Board of the Appraisal Foundation.



Mr. Adam Smith  
July 21, 2020  
Page 3

I, the undersigned, do hereby certify the statements and opinions rendered herein are true and correct to the best of my knowledge and belief, subject to the limiting conditions contained herein.

Sincerely,

**HOFFMAN, VANCE & WORTHINGTON, INC.**

A handwritten signature in black ink, appearing to read 'Kevin P. McAtee', is written over a horizontal line.

Kevin P. McAtee, MAI  
CA Certified General #AG014257

## SUMMARY OF SALIENT FACTS

|                             |                                          |
|-----------------------------|------------------------------------------|
| <b>Property Location</b>    | <b><i>538 S. Meta Street, Oxnard</i></b> |
| Assessor's Parcel Number    | 201-0-213-100                            |
| Property Description        | Vacant land                              |
| Land Area (sf)              | 5,606                                    |
| General Plan                | Downtown                                 |
| Zoning                      | DT-G (Downtown General)                  |
| Highest & Best Use          | Commercial/residential development       |
| Flood Hazard Zone           | Zone X                                   |
| <b>'As Is' Market Value</b> | <b>\$252,000</b>                         |
| Date of Value               | July 21, 2020                            |

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## APPRAISAL REPORT

### PURPOSE OF THE APPRAISAL:

The purpose of this appraisal is to provide the client with the appraiser's best estimate of the **Fair Market Value** of the subject property in its current state but according to any hypothetical conditions outlined earlier in this report.

**Market value** is defined by the federal financial institutions' regulatory agencies as follows:<sup>1</sup>

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) a reasonable time is allowed for exposure in the open market;
- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

### INTENDED USE OF THE REPORT:

This appraisal is intended for the exclusive use by the *City of Oxnard* to establish a basis of value for **potential disposition purposes**.

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1 Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions [f].)

**INTEREST VALUED:**

**Fee Simple.** There are no personal property, fixtures, or intangible items which have been valued in this appraisal.

**EFFECTIVE DATE OF VALUE:**

July 21, 2020

**DATE OF REPORT:**

July 21, 2020

**APPRAISAL DEVELOPMENT AND REPORTING PROCESS:**

In preparing this appraisal, the appraiser made a number of independent investigations and analyses. Listed below are the investigations undertaken and the major data sources relied upon.

***Location Description***

The city analysis, while not included in this report, was conducted utilizing information obtained from a personal physical inspection by the appraiser, as well as sources such as municipalities, real estate brokers, the Chamber of Commerce, for example. Back-up information is maintained in the appraiser's work file.

***Site and Improvement Description***

The site description and analysis was prepared from information gathered during various physical inspections of the property and a review of the Ventura County Assessor's maps.

***Land Sale Data***

The factual information concerning land sales has been provided by *Costar Group*, *Ventura County Coastal MLS*, *Loopnet* and *AgentPro 24/7*, and/or information provided by local area brokers and other appraisers. An attempt has been made to contact buyers, sellers and brokers to verify all information and to ensure the data reflected "arm's-length" transactions.

## Other Data

Other information, such as tax records and zoning, was provided by governmental sources.

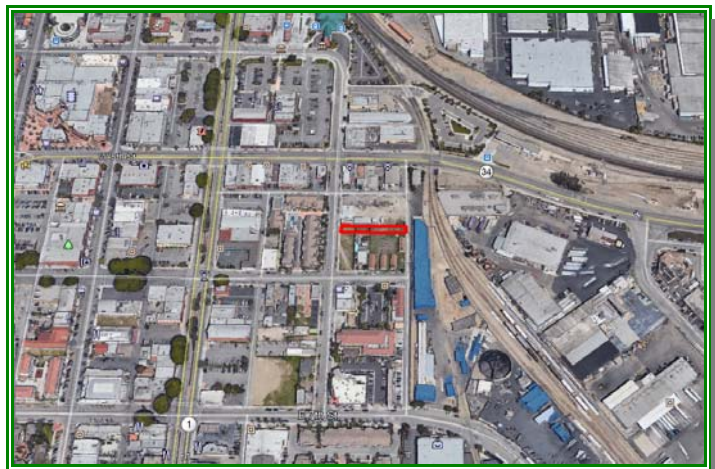
To develop the opinion of value, the appraiser performed a complete appraisal process, as defined by the Uniform Standards of Professional Appraisal Practice. This Appraisal Report in a summary narrative format is a brief recapitulation of the appraiser's data, analyses, reasoning and conclusions. Supporting documentation is retained in the appraiser's work file.

## DESCRIPTION OF THE REAL ESTATE APPRAISED:

### Area Description

The subject property is located in the City of Oxnard, California, Ventura County. Specifically, the property is located at 538 S. Meta Street, between 5<sup>th</sup> and 6<sup>th</sup> Street.

Oxnard is the most populous city in Ventura County and the 19<sup>th</sup> most populous in California with just over 200,000 residents. The city lies on the western edge of the fertile Oxnard Plain, approximately 35 miles west of Los Angeles city limits and 30 miles south of Santa Barbara. The city of Ventura lies directly to the west and the city of Camarillo is to the east.



Source: Google Earth

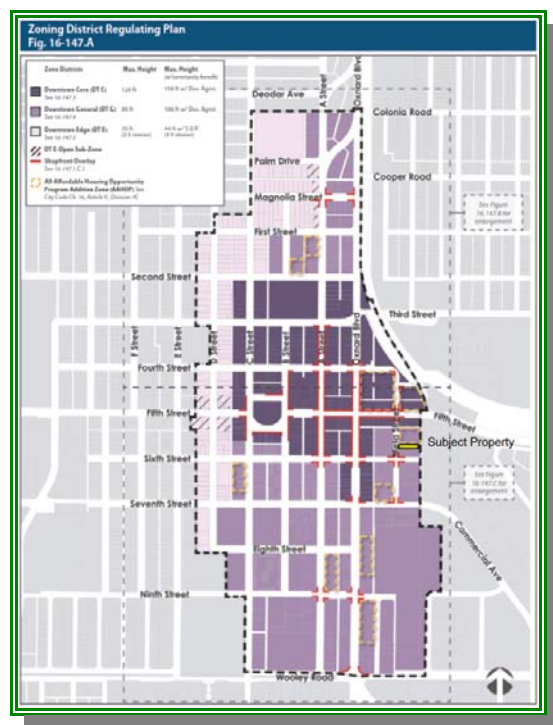
Oxnard was incorporated as a California city in 1903 and has always maintained a strong identity as an agricultural hotbed, now famous for its strawberries grown in its fertile plain. Naval bases at Point Mugu and Port Hueneme were established during World War II as the only major navigable ports between Los Angeles and San Francisco. Port Hueneme is the busiest and only deep-harbor commercial port in this span and is vital to trade with Pacific Rim economies.

The economy of Oxnard is driven by international trade, agriculture, manufacturing, defense and tourism. Finance, transportation and energy, specifically petroleum, are also important employers in the region, with two large active oil fields currently being exploited. The largest employers in the city by number of employees are St. John's Regional Medical Center, Oxnard Union High School District, Waterway Plastics and Haas Automation.

Transportation and infrastructure resources are important factors affecting commercial real estate values. Oxnard is a major transportation hub of Southern California with Amtrak, Union Pacific, Metrolink and Greyhound all stopping in the city. Oxnard also has its own regional airport, and is 30 miles from Santa Barbara Airport and 50 miles from Los Angeles International.

### ***Immediate Environs***

The neighborhood in which the subject is located is referred to as the Downtown area. As of September 2019, the City of Oxnard adopted a new zoning district plan, referred to as the Downtown Code. This new zoning replaced the CBD zoning and other existing zoning in favor of three new zones for all properties within the Downtown boundaries. These new zones are DT-C (Downtown Core), DT-G (Downtown General), and DT-E (Downtown Edge). According to the City's Downtown Code, each new zone will incorporate community benefits. These include public parking, public open space, affordable housing, and exceptional architecture.



*City of Oxnard's Downtown Code*

The boundaries of the subject's neighborhood can be described as 3<sup>rd</sup> Street to the north, 8<sup>th</sup> Street to the south, Meta Street to the east and C Street to the west. Land uses in the immediate proximity of the subject property are retail and vacant land to the north, and a single-family residence and vacant land to the south. To the east across an alley is railroad frontage outside storage. To the west across Meta Street is multi-family residential. The Plaza Stadium Cinemas 14, which is centered in a retail and restaurant area, and Plaza Park are located 3 blocks to the northwest. Four blocks to the southwest is the Heritage Square, an office park comprised of



historic homes relocated to the site. The subject's location has access to a full range of transportation opportunities. Oxnard Blvd. is a major thoroughfare through town. Both 3<sup>rd</sup> Street and 5<sup>th</sup> Street provide east/west arterials spanning the city of Oxnard and surrounding unincorporated areas. The Oxnard Transportation Center is located 2 blocks to the north.

## **Market Overview**

The subject property is vacant land with a zoning designation that encourages commercial and residential uses. Therefore, the market overview discusses the retail, office and residential markets. The time period of consideration is the earliest date of the selected sale comparables, included in the Sale Comparable Approach, and the latest data available as of the date of this writing.

**This appraisal was performed following public awareness that COVID-19 was affecting residents in the United States. At the time of the appraisal, COVID-19 was beginning to have widespread health and economic impacts. The effects of COVID-19 on the real estate market in the area of the subject property were not yet measurable based on reliable data. The analyses and value opinion in this appraisal are based on the data available to the appraiser at the time of the assignment and apply only as of the effective date indicated. No analyses or opinions contained in this appraisal should be construed as predictions of future market conditions or value.**

### **Retail Market**

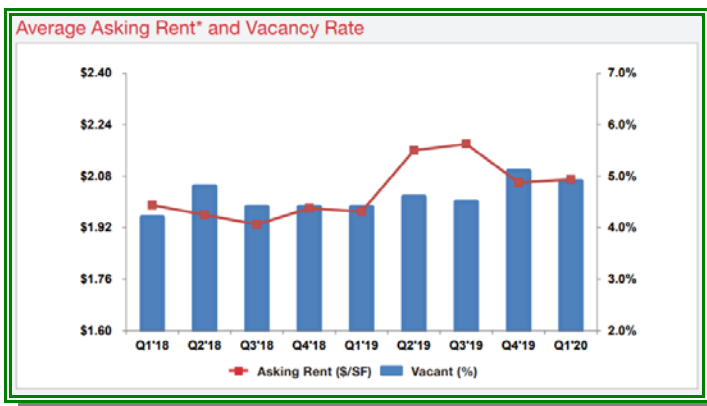
According to NAI Capital's Ventura County Q1 2020 Retail Market Outlook,

*Ventura County's retail market witnessed steady growth in the first quarter until the COVID-19 shutdown. The average asking rent was up 5.1% from Q1 2019 to \$2.07/SF - just 5% shy of the all-time high reached in Q3 2019. The vacancy rate increased a mere 50 bps year over year to 4.9%. Completed construction contributed to the uptick in vacancy. Twelve projects totaling 56K SF were added to the market over the past year - 29.4% of this space remained available at the end of Q1 2020.*

*However, the quarter ended with the unprecedented COVID-19 shutdown. Consequently, Ventura County's retail market faces uncertainty as the pandemic unfolds. The County's limited construction will help alleviate any imbalance between demand and supply of new retail space. Ventura County boasts one of the highest*

median annual household incomes in SoCal at \$88,516, which equates to more disposable income to support the local retail sector.

Employment and income are primary drivers of demand for retail space. According to the EDD, Ventura County lost only 200 net jobs over the month in March as the unemployment rate climbed 90 bps to 4.6%. Construction, Manufacturing, Financial Activities, and Leisure & Hospitality sectors collectively shed 500 jobs



Source: NAI Capital

while Retail Trade was unchanged. However, compared to March 2019, Retail Trade lost 1,000 jobs. This indicates the County's brick and mortar retailers experienced some displacement due to ecommerce prior to the shutdown. As other retail markets in SoCal saw month-over-month contractions in retail employment, more are sure to follow.

The COVID-19 shutdown will have a lasting impact on demand for retail space in the quarters ahead. NAI Capital conducted a COVID-19 Impact Survey of retail market professionals to get a pulse of where the market could be headed. Respondents said: Rents will decline as market conditions won't sustain pre-pandemic growth and some tenants move towards online-only sales. Sales prices will be lower; however, quality centers will still see demand from investors. Vacancy will increase and landlords will offer more concessions to keep tenants. Many landlords are proactively renegotiating leases, providing rent abatement or deferment with repayment plans.

Quarterly leasing activity surged to the highest level seen since Q3 2017 in terms of square footage, up 43.4% from the prior quarter and 28.5% above Q1 2019 to 338K SF. Ventura County retailers bucked the trend of taking smaller spaces observed in other SoCal markets - the average deal size increased 20% from 2,815 SF in Q1 2019 to 3,378 SF this quarter.

The East market spurred the quarterly uptick as leasing volume soared 290.1% above Q4 2019 and 53% year over year to 229K SF, accounting for 68% of total

market transaction volume.

### **Office Market**

According to NAI Capital's Ventura County Q1 2020 Office Market Outlook,

*The Ventura County office market witnessed moderate growth in the 2.5 months prior to the pandemic shutdown. The average asking rent increased 1.2% from the prior quarter, up 8.2% from Q1 2019 to \$2.51/SF. The average rent matched the Q4 2007 record, indicating that rent may have peaked this cycle. Class A rent was \$2.84/SF, unchanged from the Q4 2019 record high. Vacancy remained on par with the past four years, up 100 bps from Q4 2019 and 20 bps from a year ago to 10.7%.*

*However, the quarter ended with the unprecedented COVID-19 shutdown, and the ramifications for the office market continue to unfold. Before the shutdown, the County saw steady employment growth alongside balanced supply and demand, which attracted investors to the office market. This quarter posted strong sales activity - up 176.3% year over year to 459K SF - as well as higher pricing.*

*Looking ahead, investors are hesitant to make decisions while the severity of the pandemic is unknown. Undercapitalized owners could panic sell, resulting in sales prices slowly dropping. Tenants are in wait-and-see mode, which will delay sales and leasing, causing rising vacancies in the interim.*

*Consequently, the outlook*

*on employment as a primary driver of demand for office space remains unstable. According to the EDD, Ventura County shed 200 jobs month-over-month in March as the unemployment rate increased 90 bps to 4.6%. Financial Activities lost 100 jobs; conversely, Professional & Business Services added 100 jobs while Information, Education & Health, and Government sectors saw no changes.*

*The employment data demonstrates that the pandemic's impact on office-occupying businesses will be mixed in the County. Hiring in essential Education & Health and Government sectors as well as Information may freeze or nominally rise in the short*



Source: NAI Capital

*term. Tenants forced to work from home may reduce their footprints as they evaluate viability. Lukewarm demand coupled with lease defaults will push vacancy up. Landlords will offer concessions to keep tenants; many landlords are already renegotiating leases, offering rent abatement or deferring rent with repayment plans and/or restructuring with blend-and-extend leases.*

*Quarterly leasing activity gained steam following a sluggish end to 2019. Leasing volume by square footage rose 36.3% from Q4 2019 and 4.5% from Q1 2019 to more than 342K SF. This level of activity was consistent with Q1 leasing volume during the past six years, indicating stability.*

*The East accounted for 74% of Q1 leasing volume in terms of square footage at 253K SF, up 30.2% from Q4 2019 and 6.5% from Q1 2019. Entertainment/media and healthcare tenants drove this activity.*

### **Residential Market**

The County of Ventura's residential market has been stable over the past several years.

According to the California Association of Realtors "Monthly Market Report: Ventura County", April saw the sale of 330 single-family residential homes in Ventura County. This represented a 29.6% decrease in comparison to last year's sales. Of the 1,041 active listings in the county, 28.3% reduced their listing price. The median price for single-family homes, however, was \$675,000, a 3.8% increase from last year.

| April-20            | Median Sold Price of Existing Single-Family Homes |           |           |                |                | Sales          |                |
|---------------------|---------------------------------------------------|-----------|-----------|----------------|----------------|----------------|----------------|
| Southern California | Apr-20                                            | Mar-20    | Apr-19    | Price MTM% Chg | Price YTY% Chg | Sales MTM% Chg | Sales YTY% Chg |
| Los Angeles         | \$565,170                                         | \$567,910 | \$544,170 | -0.5%          | 3.9%           | -15.5%         | -30.6%         |
| Orange              | \$861,000                                         | \$882,000 | \$825,000 | -2.4%          | 4.4%           | -27.1%         | -36.7%         |
| Riverside           | \$435,000                                         | \$435,000 | \$423,000 | 0.0%           | 2.8%           | -29.2%         | -31.1%         |
| San Bernardino      | \$325,000                                         | \$316,000 | \$305,000 | 2.8%           | 6.6%           | -16.7%         | -24.2%         |
| San Diego           | \$671,000                                         | \$675,000 | \$649,000 | -0.6%          | 3.4%           | -15.9%         | -27.0%         |
| Ventura             | \$675,000                                         | \$705,000 | \$650,000 | -4.3%          | 3.8%           | -12.5%         | -29.6%         |

Source: California Association of Realtors

According to Zillow.com, the median home value in Oxnard is \$518,706, as of March 2020. Oxnard home values have gone up 3.6% over the past year and Zillow predicts they will fall 2.2% within the next year. The median list price per square foot in Oxnard is \$339, which is lower than the Oxnard-Thousand Oaks-Ventura Metro

average of \$367. The median price of homes currently listed in Oxnard is \$567,500 while the median price of homes that sold is \$544,500. The median rent price in Oxnard is \$2,850, which is lower than the Oxnard-Thousand Oaks-Ventura Metro median of \$2,950.

Below is an excerpt from a Ventura County Star article dated January 8, 2020 and titled *“The past decade of Ventura County housing: low supply, tight rental market, rising prices”*.

*Like the rest of the country, Ventura County’s housing market was trying to emerge from the recession 10 years ago. But the region’s housing woes didn’t end there, as home and rental prices soared over where they’d been in the previous 10 years.*

*According to local real estate agents, housing experts and nonprofit leaders, low housing supply and lacking wage growth have defined the county’s housing market over the past decade.*

*Here’s a look back at the trends that have shaped the local housing market:*

*In July 2009, the overall average rent across Ventura County was \$1,382, according to the Dyer Sheehan Group, a Ventura-based housing market analyst and land-use consultancy. In July 2019, the overall average rent was up to \$2,000.*

*This represents a 45% increase, according to Dawn Dyer, President of the Dyer Sheehan Group, who added that the rent increase was “even more significant in smaller units, such as studios and one-bedrooms.”*

*According to Dyer, the average vacancy rate of Ventura County apartments shows a tight rental market with low availability for potential renters. Even during the recession, the county’s vacancy rate only went up to around 5%, which Dyer calls the “target rate” in other markets.*

*“During the worst recession, our vacancy rate was only 5%, which typically represents equilibrium. This shows how fundamentally tight our rental market is that we have a structural shortage of units,” Dyer said.*

*Ventura County’s vacancy rate is typically at or below 3%, and was at 3.6% in July 2019.*

*“The tight market impacts affordability or just availability,” Dyer said. “In some cities, there’s literally been a zero percent vacancy rate where there just wasn’t an available apartment for people to rent. And how it impacts the community as a whole is it is very challenging for companies and employers to retain people.”*

*Dyer believes the only way to bring down rents is to increase supply, since current apartment construction isn’t keeping up with demand.*

*“For many years, we built no apartments at all,” Dyer said. “A lot of people feel like every time they turn around, there’s a new apartment building, but they need to remember that we’re simply catching up for a couple decades where we were severely deficit in the number of apartment buildings that we had.”*

*It’s no surprise that home prices were on the rise in Ventura County in the past 10 years, from a median sale price around \$380,000 in 2010 to \$500,000 in 2015 to \$604,000 at the end of 2019.*

*These rising home prices leave many Ventura County families priced out of homeownership — or out of the county altogether.*

*Alex Vega is the director of lending services at the Ventura County Community Development Corp., a nonprofit that provides education for homebuyers and homeowners. He started there in 2007, and says homeownership felt “a lot more possible at the beginning of the decade.”*

*“In the beginning of the decade, the price of an entry-level home was at par with where income was so we were able to help a lot more people get housing,” Vega said.*

*“Compared to now ... you see median home prices have gone up, but wages in the county haven’t gone up as much in that same period, so it hasn’t stayed on par.”*

*Ventura County’s low supply of available homes means people can’t take advantage of relatively low mortgage rates, says Jorge DeLeon, a broker and regional branch manager for Coldwell Banker and a former president of the Realtors group.*

*“One of the major things that has gone down is interest rates, mortgage affordability is there but we don’t have the inventory to take advantage of it,” DeLeon said.*

*Mortgage rates are currently around 3%.*

*The solution to Ventura County’s housing woes? Supply, supply and more supply.*

*“The only way we’re going to really help bring down the cost of housing is to create more supply,” Dyer said. “If supply is not sufficient to meet the needs of our county then the price is going to keep going up.”*

*The past decade saw the renewal of the county’s Save Open space and Agricultural Resources initiative, which is now in effect until 2050.*

*This impacted housing supply, according to DeLeon.*

*“The biggest struggle in the last decade in Ventura County was SOAR and the renewal of it. That’s the single most important thing that happened that affected real estate in the last 10 years,” DeLeon said. “That put pressure on our inventory and our ability to build more.”*



*Housing leaders and advocates say development is necessary if Ventura County wants relief from high housing prices in the next decade.*

*“As long as there’s not new building, the home prices will continue to climb,” Vega said with a warning. “We see in cities that are the most against new development, prices climb so high that the elderly population find it difficult to have children remain in the city where they grew up. NIMBYism is coming back to haunt people.”*

Below are excerpts from Dyer Sheehan Group’s January 2019 *Ventura County Apartment Market Survey & Market Commentary* (graphics from July 2019 report):

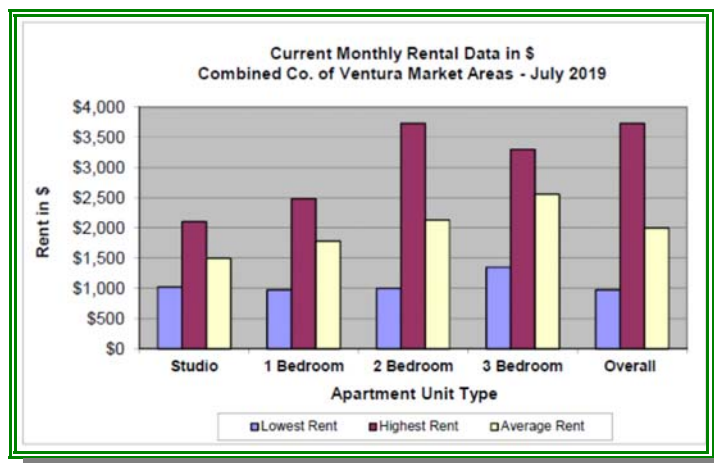
*Oxnard rents were down for all but one bedroom units from July 2018 to January 2019, but the Overall Average Rent rose to \$1,783, a 3.4% annual increase from January 2018. The January 2019 vacancy rate in Oxnard is 2.95%; the second highest in the county.*

**Current Data for July 2019 - Combined County of Ventura Market Areas**

| Market Area and General Survey Data  | Unit Type | # of Units in Survey | Average Floor Area | Monthly Rent in \$ |         |         | Monthly Rent in \$ per Sq. Ft. |         |         |
|--------------------------------------|-----------|----------------------|--------------------|--------------------|---------|---------|--------------------------------|---------|---------|
|                                      |           |                      |                    | Lowest             | Highest | Average | Lowest                         | Highest | Average |
| Total Properties Surveyed: 180       | Studio    | 728                  | 493 sq ft          | \$1,025            | \$2,108 | \$1,500 | \$2.07                         | \$4.33  | \$3.08  |
| Minimum Property Size: 3 Units       | 1 Bedroom | 8,392                | 710 sq ft          | \$975              | \$2,485 | \$1,782 | \$1.40                         | \$3.71  | \$2.54  |
| Maximum Property Size: 608 Units     | 2 Bedroom | 10,730               | 981 sq ft          | \$1,000            | \$3,731 | \$2,131 | \$1.02                         | \$3.50  | \$2.19  |
| Average Property Age: 42 Years       | 3 Bedroom | 1,416                | 1,220 sq ft        | \$1,350            | \$3,300 | \$2,559 | \$1.21                         | \$2.71  | \$2.10  |
| Weighted Average Vacancy Rate: 3.60% | Overall   | 21,266               | 873 sq ft          | \$975              | \$3,731 | \$2,000 | \$1.02                         | \$4.33  | \$2.35  |

*In addition to economic factors, demand for apartments continues to grow for a variety of reasons. Apartment living attracts a wide assortment of household types, including: Millennial singles, couples, and roommates starting out in life, working families, lifestyle renters, empty-nest Baby Boomers, and single person households. Millennials now represent the largest demographic group in the U.S., and the choices they are making have a significant impact on housing demand.*

*With a stronger job market, Millennials who had moved back in with parents, as well as people who had previously doubled up in housing to save money, have been able to establish their own households, driving further*

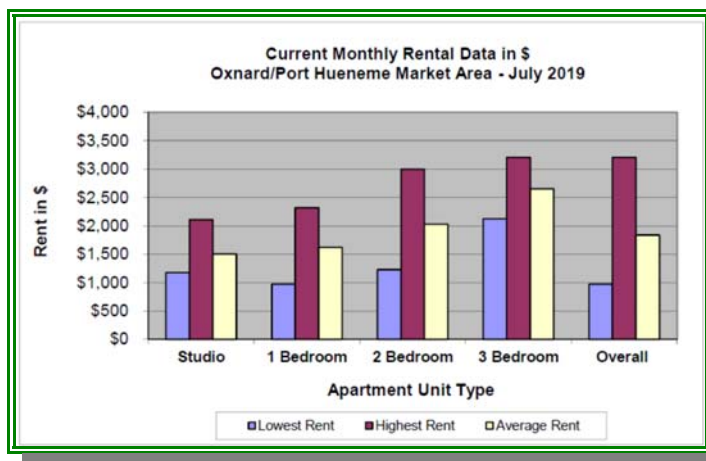


demand for apartments. “Lifestyle Renters” appreciate apartment communities that offer a wide range of luxury amenities. Apartment living holds strong appeal to those who seek the “lock and leave” convenience and flexibility of a rental home, versus the demands and upkeep of home ownership. And higher density, urban infill housing allows residents to reduce their carbon footprint. As Baby Boomers age, more are choosing the convenience of living in high-quality apartments located close to shopping and services, rather than remaining in their empty-nest homes. In fact, Senior Housing is a HUGE market segment, with the number of Americans aged 65 and up expected to more than double by 2060. Additional demand for apartments comes from single person households, an expanding segment of American society, which often opts for rental living.

Current Data for July 2019 - Oxnard/Port Hueneme Market Area

| Market Area and General Survey Data  | Unit Type | # of Units in Survey | Average Floor Area | Monthly Rent in \$ |         |         | Monthly Rent in \$ per Sq. Ft. |         |         |
|--------------------------------------|-----------|----------------------|--------------------|--------------------|---------|---------|--------------------------------|---------|---------|
|                                      |           |                      |                    | Lowest             | Highest | Average | Lowest                         | Highest | Average |
| Total Properties Surveyed: 33        | Studio    | 270                  | 519 sq ft          | \$1,175            | \$2,108 | \$1,502 | \$2.14                         | \$3.76  | \$2.90  |
| Minimum Property Size: 10 Units      | 1 Bedroom | 2,043                | 716 sq ft          | \$975              | \$2,320 | \$1,621 | \$1.67                         | \$3.19  | \$2.28  |
| Maximum Property Size: 404 Units     | 2 Bedroom | 2,133                | 1,040 sq ft        | \$1,225            | \$2,999 | \$2,028 | \$1.24                         | \$2.98  | \$1.97  |
| Average Property Age: 42 Years       | 3 Bedroom | 172                  | 1,354 sq ft        | \$2,125            | \$3,204 | \$2,652 | \$1.70                         | \$2.71  | \$1.97  |
| Weighted Average Vacancy Rate: 3.07% | Overall   | 4,618                | 878 sq ft          | \$975              | \$3,204 | \$1,840 | \$1.24                         | \$3.76  | \$2.16  |

Apartment residents are also becoming more discerning in their choice of communities. No longer just a “stop-over” on the way to homeownership, renting is now viewed as a strategic choice that may last a lifetime, or at least a decade, for many tenants. Today’s renters are seeking amenities that enhance their lifestyle, provide convenience, and fit their values. Top trends to consider include Pets, Parking, and Packages.



Over 80 million U.S. homes include a pet. More than 70% of apartment residents report owning a pet, and 75% of Americans under the age of 30 report having a dog.

*As we continue to enjoy the longest economic recovery in modern history, much speculation has arisen as to when the next recession will begin. Global economic uncertainty combined with trade wars, and an expiration of any initial benefits from the recent corporate tax cuts, have created some headwinds to future economic growth. The Federal Reserve's decision not to hike interest rates again in 2019, combined with a recent flattening and slight inversion of the yield curve, could be early indicators of an economic slowdown, if not in 2019, by early 2020. Even if the economy dips into recessionary territory, I would expect the rental market to remain relatively strong in Ventura County with vacancy at or below 3%, and slightly slower rent appreciation in the range of 3.0% to 3.5%. Despite more Ventura County apartments being built over the past few years than has occurred for decades, local planning policies combined with higher costs for land, labor and materials will limit future apartment construction to well below anticipated demand for new rental housing.*

### **Conclusion of Market Overview**

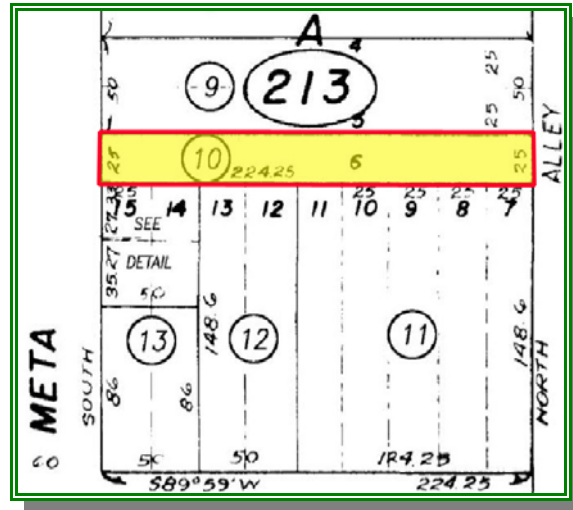
The various sectors of the real estate market served by the subject's zoning, commercial and residential, appear strong. Vacancies are down and sale prices and rental rates are healthy. In the case of the multi-family residential market, supply appears to be the issue. The number of sale transactions appear healthy and interest rates continue to be favorable.

From my research of the comparable land sales, and after discussions with knowledgeable brokers in the immediate area, I am of the opinion that **6 to 9 months** would be a reasonable exposure time for the subject property.

## Property Description

### Site Description:

The subject property consists of a single legal lot identified by the Ventura County Assessor as assessor parcels **201-0-213-100**. The parcel is undeveloped land. The property has a street address of 538 S. Meta Street. The parcel measures **5,606** square feet.



The subject property is located one block east of Oxnard Blvd. Oxnard's Downtown area, arguably focused on the intersection of A Street and 5<sup>th</sup> Street, is located several blocks further to the northwest. As discussed in the Neighborhood Description, the intersection has been the focus of a renaissance in the Downtown, and is home to multi-plex movie theater and assorted retail and restaurant establishments. It is also proximate to the Plaza Park. The subject property's location is considered secondary relative to the focused rejuvenation efforts in the Downtown over the past many years. Efforts to bring the subject's surroundings into focus, in fact, is the current subject of city Planners.



The site is rectangular in shape with approximately 25 lineal feet of frontage on Meta Street. Topography is essentially level.

The subject property is improved with sidewalks, curbs and gutters along North Ventura Road.



Utilities are to the site:

Electricity- Southern California Edison

Gas- Southern California Gas

Water- City of Oxnard

Sewer- City of Oxnard

The subject property is identified in the City of Oxnard's General Plan as Downtown.

The property was zoned CBD (Central Business District) until September 2019, when the City of Oxnard adopted its new Downtown Code. The purpose of the Downtown Code is to implement the development and uses of individual lots and buildings in the Downtown to create main street mixed-use areas serving urban neighborhoods of pedestrian-oriented streets with a variety of housing types.



*Subject Property Facing West*

The Code is guided by the following principles:

- A. Generate appropriately-scaled buildings for the intended physical character.
- B. Protect the character of established neighborhoods.
- C. Provide neighborhood main streets for vibrant social and commercial focal points within walking distance of many homes and transit.
- D. Provide diverse and high quality housing choices.
- E. Provide walkable neighborhood patterns through a network of well-designed streets that are safe for motorists, pedestrians and bicycles.
- F. Provide and manage parking facilities that serve an area rather than lot by lot to create a park-once pedestrian district.

Development in Downtown is not limited by density and/or floor area factors applied to individual parcels because the standards of this chapter have been prepared to implement the aggregate amount allowed by the General Plan through the intended physical character described in this code. Additional building height may be granted to a project in return for specific community benefits offered by the project proponent including shared parking available to the public, public open spaces, affordable housing, and exceptional architecture. The maximum potential development is 2,284 residential units and 3 million square feet of non-residential space.



*Subject Property Facing East*

According to the new code, the subject property is zoned DT-G (Downtown General), a designation intended to integrate residential and commercial land uses. The property's zoning is **DT-G (Downtown General)**. According to the City of Oxnard's Downtown Code, the purpose and intent of the DT-G zoning is as follows:

*The Downtown General is characterized by a mix of non-residential ground floors frontages with shop-fronts and residential ground floors set back behind pedestrian-oriented frontages and resident/visitor access via dooryards, stoops, and spacious lobbies. Buildings are up to 106 feet when community benefits are included.*



*City of Oxnard's Downtown Code*

Permitted uses for this zoning include commercial and residential. Prohibited uses include drive-in/drive-through restaurants, social services, and thrift stores, to name a few.



Development standards include the following:

- Maximum height of 85 feet, or 106 feet when community benefits are included.
- Non-residential structures require no setbacks while residential structures must be a minimum of 10 feet from the primary and side streets.
- Parking along primary streets will have a setback of 30 feet. Side street within 75 feet of the front of the property will have a 30 foot setback while side streets 75 feet back from the front of the property will have a 5 foot setback. Side yards and rear alleys will have a 5 foot setback. Side street or front driveways must be setback 12 feet for residential and 18-25 feet for commercial.
- Commercial buildings will have a minimum of 50% in-Lien fee parking with one space per 1,000 SF. Residential buildings with private garages will have one space per unit for studios and 1-bedrooms while 2 or more bedroom units will have 2 spaces per unit. Multi-family residential with shared parking or an open structure will have 0.5-1.65 spaces per unit, with 0.5-0.99 parking spaces per unit paying an in-Lien fee.
- There is no maximum requirement for residential density.
- Residential dwellings will have no less than 400 square foot net area.
- A minimum of 10% of a project's units must be affordable housing.

The Downtown Code requires that each new building or façade renovation be designed in one of the allowed styles. The content of these Guidelines is advisory, not regulatory.

According to information provided, the City's vision of the Downtown will include residential densities up to 200 units per acre. According to the prescribed density, the subject property could accommodate up to 30 units. Given the uncertainty of an ultimate density approved by the City, a density



*City of Oxnard's Downtown Code*

of between 10 and 30 units per acre was considered. Four properties were considered to support the density range for a property of the subject's size, each of which is currently for sale. They are:

*648 N. Ardmore Avenue, Los Angeles* - .17 acre site entitled for 9 apartment units. Asking \$1,299,800 (\$173/land sf; \$144,422/unit).

*311 S. Berendo Street, Los Angeles* - .16 acre site entitled for 30 apartment units and 391 square feet of ground floor retail. Asking \$2,999,000 (\$430/land sf; \$99,967/unit).

*3750 5<sup>th</sup> Avenue, San Diego* - .15 acre site entitled for 23 apartment units and 815 square feet of ground floor retail. Asking \$2,700,000 (\$413/land sf; \$117,391/unit).

*6651 Bancroft Avenue, Oakland* - .15 acre site entitled for 21 apartment units. Asking \$1,495,000 (\$229/land sf; \$71,190/unit).

The subject property is located in **Zone X**, which is an area of minimal flood hazard. Flood insurance is available in participating communities but is **not** required by Federal regulations. The Community and Map Panel number is **06111C0910E** (effective January 20, 2010).

While a soils report was not provided for review, no evidence of settling was noted upon inspection.

A title report was not provided the appraiser for review. A precise determination of issues of title are beyond the scope of investigation by the appraiser. Title to the property is assumed to be good and marketable.

A routine physical inspection disclosed **no** potential environmental issues. I am neither qualified nor trained to assess hazardous substances. No warranty is expressed or implied as to the danger of, or impact on value resulting from, the hazardous materials. The appraiser has no knowledge of the existence of such materials on or in the property, and is not qualified to detect such substances. The presence of substances such as lead paint, asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. As stated in the Assumptions and Limiting Conditions, the appraiser's value estimate is based on the assumption that there is no such material on or in the

property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

Other than those stated in this report, there are no major hazards or nuisances that are known to exist which would preclude efficient utilization of the site. The site is therefore judged to have positive physical and locational attributes that enhance the overall marketability and appeal of the property as a whole.

### ***Conclusion***

The subject site is physically well-suited for a variety of uses. Its location within the Oxnard's Downtown are of benefit to the property. There appears to be no major hazards or nuisances that are known to exist which would preclude efficient utilization of the site. The site is, therefore, judged to have positive locational and physical attributes that enhance the overall marketability and appeal of the property as a whole.

### **HISTORY OF OWNERSHIP:**

According to public records, the subject property has been owned by the City of Oxnard or a related entity since 2011. No transfers of ownership are known to have occurred in the recent past.

### **REAL ESTATE TAXES:**

The subject property is owned by a tax exempt agency and, therefore, is not assessed property taxes.

In the event of a transfer, the property would be reassessed. The passage of Proposition 13 established a maximum property tax of 1% of full cash value on transfer of the property or on new construction. In addition to the base tax rate of 1%, amounts necessary to satisfy general obligations, bonds, or other indebtedness approved by the voters prior to July 1, 1978, is added to the tax rate. The amount of the taxes is limited to a maximum increase of 2% per year by law for each year of continued ownership. All property is reassessed at full market value upon resale.

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## HIGHEST AND BEST USE:

### Introduction

Highest and Best Use is an appraisal concept which addresses the actual and/or hypothetical utilization of a site in relation to the physical, social, governmental and economic constraints affecting it. Of key importance in analyzing vacant land and/or improved property in terms of highest and best use is a determination of net benefits (monetary and non-monetary) which inure to the property as a result of a specified program of utilization. The Appraisal Institute defines Highest and Best Use as:

*The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.*<sup>2</sup>

The Appraisal Institute recognizes the concept of highest and best use as being distinguishable into two categories:

- 1) The highest and best use of the land, as though vacant and available for development, and;
- 2) The highest and best use of the total property, as it is presently improved.

Because the subject property is vacant, undeveloped land, the highest and best use of the land only is included in the discussion which follows.

## HIGHEST AND BEST USE OF THE LAND

Any supportable conclusion as to the highest and best use of the land (site) must be capable of meeting four criteria. The use must be:

- 1) Legally permissible
- 2) Physically possible
- 3) Financially feasible
- 4) Maximally productive

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<sup>2</sup> The Appraisal Institute, The Appraisal of Real Estate, Tenth Edition, (Chicago, Illinois), 1992, p. 275.

Legally Permissible

As discussed, the subject parcel is located in Oxnard's Downtown and is zoned DT-G (Downtown General), a designation which promotes commercial and/or residential uses.

Physically Possible

The site should be able to support the allowable uses. Access to the area and ingress and egress to the property are judged to be average. Utilities are in the area. For these reasons, the site is physically capable of satisfying a number of uses, including land uses in keeping with its zoning.

Financially Feasible

The subject is currently vacant, undeveloped land. Given current development activity, modest appreciation in the market, declining vacancy rates, and favorable interest rates, it is felt that a development consistent with its zoning is feasible in the current subject market.

Maximally Productive

Among financially feasible uses, this is the use which results in the greatest residual rate of return is the highest and best use. It is possible that different utilizations of a site within a general use category can produce equivalent investment returns, and hence each be considered a highest and best use. In estimating the greatest yield to the property, the physical, social, political, and economic forces are all examined in terms of their interrelationship and impact on the potential for maximal productivity. Among the various uses considered available to the subject property, a commercial and/or residential use is considered to be maximally productive.

**SUMMARY OF ANALYSIS AND VALUATION:*****Selection of Appropriate Valuation Approach***

The Cost Approach has not been used to value the property because experience has shown that most buyers and sellers of properties which have broad market appeal give very little consideration to the Cost Approach other than as a passing curiosity. This is because the Cost Approach does not provide an easily determinable indication of the property's appeal in the market. The Cost Approach is most useful for valuing special purpose properties for which there may be little or no comparison sales data or an applicable income stream.

The Sales Comparison Approach is based on the concept that the value of a property tends to be set by the sales price of equally desirable substitute properties. The value is predicated on prices paid for similar properties in "arms-length" market transactions over a time period that reasonably reflects market conditions. Therefore, the validity of the Sales Comparison Approach depends on the existence of recent sales of properties which are comparable in location, size, utility, and overall market appeal. This method can be useful for valuing developed general purpose properties or vacant land.

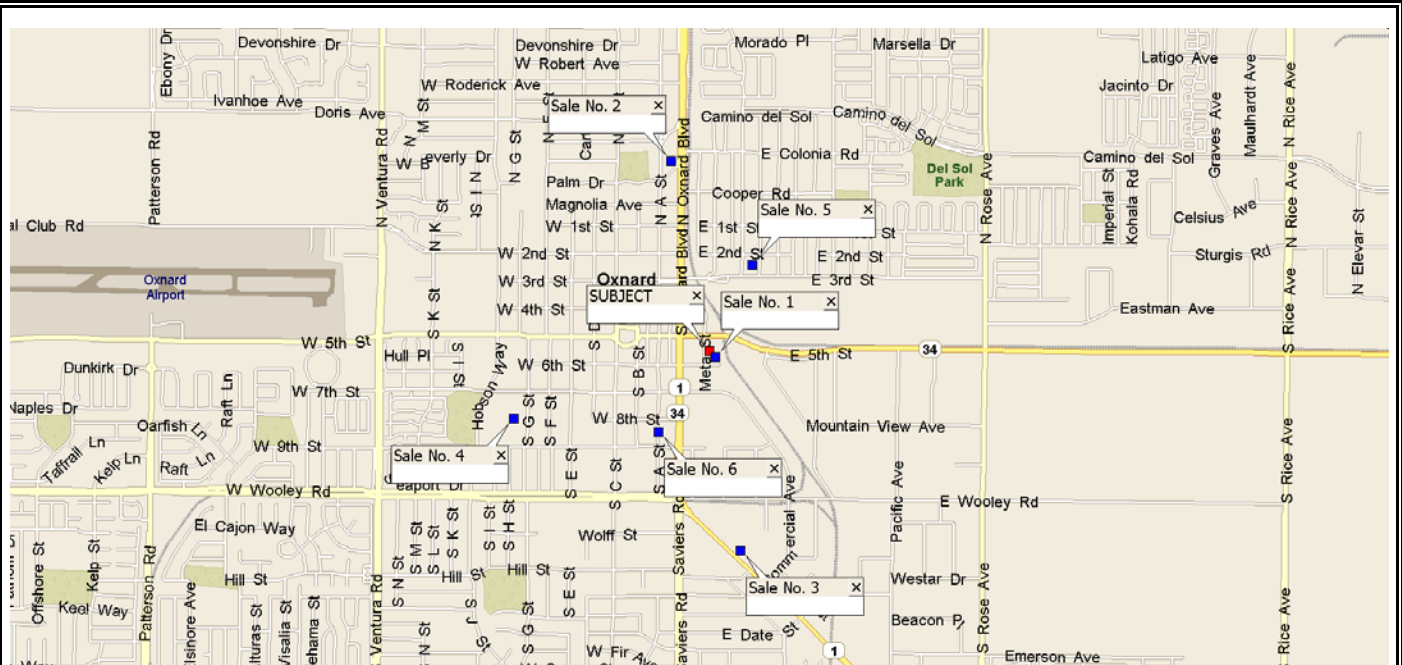
The Income Capitalization Approach is predicated on using one or more of several capitalization processes, employing market derived investment return rates to capitalize the net income into a value estimate. In addition to return rates, every element of the cash flow is market derived or supported, this included rents, expenses and vacancy rates. Therefore, as with the other approaches to value, the validity of the Income Capitalization Approach depends on adequate market data. In the case of the subject property, the Income Capitalization Approach was not used as the highest and best use of the subject property is as if vacant.

In conclusion, a single method was used to determine the value of real estate, the Sales Comparison Approach.

### ***Sales Comparison Approach***

To estimate the value of the subject site, the Sales Comparison Approach has been utilized. A search was conducted throughout the subject's market area to identify sales of vacant sites considered generally comparable to the subject site. The sales utilized in this analysis were gathered through a search of the County public records, market data source providers, as well as interviews with local brokers. The sales have been analyzed and compared to the subject on the basis of the physical and locational factors which influenced their respective prices.





LAND SALE SUMMARY TABLE

| No.        | Address/<br>Assessor Parcel No.                              | Date<br>Doc. #    | Size<br>(SF) | Zone        | Sale<br>Price | Price/<br>SF |
|------------|--------------------------------------------------------------|-------------------|--------------|-------------|---------------|--------------|
| 1          | 217-235 E. Sixth Street, Oxnard<br>(APN 201-0-213-110)       | Feb-20<br>#14777  | 18,295       | DT-G        | \$875,000     | \$47.83      |
| 2          | 111 Palm Drive, Oxnard<br>(APN 200-0-051-090)                | Sep-19<br>#116713 | 4,100        | DT-G        | \$130,000     | \$31.71      |
| 3          | 1210-1246 Oxnard Blvd., Oxnard<br>(APN 204-0-020-050, et al) | Mar-19<br>#25331  | 68,045       | C-2         | \$2,100,000   | \$30.86      |
| 4          | S. G Street, Oxnard<br>(APN 202-0-152-305, 315 & 325)        | May-19<br>#50046  | 20,909       | R3          | \$700,000     | \$33.48      |
| 5          | 213 S Roosevelt Avenue, Oxnard<br>(APN 201-0-128-110)        | Oct-18<br>#121000 | 7,405        | R3          | \$180,000     | \$24.31      |
| 6          | 852 S. A Street, Oxnard<br>(APN 202-0-183-140)               | Jan-18<br>#7174   | 3,462        | CBD         | \$91,500      | \$26.43      |
| <b>Sub</b> | <b>538 S. Meta St, Oxnard</b>                                |                   | <b>5,606</b> | <b>DT-G</b> | <b>TBD</b>    | <b>TBD</b>   |

**Sale Comparable No. 1** is located at 217-235 E. Sixth Street, Oxnard (APN 201-0-213-110). The property consists of **18,295** square feet of level land. The property is located adjacent to the subject property. The property is vacant, undeveloped land with a rectangular shape. The property is zoned DT-G (Downtown General).

The property was advertized  
a s c a p a b l e o f  
a c c o m m o d a t i n g 16  
r e s i d e n t i a l u n i t s , w i t h u p t o  
23 u n i t s w h e n i n c l u d i n g  
d e n s i t y b o n u s . A c c o r d i n g t o  
t h e l i s t i n g a g e n t , t h e p r o p e r t y  
s o l d w i t h n o e n t i t l e m e n t s .  
T h e b u y e r i n t e n d s t o  
c o n s t r u c t a n a f f o r d a b l e m u l t i -  
f a m i l y d e v e l o p m e n t a n d t a k e  
a d v a n t a g e o f t h e d e n s i t y



b o n u s . T h e p r o p e r t y s o l d o n F e b r u a r y 3 , 2 0 2 0 ( D o c . N o . 1 4 7 7 7 ) f o r t h e l i s t p r i c e o f  
**\$875,000**. T h e s a l e p r i c e e q u a t e d t o **\$47.83** p e r s q u a r e f o o t . T h e b u y e r a n d s e l l e r  
w e r e *Many Mansions* a n d *Oxnard Property Partners LLC*.

**Sale Comparable No. 2** is located at *111 Palm Drive, Oxnard* (APN 200-0-051-090). The property consists of **4,100** square feet of level land. The property is adjacent to commercial buildings. The property is vacant, undeveloped land with a regular shape. The property sold with no development entitlements. The property is zoned DT-G (Downtown General). The buyer was an owner/user, intending to use the property for his construction company. The sale occurred on September 27, 2019 (Doc. No. 116713). The sale price was reported at **\$130,000**, cash to seller. The sale price equated **\$31.71** per square foot of land area. The buyer and seller were *Videcon Group LLC* and *Miguel Viera*, respectively.



**Sale Comparable No. 3** is located at *1210-1246 Oxnard Blvd., Oxnard* (APN 204-0-020-050, 080, 090, 100, 110, 140, 150, 210, 270, 280). The property consists of **68,045** square feet of level land. The property is vacant, undeveloped land with a rectangular shape. The property sold with no development entitlements. The property is zoned C-2 (General Commercial). The sale occurred on March 8, 2019 (Doc. No. 25331). The sale price was reported at **\$2,100,000**, cash to seller. The sale price equated **\$30.86** per square foot of land area. The buyer and seller were *Carbajal Corporation* and *Affordable Housing Land Consultants LLC*, respectively.



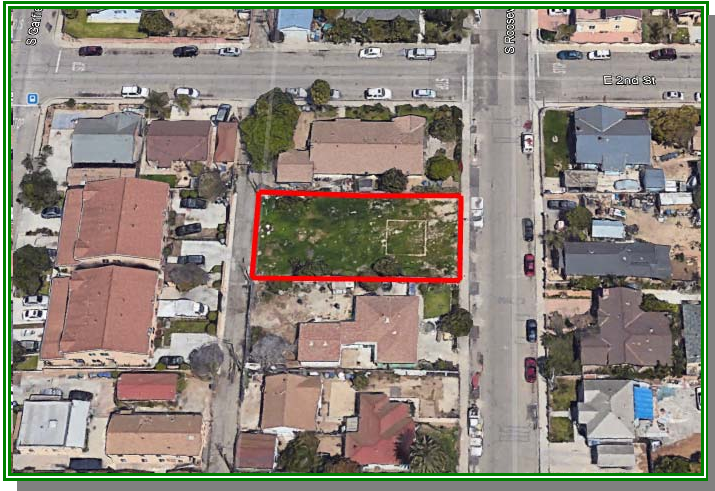


**Sale Comparable No. 4** is located at *S. G Street, Oxnard* (APN 202-0-152-305, 315 & 325). The property consists of **20,909** square feet of level land. The property is adjacent to a community park and multi-family residential. The property is vacant, undeveloped land with a regular shape. The property sold with no development entitlements. The property is



zoned R3 (Garden Apartment Residential). According to the City of Oxnard, as of the date of this report, a four-story multi-family residential building with 19 units had been proposed to the City of Oxnard. Therefore, the property has a density of 39 units per acre. The sale occurred on May 7, 2019 (Doc. No. 50046). The sale price was reported at **\$700,000**, cash to seller. The sale price equated to **\$33.48** per square foot of land area. The buyer and seller were *G R Builders LLC* and *JBGR Investments LLC*, respectively.

**Sale Comparable No. 5** is located at *213 S Roosevelt Ave, Oxnard* (APN 201-0-128-110). The property consists of **7,405** square feet of level land. The property is adjacent to residential, industrial and the railroad. The property is vacant, undeveloped land with a regular shape. The property sold with no development entitlements. The property is zoned R3 (Garden Apartment Residential). The property was approved for 2 units, or a density of 11 units per acre. The sale occurred on October 26, 2018 (Doc. No. 121000). The sale price was reported at **\$180,000**, cash to seller. The sale price equated to **\$24.31** per square foot of land area. The buyer and seller were *Leyva Properties LLC* and *Baudelio Cuevas*, respectively.





**Sale Comparable No. 6** is located at 852 S. A Street, Oxnard (APN 202-0-183-140). The property consists of **3,462 square feet** acres of level land surrounded by retail property. The property is zoned CBD (Central Business District). The property has level topography. Utilities are to the property. The property is rectangular in shape. The property sold with no development entitlements. The property sold on January 23, 2018 (doc. no. 7174). The sale price was reported at **\$91,500**, or **\$26.43** per square foot, cash to the seller. The buyer and seller were *George & Manal Jobeh* and *City of Oxnard*, respectively. The buyer is the neighboring property owner and reportedly purchased the property for parking. The City listed the property with a local commercial real estate firm, Lee & Associates. The sale was a closed-bid process with a minimum bid of \$30,000. The ultimate buyer's offer was received in September 2017 and approved by the City Council in November 2017.



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## Discussion of Physical and Locational Characteristics

Each land sale surveyed has been analyzed in terms of a number of selected property characteristics. All of the properties are similar to the subject in one or more characteristics, and together, serve as a reasonable comparison pool for establishing an indication of value for the subject property. Due to numerous simultaneous differences among the comparables, it is sometimes not possible to precisely extract specific adjustments relative to the noted differences in the comparison characteristics; however, wherever general directions in value are identified they may be relied upon wherever possible and reasonable. In addition, knowledgeable active brokers and principals are interviewed to obtain opinions of the impact on value due to differences in the adjustment variables. These opinions are then factored in with the observed trends in the market data to develop adjustments for the identified differences between the comparison properties and the subject property relative to the selected comparison characteristics. In some cases, adjustments are based on mathematical estimates which are then tested for reasonableness in light of the opinions of informed sources.

The sales were all reportedly arms-length transactions with no relationship between the buyer and seller. In addition, the property rights conveyed were felt to be comparable with the subject, representing the fee simple interest.

A transaction price is always predicated on the ***real property interest*** conveyed. The interest sold for each of the selected comparables was the fee simple interest.

The adjustment for ***conditions of sale*** reflects the fact that some properties are sold on with an atypical motivation on the part of the buyer or seller. In the case of the comparables discussed above, **Sale Comparable No. 6** was purchased by the adjacent property owner with the intent on using the property to enhanced their on-site parking. The balance of the selected sales included no unusual motivation on the part of the buyer or seller.

The adjustment for ***financing*** reflects a cash equivalence calculation. The calculation takes into account financing provided by a seller as an enhancement to the buyer. The enhanced financing would include terms considered more favorable than those available through conventional financing. In the case of the selected comparables, no finance enhancements were reportedly provided the buyers.

Adjustments for ***market conditions*** are based on a comparison of market supply-

demand conditions at the date of sale as compared to the supply-demand conditions on the date of value. Typically, market statistics can provide insight into the market conditions at a particular point in time. After a review of market activity between the earliest sale in January 2018 and the date of value, no adjustment for market conditions was made.

Adjustments for **location** address perceived differences in general and/or specific location. Factors considered include surrounding retail uses, proximity to Oxnard's Downtown and major arterials, and the character of surrounding development including property maintenance levels. **Sale Comparable No. 1** is adjacent to the property and, therefore, considered most similar regarding location. **Sale Comparable Nos. 2, 3 and 6** were considered similar to the subject. **Sale Comparable Nos. 4 and 5** were considered inferior due to their distance from a major thoroughfare.

Adjustment for **size** follow the general economy of scale rule that smaller size equates to larger unit prices. Conversely, larger properties generally sell for smaller unit prices. While this is the general rule, it is worth noting that sites which are relatively small are more difficult to develop, particularly with respect to on-site parking requirements. Extracting reasonable adjustments for size from the market can be achieved utilizing the paired analysis. If sufficient information is not available to complete such an analysis, which often is the case, a thorough review of market trends can be researched through broker interviews and historical statistical information. At 5,606 square feet, the subject is most similar to **Sale Comparable Nos. 2, 5 and 6**, which range from 3,462 to 7,405 square feet. **Sale Comparable Nos. 1, 3 and 4**, which range from 18,295 to 68,045 square feet, were considerably large than the subject, for which qualitative upward adjustments were made.

Differences in **zone** designation result in differences in allowable uses, minimum lot size, etc. As discussed in the Property Description, the subject property is zoned DT-G (Downtown General), a zoning designation allowing commercial and/or residential uses. A mixed use development incorporating both a commercial and residential element is encouraged by the City. Furthermore, the City is encouraging high density residential development in the downtown, although no such projects are yet approved. **Sale Comparable Nos. 1 and 2** are similarly zoned DT-G. **Sale Comparable No. 1** was purchased with the intent of pursuing a 23-unit affordable multi-family residential development. **Sale Comparable No. 2** was purchased by an owner/user intending to use the property for his construction company. **Sale**

**Comparable No. 3** is zoned commercial, for which it was considered inferior given the limitation to only commercial uses. Similarly, **Sale Comparable Nos. 4 and 5** are limited to residential uses, for which they were also considered inferior. **Sale Comparable No. 6** was zoned CBD at the time of sale, but has since been changed to DT-G. The old CBD zoning allowed commercial, as well as residential with a conditional use permit. The sale comparable was considered inferior relative to its zoning designation as of the date of sale.

**Entitlement** status was also considered. None of the selected sales were entitled for development.

**Off-sites** refer to the improvements such as curb, gutters, sidewalks or storm drains. All of the selected sale comparables included off-site improvements.

With regard to **shape**, the subject is rectangular shaped. Obviously, shape is the definitive characteristic affecting the market value of the subject property. All of the selected sale comparables were considered to have relatively similar shape, resulting in no qualitative adjustments.

**Exposure** plays an important role in the value of commercial properties such as the subject. **Sale Comparable Nos. 2, 3 and 6** are located on or near Oxnard Blvd. and were, therefore, considered superior relative to exposure. **Sale Comparable Nos. 4 and 5** were considered inferior, while **Sale Comparable No. 1** was considered similar.

The subject property was considered to have excellent **access** given its proximity to Oxnard Blvd. **Sale Comparable No. 1** is the most similar given its proximity to the subject property. **Sale Comparable Nos. 2, 3 and 6** were considered to have superior access. **Sale Comparable Nos. 4 and 5** were considered inferior to the subject relative to access.

The unadjusted unit prices range from approximately **\$24.31 to \$47.83** per square foot. The comparables are compared relative to the subject as follows:

**Sale Comparable No. 1** was considered the most relevant sale given the recent sale date. It is the only sale that occurred after the City of Oxnard changed the zoning designations in the Downtown. The property is located adjacent to the subject property. The comparable's size with 18,295 square feet was considered

inferior on a unit value basis relative to the subject with 5,606 square feet.

**Sale Comparable Nos. 2, 5 and 6** were considered the most similar relative to size with a range of 3,462 to 7,405 square feet.

After reviewing the selected sale comparables, it was apparent that the market data, while illustrative of land values, presented a range of market values. Absent paired sales from which to scientifically extract adjustments for locational and physical characteristics, the appraiser is left to interpret the data applying one's professional judgement.

In the end, a unit value of **\$45.00** per square foot was considered reasonable for the subject property.

### ***Secondary Market Data***

Given the dearth of local high-density residential land sales comparables within Ventura County, the appraisal of the subject includes high-density land sales in a broader geographic search that included the San Fernando Valley. Within the analysis due consideration was afforded differences relative to location and demographics. The sales occurred between March 2016 and October 2019 and sold for unit values ranging from **\$89 to \$249** per square foot. Details of the individual sales has been retained in my work file.

| San Fernando Valley Residential Land Sales |                                                               |                      |                |        |                    |               |                |
|--------------------------------------------|---------------------------------------------------------------|----------------------|----------------|--------|--------------------|---------------|----------------|
| No.                                        | Address                                                       | Date/<br>Doc. No.    | Size<br>(Acre) | Zoning | Density<br>(Du/Ac) | Sale<br>Price | Price/<br>Unit |
| 1                                          | 14536 Burbank Blvd, Sherman Oaks<br>(APN 2249-001-004)        | 10/16/19<br>#1101656 | 0.29           | R3     | 186                | \$2,700,000   | \$214          |
| 2                                          | 6636 Variel Ave, Canoga Park<br>(APN 2148-029-021, 022 & 029) | 3/8/19<br>#207262    | 2.86           | WC     | 140                | \$31,000,000  | \$249          |
| 3                                          | 7111 Sepulveda Blvd, Van Nuys<br>(APN 2222-029-005)           | 2/12/18<br>#143209   | 1.22           | C2     | 148                | \$9,500,000   | \$179          |
| 4                                          | 6500 N Sepulveda Blvd, Van Nuys<br>(APN 2235-002-024)         | 7/8/16<br>#801979    | 1.23           | R4     | 108                | \$10,150,000  | \$189          |
| 5                                          | 10842 Magnolia Blvd, North Hollywood<br>(APN 2419-008-056)    | 4/15/16<br>#426004   | 0.43           | C4     | 107                | \$3,500,000   | \$187          |
| 6                                          | 21425 W Vanowen St, Canoga Park<br>(APN 2138-011-097)         | 3/29/16<br>#342115   | 1.13           | C1-M1  | 154                | \$8,150,000   | \$166          |
| 7                                          | 8554 Glenoaks Blvd, Sun Valley<br>(APN 2404-009-016)          | 3/21/16<br>#303169   | 0.70           | R1     | 109                | \$2,700,000   | \$89           |
| 8                                          | 11111 Cumpston St, North Hollywood<br>(APN 2350-003-061)      | 3/4/16<br>#239814    | 0.38           | R4     | 121                | \$3,800,000   | \$230          |



The San Fernando Valley land sales were included to provide evidence of high-density multi-family land sales in active apartment markets. No such sales could be identified in Ventura County. While a plethora of transactions have occurred in Los Angeles County, those selected were the most proximate to the subject's market, and represent similar per capital income levels and apartment rental rates. The populations surrounding the San Fernando Valley sales are significantly greater than the population surrounding the subject property. The population difference is considered a likely driver of heightened demand and, therefore, shorter absorption periods for any new development. As of this writing, the Downtown Oxnard market is untested with regard to high-density multi-family absorption.

### ***Market Value Conclusion***

Based on the preceding considerations, it was concluded that a reasonable **Fair Market Value** indicator for the subject, as of the date of value and subject to the Assumptions and Limiting Conditions, was **\$45.00**. Applying the concluded unit value of **\$45.00** per square foot to size of the subject parcel at **5,606** square feet results in a value of **\$252,000**, rounded.

### ***Reconciliation and Conclusion of Final Value***

Of the three methods used to determine the value of real estate, only one method, the Sales Comparison Approach, was considered viable for determining the market value of the subject.

The results of the individual approach was the estimated subject's **Fair Market Value** of the **Fee Simple** interest in the subject property. After consideration to all information contained in the report, it is the appraiser's opinion that the Fair Market Value of the **Fee Simple** interest in the subject property herein described, subject to the Assumptions and Limiting Conditions, as of **July 21, 2020**, was:

**\$252,000**

---

**ASSUMPTIONS AND LIMITING CONDITIONS:**

1. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
2. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
3. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
9. It is assumed that all required licenses, certificates of occupancy consents, or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
10. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
11. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
12. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the **possibility** of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a

qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

13. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
14. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the client without the prior written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
15. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
16. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony or be in attendance in court, or in any other governmental or other hearing with reference to the subject property unless specific arrangements have been previously made with the appraiser relative to such additional employment.

**SPECIAL ASSUMPTIONS AND LIMITING CONDITIONS:**

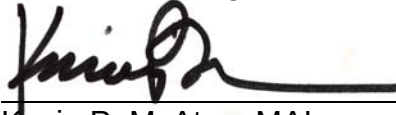
1. A soils report or environmental report specific to the subject property was not provided to the appraiser. The unavailability of this information requires the limiting condition that a precise determination of issues of soils condition are beyond the scope of investigation by the appraiser, and the assumption is made that there are no negative conditions related to the soil.
2. No title report was provided. I have assumed that no negative title issues exist which would impact the marketability or value of the subject property.

**CERTIFICATION:**

I certify that, to the best of my knowledge and belief:

1. The facts and data reported in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the assumptions and limiting conditions stated in this report, and are my personal, unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that are the subject of this report and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment is not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment was not contingent upon the developing or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. I have performed no other services, as an appraiser or in any other capacity, regarding the subject property that is the subject of this report within the three-year period immediately preceding accepting this assignment.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the current requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) as published by the Appraisal Foundation.
9. I have made a personal inspection of the property that is the subject of this report.
10. Emily McAtee of HOFFMAN, VANCE & WORTHINGTON provided significant professional assistance in the appraisal assignment. Ms. McAtee provided assistance in the compilation of property information, market data, and composing the report.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

13. The appraisers attest that they have the appropriate knowledge and experience to competently appraise the subject property.
14. As of the date of this report, Kevin P. McAtee has completed the requirements of the continuing education program of the Appraisal Institute.



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Kevin P. McAtee, MAI  
CA Certified General #AG014257

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July 21, 2020

Date



## **APPRAISER QUALIFICATIONS**

**KEVIN P. MCATEE, MAI**

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**Professional Background**

Over thirty years of real estate experience with knowledge and expertise in appraisal, feasibility analysis, finance, construction, management, and marketing of real estate.

**EXPERIENCE**

Principal HOFFMAN, VANCE AND WORTHINGTON, Inc. Firm specializes in management, valuation, and consulting: July, 1998 to Present

Owner of McATEE ASSOCIATES, Real Estate Appraising and Consulting: October, 1992 to 1998.

TOLD Corporation - Development Group, Oxnard, California: Asst. Vice President, Marketing, 1990 - 1992; Marketing Manager, 1989 - 1990; Development Manager, 1987 - 1989.

TOLD Real Estate Corporation, Ventura, California: Commercial Real Estate Brokerage, 1985 - 1987.

Charles Dunn Company, Los Angeles, California: Commercial Real Estate Brokerage, 1983 - 1985.

**EDUCATION BACKGROUND**

**Loyola Marymount University, Westchester, California**

B.S. Degree - Business Administration  
Emphasis in International Finance

**Appraisal Institute/International Right of Way Association**

Standards of Professional Practice - Part A  
Standards of Professional Practice - Part B  
Standards of Professional Practice - Part C  
Introduction to Appraising Real Estate  
Capitalization Theory & Technique - Part A  
Capitalization Theory & Technique - Part B  
Case Studies in Real Estate Valuation  
Report Writing & Valuation Analysis  
1996 Annual Litigation Seminar  
2000 Annual Litigation Seminar  
Condemnation Appraising: Advanced Topics and Applications  
Land Development Seminar  
Affordable Housing Valuation Seminar  
Eminent Domain Law  
Uniform Standards for Federal Land Acquisitions

## PROFESSIONAL LICENSES

Certified General Appraiser, State of California, License No. AG 014257  
Real Estate Broker, State of California, License No. 00857852

## PROFESSIONAL AFFILIATIONS

MAI Member of the Appraisal Institute, Membership (1996) No. 11124  
Board of Directors, Appraisal Institute, Ventura County Chapter (1995-1997)  
Past Member Project Area Committee, City of San Buenaventura Redevelopment Agency  
Board of Directors, Santa Barbara Channel Foundation  
Board of Directors, Ventura County Taxpayers Association  
Board of Directors, Museum of Ventura County  
Board of Directors, Holy Cross School at San Buenaventura Mission School Board

## PARTIAL CLIENT LIST

All Pacific Mortgage Company  
Allstate Life Insurance Company  
American Commercial Bank  
Bank of Ventura  
Bear Stearns  
Bloomfield Acceptance Company  
California Community Reinvestment Corporation  
California State University  
Calleguas Municipal Water District  
City of Camarillo  
City of Fillmore  
City of Irwindale  
City of Moorpark  
City of Oxnard  
City of Simi Valley  
City of Ventura  
City of Westlake Village  
California Coastal Conservancy  
Conejo Valley School District  
County of Ventura Public Works  
County of Ventura Department of Airports  
Cushman & Wakefield  
East-West Bank  
First California Bank  
Fortis, Inc.  
GNA  
Gladstone Group  
Guardian Life Insurance Company  
Hamner, Jewel & Associates  
Hardwick School District (State of New Jersey)  
Hueneme School District  
Industry Mortgage Company  
Kansas City Life Insurance Company  
Keystone Mortgage Company  
KL Associates  
Law Offices of Arnold, Back, Mathews, Wojkowski & Zirbel  
Law Offices of Burke, Williams & Sorensen, LLP

Law Offices of Ferguson Case Orr Paterson  
Law Offices of Gary Byron Roach  
Law Offices of Hatch & Parent  
Law Offices of Hill, Farrer & Burrill  
Law Offices of Jackson, DeMarco, Pechenpaugh  
Law Offices of Kane, Ballmer & Berkman  
Law Offices of Lascher & Lascher  
Law Offices of Lowthorpe, Richards, McMillan, Miller, Conway & Templeman  
Law Offices of Maho & Prentice  
Law Offices of McGilvray & Perez  
Law Offices of McClintock, Weston, Benshoof, Rochefort, Rubalcava & MacCuish  
Law Offices of Mullen & Henzell LLP  
Law Offices of Nordman, Cormany, Hair & Compton  
Law Offices of Norman, Dowler, Sawyer, Israel, Walker & Barton  
Law Offices of Nossaman, Guthner, Knox & Elliot LLP  
Law Offices of Rupp & Zimmer  
Law Offices of Saphier, Rein & Walden  
Law Offices of Stradling, Yocca, Carlson & Rauth  
Law Offices of Sullivan, Workman & Dee  
Lincoln Property Company  
Los Padres Bank  
Los Robles Bank  
Macerich Company  
Mid State Bank & Trust  
Midland Life Insurance Company  
MIG-Moir Mortgage Company  
Montague School District (State of New Jersey)  
Montecito Bank & Trust  
New York State Attorney General  
O'Connor & Company Securities  
Oxnard Unified School District  
Plumsted School District (State of New Jersey)  
Riverside Land Conservancy  
Santa Barbara Bank & Trust  
Southern California Edison Company  
Southwest Unified School District (State of Ohio)  
The Irvine Company  
The Nature Conservancy  
United States Navy  
United States Postal Service  
Ventura County Business Bank  
Ventura County Commerce Bank  
Vulcan Materials

#### **QUALIFIED EXPERT**

Los Angeles County Superior Court  
Ventura County Superior Court  
Ventura County Property Tax Appeals Board



**Harris & Associates®**

September 16, 2020

Mr. Luis A. Hernandez, Project Manager  
Many Mansions  
1259 E Thousand Oaks Blvd.  
Thousand Oaks, CA 91362

**FAIR REUSE VALUE ANALYSIS – 538 META STREET**

Dear Mr. Hernandez,

Harris & Associates (“Harris”) was retained by Many Mansions (“Developer”) to provide a Fair Reuse Value Analysis (“Analysis”) for the property located at 538 Meta Street, Oxnard, CA (“Property”). Pursuant to California Health and Safety Code (“H&SC”) Section 33433(b)(2), the fair reuse value is the value at the use and with the covenants and conditions and development costs authorized by the sale or lease. The City intends to enter into a Disposition and Development Agreement (“DDA”) with the Developer requiring the Property to be developed into a public park as a condition of conveyance.

Harris reviewed the City’s zoning code and researched market data and case studies relating to the reuse and value of similar properties in order to determine a market price. Below is a summary of Harris’ findings:

1. The dimensions of the property and setback requirements per the City’s zoning code make it non-conducive to commercial or residential development.
2. Harris does not believe the Cost or Income Approach to be effective measures of the market value of the Property as the Property does not contain improvements and will not generate any cash flows given the planned reuse as a public park. Furthermore, there were no comparable property sales given the planned reuse of the Property.
3. While the Analysis prepared by Harris is not a legal opinion, it appears that a legal precedent was set in a California Court of Appeal decision and it can be inferred that in the event publicly-owned property is transferred to a city for the sole purpose of developing a public park, **the market value of the property would be \$0.**

## SUBJECT PROPERTY

The Property is one single lot of vacant land located within the downtown area of the City on Meta Street between 5<sup>th</sup> and 6<sup>th</sup> Street. The parcel measures 5,606 square feet and is rectangular in shape, with approximately 25 linear feet of frontage on Meta Street. Table 1 below provides a detailed summary of the Property.

| Table 1                  |                         |
|--------------------------|-------------------------|
| Property Address         | 538 S. Meta Street      |
| Assessor's Parcel Number | 201-0-213-100           |
| Property Description     | Vacant Land             |
| Land Area (sq.ft.)       | 5,606                   |
| General Plan             | Downtown                |
| Zoning                   | DT-G (Downtown General) |
| Flood Hazard Zone        | Zone X                  |

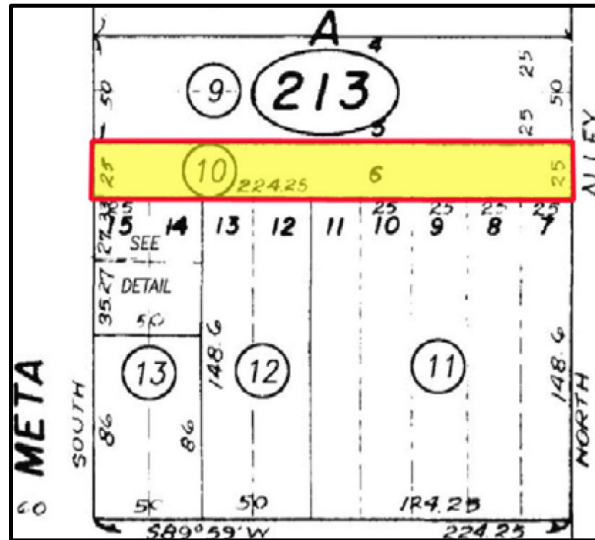
The property is zoned as DT-G (Downtown General), a designation that integrates residential and commercial land uses by permitting retail, office, and multi-family residential uses. Section 16-148 of the City of Oxnard's Downtown Code identifies DT-G allowable uses as multifamily dwellings, home-based businesses, live-work, public open space, recreational/commercial, and a mix of retail, service, and office uses, among other specified uses.

### Development Restrictions

Pursuant to the Downtown Code, Section 16-147.4, residential buildings in DT-G are required to have 10 to 15 feet of private primary street frontage, 10 to 15 feet of private side street frontage, 7 feet minimum of side yard, and 5 feet minimum of rear with alley. The Property measures 25 linear feet wide as shown in an Assessor parcel map provided on the following page as Figure A. Development of the property into residential use is likely not feasible due to the amount of setback required to provide minimum side yard as stipulated by the Downtown Code. Section 16-152 of the Downtown Code requires two side yard setbacks of 7 feet between the building and the side property line. The side yard requirement would reduce the buildable area from 25 feet wide to 11 feet wide, likely rendering the available buildable area unusable for residential use. Furthermore, the narrow width of the property and its location between adjacent, future housing developments make it non-conductive to commercial development.



Figure A



The City intends to enter into a DDA with the Developer requiring the Property to be developed into a public park as a condition of conveyance. Harris used Marshall & Swift Valuation Services to determine the costs associated with developing the Property into a public park or paseo. The total development costs are approximately \$40,000 based on average landscaping costs for a small residential area.

## FAIR REUSE VALUATION ANALYSIS

### Cost and Income Approach

The cost approach estimates the property value as the value of the underlying land and depreciated value of the improvements. Harris does not believe the cost approach to be an effective approach to valuation of the Property as the Property is vacant and contains no improvements. The income approach estimates the property value as the present value of future expected cash flows generated by the Property; however, the Property is currently vacant and will be restricted for use as a public park, so no cash flows will be generated.

### Sales Comparison Approach

The sales comparison approach estimates the market value for a property using recent sales data from other similar properties. Adjustments are made to reflect time, conditions, and other differences between the comparable properties and the subject property. Since the Analysis is a Fair Reuse Analysis, comparable sales would include the sale of parks or land designated or restricted for use as a park in order to conform with the planned use of the Property. Harris researched comparable property sales using CoStar, one of the largest providers of information, analytics and marketing services for the commercial real estate industry. Our search was primarily focused on sales that included recreational parks or paseos given the use restrictions that will be included in the DDA for the Property. There were no comparable property sales within a twenty (20) mile radius of the Property in the last five (5) years.

## Case Law

There has been a case related to the transfer of State-owned vacant property restricted for use as a public park in the City of Los Angeles. In California Court of Appeal *People ex rel. Dept. of Public Works v. City of L.A.*, the court reasoned that:

*“The value of land never is determined by what it would be worth to a purchaser if it were in fact subdivided for housing development (City of Los Angeles v. Hughes, 202 Cal. 731, 733-736 [262 P. 737]), or if some anticipated zone change were actually in effect. (People v. Dunn, supra, p. 642.) Rather, its value is determined by what a willing buyer would pay for it in its present condition. Its suitability for subdivision purposes and the prospect of a future change in zoning are merely matters which a buyer would consider in making a present offer.*

*To extend these considerations to the park land involved in the instant case, would be to reduce the market value criterion to an absurdity. To ask what a private buyer would pay for land which he could hold only as a public park, incapable of being sold, obviously would be a meaningless and useless question. It is self-evident that as a practical matter there could be no market for land dedicated to public park use, and, thus considered, the market value would be nil.”*

While the Analysis prepared by Harris is not a legal opinion, it appears that a legal precedent was set in this decision and it can be inferred that in the event publicly-owned property is transferred to a city for the sole purpose of developing a public park, the market value of the property would be \$0.

Please don't hesitate to contact us with any questions or comments. Thank you.

Sincerely,  
**Harris & Associates, Inc.**



**Hitta Mosesman**  
Senior Director, Community Economics + Housing Solutions  
(949)291-3729 ■ [Hitta.Mosesman@WeAreHarris.com](mailto:Hitta.Mosesman@WeAreHarris.com)



**Jordan Perez**  
Analyst, Strategic Advisory Services  
(714)392-9692 ■ [Jordan.Perez@WeAreHarris.com](mailto:Jordan.Perez@WeAreHarris.com)





# DOWNTOWN CODE

CITY OF OXNARD | 16 JULY 2019





## 16-147.4 Downtown General (DT-G) Zone



The Downtown General Zone consists of medium to large, attached and detached block-form and house-form buildings. Photos are illustrative.

### DT-G

#### A. Intent and Physical Character.

The Downtown General is characterized by a mix of non-residential ground floors frontages with shop-fronts and residential ground floors set back behind pedestrian-oriented frontages and resident/visitor access via dooryards, stoops, and spacious lobbies. Buildings are up to 106 feet when community benefits are included.

#### B. Sub-Zones. None.

#### C. Standards. These standards are required to generate and maintain the DT-G zone's physical character and range of uses.

##### 1. Site Design, Building Size and Massing.

Applicable to a new lot, new building, or addition(s).

- a. **Maximum Block Size:** 400 feet
- b. **New Lot Size:** See *Figure 16-147.4.A*.
- c. **Building Setbacks:** See *Figure 16-147.4.B*. Setbacks apply to all stories unless stated otherwise.
- d. **Ground Floor:** At least twelve feet tall in compliance with the private frontage requirements in *Table 16-152*.
- e. **Building Height:** See *Figure 16-147.4.C*.
- f. **Massing Requirements:** See *Figure 16-147.4.D*.
- g. **Architectural Style:** New buildings are required to be designed in one of the styles identified in *Section 16-157; Building Architecture Guidelines*. Additions are required to be designed in an allowed style where visible from the adjacent

a public street or when historic preservation requirements apply.

##### 2. Visitor/Pedestrian Access.

Applicable to new buildings, modification of street-facing façades or new upper floor(s).

- a. **Building Access:** Access to each building and ground floor space/dwelling is required from the sidewalk via the allowed frontages in *Table 16-152*. The maximum distance between entries on each building shall not exceed 50 feet.
- b. **Upper Floor Access:** Access to upper floor dwellings and commercial spaces is required from the street via shared courtyards, paseos, or a lobby.
- c. **Side Street Façades:** These façades must be designed to the same level of architectural treatment and materials as the front façade.

##### 3. Private Frontages. See *Table 16-150*.

Applicable to modification of or new construction of street-facing façades.

##### 4. Signage. See *Table 16-154*.

##### 5. Private Open Space. See *Table 16-152*.

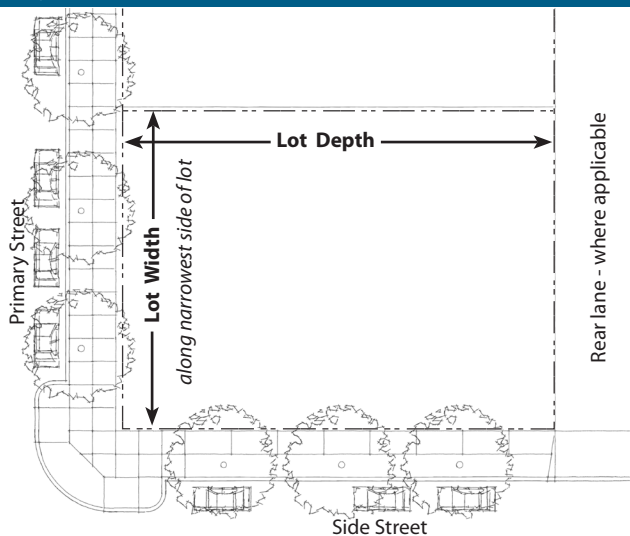
Applicable to new uses.

##### 6. Uses. See *Table 16-148*.

##### 7. Vehicular Access and Parking. See *Table 16-151*.

Applicable to modification of or new curb cuts, driveways, and parking areas.

**Lot Size in DT-G Zone**  
**Fig. 16-147.4.A**

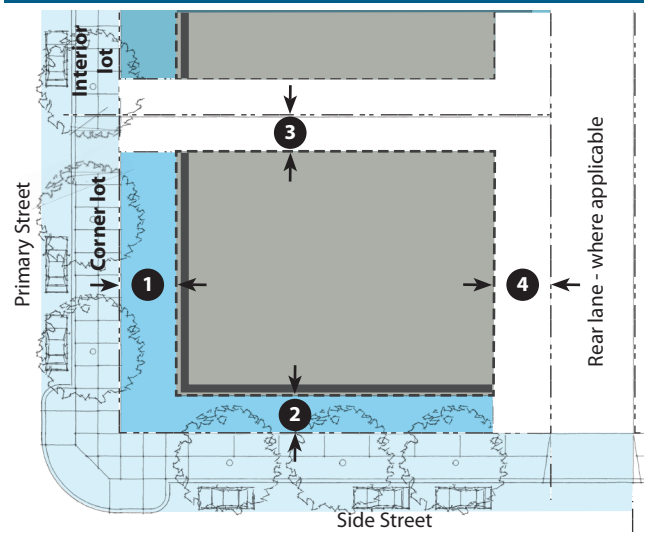


-- -- Property Line

|                                   | Min.           | Max. |
|-----------------------------------|----------------|------|
| <b>With Alley Access</b>          |                |      |
| Width (interior lot, other)       | 25'            | 200' |
| Width (corner lot)                | add 10% to min |      |
| Width (interior lot, SF attached) | 75'            | 160' |
| Width (interior lot, SF detached) | ---            | 150' |
| Depth                             | 100'           | 140' |
| <b>Without Alley Access</b>       |                |      |
| Width (interior lot)              | 50'            | 150' |
| Width (corner lot)                | add 10% to min |      |
| Depth                             | 90'            | 140' |

**Key** --- not allowed

**Building Placement in DT-G Zone**  
**Fig. 16-147.4.B**



-- -- Property Line

----- Setback Line

——— Build-to Line

■ Buildable Area

■ Private Frontage Required (See 16-150)  
Min frontage build-out along build-to line.

■ Public Frontage Guidelines  
(See 16-151)

|                                   | <b>Ground Floor</b>    |                     |
|-----------------------------------|------------------------|---------------------|
|                                   | <b>Non-Residential</b> | <b>Residential</b>  |
| ① Primary Street                  | 0' or 10'              | 10' to 15'          |
| ② Side Street                     | 0' to 10'              | 10' to 15'          |
| ③ Side Yard                       | 0'                     | min 7' <sup>1</sup> |
| ④ Rear with alley <sup>2</sup>    | min 5'                 | min 5'              |
| Rear without alley                | min 15'                | min 15'             |
| Amount of façade at build-to line | min 70%                | min 70%             |
| Roof deck setback from façades    | min 0'                 | min 0'              |

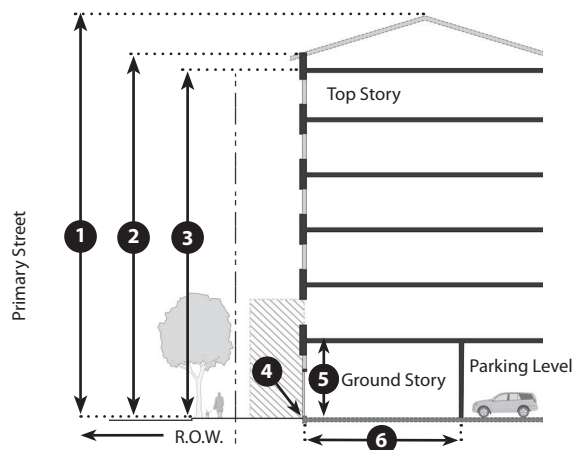
**Key** --- not allowed

#### Notes

<sup>1</sup> Minimum 10 feet for upper stories.

<sup>2</sup> Minimum 25 feet required between facing garages across an alley.

**Building Height in DT-G Zone**  
**Fig. 16-147.4.C**



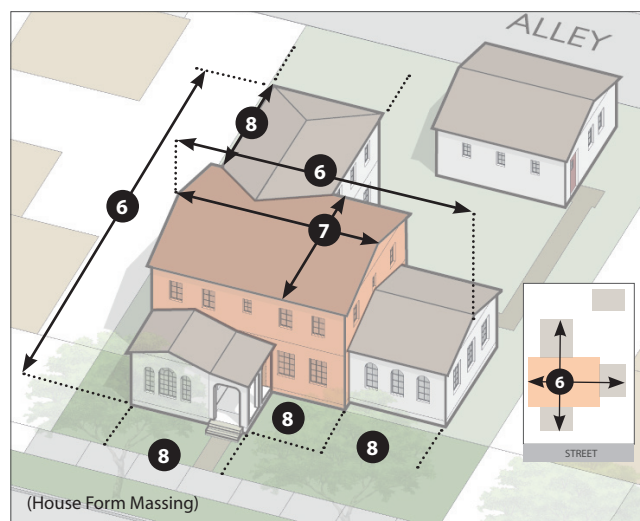
--- Property Line  
--- Setback Line

Private Frontage as allowed in Table 16-150

|                                                       |                                                            |                        |
|-------------------------------------------------------|------------------------------------------------------------|------------------------|
| 1 To highest top plate                                | 81' max.                                                   | 102' max. <sup>2</sup> |
| 2 To top of parapet of flat roof                      | 85' max.                                                   | 106' max. <sup>2</sup> |
| 3 To top of pitched roof above highest top plate      | 85' max.                                                   | 106' max. <sup>2</sup> |
| 4 Ground floor above grade at building setback line   | 0' min. (non-residential)<br>1.5 to 4' max. (residential.) |                        |
| 5 Ground story height                                 | 12' min. <sup>1</sup>                                      |                        |
| 6 Ground story depth                                  | 30' Min.                                                   |                        |
| 6 Overall Building dimension for house-form buildings | 100'                                                       |                        |
| 7 Primary Mass width or depth                         | 80' by 80'                                                 |                        |
| 8 Secondary Mass width or depth                       | 20'                                                        |                        |

Buildings that exceed 75' in length along a street are required to be organized into multiple town-scale volumes through façade articulation. See 16.156.B.

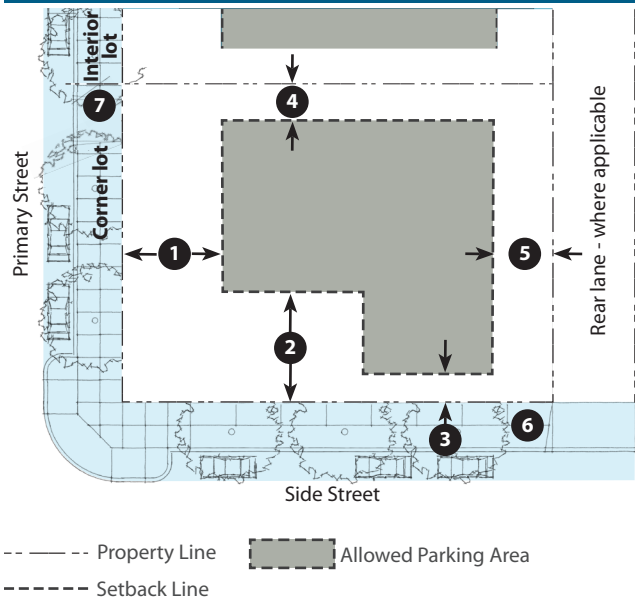
**Building Size & Massing Standards in DT-G Zone**  
**Figs. 16-147.4.D**



#### Notes

- <sup>1</sup> Where residential frontages allowed in Table 16-150, ground floor is required to be raised per private frontage standards.
- <sup>2</sup> Maximum available when one or more of the qualifying community benefits described in 16-145.2.L are included in the project.
- <sup>3</sup> The resulting ground floor along these breaks is required to be designed in compliance with Table 16-150 (Allowed Private Frontages).



**Parking and Vehicular Access Standards in DT-G Zone****Fig. 16-147.4.E****A. Parking Placement  
(Min. setbacks are in feet and are measured from each lot line)**

All new parking facilities or modifications to existing parking facilities are required to be in compliance with the following standards and the additional standards in *Section 16-149* (Parking Areas and Facilities).

**Setbacks<sup>1</sup>**

|                                              |                 |
|----------------------------------------------|-----------------|
| <b>1</b> Primary Street                      | 30'             |
| <b>2</b> Side Street, within 75' of front PL | 30'             |
| <b>3</b> Side street, 75' back from front PL | 5' <sup>2</sup> |
| <b>4</b> Side Yard                           | 5'              |
| <b>5</b> Rear (with or without alley)        | 5'              |

**B. On-Site Vehicular Access (feet)      Min - Max****Driveway Types and Min. Width<sup>3</sup>**

|                                                                                            |                                       |
|--------------------------------------------------------------------------------------------|---------------------------------------|
| <b>6</b> Side Street drive (not within 50 feet of front façade and when alley not present) | Residential:<br>12'                   |
| <b>7</b> Front drive (only within 25 feet of interior lot line)                            | Commercial:<br>18' 1-way<br>25' 2-way |

Alley access (Vehicular access shall be provided via a rear service lane for all lots less than 50 feet wide.)

**C. Required Parking (Min)**

|                                                            |                                                                                         |                                                                                                           |
|------------------------------------------------------------|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| Commercial (all)                                           | 1 space per 1,000 SF.                                                                   | Min. 50% of the req'd parking to be In-Lieu fee.                                                          |
| Residential (when private garages are provided)            | 1 space per unit for studios and 1-bedrooms; 2 spaces per unit with 2 or more bedrooms. |                                                                                                           |
| Residential - Multi-Family (shared parking/open structure) | 0.5 spaces per unit;<br>1.65 spaces per unit max.                                       | 0.5-0.99 parking spaces per unit pay In-Lieu fee. No In-Lieu fee if 1 parking space per unit is provided. |

**Loading Space:** Required when public alley or a loading space does not exist within 350' of the subject property.

**Motorcycle Parking:** Motorcycle parking shall be provided as required in 16-638(D).

**Notes**

<sup>1</sup> Fully-subterranean garages may extend to rear and side-yard lot lines. Semi-subterranean garages are subject to building setbacks.

<sup>2</sup> When parking is located within building, the building must respect this setback.

<sup>3</sup> Only for uses allowed in Table 16-148.





# CITY OF OXNARD PARKS & RECREATION MASTER PLAN

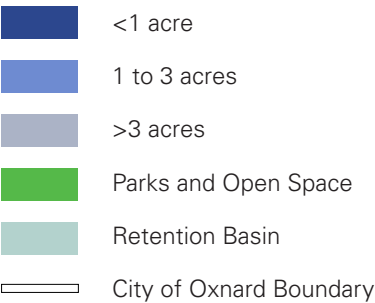
FEBRUARY 2021



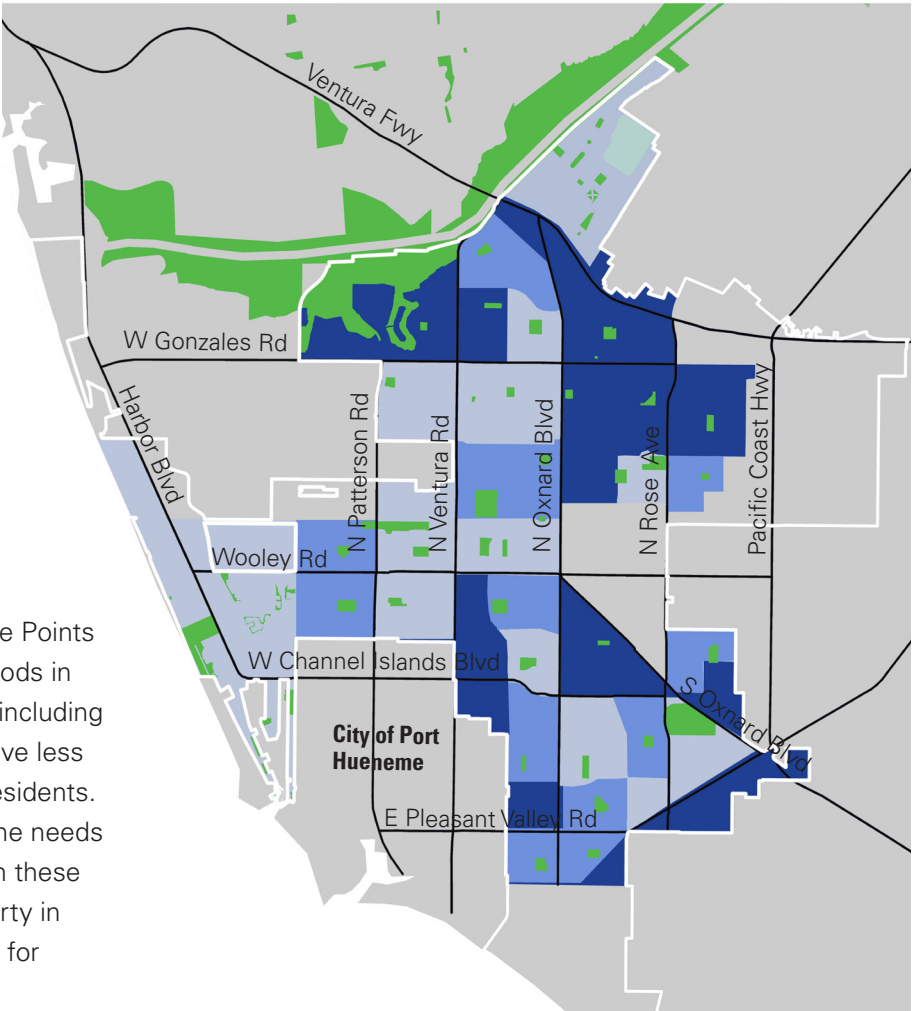


# Park Acres Per 1,000 Residents

Park Acres per 1,000 Residents by Block Groups

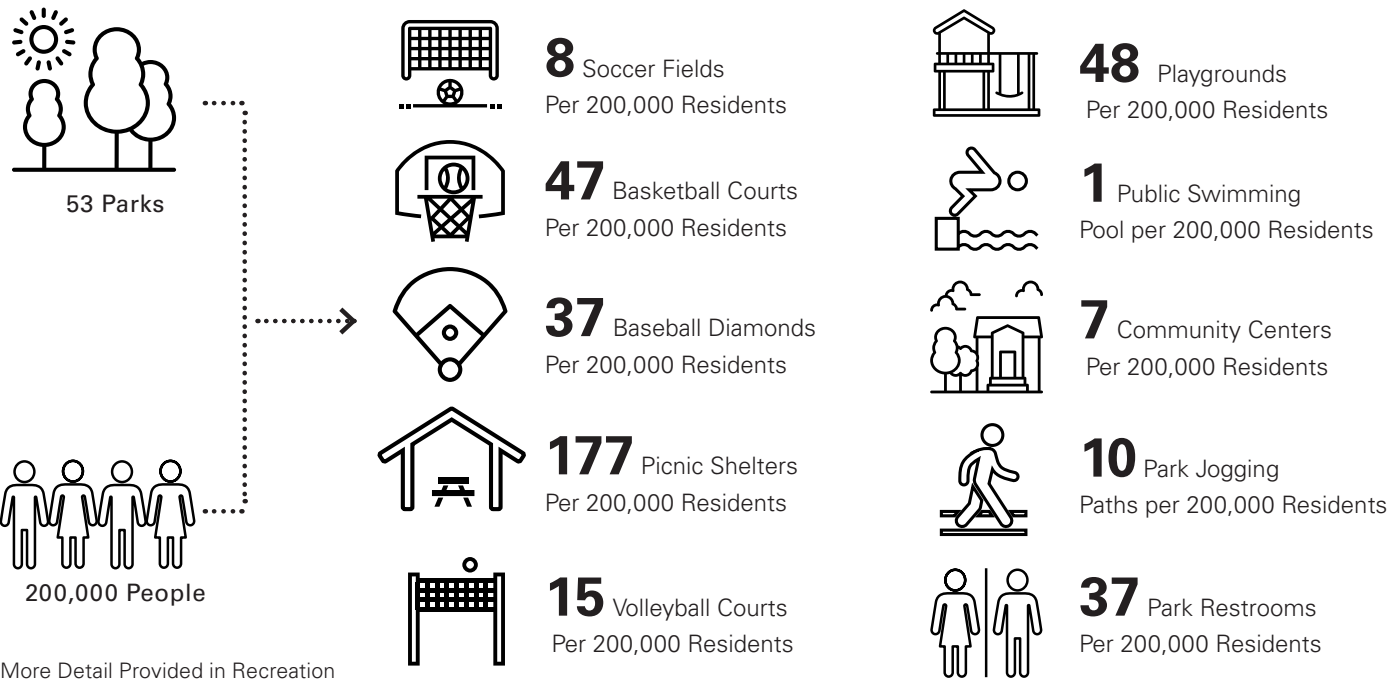


The city’s most significant gap is the Five Points neighborhood. Several other neighborhoods in the center and eastern edge of the city, including Tierra Vista, Mar Vista and Redwood, have less than one acre of park space per 1,000 residents. This is not enough park space to meet the needs of the city’s current population density in these areas. It is unknown at this time if property in these areas could be potentially secured for additional space.



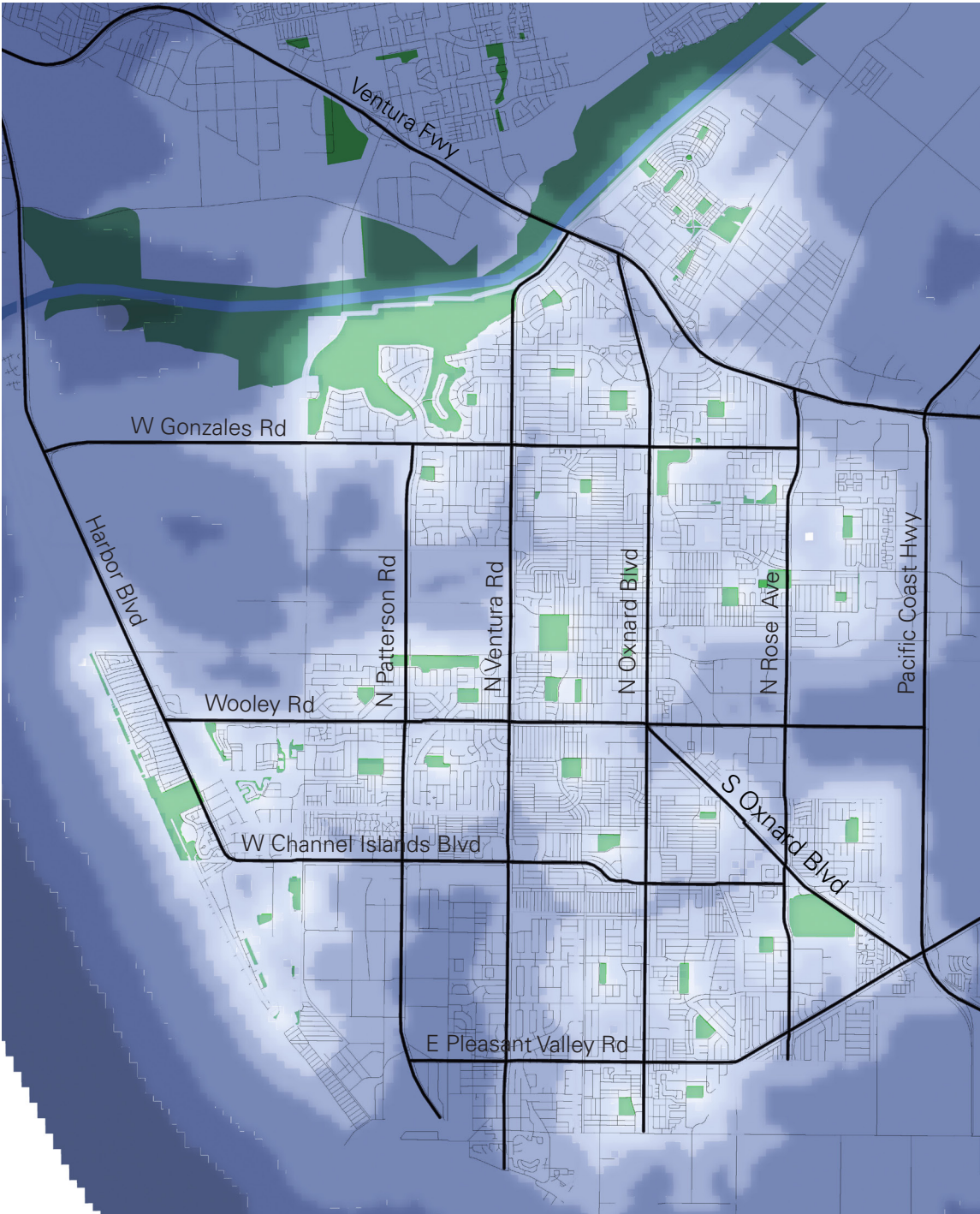
Source: [www.parksforcalifornia.org/parkaccess](http://www.parksforcalifornia.org/parkaccess)

## OXNARD PARK AMENITIES PER POPULATION STATISTICS



More Detail Provided in Recreation Comparison Table

PARK WALKABILITY FROM RESIDENTIAL COMMUNITIES



The majority of Oxnard’s neighborhoods are within a half a mile walk of a park. However, some communities in the southern regions of Oxnard are closer to one mile from a park. The neighborhoods that have a higher walk time to any major park should be considered first for new parks and recreation spaces.

| Park Walkability in Miles |                  |  |              |
|---------------------------|------------------|--|--------------|
|                           | 0' to 100'       |  | .5 to 1 mile |
|                           | 100' to 500'     |  | 1 to 3 miles |
|                           | 500' to .25 mile |  | 3 to 5 miles |
|                           | .25 to .5 mile   |  | 5+ miles     |

RECORDING REQUESTED BY:

Oxnard Community Development  
Commission Successor Agency  
Attn: Adam Smith, MPA, Project Manager  
City Manager's Office  
300 W. Third St, Fourth Floor  
Oxnard, CA 93030

WHEN RECORDED MAIL TO AND SEND  
TAX STATEMENTS TO:

Many Mansions  
Attn: Alexander Russell,  
Executive Vice President  
1259 E. Thousand Oaks Blvd.  
Thousand Oaks, CA 91362

---

SPACE ABOVE THIS LINE FOR RECORDING USE

Parcel Number(s): 201-0-213-100

OFFICIAL BUSINESS

Document Entitled to Free Recording  
Per California Government Code §27383

The undersigned Grantor declares:

Documentary Transfer Tax is: \$ \_\_\_\_\_ (County); City Tax is: \$ \_\_\_\_\_  
[ X ] computed on full value of property conveyed, or  
[   ] computed on full value less value of liens or encumbrances remaining at time  
of sale,  
[   ] Unincorporated area; [ X ] City of Oxnard.

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Oxnard Community Development Commission Successor Agency, a public body, corporate and politic, herein called the “**Grantor**”, hereby grants to Many Mansions, a California nonprofit corporation, herein called the “**Grantee**”, the real property described in Attachment 1 attached hereto (the “**Property**”) and incorporated herein by this reference, subject to the existing easements, restrictions and covenants of record described therein and consistent with the obligations of the Grantee and the Grantor under the hereinafter defined PSA.

1. **Conveyance in Accordance with Purchase and Sale Agreement.** The Property is conveyed in accordance with and subject to that certain Purchase and Sale Agreement, dated as of \_\_\_\_\_, 2022, and entered into by and between the Grantor (the “Seller”

therein) and the Grantee (the “Purchaser” therein) (the “**PSA**”), a copy of which is on file in the offices of the City Clerk of the City of Oxnard (the “**City**”) as a public record and which is incorporated herein by this reference. “PSA” as used herein shall mean, refer to and include the PSA, as well as any riders, exhibits, addenda, implementation agreements, amendments and attachments thereto or other documents expressly incorporated by reference in the PSA. Any capitalized term not herein defined shall have the same meaning ascribed to such term in the PSA. All of the terms, covenants and conditions of this Grant Deed (this “**Grant Deed**”) shall be binding upon the Grantee and the successors and assigns of the Grantee to the Property, or any portion thereof or any interest therein. Whenever the term “Grantee” is used in this Grant Deed, such term shall include any other successors and assigns as herein provided.

2. **Uses.** In accordance with the PSA and the plans approved by the City, the Grantee shall develop and construct on the Property a pocket park, to be made available to the public subject to reasonable closing hours and related health and safety restrictions similar to public parks operated by the City (the “**Project**”). The Grantee hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property or any portion thereof or any interest therein, that upon the date of this Grant Deed and until the 55<sup>th</sup> anniversary thereof, the Grantee shall develop, maintain, use and devote the Property to the Project including, without limitation, complying with all applicable operational and maintenance covenants, covenants reserved for the benefit of the City and the public, this Grant Deed, and Project plans approved by the City. All uses conducted on the Property, including, without limitation, all activities undertaken by the Grantee pursuant to the PSA, shall conform to the PSA, plans approved by the City, and all applicable provisions of the Oxnard Municipal Code. The foregoing covenants shall run with the land.

3. **Restrictions on Transfer.** The Grantee further agrees as follows:

A. For the period commencing upon the date of this Grant Deed until completion of construction of the pocket park, no voluntary or involuntary successor in interest of the Grantee shall acquire any rights, interests or powers under this Grant Deed, nor shall the Grantee make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property without the prior written approval of the Grantor, which shall not be unreasonably withheld, conditioned or delayed.

B. Notwithstanding the foregoing, written approval of the Grantor shall not be required for a transfer by the Grantee to a limited partnership in which the Grantee, or a single purpose limited liability company wholly owned by the Grantee, is the general partner.

C. The Grantee shall not place or suffer to be placed on the Property any lien or encumbrance other than mortgages, deeds of trust, or any other form of conveyance required for financing of the construction of the required improvements on the Property and any other expenditures necessary and appropriate to develop and operate the Property pursuant to the PSA.

4. **Nondiscrimination.** The Grantee herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that there



shall be no discrimination against or segregation of, any person or group of persons on account of race, religion, creed, color, national origin, ancestry, handicap, sex, sexual orientation, marital status, age or any other protected classification in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the Grantee itself or any person claiming under or through the Grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land.

The Grantee shall refrain from restricting the rental, sale or lease of the Property on the basis of race, religion, creed, color, national origin, ancestry, handicap, sex, sexual orientation, marital status, age or any other protected classification of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

A. In deeds: “The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

Notwithstanding the above paragraph, with respect to familial status, the above paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in the above paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall also apply to the above paragraph.

B. In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

“That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of

the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased.”

Notwithstanding the above paragraph, with respect to familial status, the above paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in the above paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the California Government Code shall apply to the above paragraph.

C. In contracts: “There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees of the land.”

5. **Violations Do Not Impair Liens.** No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest permitted herein; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner’s title was acquired by foreclosure, deed *in lieu* of foreclosure, trustee’s sale or otherwise.

6. **Covenants Run with Land.** All covenants contained in this Grant Deed shall be covenants running with the land.

7. **Covenants for Benefit of Grantor.** All covenants without regard to technical classification or designation, legal or otherwise, shall be, to the fullest extent permitted by law and equity, binding for the benefit of the Grantor, its successors and assigns, and such covenants shall run in favor of, and be enforceable by, the Grantor, its successors and assigns, against the Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of the Property or portion thereof, for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor, its successors and assigns, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

The covenants contained in this Grant Deed shall remain in effect as follows:

A. The covenants pertaining to the Project as set forth in Section 2 above shall remain in effect until the date that is 55 years after the date of recordation of this Grant Deed.

B. The covenants pertaining to transfer requirements as set forth in Section 3 above shall remain in effect until the completion of construction of all required improvements on the Property.

C. The covenants against discrimination, as set forth in Section 4 above, shall remain in effect in perpetuity.

8. **Revisions to Grant Deed.** Both the Grantor, its successors and assigns, and the Grantee and the Grantee's successors and assigns in and to all or any part of the fee title to the Property shall have the right with the mutual consent of the Grantee and the Grantor to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, or restrictions contained in this Grant Deed without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Property. However, the Grantee is obligated to give written notice to and obtain the consent of any first mortgagee prior to consent or agreement between the parties hereto concerning such changes to this Grant Deed.

9. **Right of Reverter.** The Grantor shall have the right, at its option, to re-enter and take possession of the Property conveyed by the Grantee to the Grantor, with all improvements thereon, and terminate and revert in the Grantor the estate theretofore conveyed to the Grantee, and the Grantee shall thereupon forfeit its title to the Property and all improvements thereon if, after conveyance of title, the Grantee (or its successors in interest):

(a) Following City issuance of a building permit therefor, fails to proceed with the construction of such improvements for a period of three years, after written notice thereof from the Grantor.

(b) Abandons or substantially suspends construction of such improvements for a period of three months after written notice of such abandonment or suspension from the Grantor.

(c) Transfers or suffers any involuntary transfer of the Property, or any part thereof, in violation of this Grant Deed.

(d) Following the completion of the Project, the Property becomes unavailable to the public as a pocket park for a period of three months, except in cases beyond the control of the Grantee, including but not limited to closures due to pandemics, wars and similar causes, after written notice of such failure from the Grantor.

(e) Following the completion of the Project, the Grantee (or its successors in interest) fails to maintain adequately the Project, or otherwise adhere to the requirements of the covenants contained herein, for a period of three months, after written notice of such failure from the Grantor.

Such right to re-enter, repossess, terminate and revest shall be subject to and be limited by and shall not defeat, render invalid, or limit:

(i) Any mortgage, deed or trust or other security instrument permitted by this Grant Deed.

(ii) Any rights or interests provided in this Grant Deed for the protection of the holder of such mortgages, deeds of trust or other security instruments.

Upon the revesting in the Grantor of title to the Property as provided herein, the Grantor shall, pursuant to its responsibilities under State law, use its best efforts to resell the Property or part thereof as soon and in such manner as the Grantor shall find feasible and consistent with the objectives of such law to a qualified and responsible party or parties (as determined by the Grantor), who will assume the obligation of making or completing the improvements, or such improvements in their stead as shall be satisfactory to the Grantor and in accordance with the uses specified for such Property herein, which may or may not require the use of the Property for the Project, at the Grantor's sole and absolute discretion. Upon such resale of the Property, the proceeds thereof shall be applied:

(x) First, to reimburse the Grantor for all reasonable and necessary costs and expenses incurred by the Grantor, including but not limited to, salaries of personnel employed or utilized in connection with the recapture, management and resale of the Property or part thereof (but less any income derived by the Grantor from the Property or part thereof in connection with such management); all taxes, assessments and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charges during the period of ownership to such taxes, assessments or charges (as determined by the Grantor's assessing official) as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge to prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Grantee, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the Property or party thereof; and any amounts otherwise owing the Grantor by the Grantee and its successor or transferee; and

(y) Second, to reimburse the Grantee, its successor or transferee up to the amount equal to (1) the sum of the final purchase price paid to the Grantor by the Grantee for the Property; (2) the costs incurred for the development of the Property and for the improvements existing on the Property at the time of the re-entry and repossession, less (3) any gains or income withdrawn or made by the Grantee from the Property or the improvements thereon.

(z) Finally, any balance remaining after such reimbursements shall be retained by the Grantor as its property.

To the extent that the rights established herein involve a forfeiture, it must be strictly interpreted against the Grantor, the party for whose benefit the right of reverter is created. The right of reverter and other rights established herein are to be interpreted in light of the fact that such right is expressly authorized by applicable provisions of law and in light of the fact that the Grantor is conveying the Property to the Grantee for development of the Project as set forth in the PSA and not for speculation.

10. **No Merger.** None of the terms, covenants, agreements or conditions heretofore agreed upon in writing in other instruments between the parties to this Grant Deed with respect to obligations to be performed, kept or observed by the Grantee or the Grantor in respect to the Property or any part thereof after the conveyance of said Property shall be deemed to be merged with this Grant Deed.

**IN WITNESS WHEREOF**, the Grantor and the Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized this \_\_\_\_ day of \_\_\_\_\_, 2022.

**“GRANTOR”**

**OXNARD COMMUNITY DEVELOPMENT  
COMMISSION SUCCESSOR AGENCY,**  
a public body, corporate and politic

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
KANE, BALLMER & BERKMAN  
Successor Agency Special Counsel

The Grantee hereby accepts the written deed, subject to all of the matters hereinbefore set forth.

**“GRANTEE”**

**MANY MANSIONS**, a California nonprofit corporation

By: \_\_\_\_\_  
Rick Schroeder, President  
Dated: \_\_\_\_\_



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

State of California )  
County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

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

State of California )  
County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

ATTACHMENT 1  
LEGAL DESCRIPTION

[behind this page]

**SUMMARY REPORT PURSUANT TO SECTION 33433 OF THE  
CALIFORNIA HEALTH AND SAFETY CODE ON  
THE PURCHASE AND SALE AGREEMENT OF 538 META ST  
(APN 201-0-213-130) BY AND BETWEEN  
THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY AND  
MANY MANSIONS**

**I. INTRODUCTION**

The California Health and Safety Code (Code), Section 33433, requires that if a successor of a former redevelopment agency wishes to sell or lease property to which it holds title and if that property was acquired in whole or in part with property tax increment funds, the successor must first secure approval of the proposed sale or lease agreement from its local legislative body after a public hearing. Section 33433 also requires a copy of the proposed sale or lease agreement and a summary report that describes and contains specific elements of the proposed transaction to be available for public inspection prior to the public hearing. As contained in the Code, the following information shall be included in the summary report:

1. The cost of the agreement to the successor agency, including land acquisition costs, clearance costs, relocation costs, the costs of any improvements to be provided by the successor agency, plus the expected interest on any loans or bonds to finance the agreement;
2. The estimated value of the interest to be conveyed or leased, determined at the highest and best use permitted under the redevelopment plan;
3. The estimated value of the interest to be conveyed or leased, determined at the use and with the conditions, covenants, and development costs required by the sale or lease. If the sale price is less than the fair market value of the interest to be conveyed, determined at the highest and best use consistent with the redevelopment plan, then the agency shall provide as part of the summary an explanation of the reasons for the difference; and
4. An explanation of why the sale of the property will assist in the elimination of blight

This report outlines the salient parts of the Purchase and Sale Agreement (Agreement) to be entered into by and between the Oxnard Community Development Commission Successor Agency (Successor Agency) and Many Mansions for the sale of the subject property located at 538 Meta St (Property). This report is being prepared because property tax increment funds from the former Redevelopment Agency of the City of Oxnard, the Oxnard Community Development Commission (CDC), were used to acquire the parcels.

The following summary report is based upon information in the proposed Agreement and is organized into the following five sections:

1. **Summary of the proposed Agreement** – This section includes a description of the Property, the proposed development, and the major responsibilities of the Successor Agency and Many Mansions.
2. **Cost of the Agreement to the Successor Agency** – This section outlines the cost of the Agreement to the Successor Agency for costs that have been funded with property tax increment funds. It presents the terms of the sale of the Property and sets forth the net cost of the Agreement to the Successor Agency.
3. **Estimated value of the interest to be conveyed** – This section summarizes the value of the Property to be sold to Many Mansions.
4. **The estimated value of interest to be conveyed as determined at use and with conditions required by sale and explanation for any difference in price if the sale price is less than fair market value** – This section contains a comparison of the purchase price and the fair market value at the highest and best use consistent with the redevelopment plan for the interests conveyed.
5. **Elimination of blight** – Explanation of why the sale will assist in the elimination of blight.

## II. SUMMARY OF THE PROPOSED AGREEMENT

### *The Property*

The Successor Agency owns certain real property in the City of Oxnard (City), identified as Parcel I-1 in the Successor Agency's Long-Range Property Management Plan (LRPMP), as amended. Acquired by the CDC on May 18, 1990 for downtown revitalization purposes, the real Property is assigned assessor parcel number 201-0-213-100.

Upon the dissolution of Redevelopment in California, the Property was listed on the LRPMP and designated for disposition. The Property is currently a vacant lot.

| APN           | Property Size |
|---------------|---------------|
| 201-0-213-100 | 5,628 sq. ft  |

### *Project Description*

The area in which the Property is located is referred to as the Downtown area. In September 2019, the City adopted a new zoning district plan, referred to as the Downtown Code. This new zoning replaced the existing zoning designations with three new zones for all properties within the Downtown boundaries. These new zones are DT-C (Downtown Core), DT-G (Downtown General), and DT-E (Downtown Edge). According to the City's Downtown Code, each new zone will incorporate community benefits. These include public parking, public open space, affordable

housing, and exceptional architecture.

The Property is narrow, approximately twenty-five feet wide, and extends from Meta Street through the alley on the east side.

Many Mansions proposes acquiring and developing the Property for a pocket park development (Project). The Project will be an integral part of a larger affordable housing development that will serve extremely low- and low-income households earning up to 60% of Area Median Income. The Project will further the goals and objectives of the Redevelopment Plan and its Implementation Plan for the redevelopment project area and the Downtown Code.

Many Mansions has the experience and capability to plan, design, engineer, finance, market, and develop the Project on the Property.

The purchase price for the Property shall be \$1 (Purchase Price), as the Project will be a pocket park that will provide residents of the neighborhood and the public a place to gather and recreate. Many Mansions will be responsible for the capital costs to construct the park and ongoing maintenance costs.

### **III. COST OF THE AGREEMENT TO THE SUCCESSOR AGENCY**

After a review of the available records, Successor Agency staff was not able to determine how much the CDC paid for the Property in 1990.

A condition precedent to conveyance of the Property to Many Mansions is that the Successor Agency removes, or causes the removal of, a fence installed across the Property, all cars, and a wood pile on the Property. The estimated cost to the Successor Agency of this removal is \$3,000.

The Successor Agency bears the staffing costs associated with authoring this report, the Agreement, and other supporting documentation.

Many Mansions will be responsible for paying for all closing costs and related items such as:

- Any and all state, county, or city documentary stamps or transfer taxes pertaining to the Seller's conveyance of the Property;
- The base escrow fee, plus any additional requested or customary costs;
- The premium for the owner's policy of title insurance for the Property;
- All recording fees; and
- Ad valorem taxes, if any, upon the Property after conveyance, or ad valorem taxes, if any, upon this Agreement, or any rights thereunder, before or after the conveyance of title.

#### **IV. ESTIMATED VALUE OF THE INTEREST TO BE CONVEYED**

Section 33433 requires an agency to identify the value of the interests being conveyed at the highest and best uses allowed by the Redevelopment Plan. The most recent estimate of the Property's fair market value is \$252,000, as determined in a July 21, 2020 Appraisal Report prepared by a Certified General Appraiser.

#### **V. THE ESTIMATED VALUE OF INTEREST CONVEYED AS DETERMINED AT USE AND WITH CONDITIONS REQUIRED BY SALE**

The Redevelopment Plan states that a goal of the former agency was to eliminate and prevent the spread of blight and deterioration, and the conservation and rehabilitation of the area in accordance with the City's General Plan and Specific Plans.

The Project will satisfy that goal, secured by a Grant Deed within the Agreement that will require Many Mansions to develop and construct a pocket park on the Property, to be made available to the public subject to reasonable closing hours and related health and safety restrictions similar to public parks operated by the City.

The estimated value of the interest to be conveyed as determined at use and with conditions required by the sale is \$1, the Purchase Price as listed in the Agreement.

The Property is to be sold to Many Mansions at its estimated value as determined at a use and with conditions required by the sale (\$1) rather than its estimated fair market value (\$252,000) because of Many Mansions' planned Project to develop and construct a pocket park on the Property, to be made available to the public subject to reasonable closing hours and related health and safety restrictions similar to public parks operated by the City, secured by a Grant Deed, the stated goals for the preservation, conservation, and creation of open space in the Redevelopment Plan and its Implementation Plan and the new Downtown Code, and the need for more open space in the Five Points neighborhood of the City, of which the Property is a part, according to the City's Parks and Recreation Master Plan.

#### **VI. ELIMINATION OF BLIGHT**

Blighted properties decrease surrounding property values, erode the health of local housing markets, pose safety hazards, and reduce local tax revenue. Currently, the Property is a vacant lot in Downtown Oxnard. The construction of the Project will seek to transform the area by providing residents of the neighborhood and the public a place to gather and recreate in green space.

Parks and protected public lands are proven to improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and provide a place for children and families to connect with nature and recreate outdoors.



Generally, the construction of parks and open space improves residents' health, raises property values, and unifies and makes communities safer.<sup>1</sup>

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<sup>1</sup> "Why Parks and Recreation are Essential Public Services," *National Recreation and Park Association*, <https://www.nrpa.org/uploadedFiles/nrpa.org/Advocacy/Resources/Parks-Recreation-Essential-Public-Services-January-2010.pdf>.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD (1) MAKING FINDINGS AND TAKING ACTION PURSUANT TO THE PROVISIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 33431 AND 33433; (2) APPROVING: (A) THE SALE AND TRANSFER OF CERTAIN REAL PROPERTY FROM THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY TO MANY MANSIONS; (B) ENTRY BY THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY AND MANY MANSIONS INTO A PROPOSED PURCHASE AND SALE AGREEMENT; AND (C) A GRANT DEED TO EFFECTUATE SAID PURCHASE AND SALE OF REAL PROPERTY; AND (3) APPROVING RELATED ACTIONS

WHEREAS, Assembly Bill No. X1 26 (2011-2012 1st Ex. Sess.) (referred to herein as the “Dissolution Act”) was signed by the Governor of California on June 28, 2011, making certain changes to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (the “Redevelopment Law”) and to the California Health and Safety Code (“H&S Code”) including adding Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) (“Part 1.85”) to Division 24 of the H&S Code; and

WHEREAS, on December 29, 2011, the California Supreme Court delivered its decision in *California Redevelopment Association v. Matosantos*, finding the Dissolution Act largely constitutional and reformed certain deadlines set forth in the Dissolution Act; and

WHEREAS, pursuant to the Dissolution Act, as modified by the California Supreme Court on December 29, 2011 by its decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the Oxnard Community Development Commission (the “Former CDC”), were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, the City Council of the City of Oxnard adopted Resolution 14,135 on January 10, 2012, pursuant to Part 1.85 of the Dissolution Act, accepting for the City of Oxnard (the “City”) the role of Successor Agency to the Former CDC (the “Successor Agency”); and

WHEREAS, the Successor Agency is a separate legal entity with rules and regulations that apply to the governance and operations of the Successor Agency; and

WHEREAS, the Dissolution Act was amended by Assembly Bill No. 1484 on June 27, 2012, which, among other things, imposed procedures for the Successor Agency’s disposition of

certain Former CDC-owned real property including the required preparation of a Long Range Property Management Plan (the “LRPMP”) specifying the use and disposition of all such property and for the required approval of the LRPMP by the California Department of Finance (the “DOF”). The Dissolution Act has since been further amended by Assembly Bill No. 1585, Senate Bill No. 341, Assembly Bill No. 471, Assembly Bill No. 1793, Assembly Bill No. 1963, Senate Bill No. 684, Senate Bill No. 107, and Assembly Bill No. 346; and

WHEREAS, pursuant to the Dissolution Act, each successor agency shall have an oversight board with fiduciary responsibilities to holders of enforceable obligations and to the taxing entities that benefit from distributions of property taxes and other revenues pursuant to H&S Code Section 34188; and

WHEREAS, the oversight board was established for the Successor Agency (the “Oversight Board”) and all seven members thereof were appointed to the Oversight Board pursuant to H&S Code Section 34179. The duties and responsibilities of the Oversight Board are primarily set forth in H&S Code Sections 34179 through 34181; and

WHEREAS, pursuant to H&S Code Section 34191.5(b), on November 29, 2013, the Successor Agency prepared and submitted to the DOF for approval its LRPMP, as approved by the Oversight Board, that addressed the disposition and use of certain real properties of the Former CDC. On November 5, 2015, the Successor Agency prepared and submitted to the DOF for approval a revised LRPMP, as approved by the Oversight Board, that addressed the disposition of certain parcels of the Former CDC, as described in the revised LRPMP; and

WHEREAS, the DOF, by letter dated December 31, 2015, issued its determination on the LRPMP, as revised, approving the Successor Agency’s use and disposition of all the properties listed in the LRPMP. The DOF’s letter acknowledges the Successor Agency’s submittal of its LRPMP on November 29, 2013 and the revised LRPMP on November 5, 2015; and

WHEREAS, subdivision (j) of H&S Code Section 34179 created a single, countywide oversight board, effective July 1, 2018, for each county’s successor agencies; and

WHEREAS, the Ventura County Consolidated Oversight Board has been established in accordance with H&S Code Section 34179 to approve the actions of Ventura County’s successor agencies, pursuant to H&S Code Section 34180, and to direct those successor agencies, pursuant to H&S Code Section 34181; and

WHEREAS, among the properties approved for disposition is the Successor Agency-owned real property located at 538 Meta Street, identified as Parcel I-1 in the LRPMP, and assigned assessor parcel number 201-0-213-100 (the “Property”); and

WHEREAS, the Successor Agency and Many Mansions, a California nonprofit corporation (“Many Mansions”), desire to enter into a Purchase and Sale Agreement (the “Agreement”), pursuant to which Many Mansions is to acquire the Property for the development

of a pocket park, to be made available to the public (the “Project”). The Agreement provides for the Successor Agency to sell and transfer the Property to Many Mansions for a purchase price of \$1 (the “Purchase Price”); and

WHEREAS, in order to expeditiously wind down the business and fiscal affairs of the Former CDC, the Successor Agency desires to sell and transfer to Many Mansions fee title to the Property through a proposed grant deed (the “Grant Deed”); and

WHEREAS, the Agreement contains all the provisions, terms and obligations required by State and local law, and Many Mansions represents that it possesses the qualifications necessary to develop the Project as set forth in the Agreement, all of which will be in accordance with the purposes and objectives of the Redevelopment Law; and

WHEREAS, pursuant to Sections 33431 and 33433 of the Redevelopment Law, the Successor Agency is authorized, with the consent of the City Council, to sell or lease for development pursuant to the applicable redevelopment plan property of the Successor Agency acquired in whole or in part, directly or indirectly, with tax increment moneys, such as the Property; and

WHEREAS, a copy of the Agreement and a summary of this transaction (which by this reference is incorporated herein as if set forth in full at this point) setting forth all of those matters required by the provisions of Sections 33431 and 33433 of the Redevelopment Law have been available for public inspection; and

WHEREAS, notice of the hearing to consider the Agreement was given in the manner required by law; and

WHEREAS, at said public hearing, the City Council received and considered a staff report (the “Staff Report”) (which by this reference is incorporated herein as if set forth in full at this point) and testimony; and

WHEREAS, the activity proposed for approval by this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act (“CEQA”), the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 *et seq.*, and the City’s environmental evaluation procedures; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the City Council of the City of Oxnard, DOES HEREBY RESOLVE as follows:

SECTION 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

SECTION 2. The City Council has received and heard all oral and written objections to the Successor Agency's proposed sale and transfer of the Property to Many Mansions for the Purchase Price, in accordance with the terms and conditions set forth in the Agreement and pursuant to the LRPMP, and to other matters pertaining to this transaction, and that all such oral and written objections are hereby overruled.

SECTION 3. The Successor Agency's proposed sale and transfer of the Property to Many Mansions for the Project will assist in the elimination of blight or provide housing for low- or moderate-income persons.

SECTION 4. The Agreement is consistent with the implementation plan adopted pursuant to Section 33490 of the Redevelopment Law.

SECTION 5. The consideration from Many Mansions for the Property is not less than the fair reuse value at the use and with the covenants and conditions and development costs authorized by the sale or lease.

SECTION 6. The City Council hereby approves the Successor Agency's entry into the Agreement and the sale and transfer of the Property to Many Mansions for the Purchase Price, in accordance with the terms and conditions set forth in the Agreement, and pursuant to the authority of the LRPMP.

SECTION 7. The City Council hereby approves the Agreement, in substantially the form as the Agreement attached to the Staff Report, that effectuates the Successor Agency's disposition of the Property to Many Mansions.

SECTION 8. The City Council hereby approves the Grant Deed, in substantially the form as the Grant Deed attached to the Staff Report, that effectuates the Successor Agency's disposition of the Property to Many Mansions.

SECTION 9. The City Council hereby authorizes and directs the City Manager of the City, or designee, (i) to take all actions and to execute any and all documents, instruments, and agreements necessary or desirable on behalf of the City, as approved by the City Manager of the City or City Special Counsel, including, without limitation, the Agreement and the Grant Deed, in order to effectuate the terms and conditions of the Agreement, (ii) to effectuate all other actions approved by this Resolution, including, without limitation, approving changes, implementations, or revisions to documents, instruments, and agreements as determined necessary by the City Manager, or designee; and (iii) to administer the City's obligations, responsibilities, and duties to be performed pursuant to this Resolution and all documents, instruments, and agreements required by and for the sale and transfer of the Property from the Successor Agency to Many Mansions.

SECTION 10. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, then such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application,

and to this end the provisions of this Resolution are severable. The City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

SECTION 11. The adoption of this Resolution is not intended to and shall not constitute a waiver by the City Council of any constitutional, legal or equitable rights that the City may have to challenge, through any administrative or judicial proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Law, any determinations rendered or actions or omissions to act by any public agency or government entity or division in the implementation of the Dissolution Law, and any and all related legal and factual issues, and the City expressly reserves any and all rights, privileges, and defenses available under law and equity.

SECTION 12. This Resolution shall take effect upon the date of its adoption.

APPROVED AND ADOPTED, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
John C. Zaragoza, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Rose Chaparro, City Clerk

By: \_\_\_\_\_  
Stephen M. Fischer, City Attorney



**CDCSA RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE GOVERNING BOARD OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, APPROVING, AND RECOMMENDING TO THE VENTURA COUNTY CONSOLIDATED OVERSIGHT BOARD APPROVAL OF: (1) ENTRY BY THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY INTO A PROPOSED PURCHASE AND SALE AGREEMENT WITH MANY MANSIONS; (2) A GRANT DEED TO EFFECTUATE SAID PURCHASE AND SALE OF REAL PROPERTY; (3) THE REMITTANCE OF THE NET PURCHASE PRICE PROCEEDS RECEIVED BY THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY AFTER CLOSE OF ESCROW TO THE VENTURA COUNTY AUDITOR-CONTROLLER FOR DISPOSITION TO TAXING ENTITIES; AND (4) RELATED ACTIONS

WHEREAS, Assembly Bill No. X1 26 (2011-2012 1st Ex. Sess.) (referred to herein as the “Dissolution Act”) was signed by the Governor of California on June 28, 2011, making certain changes to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (the “Redevelopment Law”) and to the California Health and Safety Code (“H&S Code”) including adding Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) (“Part 1.85”) to Division 24 of the H&S Code; and

WHEREAS, on December 29, 2011, the California Supreme Court delivered its decision in *California Redevelopment Association v. Matosantos*, finding the Dissolution Act largely constitutional and reformed certain deadlines set forth in the Dissolution Act; and

WHEREAS, pursuant to the Dissolution Act, as modified by the California Supreme Court on December 29, 2011 by its decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the Oxnard Community Development Commission (the “Former CDC”), were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, the City Council of the City of Oxnard adopted Resolution 14,135 on January 10, 2012, pursuant to Part 1.85 of the Dissolution Act, accepting for the City of Oxnard (the “City”) the role of Successor Agency to the Former CDC (the “Successor Agency”); and

WHEREAS, the Successor Agency is a separate legal entity with rules and regulations that apply to the governance and operations of the Successor Agency; and

WHEREAS, the Dissolution Act was amended by Assembly Bill No. 1484 on June 27, 2012, which, among other things, imposed procedures for the Successor Agency's disposition of certain Former CDC-owned real property including the required preparation of a Long Range Property Management Plan (the "LRPMP") specifying the use and disposition of all such property and for the required approval of the LRPMP by the California Department of Finance (the "DOF"). The Dissolution Act has since been further amended by Assembly Bill No. 1585, Senate Bill No. 341, Assembly Bill No. 471, Assembly Bill No. 1793, Assembly Bill No. 1963, Senate Bill No. 684, Senate Bill No. 107, and Assembly Bill No. 346; and

WHEREAS, pursuant to the Dissolution Act, each successor agency shall have an oversight board with fiduciary responsibilities to holders of enforceable obligations and to the taxing entities that benefit from distributions of property taxes and other revenues pursuant to H&S Code Section 34188; and

WHEREAS, the oversight board was established for the Successor Agency (the "Oversight Board") and all seven members thereof were appointed to the Oversight Board pursuant to H&S Code Section 34179. The duties and responsibilities of the Oversight Board are primarily set forth in H&S Code Sections 34179 through 34181; and

WHEREAS, pursuant to H&S Code Section 34191.5(b), on November 29, 2013, the Successor Agency prepared and submitted to the DOF for approval its LRPMP, as approved by the Oversight Board, that addressed the disposition and use of certain real properties of the Former CDC. On November 5, 2015, the Successor Agency prepared and submitted to the DOF for approval a revised LRPMP, as approved by the Oversight Board, that addressed the disposition of certain parcels of the Former CDC, as described in the revised LRPMP; and

WHEREAS, the DOF, by letter dated December 31, 2015, issued its determination on the LRPMP, as revised, approving the Successor Agency's use and disposition of all the properties listed in the LRPMP. The DOF's letter acknowledges the Successor Agency's submittal of its LRPMP on November 29, 2013 and the revised LRPMP on November 5, 2015; and

WHEREAS, subdivision (j) of H&S Code Section 34179 created a single, countywide oversight board, effective July 1, 2018, for each county's successor agencies; and

WHEREAS, the Ventura County Consolidated Oversight Board (the "VCCOB") has been established in accordance with H&S Code Section 34179 to approve the actions of Ventura County's successor agencies, pursuant to H&S Code Section 34180, and to direct those successor agencies, pursuant to H&S Code Section 34181; and

WHEREAS, among the properties approved for disposition is the Successor Agency-owned real property located at 538 Meta Street, identified as Parcel I-1 in the LRPMP, and assigned assessor parcel number 201-0-213-100 (the "Property"); and

WHEREAS, the Successor Agency and Many Mansions, a California nonprofit corporation (“Many Mansions”), desire to enter into a Purchase and Sale Agreement (the “Agreement”), pursuant to which Many Mansions is to acquire the Property for the development of a pocket park, to be made available to the public (the “Project”). The Agreement provides for the Successor Agency to sell and transfer the Property to Many Mansions for a purchase price of \$1 (the “Purchase Price”); and

WHEREAS, in order to expeditiously wind down the business and fiscal affairs of the Former CDC, the Successor Agency desires to sell and transfer to Many Mansions fee title to the Property through a proposed grant deed (the “Grant Deed”); and

WHEREAS, the Agreement contains all the provisions, terms and obligations required by State and local law, and Many Mansions represents that it possesses the qualifications necessary to develop the Project as set forth in the Agreement, all of which will be in accordance with the purposes and objectives of the Redevelopment Law; and

WHEREAS, pursuant to Sections 33431 and 33433 of the Redevelopment Law, the Successor Agency is authorized, with the consent of the City Council, to sell or lease for development pursuant to the applicable redevelopment plan property of the Successor Agency acquired in whole or in part, directly or indirectly, with tax increment moneys, such as the Property; and

WHEREAS, a copy of the Agreement and a summary of this transaction (which by this reference is incorporated herein as if set forth in full at this point) setting forth all of those matters required by the provisions of Sections 33431 and 33433 of the Redevelopment Law have been available for public inspection; and

WHEREAS, notice of the hearing to consider the Agreement was given in the manner required by law, and a joint public hearing has been held by this Governing Board and the City Council; and

WHEREAS, at said joint public hearing, the Successor Agency received and considered a staff report (the “Staff Report”) (which by this reference is incorporated herein as if set forth in full at this point) and testimony, and the City Council authorized the Successor Agency to sell and transfer the Property to Many Mansions for the Purchase Price; and

WHEREAS, the Successor Agency and Many Mansions entered into an exclusive negotiation agreement dated as of November 17, 2020 regarding the proposed sale of the Property, and so long as such sale is completed by December 31, 2022, California Government Code Section 54234(b)(1) and Surplus Land Act Guidelines Section 103(b)(2) provide that the sale is not subject to the requirements of AB 1486 and must comply with the Surplus Land Act as it existed on December 31, 2019; and

WHEREAS, the activity proposed for approval by this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act (“CEQA”), the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 *et seq.*, and the City’s environmental evaluation procedures, and it has been determined to comply with CEQA; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the Governing Board of the Oxnard Community Development Commission Successor Agency, DOES HEREBY RESOLVE as follows:

SECTION 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

SECTION 2. The Governing Board has received and heard all oral and written objections to the Successor Agency’s proposed sale and transfer of the Property to Many Mansions for the Purchase Price, in accordance with the terms and conditions set forth in the Agreement and pursuant to the LRPMP, and to other matters pertaining to this transaction, and that all such oral and written objections are hereby overruled.

SECTION 3. The Successor Agency’s proposed sale and transfer of the Property to Many Mansions for the Project will assist in the elimination of blight or provide housing for low- or moderate-income persons.

SECTION 4. The Agreement is consistent with the implementation plan adopted pursuant to Section 33490 of the Redevelopment Law.

SECTION 5. The consideration from Many Mansions for the Property is not less than the fair reuse value at the use and with the covenants and conditions and development costs authorized by the sale or lease.

SECTION 6. The Governing Board hereby approves, and recommends to the VCCOB the approval of, the Successor Agency’s entry into the Agreement and the sale and transfer of the Property to Many Mansions for the Purchase Price, in accordance with the terms and conditions set forth in the Agreement, and pursuant to the authority of the LRPMP.

SECTION 7. The Governing Board hereby approves, and recommends to the VCCOB the approval of, the Agreement, in substantially the form as the Agreement attached to the Staff Report, that effectuates the Successor Agency’s disposition of the Property to Many Mansions.

SECTION 8. The Governing Board hereby approves, and recommends to the VCCOB the approval of, the Grant Deed, in substantially the form as the Grant Deed attached to the Staff Report, that effectuates the Successor Agency’s disposition of the Property to Many Mansions.

SECTION 9. The Governing Board hereby authorizes and directs, and recommends to the VCCOB that it authorize and direct, the Executive Director, or designee, to remit to the Ventura County Auditor-Controller's Office for distribution to the taxing entities in accordance with H&S Code Section 34191.5(c)(2)(B) the net purchase price proceeds that are received by the Successor Agency after the close of escrow for the Successor Agency's sale and transfer of the Property to Many Mansions in accordance with the terms and conditions set forth in the Agreement, and in accordance with the LRPMP.

SECTION 10. The Governing Board hereby finds that so long as the sale of the Property is completed by December 31, 2022, it is not subject to the requirements of AB 1486 and must comply with the Surplus Land Act as it existed on December 31, 2019.

SECTION 11. The Governing Board hereby authorizes and directs, and recommends to the VCCOB that it authorize and direct, the Executive Director, or designee, (i) to take all actions and to execute any and all documents, instruments, and agreements necessary or desirable on behalf of the Successor Agency, as approved by the Executive Director of the Successor Agency or Successor Agency Special Counsel, including, without limitation, the Agreement and the Grant Deed, in order to effectuate the terms and conditions of the Agreement, (ii) to remit the net purchase price proceeds for the Property received from Many Mansions by the Successor Agency after the close of escrow to the Ventura County Auditor-Controller's Office for distribution to the taxing entities in accordance with H&S Code Section 34191.5(c)(2)(B), (iii) to effectuate all other actions approved by this Resolution, including, without limitation, approving changes, implementations, or revisions to documents, instruments, and agreements as determined necessary by the Executive Director, or designee; and (iv) to administer the Successor Agency's obligations, responsibilities, and duties to be performed pursuant to this Resolution and all documents, instruments, and agreements required by and for the sale and transfer of the Property from the Successor Agency to Many Mansions.

SECTION 12. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, then such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Governing Board declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

SECTION 13. The adoption of this Resolution is not intended to and shall not constitute a waiver by the Governing Board of any constitutional, legal or equitable rights that the Successor Agency may have to challenge, through any administrative or judicial proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Law, any determinations rendered or actions or omissions to act by any public agency or government entity or division in the implementation of the Dissolution Law, and any and all related legal and factual issues, and the Successor Agency expressly reserves any and all rights, privileges, and defenses available under law and equity.

SECTION 14. This Resolution shall take effect upon the date of its adoption.

APPROVED AND ADOPTED, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
John C. Zaragoza, Chairperson

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Rose Chaparro, Secretary

By: \_\_\_\_\_  
Stephen M. Fischer, General Counsel



# Public Hearing: Successor Agency and Many Mansions Purchase and Sale Agreement

City Council

July 28, 2022

Adam Smith, Project Manager



## RECOMMENDATION

2

That the Oxnard Community Development Commission Successor Agency adopt a Resolution Approving Proposed Purchase and Sale Agreement With Many Mansions; a Grant Deed; and Remittance of the Net Purchase Price Proceeds to The Ventura County Auditor-Controller For Disposition to Taxing Entities; and (4) Related Actions.”

That the City Council:

1. Conduct a public hearing pursuant to California Health and Safety Code section 33433; and
2. Adopt a Resolution Making Findings Pursuant To The Provisions Of California Health And Safety Code 33433; Approving The Sale And Transfer Of Property From The O Successor Agency To Many Mansions; Entry Into Proposed Purchase And Sale Agreement and Grant Deed; and Approving Related Actions.”

## BACKGROUND

- Over many years, the City’s former redevelopment agency, the Community Development Commission (CDC), purchased multiple properties in downtown Oxnard for downtown revitalization purposes
- On February 1, 2012, redevelopment in California came to an end
- The former CDC was prohibited from entering into new contracts or commitments (the Dissolution Law)
- Due to the economic downturn in the late 2000’s, and subsequent Dissolution Law, redevelopment in Downtown Oxnard came to a halt



Location of 7  
remaining Successor  
Agency Parcels

## EXCLUSIVE NEGOTIATING AGREEMENT

- On November 17, 2020, the Successor Agency entered into an Exclusive Negotiating Agreement (ENA) with Many Mansions
- ENA considered the parcel located at 538 S. Meta Street (the Property)
- After approval was received from the Successor Agency, staff brought the ENA agreement before the Ventura County Consolidated Oversight Board (Oversight Board) for approval on November 18, 2020, which was granted.
- Staff then forwarded the agreement and all relevant documentation to the DOF for final approval, which was received on December 17, 2020.



Location of the Property

**Project:** Pocket park, accessible to the public and maintain by the developer.

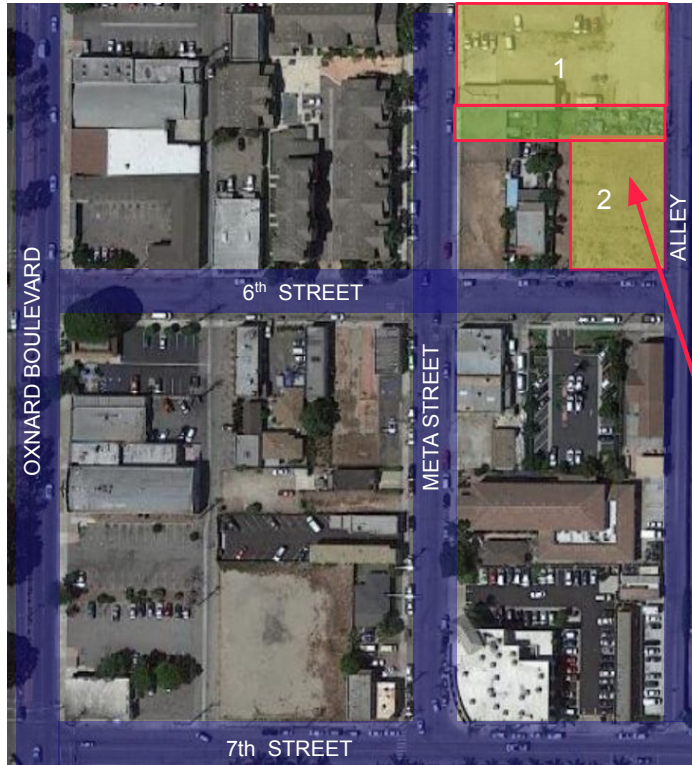
 = Many Mansions other Affordable Housing Developments

## 538 S META ST (the PROPERTY)

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- The Property bisects Many Mansion's existing properties at 217-235 East 6th St and 536 Meta St
- 217-235 East 6th Street is under construction for an 87-unit mixed-use affordable housing development known as the Central Terrace Apartments.
- Many Mansions is obtaining permits for 536 Meta Street for a 88-unit affordable housing development known as Aspire Apartments.





- Many Mansions  
Aspire Apartments**
- 88 units, 100% Affordable
  - 1,768 SF of common/commercial space

- Many Mansions  
Central Terrace Apartments**
- 87 units, 100% Affordable
  - 2,375 SF of common/commercial space



## Location of the Property

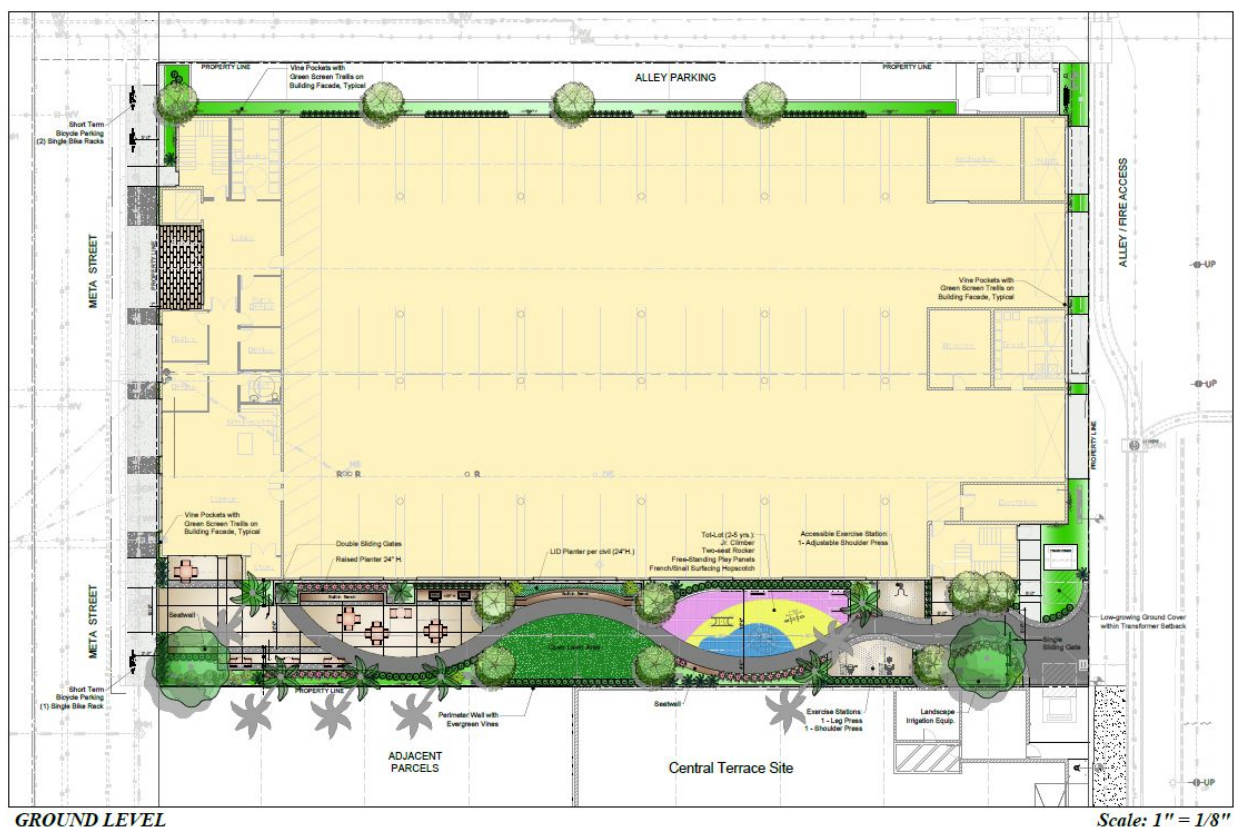
- Property is narrow, approximately twenty-five feet wide
- Many Mansions plans to acquire the Property develop a pocket park consistent with the Downtown Code

 = Many Mansions' other Affordable Housing Developments

- Including the Property in the design of these projects is extremely practical, as the parameters of the site (e.g., small and narrow) make it difficult for anything else to be developed
- Sale of the Property will reduce blight and improve the neighborhood by creating a paseo and community pocket park that will be open to the public and be developed, managed, and maintained by Many Mansions

## 538 S META ST (PROPERTY) - RENDERING

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- During the term of the ENA, staff and representatives from Many Mansions negotiated a PSA for the sale of the Property
- In July 2020, Successor Agency staff had an appraisal completed on the Property
- The appraisal report stated that "only one land sale in the Downtown was available from which to discern current land values...and that a secondary set of sale comparables was included in the appraisal...that included parts of Los Angeles County"
- The appraisal determined the Fair Market Value of the Property to be two hundred and fifty-two thousand dollars (\$252,000)

- However, in September 2020, Many Mansions commissioned a third-party to produce a Fair Reuse Value Analysis of the Property
- A Fair Reuse Value Analysis informs the estimated market value for the development of a property based on the planned reuse of that property
- The report concluded that the Property's market value is zero dollars (\$0)
- This conclusion was based primarily on an analysis of the Property's dimensions, its use as a future public pocket park and Downtown Code zoning requirements

- The Fair Reuse Value Analysis summed up its conclusion by stating that the dimensions of the Property and setback requirements per section 16-147.4 of the Downtown Code make the Property non-conducive to commercial or residential development
- Further, the Property does not contain improvements and will not generate any cash flows given the planned reuse as a public pocket park
- Finally, the Analysis found that there were no comparable property sales given the planned reuse of the Property

## PARKS AND RECREATION MASTER PLAN

- The Parks Master Plan seeks to guide decision-making for the future development and management of the City's parks, recreation facilities, beaches, and open spaces
- The Parks Master Plan identifies the Five Points neighborhood, where the Property is located, as the City's most significant gap in park acres per one thousand (1,000) residents, with less than one (1) acre per 1,000 residents
- The Parks Master Plan states that the City "should consider acquiring some of the vacant lots in these areas to develop into parks, when and if resources become available"
- Development of this site for a park is consistent with the Parks Master Plan

A summary of the terms of the PSA and accompanying Grant Deed, which secures the Property as a future public pocket park maintained by Many Mansions, is summarized on the following slides

PSA:

- Proposed Purchase Price: \$1
- Escrow Opening Date: upon approval of PSA by DOF
- Escrow Closing Date: on or before December 30, 2022
- Escrow conditions
- Closing Costs

## Grant Deed:

- Use: Many Mansions shall develop and construct on the Property a pocket park, to be made available to the public subject to reasonable closing hours and related health and safety restrictions similar to public parks operated by the City
- Covenants Run with the Land
- Term: In effect until the date that is 55 years after the date of recordation
- Right of Reverter

## 33433 REPORT

- Required by California Health and Safety Code Section 33433
- Before any successor agency-owned property, acquired in whole or in part, with tax increment money, is sold for development according to the redevelopment plan, the legislative body shall first approve the sale or lease by resolution after a public hearing
- Section 33433 requires staff to submit a summary report of the sale agreement

- There is no possibility that the proposed disposition of the Property would have a significant effect on the environment
- Environmental impacts associated with the development of the Aspire Apartments project, including the public pocket park, were analyzed as part of the entitlement process
- Development and uses associated with the future development of the public pocket park as part of the mixed-use project were determined to be exempt under CEQA
- Subsequent improvement to the property will be separately examined in accordance with CEQA

## FINANCIAL IMPACT

- The sale price of the Property will be for the Fair Reuse Value of one dollar (\$1)
- Many Mansions will be paying all closing costs and related items, including base escrow fee, plus any additional requested or customary costs, the premium for the owner's policy of title insurance for the Property, recording fees, and taxes
- Per the redevelopment Dissolution Law, net proceeds from the sale of the Property would be transferred to the Ventura County Auditor-Controller for distribution to the other County taxing entities
- There is no impact on the City's General Fund

That the Oxnard Community Development Commission Successor Agency adopt a Resolution Approving Proposed Purchase and Sale Agreement With Many Mansions; a Grant Deed; and Remittance of the Net Purchase Price Proceeds to The Ventura County Auditor-Controller For Disposition to Taxing Entities; and (4) Related Actions.”

That the City Council:

1. Conduct a public hearing pursuant to California Health and Safety Code section 33433; and
2. Adopt a Resolution Making Findings Pursuant To The Provisions Of California Health And Safety Code 33433; Approving The Sale And Transfer Of Property From The O Successor Agency To Many Mansions; Entry Into Proposed Purchase And Sale Agreement and Grant Deed; and Approving Related Actions.”





THE END



## CITY COUNCIL AGENDA REPORT

### PUBLIC HEARINGS AGENDA ITEM NO. L.2

**DATE:** July 28, 2022

**TO:** City Council

**FROM:** Vyto Adomaitis, Community Development Director, (805) 385-7882, vyto.adomaitis@oxnard.org

**SUBJECT:** Utility Easement Vacation; Planning and Zoning (PZ) Permit No. 22-660-01- A Resolution to vacate a thirty-eight (38) foot wide utility easement, totaling approximately 33,409 square feet located at 2700 and 2750 North Ventura Road, Oxnard, CA 93033 (APN 132-0-100-095 & 132-0-100-085). (0/5/5)

### RECOMMENDATION

That the City Council:

1. Conduct a public hearing;
2. Find the project Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3); and
3. Adopt a Resolution to vacate its right, title and interest in a thirty-eight (38) foot wide utility easement, totaling approximately 33,409 square feet.
4. Authorize the Mayor to sign a Quitclaim Deed releasing City authority and/or rights to the access utility easement at such time that the appeal of the Fore Apartments project has been resolved in a manner that would allow the Fore Apartments project to move forward as proposed.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video:

<https://youtu.be/6LanPFAEOoM>

### BACKGROUND

#### Fore Apartment at RiverPark

On December 11, 2019, the City received a development application for a Development Design Review (DDR) Permit to allow for the development of the 333-unit apartment project (Fore Project). This application was dependent upon an amendment to the RiverPark Specific Plan (RPSP). The amendment to the RPSP was approved by the City Council on April 5, 2022. The amendment allowed for an increase in the maximum number of units allowed within the specific plan area, by allowing for high density housing in three new locations. The project represents the first development in one of those three project locations. As a result, the DDR Permit was able to move forward under the amended RPSP. On May 23, 2022, the Community Development Director approved a Development Design Review Permit for the construction of the Fore Project. Subsequent to the Fore Project approval an appeal of the Community Development Director decision was filed on May 31, 2022. The appeal is still pending, however City Council may proceed with the requested actions as they only authorize the City Manager to enter into the agreements, subject to final negotiations. The utility easement would not be vacated until the appeal has been resolved, in a manner that would allow the Fore Project to move forward as proposed.

The property located at 2700 and 2750 North Ventura Road, consists of two parcels which are currently vacant, as shown in Attachment 1. The easement, as shown in Attachment 5 Exhibit A, was initially granted to the City, for the purpose of allowing for the placement of utilities. As noted above, on May 23, 2022, the Community Development Director approved a Development Design Review Permit for the Fore Apartments at RiverPark project. As a condition of approval of the project, the Applicant was required to request the vacation of the subject public utility easement. In exchange for the vacation of the 38 foot utility easement, the Applicant was conditioned to provide a 16-foot public dedication, along with a new public sidewalk easement, if needed.

On June 2, 2022, the Planning Commission reviewed the request to acquire the Access Road and to vacate the thirty-eight (38) foot wide utility easement, totaling approximately 33,409 square feet, along the frontage of the two parcels located at 2700 and 2750 North Ventura Road for General Plan conformance as required by California Government Code Section 65402(a). The Planning Commission determined the proposed acquisition of the access road and vacation of the utility easement would be consistent with the goals, policies and objectives of the City's adopted 2030 General Plan and adopted Planning Commission Resolutions 2022-25 (Attachment 2), and 2022-26 .

On June 21, 2022, the City Council considered three items related to the Fore Project. These included a Maintenance Agreement For Access Road (Agreement Number A-8481), a State Highway Relinquishment Agreement (Agreement Number A-8482), and a resolution declaring its intention to vacate its right, title and interest in a thirty-eight (38) foot wide utility easement (the subject action). At the June 21, 2022 meeting the City Council granted the City Manager or designee the authority to finalize the negotiations and execute the two agreements (A-8481 and A-8482) related to the acquisition of the access road. The City Council also adopted Resolution 15,599 (Attachment 4), declaring its intention to conduct the required proceedings for vacation of the subject easement and directed the City Clerk to schedule a noticed public hearing no less than fifteen days after the Council's initiation of the vacation proceedings, to be held on July 28, 2022. The adoption of Resolution 15,599 by the City Council is in accordance with the Streets and Highways Code Section 8320 which requires the City Council to review the Street Vacation request and adopt a Resolution of intention to vacate the right-of-way. The City Council is then required to direct the City Clerk to schedule a public hearing not less than 15 days after the initiation of proceedings in accordance with Streets and Highways Code Section 8320(b)(2). The staff report for the June 21, 2022 City Council meeting has been included as Attachment 3.

## **ANALYSIS AND DISCUSSION**

The process for a right-of-way vacation is outlined in the Streets and Highways Code Section 8320. Pursuant to Streets and Highways Code Section 8320, a right-of-way vacation request involves a two-step process. The first step, which occurred on June 21, 2022, requires the City Council to review the right-of-way vacation request and adopt a resolution of intention to vacate the right-of-way. The second step involves a noticed public hearing and the adoption of a resolution to vacate the property by the City Council. In accordance with Streets and Highways Code Section 8320(b)(2), the date of the public hearing shall not be less than 15 days after the initiation of proceedings which means that the earliest the City Council could have scheduled a public hearing to consider the right-of-way vacation at a regular City Council meeting was for July 28, 2022.

The easement vacation map is included as Attachment 5, Exhibit A. Vacating the thirty-eight (38) foot wide utility easement, totaling approximately 33,409 square feet, along the frontage of the two parcels located at 2700 and 2750 North Ventura Road will not alter public safety, convenience, and public welfare. As the Fore Apartments at RiverPark project is conditioned to provide a 16-foot Public Right-of-Way dedication, there will be sufficient spaces provided for the placement of public utilities within the new and existing Public Right of Way. Lastly, the proposal for the vacation of this easement was reviewed by the City staff as part of the Fore Apartment at RiverPark project and the easement was found to no longer be needed, with the new dedication.

The proposed vacation should be reviewed in the interest of safety, convenience, and public welfare, and not for the sole benefit of the property owner. Additionally, all property vacations are to be reviewed for conformance with the General Plan. As previously mentioned, the easement vacation was reviewed by the Planning Commission who determined the appropriateness of the easement vacation on June 2, 2022.

## **ENVIRONMENTAL REVIEW**

Pursuant to California Environmental Quality Act (Public Resources Code Sections 21000 et seq., "CEQA") and the

regulations promulgated thereunder (14 California Code of Regulations Sections 15000 et seq., the “CEQA Guidelines”), it can be seen with certainty that there is no possibility that the proposed vacation of the thirty-eight (38) foot wide utility easement, totaling approximately 33,409 square feet, along the frontage of the two parcels located at 2700 and 2750 North Ventura Road would have a significant effect on the environment (CEQA Guidelines Section 15061(b)(3), and staff recommends that the City Council accept a Notice of Exemption as part of the noticed public hearing. All physical improvements and environmental impacts associated with the development of the residential project, were analyzed as part of the entitlement process, and the development and uses associated with the residential project were determined to be covered under the RiverPark EIR (FEIR 00-03) and subsequent addenda. Any subsequent improvement to the property will be separately examined in accordance with CEQA.

## **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 fiscal impact associated with the vacation of this easement.

## **COMMITTEE OUTCOME**

This item did not originate in Committee. The Easement Vacation General Plan Conformity Determination was reviewed by and a recommendation was forwarded by the Planning Commission on June 2, 2022. On June 21, 2022, the City Council adopted Resolution 15,599 declaring its intention to vacate a thirty-eight (38) foot wide utility easement, totaling approximately 33,409 square feet, along the frontage of the two parcels located at 2700 and 2750 North Ventura Road.

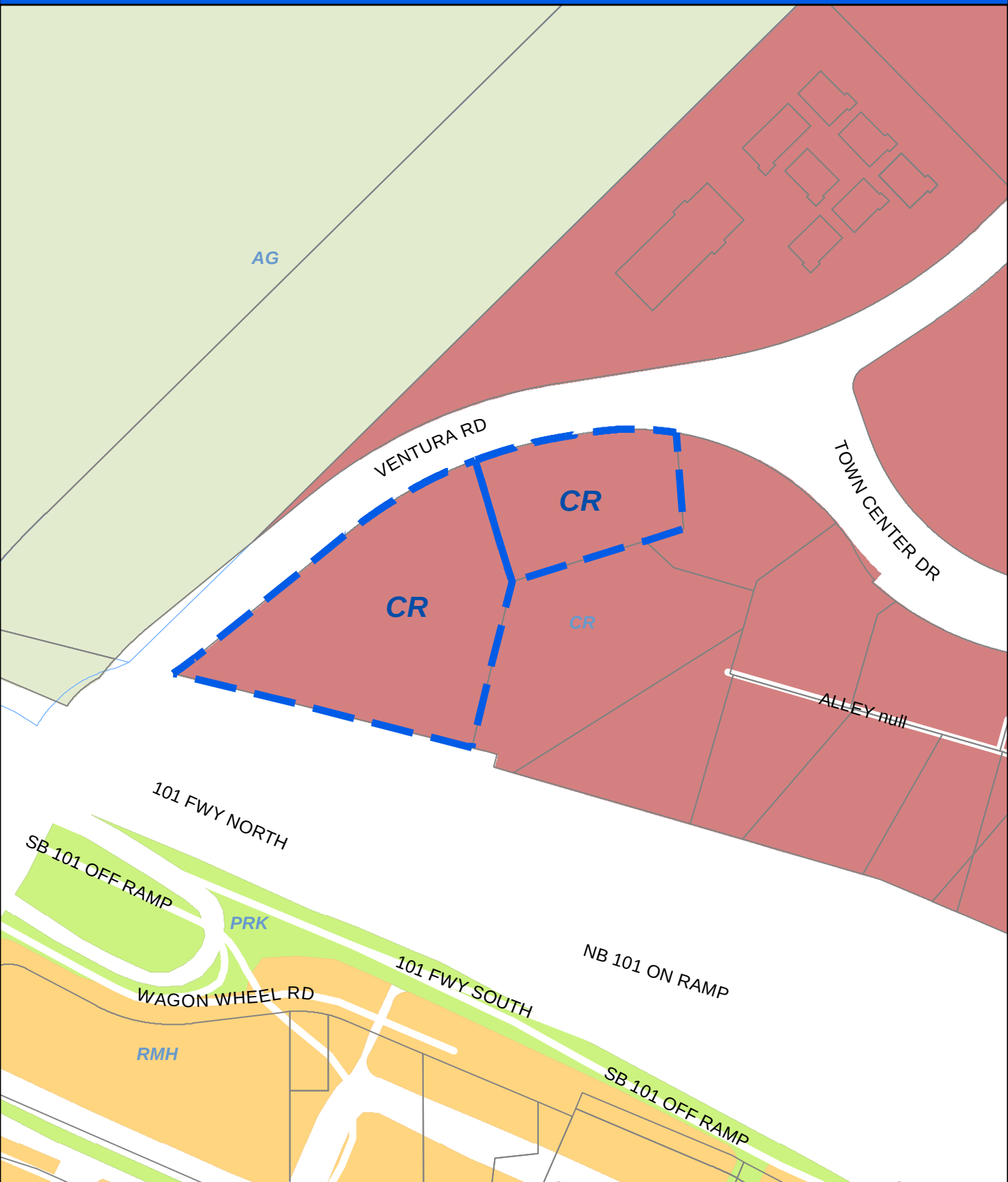
*Prepared by: Joe Pearson II, AICP, Principal Planner*

## **ATTACHMENTS**

1. Maps (Vicinity, General Plan, Zoning)
2. Utility Easement Vacation Planning Commission Resolution 2022-25
3. June 21, 2022 City Council Staff Report (without attachments)
4. City Council Resolution 15,599
5. Draft City Council Resolution
6. City Council Presentation Slides

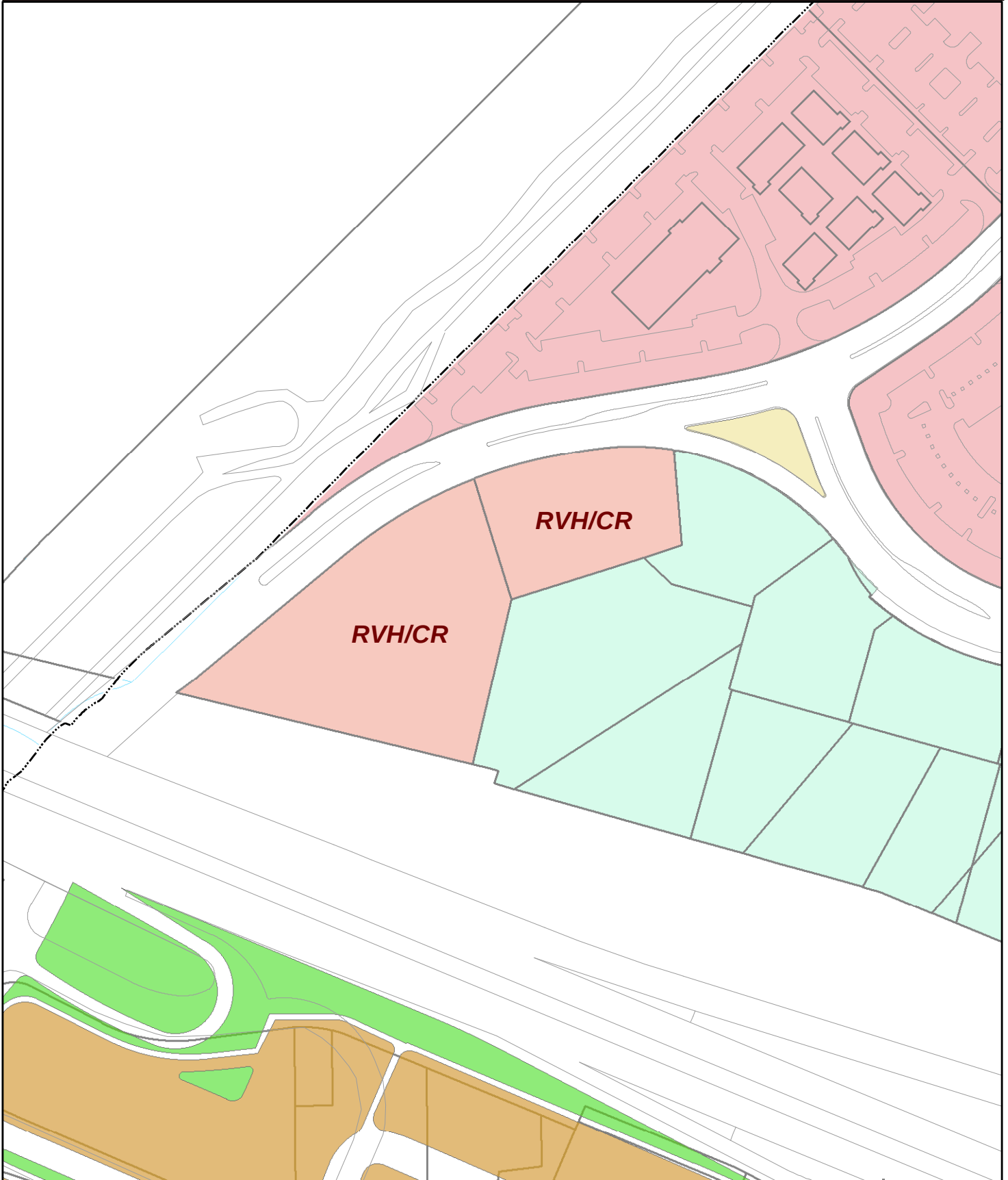


# 2030 General Plan Land Use Map





# Zoning/Specific Plan Map



Oxnard Planning

May 13, 2022

PZ 22-625-01

Location: 2700/2750 N Ventura Rd

APN: 1320100095, 1320100085

2700/2750 Ventura Rd Utility Easement

037.575 150 225 300 Feet

**Zoning/Specific Plan Map**



1:2,500



## Aerial Map



RESOLUTION NO. 2022-25

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD DETERMINING THAT THE CITY OF OXNARD'S PROPOSED VACATION OF A UTILITY EASEMENT LOCATED AT 2700/2750 VENTURA ROAD IS IN CONFORMANCE WITH THE OXNARD 2030 GENERAL PLAN PURSUANT TO SECTION 65402 OF THE GOVERNMENT CODE. FILED BY JONATHAN K. CORNELIUS OF FORE PROPERTY, 1004 SANTA BARBARA STREET, SANTA BARBARA, CA 93101.

WHEREAS, The Fore Property ("**Applicant**") submitted a request for the vacation of a utility easements located at 2700/2750 Ventura Road (the "**Property**"), as shown in Exhibit 1 of this resolution, and incorporated by reference; and

WHEREAS, The City of Oxnard is the owner of record of the utility easement; and

WHEREAS, The 2030 General Plan in a comprehensive, long term plan that guides land use and physical development of land within the City of Oxnard and provides policy direction regarding land uses that are intended to serve the community; and

WHEREAS, Whenever a public agency proposes to acquire, dispose, vacate or abandon any real property, California Government Code Section 65402 requires a report on conformity with the General Plan; and

WHEREAS, The subject property is designated Commercial Regional (CR) by the City's 2030 General Plan and is zoned RiverPark Specific Plan (RPSP); and

WHEREAS, On May 23, 2022, the City of Oxnard Community Development Director approved a Development Design Review Permit (PZ 19-200-16) for the Fore Apartments at RiverPark Project, including a California Environmental Quality Act (CEQA) review for the physical development, and made findings of General Plan Consistency for the project at that time; and

WHEREAS, The vacation of this easement, as documented in the staff report, would be consistent General Plan policies regarding the use of the sites and would not adversely impact General Plan policies related to the provision of adequate utilities, with the roadway dedication; and

WHEREAS, The vacation of this easement and the ultimate use of the parcel for residential use is consistent with the land use designation on the subject site. Future use of the parcel will be required to comply with all City codes and regulations; and

WHEREAS, on June 2, 2022, the Planning Commission considered the proposed vacation of real property located at 2700/2750 Ventura Road in light of the Oxnard 2030 General Plan and the requirements of Government Code section 65402.



NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. The Planning Commission, in accordance with Section 21065 of the California Environmental Quality Act (CEQA), finds that its determination of whether the City's proposed vacation of these easements is consistent with the Oxnard 2030 General Plan is not a "Project" for purposes of CEQA and State CEQA Guidelines since the determination does not result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment (CEQA Guidelines Section 15061(b)(3) and Section 15378(b)(5).

SECTION 2. Based on the findings set forth herein, and on the entire record before the Planning Commission and all written and oral evidence presented, including the Planning Commission Staff Report and all attachments thereto, the Planning Commission hereby determines that the proposed City's vacation of the subject easement is in conformity with the Oxnard 2030 General Plan.

SECTION 3. The Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 2nd day of June 2022.

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Daniel Chavez Jr., Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on the 2nd day of June, 2022, and carried by the following vote:

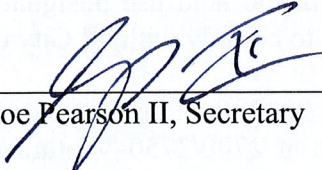
AYES: Commissioner(s): Chavez, Arruejo, Connelly, Lopez, Meyer, Nash

NOES: Commissioner(s):

ABSENT: Commissioner(s): Sanchez

ABSTAIN: Commissioner(s):

RECUSED: Commissioner(s):



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Joe Pearson II, Secretary

**DATE:** June 21, 2022

**TO:** City Council

**FROM:** Vyto Adomaitis Community Development Director, (805) 385-7882,  
Vyto.Adomaitis@oxnard.org

**SUBJECT: Project Name: Cal-Trans Access Road Acquisition Agreements & Utility Easement Vacation;** Located at 2700 and 2750 North Ventura Road (APN 132-0-100-095 & 132-0-100-085) and South of 2700 Ventura Road/901 Town Center Drive (Assessor's Parcel Number: N/A). (0/5/5)

## **RECOMMENDATION**

That the City Council:

- 1) Find the projects Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3); and
- 2) Authorize the City Manager or designee be given authority to finalize the negotiations and to execute an Maintenance Agreement For Access Road (Agreement Number A-8481) by and between City of Oxnard, a municipal corporation of the State of California and Oxnard Coastal Investments, LLC, a California limited liability company and Ventura Land Development Company, LLC, a California limited liability company; and
- 3) Adopt a Resolution authorizing the City Manager or designee be given authority to finalize the negotiations and to execute an State Highway Relinquishment Agreement (Agreement Number A-8482) by and between the State of California, acting through its Department of Transportation, and the City of Oxnard; and
- 4) Adopt Resolution declaring its intention to vacate its right, title and interest in a thirty-eight (38) foot wide utility easement, totaling approximately 33,409 square feet, along the frontage of the two parcels located at 2700 and 2750 North Ventura Road an direct the City Clerk to schedule a public hearing in accordance with the vacation procedures contained in California Streets and Highway Code Section 8300 et seq to be held on Thursday, July 28, 2022 at 6:00 p.m. at the at the City Council Chambers of the City of Oxnard located at 305 West Third Street in Oxnard, California.

## **EXECUTIVE SUMMARY:**

On May 23, 2022, the Community Development Director approved a Development Design Review Permit for the construction of a 5-story apartment building with 333 residential units and a 6-story centrally located parking structure with 510 residential parking spaces on a 4.23-acre project site (Fore Project). To facilitate the construction of this project the City must acquire an existing approximately forty (40) foot wide California Department of Transportation (Cal-Trans) access road, totaling approximately 32,227 square feet (Access Road) to allow for adequate emergency access and vacate an existing City utility easement. As a result, the developer has requested that the City acquire the access

road and in exchange has agreed to maintain the Access Road on behalf of the City in perpetuity. To accomplish this the City would be entering into agreements with both Cal-Trans and the property owners of 2700 and 2750 North Ventura Road (Property Owners). The agreement with Cal-Trans would allow for the transfer of the access road property to the City, subject to certain requirements, and the maintenance agreement would require the Property Owners to maintain the Access Road. The maintenance agreement shall run with the land, and will apply to all future owners of the property located at 2700 and 2750 North Ventura Road. The acquisition of this Access Road would provide for emergency access to the Fore Project, as well as ensuring that adequate fire access is maintained for the existing Oakmont Senior Living Facility. Additionally, Fore Property (Developer) on behalf of the Property Owners, has requested the vacation of the existing utility easement. Per the Fore Project conditions, in exchange for the vacation of this utility easement, the Fore Project will provide a right-of-way dedication along Ventura Road. With this dedication adequate space would be provided for all future public utilities and improvements. On June 2, 2022, the Planning Commission reviewed the request to acquire the Access Road and to vacate the thirty-eight (38) foot wide utility easement, totaling approximately 33,409 square feet, along the frontage of the two parcels located at 2700 and 2750 North Ventura Road for General Plan conformance as required by California Government Code Section 65402(a).

## **BACKGROUND:**

### Fore Apartment at RiverPark (Fore) Project

On December 11, 2019, the City received a development application for a Development Design Review (DDR) Permit to allow for the development of the 333-unit apartment project. This application was dependent upon an amendment to the RiverPark Specific Plan (RPSP). The amendment to the RPSP was approved by the City Council on April 5, 2022. The amendment allowed for an increase in the maximum number of units allowed within the specific plan area, by allowing for high density housing in three new locations. The project represents the first development in one of those three project locations. As a result, the DDR Permit was able to move forward under the amended RPSP. On May 23, 2022, the Community Development Director approved a Development Design Review Permit for the construction of the Fore Project. Subsequent to the Fore Project approval an appeal of the Community Development Director decision was filed on May 31, 2022. The appeal is still pending, however City Council may proceed with the requested actions as they only authorize the City Manager to enter into the agreements, subject to final negotiations. The agreements would not be executed nor would the utility easement be vacated until the appeal has been resolved, in a manner that would allow the Fore Project to move forward as proposed.

### Cal-Trans Access Road

Due to the Fore Project design, the project required the use of an adjacent Access Road currently located within the Cal-Trans Right-of-Way. However, Cal-Trans does not allow for access and improvements associated with private developments within their right-of-way and will only transfer the property to a governmental entity. As such, to facilitate the development, the City must acquire the Access Road from Cal-Trans. The Access Road currently provided access to an existing detention basin and an existing pedestrian overcrossing facility located along the northbound direction of US 101 and extending over the Santa Clara River. Concurrent with processing of the RPSP Amendment, the property owners of 2700 and 2750 North Ventura Road, processed a Development Agreement



Amendment (DAA). As the access road was integral to the Fore Project, a provision related to the maintenance of the access road was included in the DAA. Under the DAA, the property owners agreed to enter into a maintenance agreement for the access drive and road located just north of Highway 101 and to the East of Ventura Road with the City of Oxnard. The maintenance agreement was to be entered into after the Developer secured entitlements for the Fore Project and prior to the City acceptance of the access road.

On June 2, 2022, the Planning Commission reviewed the request to acquire the Access Road for General Plan conformance as required by California Government Code Section 65402(a). The Planning Commission determined the proposed acquisition would be consistent with the goals, policies and objectives of the City's adopted 2030 General Plan and adopted Planning Commission Resolution 2022-26 which has been included as Attachment 3.

Also, as a condition of the DDR Permit, the Developer must provide evidence of the transfer of ownership of the Access Road to the City prior to the issuance of any site improvement permits. Neither the DAA language or the approval of the DDR Permit does obligate the City to accept the Access Road, and should the transfer not take place, the Fore project would need to be redesigned in manner to no longer require the use of the access road.

#### Utility Easement Vacation - Planning and Zoning Permit No. 22-660-01 (Street Vacation)

The property located at 2700 and 2750 North Ventura Road, consists of two parcels which are currently vacant, as shown in Attachment 1. The easement, as shown in Attachment 7 Exhibit A, was initially granted to the City, for the purpose of allowing for the placement of utilities. As noted above, on May 23, 2022, the Community Development Director approved a Development Design Review Permit for the Fore Apartments at RiverPark project. As a condition of approval of the project, the Applicant was required to request the vacation of the subject public utility easement. In exchange for the vacation of the 38 foot utility easement, the Applicant was conditioned to provide a 16-foot public dedication, along with a new public sidewalk easement, if needed.

On June 2, 2022, the Planning Commission reviewed the request to vacate the thirty-eight (38) foot wide utility easement, totaling approximately 33,409 square feet, along the frontage of the two parcels located at 2700 and 2750 North Ventura Road for General Plan conformance as required by California Government Code Section 65402(a). The Planning Commission determined the proposed vacation would be consistent with the goals, policies and objectives of the City's adopted 2030 General Plan and adopted Planning Commission Resolution 2022-25 which has been included as Attachment 4.

## **ANALYSIS AND DISCUSSION**

### Access Road Acquisition

In early 2020, shortly after the submission of the Fore Project, City staff began discussions with the future Developer of the Fore Project, and Cal-Trans regarding the transfer of the access road to the City of Oxnard in support of the proposed project. As mentioned above the acquisition of the access road is integral to the design of the Fore Project, as it is necessary to provide for adequate emergency access around the perimeter of the project site. Additionally, east of the Fore Project site, further down the access road, is the Oakmont Senior Facility. The Oakmont development currently has a gate to access

the existing access road along its northern property line, however, as it is not a City Right-of-Way, access could be removed by Cal-Trans. This access point was critical for the Oakmont development as it provided a necessary secondary fire access point. The City's acquisition of this access road would ensure long-term secondary fire access. Therefore, the acquisition of this Access Road, will both support the development of the Fore Project and ensure the secondary fire access is maintained at the Oakmont development. As previously mentioned, the property acquisition was reviewed by the Planning Commission who determined the appropriateness of the property acquisition on June 2, 2022.

As part of the transfer process both the City of Oxnard and Cal-Trans required environmental assessments of the Access Road property. At both the City and Cal-Trans request, the Developer prepared a Phase I Initial Site Assessment (ISA) and Phase 2 Environmental Site Assessment (ESA) for the Access Road. The purpose of the Phase I ISA was to identify potential or known hazardous materials, hazardous waste, and contamination in the project area as well as to identify recognized environmental conditions. The purpose of the Phase II ESA was to evaluate potential environmental impacts associated with historical agricultural activities at the site and nearby properties, as well as to evaluate potential impacts associated with imported fill material identified at the site. The Phase I ISA, primarily involved a site surface survey and review of the available literature. Based on the findings of the Phase I ISA, the assessment concluded that there was no evidence indicating that the subject property has been impacted by hazardous materials or petroleum products, and therefore no additional assessment is recommended. However, out of an abundance of caution the City also required the preparation of the Phase II ESA. The Phase II ESA, included coring and the collection of soil samples from adjacent to and beneath the Access Road. The assessment concluded that based on the low organochlorine Pesticides concentrations present in the soil matrix and the background levels of arsenic and total lead, no further environmental assessments of the Caltrans access road is required. Both of the assessments were peer reviewed by the City's environmental consultants (Dudek), on behalf of the City, and the City's consultants were in agreement with the conclusions of the assessments and City staff agree they were sufficient for the City's acquisition of the Access Road.

#### State Highway Relinquishment Agreement

The proposed Relinquishment Agreement between Cal-Trans and the City of Oxnard, would allow for the transfer of Access Road to the City and lays out the requirements for the transfer. Specifically, the agreement as drafted would require the City to maintain the access road in perpetuity, to provide a access easement to Cal-Trans in perpetuity, to widen the access road to a reasonable width, and to restrict the Access Road use to only garbage trucks, emergency vehicles, City of Oxnard, and Caltrans. The City and Cal-Trans are currently in final negotiations regarding the form of the agreement. Because the Developer wishes to be able to proceed with the Cal-Trans process prior to the next City Council meeting, City staff is requesting that the City Manager or designee be given authority to finalize the negotiations with Cal-Trans regarding the terms of the agreement. Once negotiations are complete, City staff are also requesting that the Mayor be given authority to execute the agreement on behalf of the City. The draft agreement is provided in Attachment 5 Exhibit A.

#### Maintenance Agreement For Access Road

The proposed Maintenance Agreement between the property owners of 2700 and 2750 North Ventura Road and the City of Oxnard, would transfer the maintenance of the Access Road to the property owners of 2700 and 2750 North Ventura Road. Specifically, the agreement as drafted would require the

owners of the properties located at 2700 and 2750 North Ventura Road to maintain the access road in perpetuity, including maintaining the guard rails and the fences along the access road and the gate erected on the Fore Apartments at Riverpark Property in good order, condition and repair (including making necessary repairs, replacements and renewals) in accordance with prudent industry standards or as may be required by any applicable governmental authority. The City and Developer are currently in final negotiations regarding the form of the agreement. Because the Developer wishes to be able to proceed with the Cal-Trans process prior to the next City Council meeting, City staff is requesting that the City Manager or designee be given authority to finalize the negotiations with the Developer regarding the terms of the agreement. Once negotiations are complete, City staff are also requesting that the Mayor be given authority to execute the agreement on behalf of the City. Execution of maintenance agreement shall be required prior to signing the State Highway Relinquishment Agreement. The draft agreement is provided in Attachment 6.

#### Utility Easement Vacation

The process for a right-of-way vacation is outlined in the Streets and Highways Code Section 8320. Pursuant to Streets and Highways Code Section 8320, a vacation request involves a two-step process. The first step, occurring on June 21, 2022, requires the City Council to review the easement vacation requests and adopt a resolution of intention to vacate the easement. The second step involves a noticed public hearing and the adoption of a resolution to vacate the easement by the City Council. In accordance with Streets and Highways Code Section 8320(b)(2), the date of the public hearing shall not be less than 15 days after the initiation of proceedings which means that the earliest the City Council can schedule a public hearing to consider the easement vacation at a regular City Council meeting is July 28, 2022.

The easement vacation map is included as Attachment 7, Exhibit A. Vacating the thirty-eight (38) foot wide utility easement, totaling approximately 33,409 square feet, along the frontage of the two parcels located at 2700 and 2750 North Ventura Road will not alter public safety, convenience, and public welfare. As the Fore Apartments at RiverPark project is conditioned to provide a 16-foot Public Right-of-Way dedication, there will be sufficient spaces provided for the placement of public utilities within the new and existing Public Right of Way. Lastly, the proposal for the vacation of this easement was reviewed by the City staff as part of the Fore Apartment at RiverPark project and the easement was found to no longer be needed, with the new dedication.

The proposed vacation should be reviewed in the interest of safety, convenience, and public welfare, and not for the sole benefit of the property owner. Additionally, all property vacations are to be reviewed for conformance with the General Plan. As previously mentioned, the easement vacation was reviewed by the Planning Commission who determined the appropriateness of the easement vacation on June 2, 2022.

#### **ENVIRONMENTAL REVIEW**

Pursuant to California Environmental Quality Act (Public Resources Code Sections 21000 et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations Sections 15000 et seq., the “CEQA Guidelines”), it can be seen with certainty that there is no possibility that the proposed acquisition of the Access Road located south of 2700 Ventura Road/901 Town Center Drive,

including the proposed agreements, and the vacation of the thirty-eight (38) foot wide utility easement, totaling approximately 33,409 square feet, along the frontage of the two parcels located at 2700 and 2750 North Ventura Road would have a significant effect on the environment (CEQA Guidelines Section 15061(b)(3)), and staff recommends that the City Council accept a Notice of Exemption as part of the noticed public hearing. All physical improvements and environmental impacts associated with the development of the residential project, including the improvements to adjacent access road were analyzed as part of the entitlement process, and the development and uses associated with the residential project were determined to be covered under the RiverPark EIR (FEIR 00-03) and subsequent addenda. Any subsequent improvement to the property will be separately examined in accordance with CEQA.

## **STRATEGIC PLAN**

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

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

## **FISCAL IMPACT**

There is no fiscal impact associated with the Maintenance Agreement For Access Road. With the Maintenance Agreement in plan the cost of maintaining the new access road would be covered by the property owners of the adjacent property. There is no fiscal impact associated with the vacation of the utility easement.

## **COMMITTEE OUTCOME**

This item did not originate in Committee. The Access Road Acquisition and Easement Vacation General Plan Conformity Determinations were reviewed by and a recommendation was forwarded by the Planning Commission on June 2, 2022.

*Prepared by: Joe Pearson II, AICP, Principal Planner*

## **ATTACHMENTS**

1. Cal-Trans Access Road Acquisition Planning Commission Staff Report - June 2, 2022
2. Utility Easement Vacation Planning Commission Staff Report - June 2, 2022
3. Cal-Trans Access Road Acquisition Planning Commission Resolution 2022-26
4. Utility Easement Vacation Planning Commission Resolution 2022-25
5. Draft City Council Relinquishment Agreement Resolution

Exhibit A: Draft State Highway Relinquishment Agreement - Agreement Number A-8482

6. Draft Maintenance Agreement For Access Road - Agreement Number A-8481
7. Draft City Council Resolution of Intent  
Exhibit A: Map of Utility Easement
8. Staff Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 15,599

A RESOLUTION OF INTENT OF THE CITY COUNCIL OF THE CITY OF OXNARD DECLARING AN INTENTION TO VACATE A THIRTY-EIGHT (38) FOOT WIDE UTILITY EASEMENT, TOTALING APPROXIMATELY 33,409 SQUARE FEET, ALONG THE FRONTAGE OF THE TWO PARCELS LOCATED AT 2700 AND 2750 NORTH VENTURA ROAD, AND DIRECTING THE CITY CLERK TO SET A TIME AND PLACE FOR A PUBLIC HEARING PURSUANT TO CHAPTER 3, PART 3, DIVISION 9 OF THE STREETS AND HIGHWAYS CODE FOR THE CITY COUNCIL TO CONSIDER THE PROPOSED EASEMENT VACATION. THE PROJECT APPLICATION WAS FILED BY JONATHAN K. CORNELIUS OF FORE PROPERTY, 1004 SANTA BARBARA STREET, SANTA BARBARA, CA 93101, ON BEHALF OF THE PROPERTY OWNER OXNARD COASTAL INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND VENTURA LAND DEVELOPMENT COMPANY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY.

WHEREAS, The Fore Property ("Applicant") submitted a request for the vacation of a utility easements located at 2700/2750 Ventura Road (the "Property"), as shown in Exhibit A of this resolution, and incorporated by reference; and

WHEREAS, The City of Oxnard is the owner of record of the utility easement; and

WHEREAS, The 2030 General Plan in a comprehensive, long term plan that guides land use and physical development of land within the City of Oxnard and provides policy direction regarding land uses that are intended to serve the community; and

WHEREAS, Whenever a public agency proposes to acquire, dispose, vacate or abandon any real property, California Government Code Section 65402 requires a report on conformity with the General Plan; and

WHEREAS, The subject property is designated Commercial Regional (CR) by the City's 2030 General Plan and is zoned RiverPark Specific Plan (RPSP); and

WHEREAS, On May 23, 2022, the City of Oxnard Community Development Director approved a Development Design Review Permit (PZ 19-200-16) for the Fore Apartments at RiverPark Project, including a California Environmental Quality Act (CEQA) review for the physical development, and made findings of General Plan Consistency for the project at that time; and

WHEREAS, The vacation of this easement, as documented in the staff report, would be consistent General Plan policies regarding the use of the sites and would not adversely impact General Plan policies related to the provision of adequate utilities, with the roadway dedication; and



WHEREAS, The vacation of this easement and the ultimate use of the parcel for residential use is consistent with the land use designation on the subject site. Future use of the parcel will be required to comply with all City codes and regulations; and

WHEREAS, the Planning Commission of the Oxnard reviewed the vacation request at its regular meeting of June 2, 2022 in accordance with Government Code section 65402 and determined that the vacation is consistent with the goals and policies of the City's adopted General Plan and recommended that the City Council consider and approve the easement vacation request.

WHEREAS, on June 21, 2022, the City Council of the City of Oxnard reviewed the easement vacation request in accordance with the general vacation procedures contained in the Streets and Highways Code Section 8320 and adopted a resolution to declare its intention to vacate the subject easement. The City Council set the request for a public hearing on Tuesday, July 26, 2022 at 6:00 p.m. at the City Council Chambers of the City of Oxnard located at 305 West Third Street in Oxnard, California.

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

SECTION 1. The City Council, pursuant to California Environmental Quality Act (Public Resources Code Sections 21000 et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations Sections 15000 et seq., the "CEQA Guidelines"), finds that it can be seen with certainty that there is no possibility that the proposed vacation of the thirty-eight (38) foot wide utility easement, totaling approximately 33,409 square feet, along the frontage of the two parcels located at 2700 and 2750 North Ventura Road would have a significant effect on the environment (CEQA Guidelines Section 15061(b)(3)).

SECTION 2. That it is the intention of the City Council of the City of Oxnard to vacate thirty-eight (38) foot wide utility easement, totaling approximately 33,409 square feet, along the frontage of the two parcels located at 2700 and 2750 North Ventura Road (APN 132-0-100-095 & 132-0-100-085), and that the City Council hereby directs the City Clerk to schedule a public hearing in accordance with the vacation procedures contained in California Streets and Highway Code Section 8300 et seq to be held on Tuesday, January 4, 2022, at 6:00 p.m. at the at the City Council Chambers of the City of Oxnard located at 305 West Third Street in Oxnard, California. At this hearing, all interested parties may introduce evidence and testimony pertaining to the proposed street vacation.

SECTION 3. The map attached hereto as Exhibit "A" shows the approximate area to be vacated and shall be on file in the office of the City Clerk located at 300 West Third Street, Fourth Floor, Oxnard, California 93030.

SECTION 4. The City Clerk shall schedule and notice a public hearing in compliance with Streets and Highway Code sections 8320, 8322 and 8323, at which time all persons interested in or objecting to the proposed vacation may be heard and present evidence.

SECTION 5. The City Clerk's office is directed to publish and post notice of this proposed vacation in accordance with sections 8322 and 8323 of the California Streets and Highways Code.

SECTION 6. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Oxnard on this 21st day of June 2022, by the following vote:

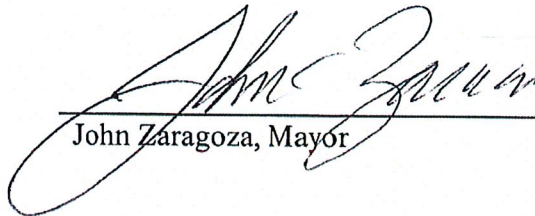
AYES: Councilmembers Lopez, MacDonald, Madrigal, Perello, Teran and Zaragoza.

NOES: None

ABSENT: Councilmember Basua.

ABSTAIN: None.

RECUSE: None.

  
\_\_\_\_\_  
John Zaragoza, Mayor

ATTEST: R. Chaparro 6/21/22  
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

 6/21/2022  
Stephen M. Fischer, City Attorney

**EXHIBIT**

A Map of Utility Easement

**EXHIBIT "A"**  
**QUITCLAIM**

The Landscape, Sidewalk and Public Utility Easement to the City of Oxnard over northerly and northwesterly 38.00 feet of Lots 8 and 9 of Tract No. 4334, in the City of Oxnard, County of Ventura, State of California, recorded on November 22, 1988 in Book 114, at Page 62 of Miscellaneous Records (Maps), in the Office of the County Recorder of said County.

Contains: 33,409 Square Feet, more or less.

William T. Hurdle  
William T. Hurdle  
PLS 5453

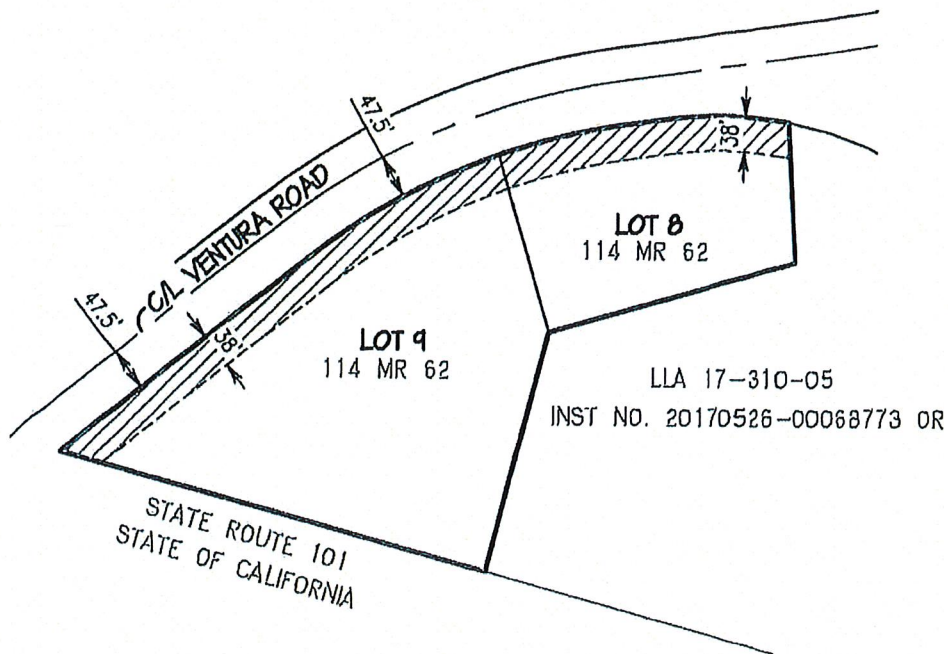
5-5-2022  
Date



# EXHIBIT "B"

SHEET 1 OF 1

## QUITCLAIM

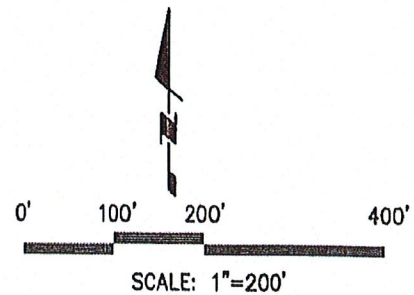


### AREA

33409 SQUARE FEET, MORE OR LESS

### LEGEND

C/L CENTERLINE  
INST INSTRUMENT  
LLA LOT LINE ADJUSTMENT  
MR MISCELLANEOUS RECORDS  
OR OFFICIAL RECORDS



HATCHED AREA DENOTES LAND  
DESCRIBED IN THE ATTACHED  
EXHIBIT "A"

*William T. Hurdle* 5-5-2022

WILLIAM T. HURDLE  
PLS 5453

DATE



JENSEN DESIGN & SURVEY, INC. 1672 DONLON STREET, VENTURA, CA 93003 (805) 654-6977

6021 Ex B Public Utility Quitclaim.dwg

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE VACATION OF A THIRTY-EIGHT (38) FOOT WIDE UTILITY EASEMENT, TOTALING APPROXIMATELY 33,409 SQUARE FEET, ALONG THE FRONTAGE OF THE TWO PARCELS LOCATED AT 2700 AND 2750 NORTH VENTURA ROAD; AND AUTHORIZING THE MAYOR TO SIGN A QUITCLAIM DEED ASSOCIATED WITH THE SUBJECT PARCELS. THE PROJECT APPLICATION WAS FILED BY JONATHAN K. CORNELIUS OF FORE PROPERTY, 1004 SANTA BARBARA STREET, SANTA BARBARA, CA 93101, ON BEHALF OF THE PROPERTY OWNER OXNARD COASTAL INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND VENTURA LAND DEVELOPMENT COMPANY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY.

WHEREAS, The Fore Property (“Applicant”) submitted a request for the vacation of a utility easements located at 2700/2750 Ventura Road, Oxnard, CA 93033 (the “Property”), as shown in Exhibit A of this resolution, and incorporated by reference; and

WHEREAS, The City of Oxnard is the owner of record of the utility easement; and

WHEREAS, The 2030 General Plan in a comprehensive, long term plan that guides land use and physical development of land within the City of Oxnard and provides policy direction regarding land uses that are intended to serve the community; and

WHEREAS, Whenever a public agency proposes to acquire, dispose, vacate or abandon any real property, California Government Code Section 65402 requires a report on conformity with the General Plan; and

WHEREAS, The subject property is designated Commercial Regional (CR) by the City’s 2030 General Plan and is zoned RiverPark Specific Plan (RPSP); and

WHEREAS, On May 23, 2022, the City of Oxnard Community Development Director approved a Development Design Review Permit (PZ 19-200-16) for the Fore Apartments at RiverPark Project, including a California Environmental Quality Act (CEQA) review for the physical development, and made findings of General Plan Consistency for the project at that time; and

WHEREAS, The vacation of this easement, as documented in the staff report, would be consistent General Plan policies regarding the use of the sites and would not adversely impact General Plan policies related to the provision of adequate utilities, with the roadway dedication; and

WHEREAS, The vacation of this easement and the ultimate use of the parcel for residential use is consistent with the land use designation on the subject site. Future use of the parcel will be required to comply with all City codes and regulations; and

WHEREAS, the Planning Commission of the Oxnard reviewed the vacation request at its regular meeting of June 2, 2022 in accordance with Government Code section 65402 and determined that the vacation is consistent with the goals and policies of the City's adopted General Plan and recommended that the City Council consider and approve the easement vacation request.

WHEREAS, on June 21, 2022, the City Council of the City of Oxnard reviewed the right-of-way vacation request in accordance with the general vacation procedures contained in the Streets and Highways Code Section 8320 and adopted Resolution 15,599 to declare its intention to vacate the subject right-of-way. The City Council set the request for a public hearing on Tuesday, July 28, 2022 at 6:00 p.m. at the at the City Council Chambers of the City of Oxnard located at 305 West Third Street in Oxnard, California.; and

WHEREAS, on July 28, 2022, the City Council of the City of Oxnard conducted a public hearing for the requested vacation of the utility easements located at along the frontage of the two parcels located at 2700 and 2750 North Ventura Road, which was duly noticed, and at which time all persons desiring to be heard were heard; and

WHEREAS, evidence was submitted and considered to include without limitation: plans submitted by the Applicant; written information submitted with the application; oral testimony from Staff, the applicant, and the public; staff report, dated July 26, 2022, which was incorporated by this reference as though fully set forth herein; and additional information submitted during the hearing; and

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

SECTION 1. The City Council, pursuant to California Environmental Quality Act (Public Resources Code Sections 21000 et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations Sections 15000 et seq., the "CEQA Guidelines"), finds that it can be seen with certainty that there is no possibility that the proposed vacation of the thirty-eight (38) foot wide utility easement, totaling approximately 33,409 square feet, along the frontage of the two parcels located at 2700 and 2750 North Ventura Road would have a significant effect on the environment (CEQA Guidelines Section 15061(b)(3)).

SECTION 2. That the City Council of the City of Oxnard does hereby vacated the thirty-eight (38) foot wide utility easement, totaling approximately 33,409 square feet, along the frontage of the two parcels located at 2700 and 2750 North Ventura Road.



SECTION 3. The map attached hereto as Exhibit “A” shows the easements to be vacated and shall be on file in the office of the City Clerk located at 300 West Third Street, Fourth Floor, Oxnard, California 93030.

SECTION 4. The Mayor is hereby authorized to sign the quitclaim deed associated with this request and any additional documentation necessary to facilitate the vacation of the easement referenced in this Resolution at such time that the appeal of the Fore Apartments project has been resolved in a manner that would allow the Fore Apartments project to move forward as proposed.

SECTION 5. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Oxnard on this 28th day of July, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

\_\_\_\_\_  
John Zaragoza, Mayor

ATTEST: \_\_\_\_\_  
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Fischer, City Attorney

**EXHIBIT**

A Map of Utility Easement

# Utility Easement Vacation for 2700 and 2750 North Ventura Road - Fore Apartments at RiverPark Project

Joe Pearson II, Interim Planning & Environmental Services Manager  
Vyto Adomaitis, Director of Community Development

City Council  
July 28, 2022

# Project Location (Utility Easement)

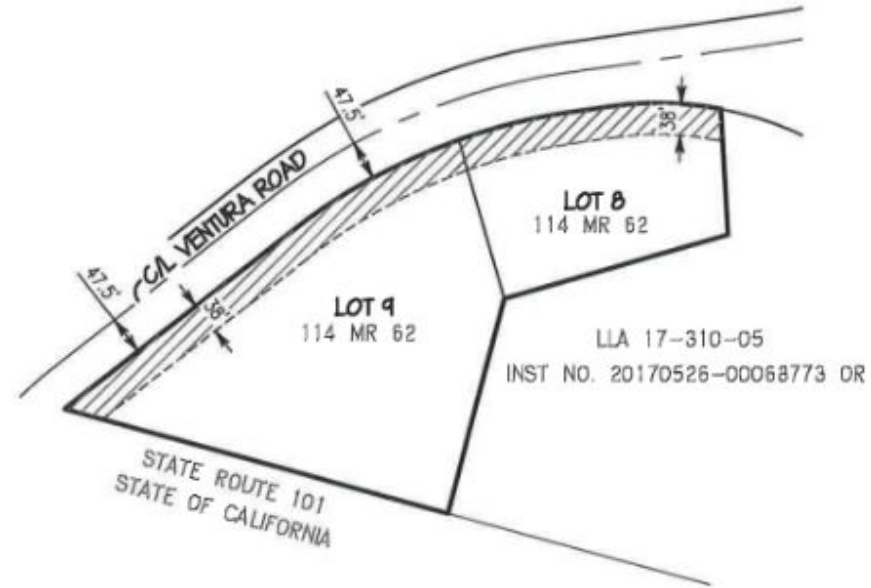
**Subject Site: 2700/2750 Ventura Road**

**Located within RiverPark Area**



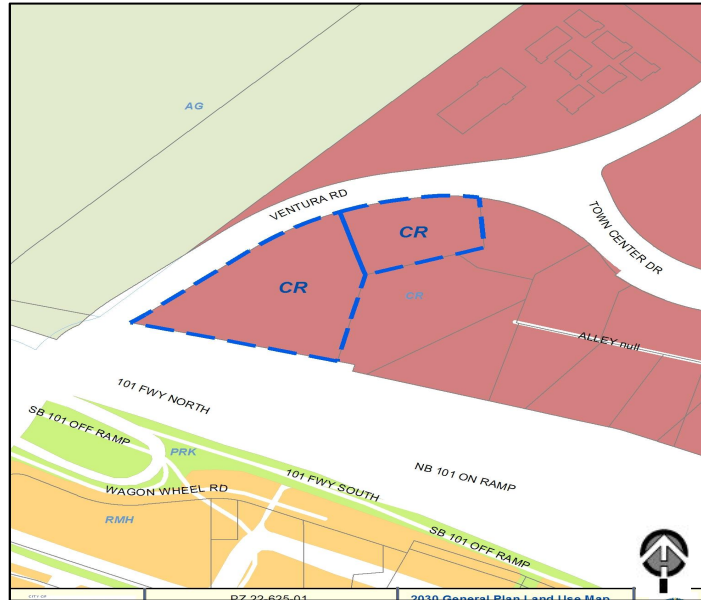
# Project Description (Easement Vacation)

- Vacation of a thirty-eight (38) foot wide utility easement, totaling approximately 33,409 square feet, along the frontage of the two parcels located at 2700 and 2750 North Ventura Road.



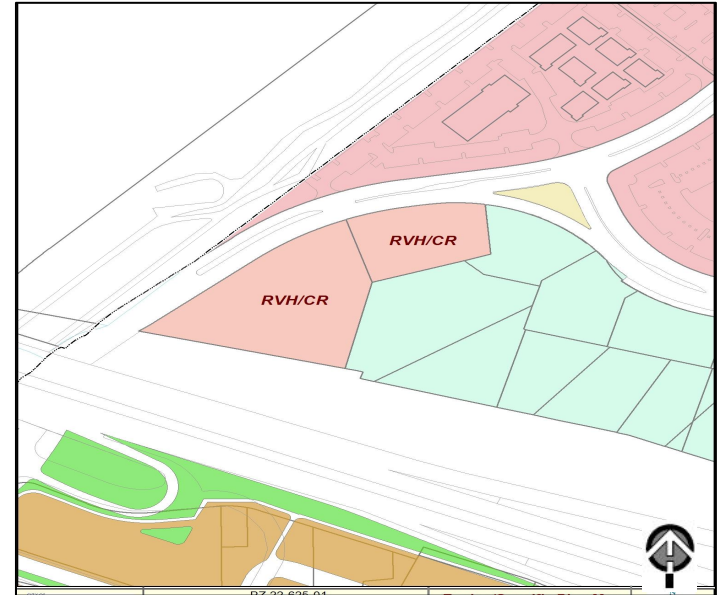
# General Plan & Zoning Maps (Utility Easement)

## General Plan Land Use Designation



Commercial Regional (CR)

## Zoning Designation



RiverPark Specific Plan (RPSP)

# Background

- The RiverPark Specific Plan was adopted by the City Council on September 10, 2002.
- Seven previous amendments to the RiverPark Specific Plan have been approved. The most recent was approved on April 5, 2022. The current specific plan would allow for up to 4,068 dwelling units or 2,098,000 square feet of commercial development depending on the development options chosen.



# Background (Continued)

- On May 23, 2022, the Community Development Director approved a Development Design Review Permit for the construction of a 409,257 square foot 5-story apartment building with 333 residential units and a 171,066 square foot 6-story centrally located parking structure with 510 residential parking spaces, rooftop deck on a 4.23-acre project site.



- Following the project approval an appeal was filed on May 31, 2022.

# Planning Commission Determination

**Government Code Section 65402**, requires that real property acquisition or disposition, street vacation or abandonment, public building or structure construction be consistent with the General Plan and Local Coastal Land Use Plan as to location, purpose and extent.

- On June 2, 2022, The Planning Commission held a public hearing consistent with Government Code Section 65402 the easement vacation consistent with the 2030 General Plan.
- Unanimously (6-0) adopted Resolution 2022-25:
  - Finding the action was in conformance with the 2030 General Plan.

- On June 21, 2022, The City Council unanimously adopted Resolution 15,599
  - Declaring its intention to conduct the required proceedings for vacation of the subject easement.
  - Directed the City Clerk to schedule a noticed public hearing no less than fifteen days after the Council's initiation of the vacation proceedings, to be held on July 26, 2022
- The adoption of City Council 15,599 by the City Council is in accordance with the Streets and Highways Code Section 8320:
  - Requires the City Council to review the street vacation request and adopt a resolution of intention to vacate the right-of-way
  - The City Council is required to direct the City Clerk to schedule a public hearing not less than 15 days after the initiation of proceedings

# Purpose of Easement Vacation

- The Vacation would facilitate the development of the Fore Apartments at RiverPark project.
- As the Fore Apartments at RiverPark project is conditioned to provide a 16-foot Public Right-of-Way dedication, there will be sufficient spaces provided for the placement of public utilities within the new and existing Public Right of Way.
- The vacation was reviewed by the City staff as part of the Fore Apartment at RiverPark project and the easement was found to no longer be needed, with the new dedication.

# Environmental Determination

## Environmental Determination

Pursuant to California Environmental Quality Act, it can be seen with certainty that there is no possibility that the proposed acquisition of the Access Road located south of 2700 Ventura Road/901 Town Center Drive, including the vacation of the thirty-eight (38) foot wide utility easement, totaling approximately 33,409 square feet, along the frontage of the two parcels located at 2700 and 2750 North Ventura Road would have a significant effect on the environment (CEQA Guidelines Section 15061(b)(3), and staff recommends that the City Council accept a Notice of Exemption.

All physical improvements and environmental impacts associated with the development of the residential project, including the improvements to adjacent access road were analyzed as part of the entitlement process, and the development and uses associated with the residential project were determined to be covered under the RiverPark EIR (FEIR 00-03) and subsequent addenda.

# Staff Recommendation

That the City Council:

1. Find the project Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3).; and
2. Adopt a Resolution to vacate its right, title and interest in a thirty-eight (38) foot wide utility easement, totaling approximately 33,409 square feet, along the frontage of the two parcels located at 2700 and 2750 North Ventura Road; and
3. Authorize the Mayor to sign a Quitclaim Deed releasing City authority and/or rights to the access utility easement for assessor parcel numbers 132-0-100-095 & 132-0-100-085







## CITY COUNCIL AGENDA REPORT

### PUBLIC HEARINGS AGENDA ITEM NO. L.3

**DATE:** July 28, 2022

**TO:** City Council

**FROM:** Vyto Adomaitis, Community Development Director, (805) 385-7882, vyto.adomaitis@oxnard.org

**SUBJECT:** Subdivision of a 1.78 acre lot into two lots totaling 0.79 acre and 0.99 acre, located at 1600 Ives Avenue (APNs: 220-0-274-015, -025, -095). Filed by Hassan Amirsadeghi on behalf of the Philippine Center of Ventura County, property owner, 1600 Ives Avenue, Oxnard, California 93033. (0/5/5)

### RECOMMENDATION

That the City Council:

1. Conduct a public hearing;
2. Find the project to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15332 (Infill Development); and
3. Adopt a Resolution approving Planning and Zoning Permit No. 21-300-04 for a tentative parcel map, subject to certain findings and conditions.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/u2SFbTU7KR8>

### BACKGROUND

On February 17, 2022, the Planning Commission found the project exempt from CEQA and approved 6-0 (one member abstained) development entitlements necessary to allow for the demolition of an existing events center, subdivision of a 1.78 acre lot into two lots for the development of two drive-through restaurant facilities. The drive-through restaurants consist of a 983 square-foot coffee house (Starbucks) with drive-through on the 0.79 acre lot, a 2,533 square-foot fast food restaurant with drive-through on a 0.99 acre site, and related site improvements including 72 shared parking spaces, sidewalks, patios, and landscaping on a site located at 1600 Ives Avenue. The Commission's consideration included Resolution No. 2022-15 approving Planning and Zoning Permit Nos. 21-500-06 (Special Use Permit) and 21-500-07 (Special Use Permit) and recommended the City Council approve Planning and Zoning Permit No. 21-300-04 (Tentative Parcel Map), subject to certain findings and conditions (Attachment 4).

With the Planning Commission's approval of the project on February 17, 2022, the only remaining item needing action before the City Council is the Tentative Parcel Map.

### DISCUSSION

#### *Existing & Surrounding Land Uses*

The project site is a developed lot that is bounded by streets on three sides: Ives Avenue to the north; Statham Boulevard

to the west; and Oxnard Boulevard to the south. The site is currently developed with an 8,868 square-foot events center with a parking area and associated infrastructure improvements. For more information regarding previous development on the subject property, please refer to Section 3 of the Planning Commission Staff Report (Attachment 3).

### *Site Design*

Approval of the parcel map will allow the proposed two commercial developments to be sold independently and require each development to provide reciprocal access and parking for both lots via a recorded agreement between the two property owners and their successors in interest so that the two lots function as one development. For more information regarding the proposed site design of the parcel map, please refer to Section 6e of the Planning Commission Staff Report (Attachment 3).

The project site has access from Ives Avenue via an existing driveway. The existing driveway will provide access to the site and allow for vehicle circulation around the site. While there is shared access and shared parking areas located between the two proposed buildings, the drive-through facilities of each building are designed to be self-sufficient. Self-sufficient means customers are able to access the sites through the driveways adjacent to the drive-through facility, access the drive-through lane and parking at the rear of the site, then exit the drive-through lane and parking area through the same driveway, for each of the respective facilities. Additionally, if one of the sites were not redeveloped, the other site could still be redeveloped.

### *Tentative Parcel Map*

The tentative map will create the two lots, allowing the two commercial developments to be sold and built with independent utilities and service needs. Planning Commission Resolution No. 2022-15 includes Conditions of Approval (COA) for the parcel map. For a complete list of conditions, please refer to Planning Commission Resolution No. 2022-15 (Attachment 4). Some of the conditions will require that the Parcel Map be updated prior to being submitted for technical review, such as:

1. COA 3 requires the construction of off-site and on-site improvements for the project, including structures, paving, and landscaping.
2. COA 12 requires the subdivider to record a reciprocal access and parking agreement for the two new lots.
3. COA 13 requires that the subdivider establish a property owner's association that will be responsible for the maintenance of parking, landscaping, lighting, and other common areas and facilities.
4. COA 25 requires the developer to provide additional easements to the City for the sidewalk and curb ramp at the new driveway entry and the onesie water system.

In accordance with Division 2 of Chapter 15 "Subdivision Ordinance" of the Oxnard City Code, the City Council is the final decision-making body for subdivision applications. As proposed, the two lot subdivision complies with the minimum standards of the C-2-PD zone. For more information regarding the C-2-PD zone standards, please refer to Section 6c of the Planning Commission Staff Report (Attachment 3).

## **ENVIRONMENTAL REVIEW**

In accordance with Section 15332 (Class 32, In-Fill Development Projects) of the State of California Environmental Quality Act (CEQA) Guidelines, projects involving "in-fill development" may be found to be exempt from the requirements of the CEQA. As identified in the draft Resolution prepared for this request, and as recommended by the Planning Commission, the project can be characterized as in-fill development and meets the requirement of a Class 32 Categorical Exemption. The Planning Commission found there is no substantial evidence that the Project may have a significant effect on the environment and recommends that the City Council find the project to be Categorically Exempt from environmental review pursuant to the CEQA Guidelines Section 15332 (Infill Development), and direct the Planning & Environmental Services Manager to file a Notice of Exemption (Attachment 5) with the Ventura County Clerk pursuant to Section 15062 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption of the Project.

## **STRATEGIC PRIORITIES**

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

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

## **FINANCIAL IMPACT**

The approval of the map provides the opportunity for future development that will result in increased property tax revenue to the City. The developer will be required to pay impact fees for wastewater, water system, water service and meter, storm drain, traffic (City and County), growth capital, public art, and General Plan maintenance connection and/or impact fees. When completed, the two commercial lots will generate property taxes to the City.

## **COMMITTEE OUTCOME**

This project did not originate in one of the City Council Committees and this is a public hearing for a project application that was considered by the Planning Commission. On February 17, 2022, the Planning Commission took action and adopted Resolution No. 2022-15 recommending that the City Council approve Planning and Zoning Permit No. 20-300-04 (Tentative Parcel Map), subject to certain findings and conditions.

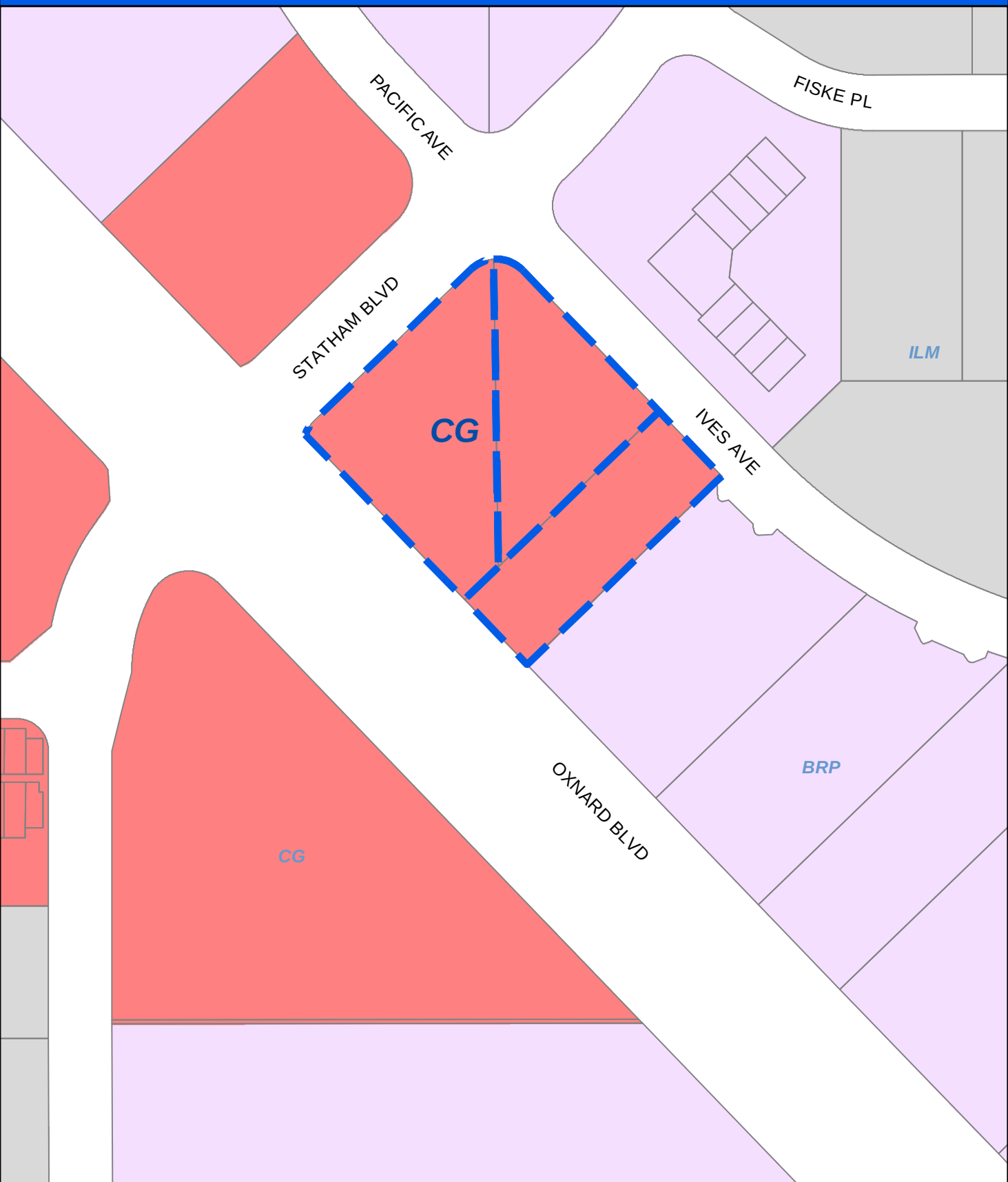
*Prepared by: Jay Dobrowalski, Joe Pearson II, AICP, Principal Planner*

## **ATTACHMENTS**

1. Maps (Vicinity, General Plan, Zoning, Aerial)
2. Tentative Parcel Map
3. PC Staff Report 2.17.22 (no attachments)
4. PC Resolution 2022-15
5. Ives Ave Map Notice of Exemption
6. Ives Ave Map Draft Resolution
7. Ives Ave Map Presentation

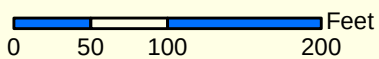


# 2030 General Plan Land Use Map



Oxnard Planning  
February 1, 2022

PZ 21-500-06  
Location: 1600 Ives Ave  
APN: 220274015, 2200274025, 2200274095  
Starbucks

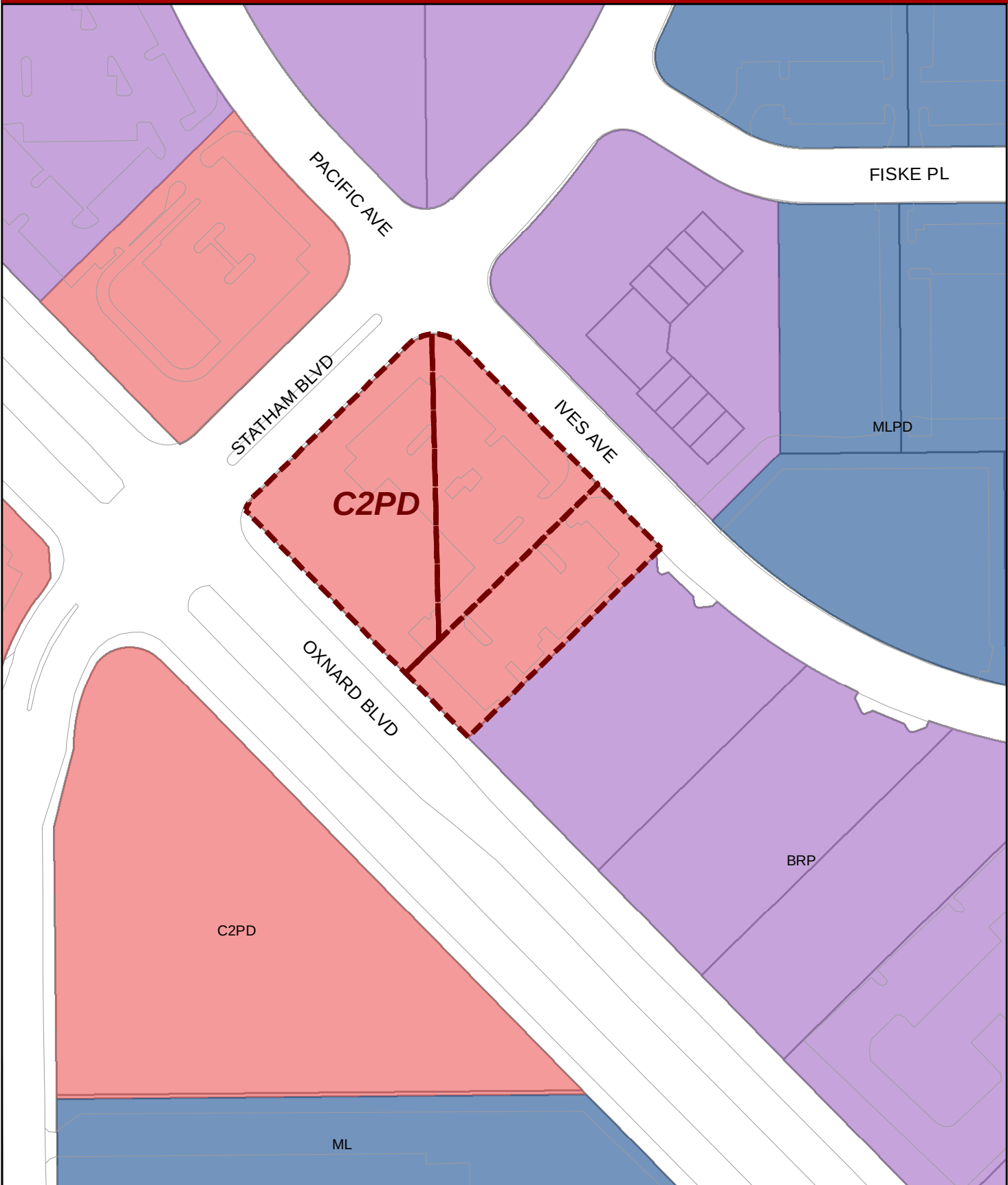


2030 General Plan Land Use Map

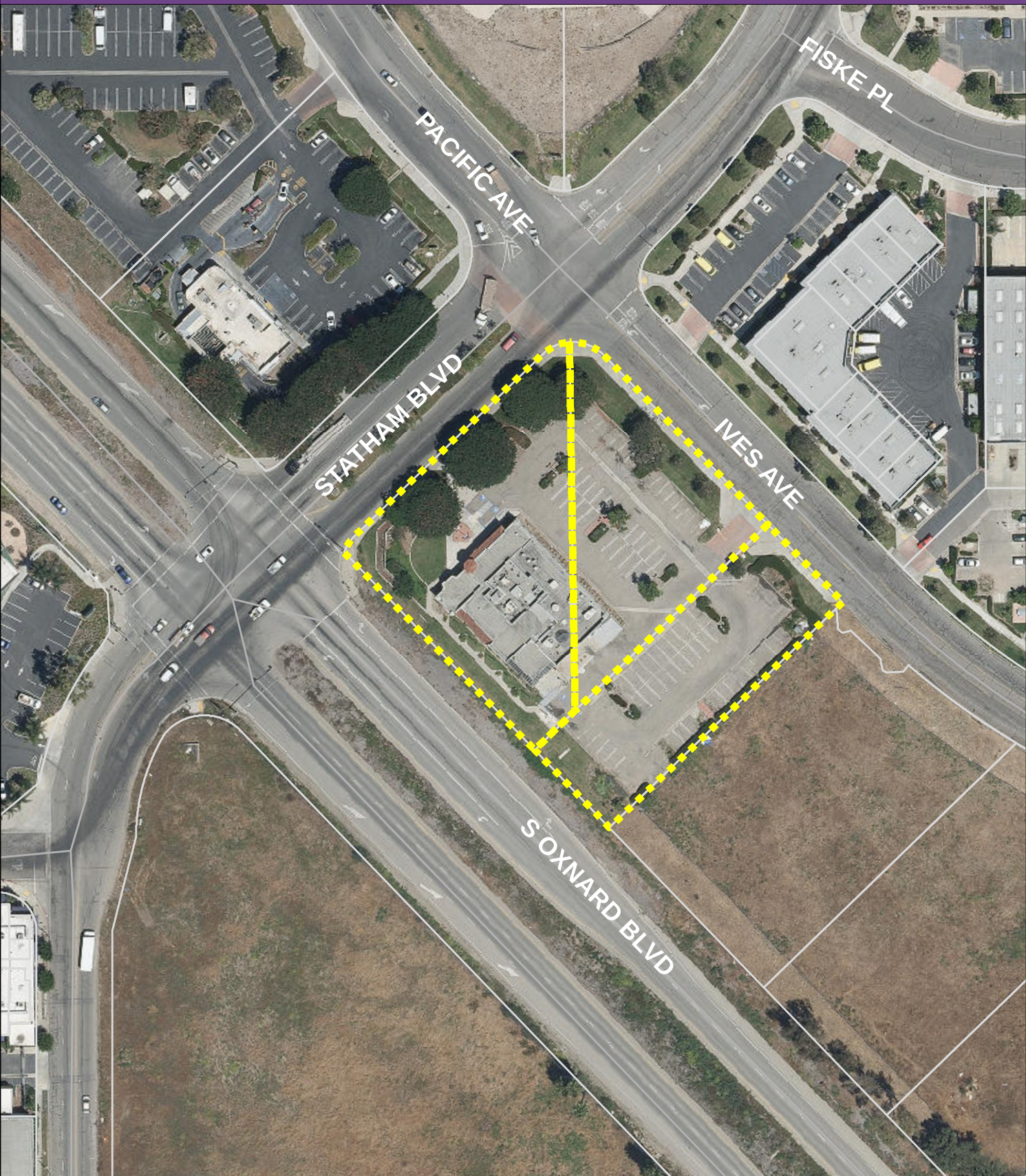


1:1,500

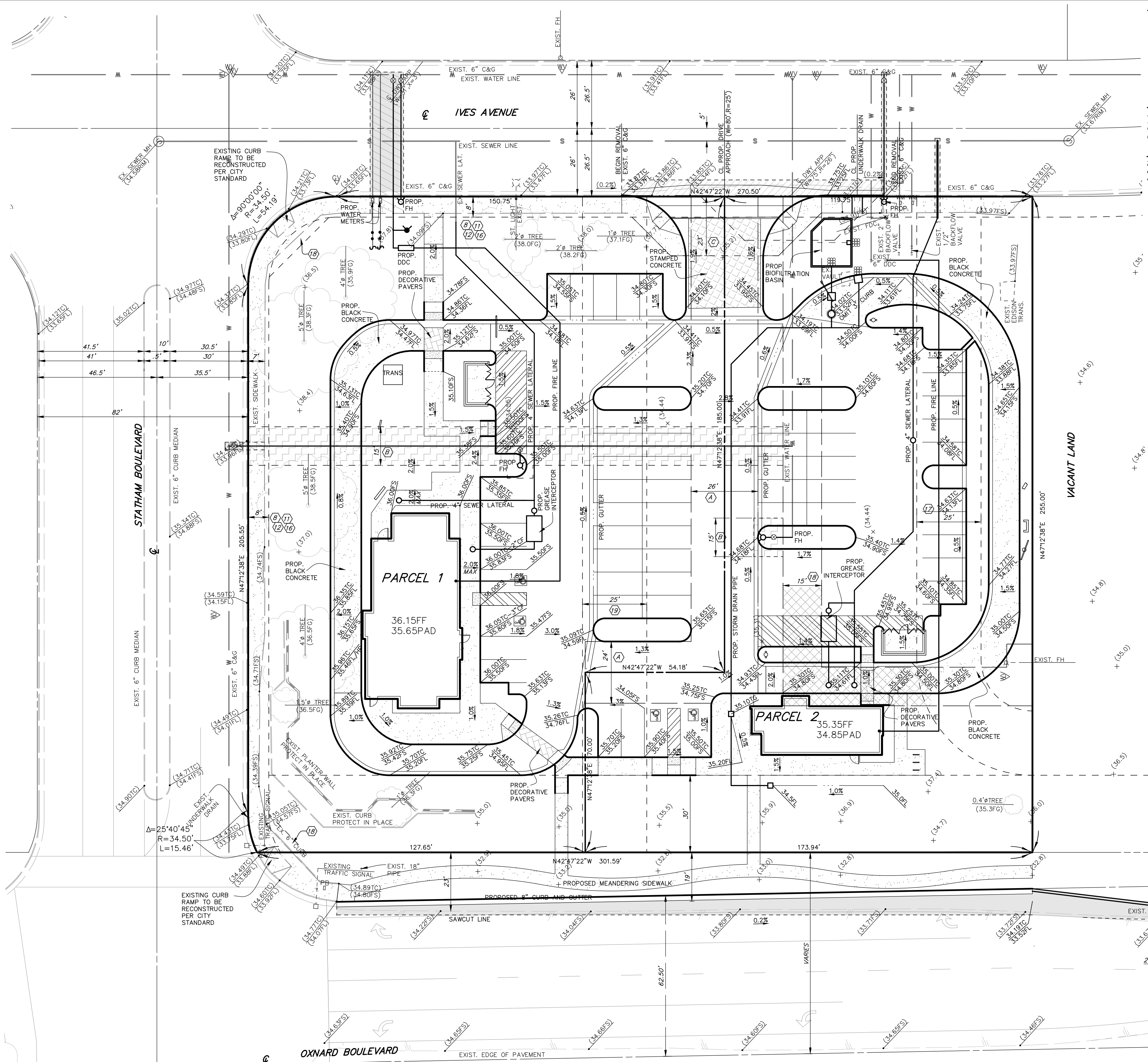












**OWNER:**  
PHILIPPINES CENTER OF VENTURA COUNTY, A NON-PROFIT CORPORATION

**APPLICANT:**  
HASSAN AMIRSADEGH  
HABITAT COMMERCIAL INC.  
10717 WILSHIRE BLVD., #607  
LOS ANGELES, CA 90024  
EMAIL: Hassan@habitatproperties.com  
TEL: (310) 283-7777

**CIVIL ENGINEER:**  
LAND DEVELOPMENT DESIGN COMPANY  
2313 E. PHILADELPHIA STREET, UNIT F  
ONTARIO CA 91761  
(909)930-1466

**SOURCE OF DATE:**  
TRACT MAP MB 102/60 AND LLA 88-2, DOCUMENT NO. 88-125591, RECORDED ON 10/30/1988

**EXISTING LAND USE:**  
COMMERCIAL

**PROPOSED LAND USE:**  
COMMERCIAL (FAST FOOD RESTAURANT)

**ZONING:**  
NEIGHBORHOOD SHOPPING CENTER

**ASSESSOR PARCEL NUMBER:**  
220-0-2754-015  
220-0-2754-025  
220-0-2754-095

**TOTAL PARCEL AREAS:**  
GROSS AND NET AREA: 77,503 S.F. (1.78 ACRES)

**PARCEL INFORMATION:**  
PARCEL NUMBER GROSS AND NET AREA  
PARCEL 1 43,173 S.F. (0.99 ACRES)  
PARCEL 2 34,330 S.F. (0.79 ACRES)

**PREPARED BY:**  
LAND DEVELOPMENT DESIGN COMPANY  
2313 E. PHILADELPHIA STREET, UNIT F  
ONTARIO CA 91761  
(909)930-1466

**PREPARED DATE:**  
JUNE 24, 2021

**REVISION DATE:**  
JUNE 24, 2021

**PROPOSED EASEMENT NOTES:**  
1. MUTUAL ACCESS EASEMENT.  
2. PUBLIC WATER EASEMENT.  
3. PUBLIC SIDEWALK EASEMENT.

**LEGAL DESCRIPTION:**  
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF OXNARD, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:  
LOT 41 AND THE NORTHWESTERLY 85 FEET OF LOT 40, TRACT 4065-1, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 102 PAGE 60 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. SAID IS SHOWN AS PARCEL 1 OF CERTIFICATE OF APPROVAL FOR A LOT LINE ADJUSTMENT, RECORDED AUGUST 30, 1988 AS INSTRUMENT NO. 88-125591, OFFICIAL RECORDS.  
EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS, HYDROCARBON SUBSTANCES AND MINERALS LOCATED BELOW A DEPTH OF FIVE HUNDRED FIFTY (550) FEET FROM THE SURFACE OF THE ABOVE-DESCRIBED PROPERTY, WITHOUT THE RIGHT OF SURFACE DEATH OF THE LAST TO SURVIVE OF DONALD L. RUGGLES, AS RUGGLES, VIRGINIA L. RUGGLES, RICHARD E. RUGGLES AND ERNINE L. RUGGLES, AS RESERVED IN DEED RECORDED IN BOOK 5503 PAGE 693, OF OFFICIAL RECORDS.

**EASEMENT NOTES:**  
BASED ON CHICAGO TITLE COMPANY, TITLE COMMITMENT ISSUED BY NORTH AMERICAN TITLE COMPANY, ORDER NO. 91402-20-16185 DATED JANUARY 19, 2021.  
1-7 NOT A SURVEY MATTER.  
8 AN EASEMENT FOR PUBLIC SERVICES, PUBLIC UTILITY, SIDEWALK, SANITARY SEWER, LANDSCAPE, DRAINAGE, AND INCIDENTAL PURPOSES, RECORDED IN OFFICIAL RECORDS AS BOOK 102, PAGE 60.  
9-10 NOT A SURVEY MATTER.  
11 AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, FOR OVERHEAD AND/OR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS CONSISTING OF POLES, GUYS AND ANCHORS, CROSSARMS, WIRES, UNDERGROUND CONDUITS, CABLES, VAULTS, MANHOLES, HANDHOLES AND INCLUDING ABOVE-GROUND ENCLOSURES, MARKERS AND CONCRETE PADS AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 13, 1989 IN OFFICIAL RECORDS AS NO. 89-101015.  
12 AN EASEMENT IN FAVOR OF GENERAL TELEPHONE COMPANY, FOR OVERHEAD AND/OR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS CONSISTING OF POLES, GUYS AND ANCHORS, CROSSARMS, WIRES, UNDERGROUND CONDUITS, CABLES, VAULTS, MANHOLES, HANDHOLES AND INCLUDING ABOVE-GROUND ENCLOSURES, MARKERS AND CONCRETE PADS AND INCIDENTAL PURPOSES, RECORDED OCTOBER 14, 1989 IN OFFICIAL RECORDS AS NO. 89-116453.  
13-15 NOT A SURVEY MATTER.  
16 AN EASEMENT IN FAVOR OF GENERAL TELEPHONE COMPANY, FOR OVERHEAD AND/OR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS CONSISTING OF POLES, GUYS AND ANCHORS, CROSSARMS, WIRES, UNDERGROUND CONDUITS, CABLES, VAULTS, MANHOLES, HANDHOLES AND INCLUDING ABOVE-GROUND ENCLOSURES, MARKERS AND CONCRETE PADS AND INCIDENTAL PURPOSES, RECORDED OCTOBER 17, 1989 IN OFFICIAL RECORDS AS INSTRUMENT NO. 89-147519.  
17 AN EASEMENT IN FAVOR OF PAI LU TSAI & YU-OR MU TSAI, FOR EMERGENCY VEHICLE ACCESS (TO SERVE UNTIL PERMANENT ACCESS IS AVAILABLE BY COMPLETE DEVELOPMENT OF LOT 40 OF TRACT 4065-1) AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 6, 1988 IN OFFICIAL RECORDS AS INSTRUMENT NO. 88-128954.  
18 AN EASEMENT IN FAVOR OF THE CITY OF OXNARD, FOR SIDEWALK, PIPELINE, AND INCIDENTAL PURPOSES, RECORDED MARCH 16, 1989 IN OFFICIAL RECORDS AS INSTRUMENT NO. 89-41020.  
19 AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, FOR OVERHEAD AND/OR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS CONSISTING OF POLES, GUYS AND ANCHORS, CROSSARMS, WIRES, UNDERGROUND CONDUITS, CABLES, VAULTS, MANHOLES, HANDHOLES AND INCLUDING ABOVE-GROUND ENCLOSURES, MARKERS AND CONCRETE PADS AND INCIDENTAL PURPOSES, RECORDED MAY 3, 1989 IN OFFICIAL RECORDS AS INSTRUMENT NO. 89-69473.  
20-21 NOT A SURVEY MATTER.  
22 AN EASEMENT IN FAVOR OF CHANNEL ISLANDS BUSINESS CENTER, LLC, A LIMITED LIABILITY COMPANY, FOR EMERGENCY VEHICLE ACCESS AND INCIDENTAL PURPOSES, RECORDED MAY 3, 2002 IN OFFICIAL RECORDS AS INSTRUMENT NO. 02-107169. (BLANKED IN NATURE) (NOT PLOTTABLE)  
23-30 NOT A SURVEY MATTER.

**LEGEND**  
BW BACK OF WALK  
EG EXISTING GRADE  
FG FINISH GRADE  
FS FINISH SURFACE  
TC TOP OF CURB  
FL FLOW LINE  
EP EDGE OF PAVEMENT  
FF FINISH FLOOR  
PAD PAD GRADE  
TW TOP OF WALL  
TF TOP OF FOOTING  
HP HIGH POINT  
LP LOW POINT  
CF CURB FACE  
TG TOP OF GRATE  
TRW TOP OF RETAINING WALL  
EDF EXTRA DEPTH FOOTING  
INV INVERT OF PIPE  
Y TOP OF SLOPE  
N RATE OF SLOPE  
TOE OF SLOPE  
-S EXISTING SEWER  
-W EXISTING WATER  
-H EXISTING FIRE HYDRANT  
-F EXISTING FDC  
-V EXISTING WATER VALVE

**STATHAM AVENUE TYPICAL SECTION**  
N.T.S.

**IVES AVENUE TYPICAL SECTION**  
N.T.S.

**OXNARD BOULEVARD TYPICAL SECTION**  
N.T.S.

**NOTE:**  
1. ALL EXISTING STRUCTURES WILL BE DEMOLISHED OTHERWISE NOTED TO BE PROTECTED IN PLACE. SEE TOPOGRAPHIC PLAN.

**PROPOSED PUBLIC IMPROVEMENT NOTE:**  
ALONG OXNARD BOULEVARD 8" CURB AND GUTTER AND MEANDERING SIDEWALK WILL BE CONSTRUCTED AND EXISTING CURB RAMP WILL BE REPLACE TO COMPLY WITH ADA REQUIREMENT SAME WITH AT THE CORNER OF IVES AVENUE AND STATHAM BOULEVARD. THERE ARE EXISTING FIRE SERVICE, TWO WATER SERVICES AND SEWER LATERAL THAT SERVED EXISTING BUILDING THAT WILL BE DEMOLISH. PROJECT IS PROPOSING ADDITIONAL ONE FIRE SERVICES, ONE WATER METER AND SEWER LATERAL. THE EXISTING DRIVEWAY AT IVES AVENUE WILL BE REMOVED AND WILL BE RECONSTRUCTED ABOUT 27 FEET NORTHWEST OF THE PREVIOUS LOCATION.

**LEGEND**  
GW EXISTING GAS METER  
WM EXISTING WATER METER  
FC EXISTING PULL BOX  
ICV EXISTING ICV  
SL EXISTING STREET LIGHT  
EC EXISTING CONTOUR  
FC FINISH CONTOURS  
DL DAYLIGHT LINE  
R REMOVAL  
EX EXIST. CONCRETE  
C CONCRETE  
A ASPHALT PAVING  
EW EXISTING WATER EASEMENT TO BE VACATED  
PW PROPOSED WATER EASEMENT NEW LOCATION

**SCALE: 1"=20'**

**LAND DEVELOPMENT DESIGN COMPANY, LLC**  
2313 E. Philadelphia St., Ste. F  
Ontario, CA 91761  
(909) 930-1466 • FAX (909) 930-1468  
PLANNING • CIVIL • SURVEYING

**TENTATIVE PARCEL MAP NO.**  
SITE: 1600 IVES AVENUE, OXNARD, CA 93033  
PREPARED FOR: HASSAN AMIRSADEGH, HABITAT COMMERCIAL INC., 10717 WILSHIRE BLVD., #607, LOS ANGELES, CA 90024  
PREPARED BY: J.K.R.  
CHECKED BY: J.K.R.

**REVISIONS:**  
BENCHMARK: DENNIS C. FARNSWORTH, R.C.E. 31653 LIC. EXP. 12/31/22  
APPROVED BY: DENNIS C. FARNSWORTH, R.C.E. 31653 LIC. EXP. 12/31/22  
DATE: 7/14/21

**DATE:** 11/19/21  
**JOB NO.:** 6365  
**DRAWN BY:** VAP  
**SCALE:** 1"=20'  
**DESIGNED BY:** KJR  
**SHEET** 1  
**OF** 1  
**CHECKED BY:** KJR  
**SHEETS**

**DIAL TOLL FREE 811**  
AT LEAST TWO DAYS BEFORE YOU DIG  
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

**REGISTERED PROFESSIONAL ENGINEER**  
**DENNIS C. FARNSWORTH**  
No. 31653  
Exp. 12/31/2022  
CIVIL  
STATE OF CALIFORNIA



## PLANNING COMMISSION STAFF REPORT

**TO:** Planning Commission

**FROM:** Jay Dobrowalski, Senior Planner

**DATE:** February 17, 2022

**SUBJECT:** **Project Name: Starbucks & Fast Food Drive-Throughs & Parcel Map - Ives Avenue;** Planning and Zoning Permit Nos. 21-300-04 (Parcel Map), 21-500-06 (Special Use Permit), 21-500-07 (Special Use Permit); 1600 Ives Avenue; APNs: 220-0-274-015, -025, -095

- 1) **Recommendation:** That the Planning Commission (“**Commission**”):
  - a) Find the Project to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15332 (Infill Development); and
  - b) Adopt Resolution 2022-XX recommending the City Council Approve Planning and Zoning Permit No. 21-300-04 (Parcel Map), subject to certain findings and conditions; and
  - c) Adopt Resolution 2022-XX approving Planning and Zoning Permit No. 21-500-06 (Special Use Permit), subject to certain findings and conditions; and
  - d) Adopt Resolution 2022-XX approving Planning and Zoning Permit No. 21-500-07 (Special Use Permit), subject to certain findings and conditions.
  
- 2) **Project Description and Applicant:** The applicant requests permits to authorize the demolition of an existing 8,868 square-foot building and subdivide an existing 1.78 acre project area into two lots with new development. The proposed development includes the construction of a 983 square-foot coffee house (Starbucks) with drive-through with 14-vehicle capacity on a 0.79 acre lot and a 2,533 square-foot fast food restaurant (Fast Food) with drive-through with 9-vehicle capacity on a 0.99 acre site, and related site improvements including 72 shared parking spaces, sidewalks, patios, and landscaping.

The Project site is located at 1600 Ives Avenue (APNs: 220-0-274-015, -025, -095) within the Channel Islands Business Center (CIBC), the Commercial General, Planned Development (C-2-PD) zone district and within the Commercial General land use designation (Attachment A). For purposes of this staff report, the foregoing project description shall be referred to as the “Project.” Filed by Hassan Amirsadeghi of Habitat Properties, 10717 Wilshire Boulevard, Unit 607, Los Angeles, California 90024, designated agent (the “Applicant”) on behalf of Philippine Center of Ventura County, 1600 Ives Avenue,

Oxnard, California 93030 (the “Property Owner”).

Please see the reduced Project plans (Attachment B: Starbucks; Attachment C: Fast Food; Attachment D: Parcel Map) for more details.

- 3) Existing & Surrounding Land Uses:** The Project site is currently developed with an events center building and associated infrastructure improvements. The Project site is not located in a 2030 General Plan identified neighborhood. The following table lists and identifies the General Plan Land Use Designations, Zoning Designations, and existing land uses of the Project site and properties immediately adjacent to the site, which are also illustrated in Attachment A:

Table 1  
Existing and Surrounding Land Uses

| LOCATION     | GENERAL PLAN                                              | ZONING                                                                             | EXISTING LAND USE                                                                           |
|--------------|-----------------------------------------------------------|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| Project Site | Commercial General (CG)                                   | General Commercial, Planned Development (C-2-PD)                                   | Events center                                                                               |
| North        | Business Research Park (BRP)                              | Business Research Park (BRP)                                                       | Statham Boulevard, Pacific Avenue, Ives Avenue, church with preschool, distribution service |
| South        | Commercial General (CG)                                   | General Commercial, Planned Development (C-2-PD)                                   | South Oxnard Boulevard, medical center (under construction)                                 |
| East         | Business Research Park (BRP) and Industrial Limited (ILM) | Business Research Park (BRP) and Limited Manufacturing, Planned Development (MLPD) | Ives Avenue, engineering consultants, vacant lot                                            |
| West         | Commercial General (CG)                                   | General Commercial, Planned Development (C-2-PD)                                   | Statham Boulevard, commercial development                                                   |

- 4) Background Information:** On August 7, 1989, the Community Development Director granted Development Design Review Permit No. 89-3 to authorize the construction of a speculative building that was subsequently operated as a Marie Callender’s Restaurant. In 2007, the Community Development Director granted a Zone Clearance for the operation of Liu City Buffet.

On October 16, 2013, City Council conducted a Pre-Application review for a proposed General Plan Amendment and Zone Change to change the zoning designation from Business and Research Park (BRP) to General Commercial Planned Development (C-2-PD). On January 27, 2014, City Council approved the proposed General Plan Amendment and Zone Change.

On December 17, 2017, the Community Development Director granted a Zone Clearance for the existing restaurant and events center.

On November 14, 2018, the Planning Commission granted a Special Use Permit for the sale of alcohol within the existing restaurant and events center.

On February 1, 2021, the current applicant submitted a conceptual plan for a Pre-Development Advisory Committee review of the proposed development.

- 5) Environmental Determination:** In accordance with Section 15332 (In-Fill Development) of the California Environmental Quality Act (CEQA) Guidelines, projects characterized as in-fill development may be found to be exempt from the requirements of CEQA. The Project consists of the demolition of the existing 8,868 square-foot events center building, the subdivision of the existing 1.78 acre project site into two lots with development including a 983 square-foot coffee shop with a drive-through with 14-vehicle capacity on an 0.79 acre lot with 31 parking spaces, a 2,533 square-foot fast food restaurant with drive-through with 9-vehicle capacity on a 0.99 acre site, and related improvements with 41 parking spaces, sidewalks, patios and landscaping and infrastructure improvements. The 72 parking spaces are to be shared parking between the adjacent lots. Both of the new buildings have been designed to be consistent with the Commercial General (CG) General Plan land use designation, the General Commercial, Planned Development (C-2-PD) zoning designation, and the Channel Islands Business Center. The proposed development is located on an approximately 1.78-acre site which is generally surrounded by urban uses. The Project site will be adequately served by all required utilities and public services. The Project site is currently developed and has no value as habitat for endangered, rare or threatened species. As a result, this Project will not result in any significant effects relating to traffic, noise, or air quality.

No Exceptions to the Exemptions (Section 15300.2) apply to defeat the Exemptions. Therefore, staff has determined that there is no substantial evidence that the Project will have a significant effect on the environment and recommends that the Planning Commission direct the Planning & Environmental Services manager to file the Notice of Exemptions (Attachment E) with the Ventura County Clerk pursuant to Section 15062 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption of the project.

**6) Project Analysis:**



- a) **General Discussion:** As discussed below, the Project has been found to be consistent with the 2030 General Plan, the Oxnard City Code (OCC), and the Channel Islands Business Center.

The Planning Commission is the decision maker for Special Use Permits pursuant to OCC §16-536, and the Planning Commission makes a recommendation to the City Council to approve or disapprove a Parcel Map pursuant to OCC §15-40.

- b) **General Plan Consistency:** The City's 2030 General Plan land use designation for the subject site is Commercial General which allows retail centers and free-standing commercial uses along arterials (including drive-throughs). The proposed Project includes two free-standing commercial uses along the arterial Oxnard Boulevard. As a result, the approval of this project has been determined to be consistent with the 2030 General Plan and the property's land use designation.

Consistency with the 2030 General Plan is defined by the relationship between 2030 General Plan policies and the proposed Project. The three consistency classification levels are:

- I. Direct Applicability to a Proposed Project or Program (full text of the policy and an explanation).
- II. Related or Indirect Applicability to the Proposed Project or Program (policy title and an explanation for each or groups of related or indirectly related policies).
- III. No or Distant Applicability to the Proposed Project or Program (all policies not listed as Level I and II are assumed to be consistent).

Table 2  
 General Plan Consistency

| POLICY | LEVEL | POLICY OR TITLE                             | EXPLANATION                                                                                                                                                   |
|--------|-------|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CD-1.2 | II    | In-fill development, priority to mixed use  | The Project site is within a developed area of the City and qualifies as infill.                                                                              |
| CD-9.2 | I     | Commercial Revitalization and Redevelopment | The development will redevelop an under-utilized site along Oxnard Boulevard with two new commercial buildings each with a drive-through and new landscaping. |

|                           |     |                                                                                                     |                                                                                                                                                                                                                                                                                                                                         |
|---------------------------|-----|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ICS-8.1<br>&<br>ICS-8.5   | I   | Improved Pedestrian<br>Connections and Pedestrian<br>Orientation                                    | The project orients the development to the public realm along Oxnard Boulevard, enhances the pedestrian environment by placing outdoor patios between the building and the public sidewalks, and promotes safety and minimizes conflicts between automobiles, bicycles, and pedestrians by installing new walkways to Oxnard Boulevard. |
| ER-10.1-<br>&<br>ICS-19.2 | I   | Promote use of Native and<br>Water Wise Plants and<br>Water Supply Findings for<br>Smaller Projects | The Project incorporates native and water wise plants and is conditioned to comply with City's Landscape and Water Conservation Standards (Ordinance No. 2822) and applicable water conservation requirements of the State of California.                                                                                               |
| CD-5.2<br>SH-6.4          | II  | Compatible Land Use                                                                                 | The proposed buildings are consistent with the allowable Commercial General land uses and will be compatible with adjacent uses as designed, and are not anticipated to generate nuisances.                                                                                                                                             |
| CD-15.6                   | II  | Share of regional taxable<br>sales                                                                  | The Project includes the redevelopment of an existing site to allow for new businesses, which will generate retail tax sales revenue to the City.                                                                                                                                                                                       |
| CD-14.1<br>CD-14.2        | II  | Design review process<br>Development Advisory<br>Committee (DAC) functions                          | The Development Advisory Committee (DAC) review process led to changes in the Project and/or conditions of approval that meet these Level II policies.                                                                                                                                                                                  |
| CD-18.1<br>CD-18.5        | II  | Attract new businesses<br>Increase the availability of<br>land for new businesses                   | The Project will provide for more tenant options to businesses/companies to open a new business or relocate to the City.                                                                                                                                                                                                                |
| All<br>others             | III | All policies not listed above                                                                       | No or Distant Applicability to the Proposed Project.                                                                                                                                                                                                                                                                                    |

- c) Conformance with Zoning Code Development Standards:** The proposed development is located within the General Commercial, Planned Development (C-2-PD) zone district and is subject to the General Commercial (C-2) development standards.

The proposed project was evaluated for consistency with the C-2 development standards. As shown in Attachment F, the Project is designed to be consistent with the development

standards.

- d) *Conformance with Channel Islands Business Center Guidelines:*** The proposed development is located in the Channel Islands Business Center (CIBC) and is subject to the CIBC development plan.

The proposed project was evaluated for consistency with the CIBC development plan. As shown in Attachment G, the Project is designed to be consistent with the development plan.

- e) *Site Design, Circulation, and Parking:*** The project site has access from Ives Avenue via an existing driveway. The existing driveway will provide access to the site and allow for vehicle circulation around the site. While there is shared access and shared parking areas located between the two proposed buildings, the drive-through facilities of each building are designed to be self-sufficient. Self-sufficient means customers are able to access the sites through the driveways adjacent to the drive through facility, access the drive-through lane and parking at the rear of the site, then exit the drive-through lane and parking area through the same driveway, for each of the respective facilities. Additionally, if one of the sites were not redeveloped, the other site could still be redeveloped.

While the Project includes drive-through facilities, the proposed development has been designed for pedestrian access and circulation. Both facilities have been specifically designed to front directly onto Oxnard Boulevard, providing for direct pedestrian access to the project site from the right-of-way without having to cross the drive-through lanes or parking area. Additionally, an identified pedestrian path has been provided from Ives Avenue to Oxnard Boulevard to minimize pedestrian conflicts with vehicles circulating the site. In addition to the improved onsite circulation, the Project has been conditioned to provide an area for a future bus stop on Oxnard Boulevard. Currently, Gold Coast Transit does not provide bus service along the project site frontage on Oxnard Boulevard. The bus stop provides an option for future changes to the existing bus routes.

Due to the operational characteristics of existing Starbucks and other fast food restaurant drive-through facilities operating in the City of Oxnard and beyond, City staff was concerned about traffic circulation both onsite and in the public right-of-way given the high demand associated with the proposed development. As a result, both drive-through lanes have been designed with the entrances near the entrance of the parking lot and Ives Avenue, so that should the queue capacity exceed the queue amount the back-up will occur on site throughout the parking areas and is not anticipated to impact the adjacent road network and not onto either Statham Boulevard or Oxnard Boulevard. The Zoning Code requires a capacity of three vehicles between the pick-up window and the order board and five vehicles behind the order board. While both of the queues meet or exceed

the City requirements, the fast food development includes a Draft Transportation Management Plan (Attachment H), which were developed by the applicant team, and reviewed and accepted by City staff, which identifies both existing and future programs that can be implemented to minimize onsite impacts and prevent vehicles in the queue from spilling offsite.

For the fast food restaurant, in addition to the standard operation items, some of the key components include:

1. Cones and signage to direct vehicles through the main drive aisle.
2. Implementation of an expedited ordering process to reduce wait times.
3. Pavement marking to prevent blocking of the access aisle.

The proposed Starbucks site has a total of 25 parking spaces with a stacking credit of 6 parking spaces for a total of 31 parking spaces, which exceeds the on-site parking requirement of 20 spaces. The proposed fast food restaurant has a total of 32 parking spaces with a stacking credit of 9 spaces, for a total of 41 parking spaces, which is not in compliance with the on-site parking requirement of 51 spaces. However, the Project site is subject to a shared parking agreement, so parking is shared among both properties. The on-site parking requirements for the proposed development is shown in the following table:

Table 3  
Parking Consistency

| <b>Development</b>        | <b>City Code Parking Requirement</b> | <b>City Code Stacking Requirement</b> | <b>Parking and Stacking Provided</b> | <b>Total Parking Provided</b> | <b>Drive-Through Queue Study Maximum (Weekdays)</b> |
|---------------------------|--------------------------------------|---------------------------------------|--------------------------------------|-------------------------------|-----------------------------------------------------|
| <b>Proposed Starbucks</b> | 20 spaces                            | 8 spaces                              | 25 spaces;<br>6 stacking             | 31 spaces                     | 14 vehicles                                         |
| <b>Proposed Fast Food</b> | 51 spaces                            | 8 spaces                              | 32 spaces;<br>9 stacking             | 41 spaces                     | 12 vehicles                                         |
| <b>Total Development</b>  | 71 spaces                            | 16 spaces                             | 57 spaces;<br>15 stacking            | 72 spaces                     | 26 vehicles                                         |

As shown in the aforementioned Parking Consistency table, the proposed fast food lot parking area is deficient by 10 spaces, and the Starbucks lot has 10 excess parking spaces. Thus, the proposed development is subject to a condition of approval to require that each lot provides reciprocal access and parking spaces for both lots, and if one of the

uses ceases, then the other must have the City Code required on-site parking, or that use must also cease. The condition requires a recorded agreement between the two property owners and their successors in interest.

The proposed fast food lot includes a drive-through queue for a maximum of nine vehicles. Per the drive-through queue study submitted by the applicant, the anticipated average drive-through queue is 10 vehicles and the maximum is 12 vehicles. Thus, the proposed drive-through queue is insufficient to accommodate the vehicles in the queue, and the vehicles will likely block the on-site parking area and circulation on the project site but not spill over into the public right-of-way. The proposed fast food project is subject to a condition of approval to require a Transportation Management Plan for review and approval by the Community Development Director. The draft Transportation Management Plan (Attachment H) identifies programs that can be implemented to minimize onsite impacts and prevent vehicles in the queue from spilling offsite.

The City finds that the proposed project, as conditioned, and in the context of the documentation provided and reviewed demonstrate that there is sufficient vehicle queue, parking capacity, and loading facilities. Therefore, staff recommends approval of these SUP applications.

The proposed Starbucks project includes an order board that is approximately one foot away from the property line and would project noise towards the interior of the property. The proposed fast food project includes an order board that is approximately 44 feet away from the property line and would project noise towards the exterior of the property. The application materials did not include a noise level analysis for the proposed menu board equipment. Thus, both projects are subject to a condition of approval to require that the proposed development be located at least five feet from the side property lines pursuant to the City Code and the order boards or other project related items to not exceed the maximum allowable exterior noise levels for commercial (60 dBA) areas, pursuant to OCC Section 7-185 (Exterior Sound Standards).

- f) Building Design:** The proposed development is located within the Channel Islands Business Center, which does not require a specific architectural style for proposed development. The proposed development is designed to be consistent with the existing fast food building located across Statham Boulevard and other fast food restaurants recently developed throughout the City.

The proposed Starbucks development features a facade with smooth stucco with a grey color that includes horizontal wood cladding and a rooftop louvered mechanical screen with a black color to match the black rim along the trim on the top of the building. The building includes a metal canopy and awning over the walk up service window and drive-through service window. The drive-through facade of the building features outdoor

lighting to provide downward lighting within the drive-through area. The building has a flat roof with flat walls with few windows and minimal trim for a more modern design.

The proposed fast food development features a facade with smooth stucco with a grey color that includes a brick veneer base around the bottom of the building and horizontal wood cladding around the top of the building. Portions of the stucco wall are a milky quartz color that extend upward beyond the wood cladding and are capped with a cornice to create visual interest. The building includes a metal canopy and awning over the drive-through aisle and the pedestrian entrances. The building has a flat roof with empty exterior wall space with large glass windows and trim along the top and bottom of the building for a more contemporary design.

- g) Landscaping:** Both the Starbucks and Fast Food developments will exceed the required onsite landscaping on their respective lots. The revised site landscaping will provide parkways and landscape areas throughout the parking lot that will feature low water use, native and regionally adapted plants including grasses, succulents, and trees. Where feasible the existing trees will be retained. Both the Starbucks and Fast Food developments are conditioned to replace or offset the value of any trees to be removed, on their respective project sites.
- 7) Development Advisory Committee:** On August 25, 2021, the Project was reviewed by the Development Advisory Committee (DAC) which resulted in changes to the project and recommended conditions of approval. Subsequent to this initial review, the applicant continually worked with select members of the DAC on revisions to the plans while DAC members drafted project conditions. The DAC conditions of approval are included in the attached Resolutions.
- 8) Community Workshop and Public Input:** The Project is not located within a General Plan identified neighborhood; therefore, the Project was not presented during a Community Workshop.
- Consistent with public noticing requirements, this Planning Commission hearing was advertised in the newspaper, with an on-site posting, and by mail to property owners within 300 feet of the subject property. To date, Staff has not received any public comments regarding the proposed Project.
- 9) Appeal Procedure:** In accordance with Section 16-545 of the Oxnard City Code, the Planning Commission's action may be appealed to the City Council within 18 days after the decision date. Appeal forms may be obtained from the City Clerk and must be submitted with the appropriate fees before the end of the appeal period. If an appeal to the City Council is not filed within 18 days of the Planning Commission's decision, the decision of the Planning Commission shall be considered final.



*Starbucks & Fast Food Drive-Throughs and Parcel Map - Ives Avenue; PZ Nos. 21-300-04 (Parcel Map), 21-500-06 (Special Use Permit), 21-000-07 (Special Use Permit)*  
*Planning Commission Hearing Date: February 17, 2022*  
*Page 10 of 10*

**Attachments:**

- A. Maps (Vicinity, General Plan, Zoning, Aerial)
- B. Reduced Project Plans (Starbucks) (21-500-06)
- C. Reduced Project Plans (Fast Food) (21-500-07)
- D. Reduced Project Plans (Parcel Map) (21-300-04)
- E. Notice of Exemption
- F. Zoning Code Development Standards Consistency Table
- G. Channel Islands Business Center Development Plan Consistency Table
- H. Transportation Management Plan
- I. Draft Planning Commission Resolution Approving Planning and Zoning Permit No. 21-500-06 (Special Use Permit)
- J. Draft Planning Commission Resolution Approving Planning and Zoning Permit No. 21-500-07 (Special Use Permit)
- K. Draft Planning Commission Resolution Approving Planning and Zoning Permit No. 21-300-04 (Parcel Map)
- L. Staff Presentation

RESOLUTION NO. 2022-15

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING CITY COUNCIL APPROVE A TENTATIVE PARCEL MAP (PLANNING AND ZONING PERMIT NO. PZ 21-300-04) TO SUBDIVIDE A 1.78 ACRE SITE INTO TWO PARCELS (PARCEL 1 IS 0.99 ACRES, PARCEL 2 IS 0.79 ACRES) FOR A PROPERTY LOCATED AT 1600 IVES AVENUE, (APNS: 220-0-274-015, -025, -095) SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY HASSAN AMIRSADEGHI, OF HABITAT PROPERTIES, 10717 WILSHIRE BOULEVARD, UNIT 607, LOS ANGELES, CALIFORNIA 90024, DESIGNATED AGENT, ON BEHALF OF PHILIPPINE CENTER OF VENTURA COUNTY, 1600 IVES AVENUE, OXNARD, CALIFORNIA 93030 (PROPERTY OWNER).

WHEREAS, the Philippine Center of Ventura County owns a 1.78 acre parcel located at 1600 Ives Avenue (APNs: 220-0-274-015, -025, -095); and

WHEREAS, Hassan Amirsadeghi (the **“Applicant”** and/or **“Permittee”**) on behalf of the Philippine Center of Ventura County filed an entitlement application with the City of Oxnard on August 12, 2021 for a Parcel Map (PZ No. 21-300-04); and

WHEREAS, the Planning Commission of the City of Oxnard (**“Planning Commission”**) has conducted a duly noticed public hearing and considered the Applicant’s request to approve Tentative Parcel Map (Planning and Zoning Permit No. 21-300-04) to subdivision a 1.78 acre lot into two lots for the development of a 983 square-foot coffee house (Starbucks) with drive-through on a 0.79 acre lot, a 2,533 square-foot fast food restaurant with drive-through on a 0.99 acre site, and related site improvements in accordance with Chapter 15 of the Oxnard City Code; and

WHEREAS, said Parcel Map was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations; and

WHEREAS, the Planning Commission finds the Tentative Parcel Map, together with the provisions for its design and improvement, conforms to the City's 2030 General Plan and elements thereof; and

WHEREAS, the Planning Commission of the City of Oxnard has considered an application for Planning and Zoning Permit Nos. 21-500-06 (Special Use Permit) and 21-500-07 (Special Use Permit); and

WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a Class 32 “Infill Development Projects” Categorical Exemption (Section 15332). Further, the project does not trigger any of the Exceptions to the Exemptions (15300.2):

- A. Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located. A project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply to all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.**

The project site has a 2030 General Plan land use designation of Commercial General (CG) and a zoning designation of General Commercial, Planned Development (C-2-PD). The project site is currently developed within an existing events center, which contains an existing restaurant and events space. The project site is generally surrounded by other commercial urban development. The project site and adjacent sites do not contain any known environmental resource of hazardous or critical concern. Therefore, the project will have no impact on an environmental resource of hazardous or critical concern.

- B. Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.**

The existing events center contains a restaurant and event space. The existing building is generally surrounded by other commercial urban development. The proposed development is consistent with the development previously in operation on site. The proposed uses would potentially increase the amount of pedestrian traffic to the site; however, the project also includes site modifications which are intended to improve the site conditions for pedestrians including providing a pedestrian crosswalk and a direct pedestrian connection to the public right-of-way. As such, the proposed Project is consistent with the 2030 General Plan and Oxnard City Code and is compatible with the physical scale and character of allowable development in the project area. Any projects requiring discretionary approval would be analyzed with the General Plan and the Oxnard City Code for consistency and CEQA for any potential impacts. Therefore, the project will have no significant cumulative impact.

- C. Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.**

The existing events center contains a restaurant and event space. The existing building is surrounded by other commercial urban development. The proposed

development is consistent with the development previously in operation on site. The proposed uses would potentially increase the amount of pedestrian traffic to the site, however the project also includes site modifications which are intended to improve the site conditions for pedestrians including providing a pedestrian crosswalk and a direct pedestrian connection to the public right-of-way. The proposed site improvements will not result in an unusual circumstance that would cause the project to have a significant effect on the environment. The Project will not alter the urban development (commercial) character of the surrounding development and the property does not contain any unusual environmental characteristics as the property will generally be surrounded on all sides by urban development. Therefore, the Project will not have a significant effect on the environment due to unusual circumstances.

- D. Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements, which are required as mitigation by an adopted negative declaration or certified EIR.**

The Project is not located in or adjacent to a state designated scenic highway. The project site is located approximately 20 miles south of the nearest state scenic highway and does not include development which could result in damage to scenic resources within a highway designated as a state scenic highway. Thus, the proposed project will not result in damage to scenic resources within a highway designated as a state scenic resource.

- E. Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site, which is included on any list compiled pursuant to Section 65962.5 of the Government Code.**

The proposed project site is not included on any list compiled pursuant to Section 65962.5 of the Government Code.

- F. Historical Resources. A categorical exemption shall not be used for a project, which may cause a substantial adverse change in the significance of a historical resource.**

The project site does not contain an existing or potential landmark, point of interest, or historic resource, and it is not located within an existing, proposed, or potential Historic District. Therefore, the proposed project will not cause a substantial adverse change in the significance of a historical resource.

WHEREAS, the Planning Commission has held a duly noticed public hearing and received and reviewed written and oral comments related to the Project; and

WHEREAS, the Planning Commission finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the people who work, visit or live in this subdivision in particular.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. The Planning Commission, in accordance with the California Environmental Quality Act (CEQA), determines that the Project (subdivision of a lot and construction of a commercial building) will not have a significant impact on the environment and is categorically exempt from CEQA pursuant to CEQA Guidelines §15332 (Class 32) of the State CEQA Guidelines. The Project involves a request to demolish the existing building located at 1600 Ives Avenue, subdivide the existing lot into two lots with development including construction of a 983 square-foot coffee shop with a drive-through with 14-vehicle capacity, on an 0.79 acre lot and related improvements including 31 shared parking spaces, sidewalks, patios and landscaping and infrastructure improvements and administrative parking relief for shared parking with the adjacent 0.99 acre lot with 41 parking spaces. In addition to the physical improvements a Transportation Demand Management Plan will be implemented for the site to prevent vehicles from backing-up into adjacent roadways. As a result, this Project will not result in any significant effects relating to traffic, noise, or air quality. The Planning Commission has determined that there is no substantial evidence that the project will have a significant effect on the environment and no Exceptions to the Exemptions (Section 15300.2) apply to defeat the Exemption. The Planning & Environmental Services Manager is hereby authorized to file a Notice of Exemption with the Ventura County Clerk pursuant to Section 15602 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption of this Resolution.

SECTION 2. Based on the entire record before the Planning Commission and all written and oral evidence presented, including the Planning Commission Staff Report and all attachments thereto, the Planning Commission finds:

Consistent with California Government Code Section 66474, a legislative body of a city or county shall deny approval of a tentative map, or a parcel map for which a tentative map was not required, if it makes any of the following findings:

- (a) **That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.**

The project's commercial uses are consistent with the General Plan land use designation and zoning as discussed in great detail in Sections 6 (b), 6 (c), and 6 (e) and Section 7 of the Planning Commission Staff Report. The Project as designed and conditioned meets all applicable development standards. Therefore, the project is in conformance with the 2030 General Plan and the elements thereof and other adopted standards.

- (b) **That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.**

The design and improvements of the project will provide for development that furthers the intent of the General Plan to realize the potential of commercial improvements that increases commercial uses within the Channel Islands Business Center and is consistent with the 2030 General Plan, as discussed above in Finding 2a.

- (c) **That the site is not physically suitable for the type of development.**

The site is physically suitable for the proposed type of development because the site is relatively level and an environmental assessment of the site did not find any soil or geologic conditions that would make the site physically unsuitable for development. As the site is not subject to soil and/or geologic conditions indicating substrate instability, the site is suitable for the architectural design of the proposed development which is compatible with the character of the surrounding neighborhood

- (d) **That the site is not physically suitable for the proposed density of development.**

The site is physically suitable for the proposed density of development because it is located within a developed urban area and will be served by existing adequate public utilities. The C-2 zone does not have minimum parcel size or width requirements. The proposed development is designed and conditioned to meet all applicable development standards. Additionally, there are no identified physical constraints that would prohibit development of the proposed residential project.

- (e) **That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.**

The Project would not cause substantial environmental damage or substantially and



avoidably injure fish or wildlife or their habitat because no listed species are known or expected to occur at the project site and the project site is not considered to be conducive to important biological resources or their habitat. Additionally, the project site does not have any natural standing bodies of water, riparian habitat, or other sensitive natural communities. Federally protected wetland communities are not thought or known to exist on the site and the project site is not located within a Biological Resources Area which is known or thought to meet habitat needs for plants and animals or promote wildlife migration or movement.

- (f) **That the design of the subdivision or type of improvements is likely to cause serious public health problems.**

The design of the subdivision or type of improvements is unlikely to cause serious public health problems as the Project includes development that is designed and conditioned to meet all applicable development standards. However, potentially hazardous materials such as fuels, lubricants, and solvents would be used during grading and construction of the proposed project, but their use and disposal would be subject to applicable standards and law so as to not create environmental or health issues. The design of the subdivision is not likely to cause serious public health problems because, as indicated by Finding 2.a above, it would utilize existing adequate public utilities, namely water and sewer.

- (g) **That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. In this connection, the governing body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction and no authority is hereby granted to a legislative body to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision.**

The design of the subdivision does not conflict with easements, acquired by the public-at-large, for access through or use of property within the subdivision because, as conditioned, no buildings would be located in the area of the existing public utilities easements, all blanket easements or other easement that are no longer needed by the City shall be abandoned, and there is no need for new or additional easement(s) for the public-at-large.

The Planning Commission of the City of Oxnard finds that the proposed division of land complies with requirements established by the Subdivision Map Act and this chapter, including but not limited to requirements as to area, improvement and design, floodwater drainage control, appropriate improved public roads, sanitary disposal facilities, water supply availability and environmental protection.

**SECTION 3.** Based on the findings set forth herein, the Planning Commission hereby recommends the City Council approve Planning and Zoning Permit No. 21-300-04 for a Tentative Parcel Map, subject to the attached conditions of approval.

**SECTION 4.** The Secretary shall certify the adoption of this Resolution.

### **STANDARD CONDITIONS OF APPROVAL FOR LAND USE PERMITS**

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

| <b>DEPARTMENTS AND DIVISIONS</b> |                                 |    |                       |
|----------------------------------|---------------------------------|----|-----------------------|
| CA                               | City Attorney                   | PL | Planning Division     |
| DS                               | Dev Services/Eng Dev/Inspectors | TR | Traffic Division      |
| PD                               | Police Department               | B  | Building Plan Checker |
| SC                               | Source Control                  | FD | Fire Department       |
| PK                               | Landscape Design                | CE | Code Compliance       |

### **GENERAL PROJECT CONDITIONS**

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated February 17, 2022, (“the plans”) on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager (“Planning Manager”) or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major

- modification shall be required for substantial changes or increases in such items. (PL, G-2).
3. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, G-4)
  4. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5).
  5. Developer agrees, as a condition of adoption of this resolution, at Developer's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. (CA, G-6)
  6. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, G-7).
  7. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)
  8. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14).

#### **PLANNING DIVISION CONDITIONS**

9. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Commission and/or the City Council in all sets of construction documents and specifications for the project. (PL, PL-3)

10. Approved tentative map for a Parcel Map shall expire thirty-six (36) months after its approval if a Certificate of Approval for the Parcel Map is not recorded with the Ventura County Recorder's Office. (PL)
11. All existing reciprocal access and parking agreements for the site with adjacent sites will remain in full force and effect and shall apply to Parcels A and B created by this Parcel Map. Said easements can only be vacated with the consent of all parties to include the City of Oxnard as the regulating authority. The easements cannot be vacated until alternatives are devised and approved by the City to accommodate parking and circulation on adjacent sites.
12. Prior to City's issuance of the Certificate of Approval for Parcel Map, Subdivider shall provide proof of recordation of a reciprocal access and parking agreement that is acceptable to the City Attorney's office for the proposed site affected by the newly created Parcels A & B. (PL)
13. Subdivider shall establish a property owner's association and the association shall be responsible for the maintenance of parking, landscaping, lighting and other common areas and facilities held in common by the association and for the enforcement of CC&Rs related to property maintenance.
14. Subdivider shall submit to Planning staff an application and exhibits required for the Certificate of Approval of Parcel Map. Planning staff shall prepare the Certificate of Approval for Parcel Map, and the Subdivider shall record the Certificate of Approval for Parcel Map with the Ventura County Recorder's Office. (PL)
15. These conditions of approval impose specific fees, dedications, reservations and/or other exactions. Pursuant to Government Code Section 66020, the 90-day period in which the Developer or applicant has to protest the imposed fees, dedications, reservations and/or other exactions has begun as of the date that the conditions of approval are approved.

#### **DEVELOPMENT SERVICES DIVISION CONDITIONS**

16. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)
17. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code. Developer shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)

18. Developer agrees, as a condition of approval of this resolution, to indemnify, defend and hold harmless, at Developer's expense, City and its agents, officers and employees from and against any claim, action or proceeding commenced within the time period provided for in Government Code Section 66499.37, to attack, review, set aside, void or annul the approval of this resolution or to determine the reasonableness, legality or validity of any condition attached thereto. City shall promptly notify Developer of any such claim, action or proceeding of which City receives notice, and City will cooperate fully with Developer in the defense thereof. Developer shall reimburse City for any court costs and attorney's fees that City may be required to pay as a result of any such claim, action or proceeding. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve Developer of the obligations of this condition. Developer's acceptance of this resolution or commencement of construction or operations under this resolution shall be deemed to be acceptance of all conditions thereof. (DS-18)
19. Developer shall provide all necessary easements for streets, highways, alleys, sidewalks, parkways, landscaping, utilities, drainage facilities, or other improvements as required by City. If such easements cannot be obtained from the property owner by negotiation, City may acquire them at the expense of Developer by exercise of the power of eminent domain. Developer shall bear all costs of eminent domain proceedings, including appraisal, acquisition, attorney's fees, and court costs. Before City issues a site improvement permit, Developer shall dedicate all required easements to City. (DS-19)
20. Prior to approval of the final map or parcel map, Developer shall provide the City Engineer with written evidence from the Ventura County Clerk's Office that Developer has executed and filed with the Clerk all certificates, statements and securities required by Government Code Sections 66492 and 66493. (DS-26)
21. Prior to release of the final map or parcel map for recordation, Developer shall provide the City Engineer with a 100-scale base map for addressing purposes. The map shall be drawn on 18-inch by 24-inch mylar and shall show the standard address map title block, north arrow, street names, tract number, phase boundary and lot numbers. The City will assign all addresses. (DS-56)
22. Prior to release of the final map or parcel map for recordation, Developer shall post security satisfactory to the City Attorney guaranteeing that all survey monuments will be set as required by the Government Code and the City Code. (DS-57)
23. Developer shall process the Parcel Map PZ 21-300-04 associated with this permit concurrent with the site improvement plans for Planning and Zoning Permit Nos

- 21-500-06 and 21-500-07. The Parcel Map shall be processed for recordation concurrent with the approval of the PZs 21-500-06 and 21-500-07 site improvement plans. (DS)
24. The Parcel Map shall indicate the vacation of existing City easements that are determined by the City Engineer to no longer be necessary. The vacation(s) shall be processed under section 66445(j) of the Subdivision Map Act. If easement vacations are required to be processed separately from the Parcel Map, Developer shall be responsible for all costs associated with the vacation including, but not limited to, fees associated with the hearing(s), easement vacation document preparation, and review by the City. (DS)
25. Developer shall review and demonstrate to the City Engineer that the emergency access easement granted in favor of Pai Lu Tsai & Yu-Or Mu Tsai for Lot 40 of Tract 4065-1, recorded as Instrument No. 88-128954, is no longer needed for its intended use. Prior to the recording of the Parcel Map, Developer shall provide proof to the City Engineer that the existing emergency easement has been quitclaimed. (DS)
26. Developer shall provide to the City of Oxnard additional easement(s) for the sidewalk and curb ramp at the new driveway entry and the onsite water system. The new easements shall be shown on the Parcel Map, subject to review and approval by the City Engineer. (DS)
27. Developer shall identify the existing and proposed public drainage facilities along South Oxnard Boulevard and ensure that they stay within the public right of way. Alternatively, a drainage easement may be approved by the City Engineer if it is determined that no practical alternative exists. (DS)

(signatures on next page)

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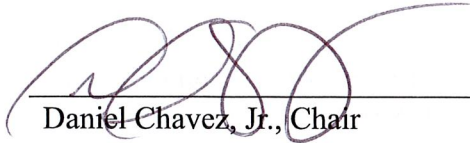
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PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 17th day of February 2022, by the following vote:

  
\_\_\_\_\_  
Daniel Chavez, Jr., Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held this 17th day of February 2022, and carried by the following vote:

AYES: Commissioner(s): Chair Chavez, Vice Chair Arruejo, and Commissioners Connelly, Lopez, Meyer, and Nash

NOES: Commissioner(s):

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s): Sanchez

RECUSED: Commissioner(s):

  
\_\_\_\_\_  
Scott Kolwitz, Secretary

COMMUNITY DEVELOPMENT DEPARTMENT  
 OXNARD PLANNING DIVISION  
 214 SOUTH C STREET  
 OXNARD, CALIFORNIA 93030



## NOTICE OF EXEMPTION

**Project Description:** Starbucks & Fast Food Drive-Throughs & Parcel Map - Ives Avenue; Planning and Zoning Permit Nos. 21-300-04 (Parcel Map), 21-500-06 (Special Use Permit), and 21-500-07 (Special Use Permit): The applicant requests permits to authorize the demolition of an existing 8,868 square-foot building and subdivide an existing 1.78 acre lot into two lots with new development. The proposed development includes the construction of a 983 square-foot coffee house (Starbucks) with drive-through with 14-vehicle capacity on a 0.79 acre lot, a 2,533 square-foot fast food restaurant (Fast Food) with drive-through with 9-vehicle capacity on a 0.99 acre site, and related site improvements including 72 shared parking spaces, sidewalks, patios, and landscaping.

The Project site is located at 1600 Ives Avenue (APNs: 220-0-274-015, -025, -095) within the Channel Islands Business Center (CIBC), the Commercial General, Planned Development (C-2-PD) zone district and the Commercial General (CG) General Plan land use designation. Filed by Hassan Amirsadeghi of Habitat Properties, 10717 Wilshire Boulevard, Unit 607, Los Angeles, California 90024, designated agent (the "Applicant") on behalf of Philippine Center of Ventura County, 1600 Ives Avenue, Oxnard, California 93030 (the "Property Owner").

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

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

**Supporting Reasons:** In accordance with Section 15332 (In-Fill Development) of the California Environmental Quality Act (CEQA) Guidelines, projects characterized as in-fill development may be found to be exempt from the requirements of CEQA. The Project consists of the demolition of an existing commercial building, subdivision of the 1.78 acre project site lot into two lots with development including a 983 square-foot coffee house (Starbucks) with drive-through with 14-vehicle capacity on a 0.79 acre lot, a 2,533 square-foot fast food restaurant (Fast Food) with drive-through with 9-vehicle capacity on a 0.99 acre site, and related site improvements including 72 shared parking spaces, sidewalks, patios, and landscaping. The new development has been designed to be consistent with the Commercial General (CG) General Plan land use designation, as well as with the Commercial General, Planned Development zone designation, and the Channel Islands Business Center development plan. The proposed development is located on a 1.78-acre site which is generally surrounded by urban uses. The Project site will be adequately served by all required utilities and public

Notice of Exemption

Project Nos. 21-300-04, 21-500-06, and 21-500-07

Page 2 of 2

services. The Project site is currently developed and has no value as habitat for endangered, rare or threatened species. As a result, this Project will not result in any significant effects relating to traffic, noise, or air quality. No Exceptions to the Exemptions (Section 15300.2) apply to defeat the Exemption. Therefore, the Planning Commission has determined that there is no substantial evidence that the Project will have a significant effect on the environment, and the Planning Commission recommends the Planning & Environmental Services manager to file the Notice of Exemption with the Ventura County Clerk pursuant to Section 15062 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption of the project.

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(Date)

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Joe Pearson II,  
Interim Planning & Environmental Services Manager

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING (PZ) PERMIT NO. PZ 21-300-04) TO SUBDIVIDE A 1.78 ACRE SITE INTO TWO PARCELS (PARCEL 1 IS 0.99 ACRES, PARCEL 2 IS 0.79 ACRES) FOR A PROPERTY LOCATED AT 1600 IVES AVENUE, (APNS: 220-0-274-015, -025, -095) SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY HASSAN AMIRSADEGHI, OF HABITAT PROPERTIES, 10717 WILSHIRE BOULEVARD, UNIT 607, LOS ANGELES, CALIFORNIA 90024, DESIGNATED AGENT, ON BEHALF OF PHILIPPINE CENTER OF VENTURA COUNTY, 1600 IVES AVENUE, OXNARD, CALIFORNIA 93030 (PROPERTY OWNER).

WHEREAS, the Philippine Center of Ventura County owns a 1.78 acre parcel located at 1600 Ives Avenue (APNs: 220-0-274-015, -025, -095); and

WHEREAS, Hassan Amirsadeghi (the “**Applicant**” and/or “**Permittee**”) on behalf of the Philippine Center of Ventura County filed an entitlement application with the City of Oxnard on August 12, 2021 for a Parcel Map (PZ No. 21-300-04); and

WHEREAS, on February 17, 2022, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing and considered the Applicant’s request to approve Tentative Parcel Map (Planning and Zoning Permit No. 21-300-04) to subdivide a 1.78 acre lot into two lots to allow for the development of a 983 square-foot coffee house (Starbucks) with drive-through on a 0.79 acre lot, a 2,533 square-foot fast food restaurant with drive-through on a 0.99 acre site, and related site improvements in accordance with Chapter 15 of the Oxnard City Code; and

WHEREAS, said Tentative Parcel Map was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations; and

WHEREAS, the proposed subdivision, together with the provisions for its design and improvement, is consistent with the 2030 General Plan; and

WHEREAS, the Tentative Parcel Map, together with the provisions for its design and improvement, conforms to the City's 2030 General Plan and elements thereof; and

WHEREAS, the Planning Commission of the City of Oxnard has considered an application for Planning and Zoning Permit Nos. 21-500-06 (Special Use Permit) and 21-500-07 (Special Use Permit); and

WHEREAS, the Planning Commission found that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and

welfare of the citizenry in general and the persons who work or visit in this subdivision in particular and recommended the City Council of the City of Oxnard (“City Council”) to approve Planning and Zoning Permit No. 21-300-04 (Tentative Parcel Map); and

WHEREAS, on July 28, 2022, the City Council conducted a duly noticed public hearing to consider Applicant’s request to approve Planning and Zoning Permit No. 21-300-04 (Tentative Parcel Map), reviewed the request, and carefully reviewed the Planning Commission’s Resolution No. 2022-15, recommending approval of the Tentative Parcel Map, subject to certain findings and conditions; and

WHEREAS, the City Council finds the proposed subdivision, together with the provisions for its design and improvement, is consistent with the 2030 General Plan, Oxnard City Code; and

WHEREAS, the Planning Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a Class 32 “Infill Development Projects” Categorical Exemption (Section 15332). Further, the project does not trigger any of the Exceptions to the Exemptions (15300.2):

- (a) **Location.** Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located -- a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply to all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

The project site has a 2030 General Plan land use designation of Commercial General (CG) and a zoning designation of General Commercial, Planned Development (C-2-PD). The project site is currently developed within an existing events center, which contains an existing restaurant and events space. The project site is generally surrounded by other commercial urban development. The project site and adjacent sites do not contain any known environmental resource of hazardous or critical concern. Therefore, the project will have no impact on an environmental resource of hazardous or critical concern.

- (b) **Cumulative Impact.** All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

The existing events center contains a restaurant and event space. The existing

building is generally surrounded by other commercial urban development. The proposed development is consistent with the development previously in operation on site. The proposed uses would potentially increase the amount of pedestrian traffic to the site; however, the project also includes site modifications which are intended to improve the site conditions for pedestrians including providing a pedestrian crosswalk and a direct pedestrian connection to the public right-of-way. As such, the proposed Project is consistent with the 2030 General Plan and Oxnard City Code and is compatible with the physical scale and character of allowable development in the project area. Any projects requiring discretionary approval would be analyzed with the General Plan and the Oxnard City Code for consistency and CEQA for any potential impacts. Therefore, the project will have no significant cumulative impact.

- (c) **Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.**

The existing events center contains a restaurant and event space. The existing building is surrounded by other commercial urban development. The proposed development is consistent with the development previously in operation on site. The proposed uses would potentially increase the amount of pedestrian traffic to the site, however the project also includes site modifications which are intended to improve the site conditions for pedestrians including providing a pedestrian crosswalk and a direct pedestrian connection to the public right-of-way. The proposed site improvements will not result in an unusual circumstance that would cause the project to have a significant effect on the environment. The Project will not alter the urban development (commercial) character of the surrounding development and the property does not contain any unusual environmental characteristics as the property will generally be surrounded on all sides by urban development. Therefore, the Project will not have a significant effect on the environment due to unusual circumstances.

- (d) **Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements, which are required as mitigation by an adopted negative declaration or certified EIR.**

The project is not located in or adjacent to a state designated scenic highway.



- (e) **Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site, which is included on any list compiled pursuant to Section 65962.5 of the Government Code.**

The proposed project site is not included on any list compiled pursuant to Section 65962.5 of the Government Code as confirmed by staff on February 17, 2022.

- (f) **Historical Resources. A categorical exemption shall not be used for a project, which may cause a substantial adverse change in the significance of a historical resource.**

The project does not contain an existing or potential landmark, point of interest, or historic resource, and it is not located within an existing, proposed, or potential Historic District. Therefore, the proposed project will not cause a substantial adverse change in the significance of a historical resource.

WHEREAS, the City Council finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this Resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this subdivision in particular; and

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

SECTION 1. Based on the entire record before the City Council and all written and oral evidence presented, including the City Council Staff Report and all attachments thereto, the City Council finds:

Consistent with California Government Code Section 66474, a legislative body of a city or county shall deny approval of a tentative map, or a parcel map for which a tentative map was not required, if it makes any of the following findings:

- (a) **That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.**

As described in great detail in the Planning Commission (February 17, 2022) Staff Report (Sections 6 (b), 6 (c), and 6 (e) and 7), the project's commercial uses are consistent with the General Plan land use designation and zoning. The Project as designed and conditioned meets all applicable development standards. The subdivision of land and associated improvements do not change the land use of the subject site. Therefore, the

project is in conformance with the 2030 General Plan and the elements thereof and other adopted standards.

**(b) That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.**

The design and improvements of the project will provide for development that furthers the intent of the General Plan to realize the potential of commercial improvements that increases commercial uses within the Channel Islands Business Center and is consistent with the 2030 General Plan, as discussed above in Finding 1.a.

**(c) That the site is not physically suitable for the type of development.**

The site is physically suitable for the proposed type of development because the site is relatively level and an environmental assessment of the site did not find any soil or geologic conditions that would make the site physically unsuitable for development. As the site is not subject to soil and/or geologic conditions indicating substrate instability, the site is suitable for the proposed development which is compatible with the character of the surrounding neighborhood.

**(d) That the site is not physically suitable for the proposed density of development.**

The site is physically suitable for the proposed density of development because it is located within a developed urban area and will be served by existing adequate public utilities. The C-2 zone does not have minimum parcel size or width requirements. The proposed development is designed and conditioned to meet all applicable development standards. There are no identified physical constraints that would prohibit development of the proposed commercial project. Additionally, there are no identified physical constraints that would prohibit development of the proposed commercial project.

**(e) That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.**

The project site has been developed with an events center. Thus, the proposed project would not likely cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because no listed species are known or expected to occur at the project site and the project site is not considered to be conducive to important biological resources or their habitat. Additionally, the project site does not include any natural standing bodies of water, riparian habitat, or other sensitive natural communities. Federally protected wetland communities are not thought or known to exist on the site and the project site is not located within a Biological Resources Area which is known or

thought to meet habitat needs for plants and animals or promote wildlife migration or movement.

**(f) That the design of the subdivision or type of improvements is likely to cause serious public health problems.**

The design of the subdivision or type of improvements is unlikely to cause serious public health problems as the Project includes development that is designed and conditioned to meet all applicable development standards. However, potentially hazardous materials such as fuels, lubricants, and solvents would be used during grading and construction of the proposed project, but their use and disposal would be subject to applicable standards and law so as to not create environmental or health issues. The design of the subdivision is not likely to cause serious public health problems because, as indicated by Finding 1.a above, it would utilize existing adequate public utilities, namely water and sewer.

**(g) That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. In this connection, the governing body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction and no authority is hereby granted to a legislative body to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision.**

The design of the subdivision does not conflict with easements, acquired by the public-at-large, for access through or use of property within the subdivision because, as conditioned, no buildings would be located in the area of the existing public utilities easements, all blanket easements or other easement that are no longer needed by the City shall be abandoned, and there is no need for new or additional easement(s) for the public-at-large.

The City Council of the City of Oxnard finds that the proposed division of land complies with requirements established by the Subdivision Map Act and this chapter, including but not limited to requirements as to area, improvement and design, floodwater drainage control, appropriate improved public roads, sanitary disposal facilities, water supply availability and environmental protection.

**SECTION 2.** The City Council, in accordance with the California Environmental Quality Act (CEQA), determines that the Project (subdivision of a lot and construction of a commercial building) will not have a significant impact on the environment and is categorically exempt from CEQA pursuant to CEQA Guidelines §15332 (Class 32) of the State CEQA Guidelines. The Project involves a request to demolish the existing building located at 1600 Ives Avenue, subdivide the existing lot into two lots with development including construction of a 983 square-foot coffee shop with a drive-through with 14-vehicle capacity, on an 0.79 acre lot and related improvements including 31 shared parking spaces, sidewalks, patios and landscaping and infrastructure improvements and administrative parking relief for shared parking with the adjacent 0.99 acre lot with 41 parking spaces. In addition to the physical improvements a Transportation Demand Management Plan will be implemented for the site to prevent vehicles from backing-up into adjacent roadways. As a result, this Project will not result in any significant effects relating to traffic, noise, or air quality. The City Council has determined that there is no substantial evidence that the project will have a significant effect on the environment and no Exceptions to the Exemptions (Section 15300.2) apply to defeat the Exemption. The Planning & Environmental Services Manager is hereby authorized to file a Notice of Exemption with the Ventura County Clerk pursuant to Section 15602 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption of this Resolution.

**SECTION 3.** Based on the findings set forth herein, the City Council hereby approves Planning and Zoning Permit No. 21-300-04 (Tentative Parcel Map), subject to the attached conditions of approval.

**SECTION 4.** The Secretary shall certify the adoption of this Resolution.

### CONDITIONS OF APPROVAL

The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

| DEPARTMENTS AND DIVISIONS |                                 |    |                       |
|---------------------------|---------------------------------|----|-----------------------|
| CA                        | City Attorney                   | PL | Planning Division     |
| DS                        | Dev Services/Eng Dev/Inspectors | TR | Traffic Division      |
| PD                        | Police Department               | B  | Building Plan Checker |

|    |                    |    |                 |
|----|--------------------|----|-----------------|
| SC | Source Control     | FD | Fire Department |
| PK | Landscape Design   | CE | Code Compliance |
| AH | Affordable Housing |    |                 |

## GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, G-1).
2. This permit is granted for the plans dated February 17, 2022, (“the plans”) on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager (“Planning Manager”) or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, G-2).
3. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, G-4)
4. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5).
5. Developer agrees, as a condition of adoption of this resolution, at Developer’s own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. (CA, G-6)
6. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, G-7).

7. Developer shall complete the “Notice of Land Use Restrictions and Conditions” form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)
8. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14).

#### **PLANNING DIVISION CONDITIONS**

9. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Commission and/or the City Council in all sets of construction documents and specifications for the project. (PL, PL-3)
10. Approved tentative map for a Parcel Map shall expire thirty-six (36) months after its approval if a Certificate of Approval for the Parcel Map is not recorded with the Ventura County Recorder’s Office. (PL)
11. All existing reciprocal access and parking agreements for the site with adjacent sites will remain in full force and effect and shall apply to Parcels A and B created by this Parcel Map. Said easements can only be vacated with the consent of all parties to include the City of Oxnard as the regulating authority. The easements cannot be vacated until alternatives are devised and approved by the City to accommodate parking and circulation on adjacent sites.
12. Prior to City’s issuance of the Certificate of Approval for Parcel Map, Subdivider shall provide proof of recordation of a reciprocal access and parking agreement that is acceptable to the City Attorney’s office for the proposed site affected by the newly created Parcels A & B. (PL)
13. Subdivider shall establish a property owner’s association and the association shall be responsible for the maintenance of parking, landscaping, lighting and other common areas and facilities held in common by the association and for the enforcement of CC&Rs related to property maintenance.
14. Subdivider shall submit to Planning staff an application and exhibits required for the Certificate of Approval of Parcel Map. Planning staff shall prepare the Certificate of Approval for Parcel Map, and the Subdivider shall record the Certificate of Approval for Parcel Map with the Ventura County Recorder’s Office. (PL)



15. These conditions of approval impose specific fees, dedications, reservations and/or other exactions. Pursuant to Government Code Section 66020, the 90-day period in which the Developer or applicant has to protest the imposed fees, dedications, reservations and/or other exactions has begun as of the date that the conditions of approval are approved.

#### **DEVELOPMENT SERVICES DIVISION CONDITIONS**

16. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)
17. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code. Developer shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)
18. Developer agrees, as a condition of approval of this resolution, to indemnify, defend and hold harmless, at Developer's expense, City and its agents, officers and employees from and against any claim, action or proceeding commenced within the time period provided for in Government Code Section 66499.37, to attack, review, set aside, void or annul the approval of this resolution or to determine the reasonableness, legality or validity of any condition attached thereto. City shall promptly notify Developer of any such claim, action or proceeding of which City receives notice, and City will cooperate fully with Developer in the defense thereof. Developer shall reimburse City for any court costs and attorney's fees that City may be required to pay as a result of any such claim, action or proceeding. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve Developer of the obligations of this condition. Developer's acceptance of this resolution or commencement of construction or operations under this resolution shall be deemed to be acceptance of all conditions thereof. (DS-18)
19. Developer shall provide all necessary easements for streets, highways, alleys, sidewalks, parkways, landscaping, utilities, drainage facilities, or other improvements as required by City. If such easements cannot be obtained from the property owner by negotiation, City may acquire them at the expense of Developer by exercise of the power of eminent domain. Developer shall bear all costs of eminent domain proceedings, including appraisal, acquisition, attorney's fees, and court costs. Before City issues a site improvement permit, Developer shall dedicate all required easements to City. (DS-19)

20. Prior to approval of the final map or parcel map, Developer shall provide the City Engineer with written evidence from the Ventura County Clerk's Office that Developer has executed and filed with the Clerk all certificates, statements and securities required by Government Code Sections 66492 and 66493. (DS-26)
21. Prior to release of the final map or parcel map for recordation, Developer shall provide the City Engineer with a 100-scale base map for addressing purposes. The map shall be drawn on 18-inch by 24-inch mylar and shall show the standard address map title block, north arrow, street names, tract number, phase boundary and lot numbers. The City will assign all addresses. (DS-56)
22. Prior to release of the final map or parcel map for recordation, Developer shall post security satisfactory to the City Attorney guaranteeing that all survey monuments will be set as required by the Government Code and the City Code. (DS-57)
23. Developer shall process the Parcel Map PZ 21-300-04 associated with this permit concurrent with the site improvement plans for Planning and Zoning Permit Nos 21-500-06 and 21-500-07. The Parcel Map shall be processed for recordation concurrent with the approval of the PZs 21-500-06 and 21-500-07 site improvement plans. (DS)
24. The Parcel Map shall indicate the vacation of existing City easements that are determined by the City Engineer to no longer be necessary. The vacation(s) shall be processed under section 66445(j) of the Subdivision Map Act. If easement vacations are required to be processed separately from the Parcel Map, Developer shall be responsible for all costs associated with the vacation including, but not limited to, fees associated with the hearing(s), easement vacation document preparation, and review by the City. (DS)
25. Developer shall review and demonstrate to the City Engineer that the emergency access easement granted in favor of Pai Lu Tsai & Yu-Or Mu Tsai for Lot 40 of Tract 4065-1, recorded as Instrument No. 88-128954, is no longer needed for its intended use. Prior to the recording of the Parcel Map, Developer shall provide proof to the City Engineer that the existing emergency easement has been quitclaimed. (DS)
26. Developer shall provide to the City of Oxnard additional easement(s) for the sidewalk and curb ramp at the new driveway entry and the onsite water system. The new easements shall be shown on the Parcel Map, subject to review and approval by the City Engineer. (DS)
27. Developer shall identify the existing and proposed public drainage facilities along South Oxnard Boulevard and ensure that they stay within the public right of way. Alternatively, a drainage easement may be approved by the City Engineer if it is determined that no practical alternative exists. (DS)

Resolution No. \_\_\_\_\_  
PZ 21-300-04 (Tentative Parcel Map): Starbucks and Fast Food  
July 28, 2022  
Page 12 of 12

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Oxnard, State of California, held on the 28th day of July, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

\_\_\_\_\_  
John C. Zaragoza, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Rose Chaparro, City Clerk

\_\_\_\_\_  
Stephen M. Fischer, City Attorney

# Ives Avenue Parcel Map

1600 Ives Avenue

Planning & Zoning Permit No. 21-300-04 (Parcel Map)

Applicant: Hassan Amirsadeghi, Habitat Properties

Jay Dobrowalski, Senior Planner

Joe Pearson II, Interim Planning & Environmental Services Manager

Vyto Adomaitis, Director of Community Development

City Council  
July 28, 2022



## Project Description

2

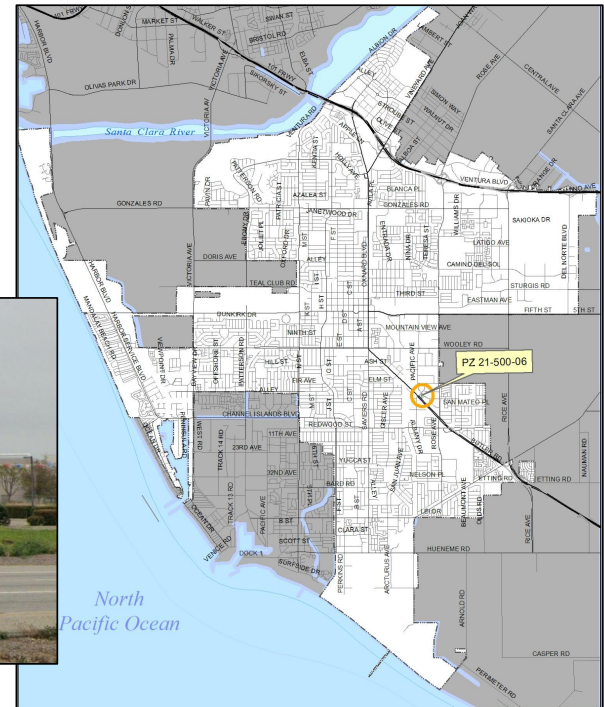
- A request for the approval of the subdivision of a existing 1.78 acre lot into two lots (PZ 21-300-04 - Parcel Map).
  - Create two lots for development:
    - 0.79 acre lot with coffee shop (Starbucks)
    - 0.99 acre lot with fast food restaurant
  - Reciprocal access and parking

# Project Location

3

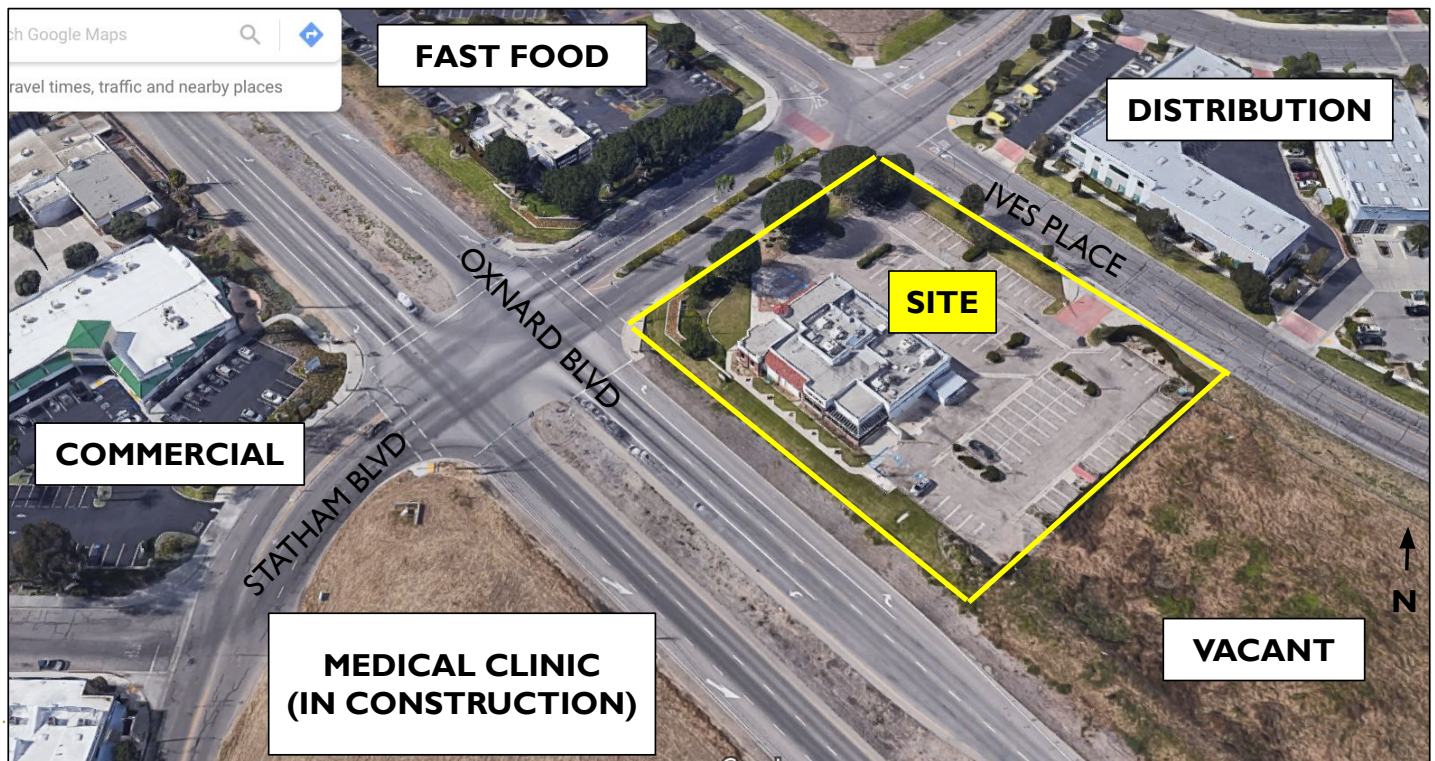
**Subject Site: 1600 Ives Avenue**

**Existing Events Center**



# Surrounding Land Uses

4





2030 General Plan:  
Commercial General (CG)



Zoning Designation:  
General Commercial, Planned  
Development (C-2-PD)



## Planning Commission Background

- **February 17, 2022:** Planning Commission approved Special Use Permits for a new Starbucks and Fast Food development. These actions allowed for:
  1. PZ 21-500-06 - Special Use Permit - Starbucks
    - Construct a new 983 square-foot coffee shop and outdoor patio
    - Drive-through with 14-vehicle capacity
    - Parking lot for 25 vehicles
    - Landscaping and infrastructure improvements
  2. PZ 21-500-07 - Special Use Permit - Fast Food
    - Construct a new 2,533 square-foot restaurant and outdoor patio
    - Drive-through with 9-vehicle capacity
    - Parking lot for 32 vehicles
    - Landscaping and infrastructure improvements
- The Planning Commission also recommended the City Council approval the Tentative Parcel Map to subdivide the existing lot.

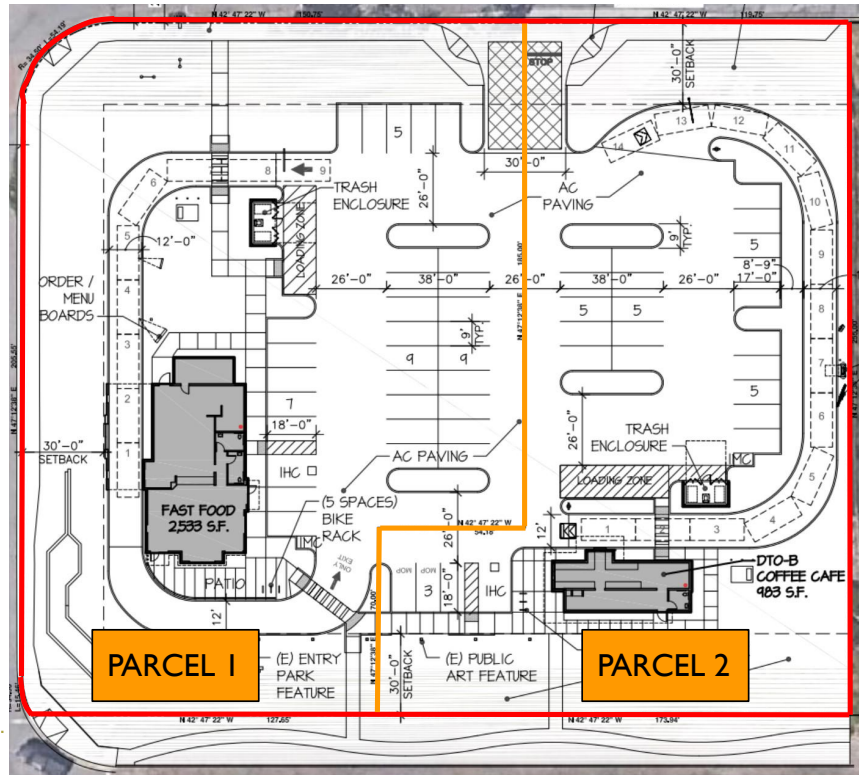


# Proposed Site Plan (Parcel Map)

7

## Proposed Parcel Map:

Creates two lots  
Reciprocal Access and Parking



# Policy, Code Consistency & CEQA

8

Project found to be consistent with:

- General Plan
- C-2-PD Development Standards & Parking
- Channel Islands Business Center Guidelines
- CEQA
  - Notice of Exemption will be filled

- Construction of off-site and on-site improvements (COA #3)
- The Project's permit are granted for 36 months (COA #10)
- Reciprocal access and parking agreement required (COA #12)
- Establishment of Property Owner's Association for maintenance (COA #13)
- Vacation of existing easements (COA #25)
- Provide easements for sidewalk, curb, and on-site water (COA #26)

## Public Notice

- Notice of PC hearing was provided:
  - Newspaper,
  - On-site posting; and
  - Mailed to property owners within 300 feet.
- To date, no public comment has been submitted regarding the project.

That the City Council:

- 1) Conduct a public hearing;
- 2) Find the Project to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15332 (Infill Development); and
- 3) Adopt a Resolution approving Planning and Zoning Permit No. 21-300-04 (Parcel Map), for a tentative parcel map, subject to certain findings and conditions.



## End of Presentation



## CITY COUNCIL AGENDA REPORT

### REPORTS AGENDA ITEM NO. M.1

**DATE:** July 28, 2022

**TO:** City Council

**FROM:** Phillip Molina, City Treasurer, (805) 385-7808, [phillip.molina@oxnard.org](mailto:phillip.molina@oxnard.org)

**SUBJECT:** City Treasurer's Monthly Investment Report for the Period Ending June 30, 2022. (0/5/5)

#### RECOMMENDATION

That the City Council receive and file the report.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/h5xi2ity6QU>

#### BACKGROUND

The City of Oxnard's June 2022 investment report will be brief this reporting period and is required to be submitted to the City Clerk and the City Council as prescribed in California Government Code 41004.

But first, I wish to give a special thanks to the City staff without whose assistance this report could not be generated. This report does not show the fund balances, nor disbursements, nor total receipts of the City of Oxnard, because Oxnard Municipal Code identifies the Oxnard Finance Department is charged with producing that information. This report does reflect the monthly investment information in the similar format that has been presented in previous months, along with the amounts in the Bank statements as of June 30, 2022. The following data is included in this report.

For the month of June, the investment portfolio earned an estimated \$369,385 including LAIF and the Ventura County Investment Pool.

Not in this sequence, it is our intention to show the public, the Mayor, and City Council the amounts in each city bank account so that you can see the percentage of available cash to the amount actually invested. You will notice the large buildup of cash in the bank account for the city's general business. This is the result of the anticipated Federal payments, and it is the intent of the Treasurer to greatly increase the amount of cash invested so that once again it exceeds 90%. For June we have exceeded our goal.

Next, we will show you in a bar chart the amounts invested separated by their maturity date or year. This will allow you to see the ladder or spread of the investments in order to generate a higher return. Third, we explain that the cash flows over the last 15 months, so you can judge the management of the cash and determine whether there are periods during the year when more money is available for a short period, overnight investments versus 2-, 3-, 4-, or 5-year maturities. Fourth, we will show you the daily cash position for June 30, 2022, so that you can see how the Treasurer's department reviews our cash balances every day to assure that the city has enough liquidity to cover its obligations.

And next, we make available the detailed list of every investment that the city currently holds as of the last day of June 30, 2022, upon request.

This information is being provided to you using both charts and graphs. The charts are presented so that the Mayor,

Council, and the public can begin to see the actual amounts in the city's bank accounts at Bank of America. The graphs are created in order to show trends and relationships that are best understood in that method of presentation. So, while this report is brief in the number of pages, we hope to respond to any questions you may have.

## STRATEGIC PRIORITIES

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

## FINANCIAL IMPACT

The City's total amount invested as of June 30, 2022 at estimated market value was \$365,476,253 purchased at a tax cost of \$381,417,932. Because the upward movement in the GSE market interest rates produces greater earnings, it also results in an estimated net market loss if we had to sell the older lower yielding instruments in the market today.

In a market (the city's policy requires risk-free rate of return) of fixed interest rates any instrument purchased today will decrease in value as the interest rates increases and vice versa. However, with a passive portfolio, one where we intend to hold each instrument until it matures, we can expect to receive the PAR or Face value when we sell back each individual GSE (government-sponsored enterprise bond) or CD so that there would be no market loss.

| ITEM                             | June 2022        |
|----------------------------------|------------------|
| Cost of investments (bank calc.) | \$381,417,932.50 |
| Par or face value                | \$381,310,000.00 |

USBank's tax costs and PAR/Face Value

Cash balances on the 30th day of June 2022 in each authorized city bank account with Bank of America totaled \$60,616,333.04 in the four Bank of America accounts.

| City Treasurer's bank accounts     | June 2022       |
|------------------------------------|-----------------|
| City's General Fund bank account   | \$52,821,236.19 |
| Successor Agency bank account      | \$7,611,703.51  |
| W/C (workers compensation) account | \$40,124.64     |
| Parking Citations updated          | \$143,268.70    |
| TOTAL CASH IN BANK ACCOUNTS        | \$60,616,333.04 |
| Less UAL pmt due unencumbered cash | \$25,436,601.00 |
|                                    | \$35,179,732.04 |

(Per Bank Statements as of June 30, 2022)

The investments have a par value of \$381,310,000. Some were purchased months or years earlier and during the period of controlled GSE interest rates set by the former President. To provide greater return we can try to reduce the amount invested with LAIF and spread that over the 2,3,4, and 5- year terms. Recently, LAIF was generating an average return that is now moving upward with the City's average portfolio return. LAIF's June average apportionment rate was 1.06%, which is less than the current GSE (government-sponsored enterprise) rates and less than our average portfolio yield. Reducing the amount in LAIF would produce greater returns, however, doing so would also reduce the liquidity of the portfolio.

| ITEM | June 2022 |
|------|-----------|
|------|-----------|

|                                         |                         |
|-----------------------------------------|-------------------------|
| <b>Cost of investments (bank calc.)</b> | <b>\$381,417,932.50</b> |
| <b>Par or face value</b>                | <b>\$381,310,000.00</b> |
| <b>USBank est Market value</b>          | <b>\$365,476,253.35</b> |

Estimated market value

The major portfolio's average current earning has a yield on a 365-day basis of 1.30% year to date. So based on the face value of the investments using the average portfolio yield for estimating the amount of interest earnings for the month of June and an estimated annual interest earnings over \$4.4 million:

|                                   |                       |
|-----------------------------------|-----------------------|
| <b>total est monthly earnings</b> | <b>\$369,685.83</b>   |
| <b>City's investment rate</b>     | <b>1.30%</b>          |
| <b>total est annual earnings</b>  | <b>\$4,436,230.00</b> |

Estimated annual and monthly earnings

Now when we look back at the monthly cash flows of the recent years, we found that the month with the highest cash outflow was in 2018 with a one-month outflow of \$37.4 million. And the fact that we had \$75 million invested in LAIF and \$31 million in the Ventura County Investment Pool, which can be drawn down within one day, means there should be no normal condition that would require the Treasurer to sell investments before their maturity. Before we reveal the details, we want to know the level of efficiency in our investment team. But first we look to see how much cash is available, how much cash is invested to determine the efficiency of the team. The goal is to invest 100% of available cash, and we know that for **normal** operations we should retain a daily balance of \$3-5 million in the bank accounts.

|                                       |                         |
|---------------------------------------|-------------------------|
|                                       | <b>June 2022</b>        |
| <b>amount invested @ tax cost</b>     | <b>\$381,417,932.50</b> |
| <b>total available cash to invest</b> | <b>\$408,985,961.03</b> |
| <b>percent invested = efficiency</b>  | <b>93%</b>              |

Efficiency rating

The daily cash report for the last working day in June shows sufficient available cash to satisfy the city's booked short-term obligations and the UAL payment due.

Date: Thu, Jun 30, 2022 at 4:05 PM

Subject: Daily cash report for 6/30/2022

To: Eden and Martha,

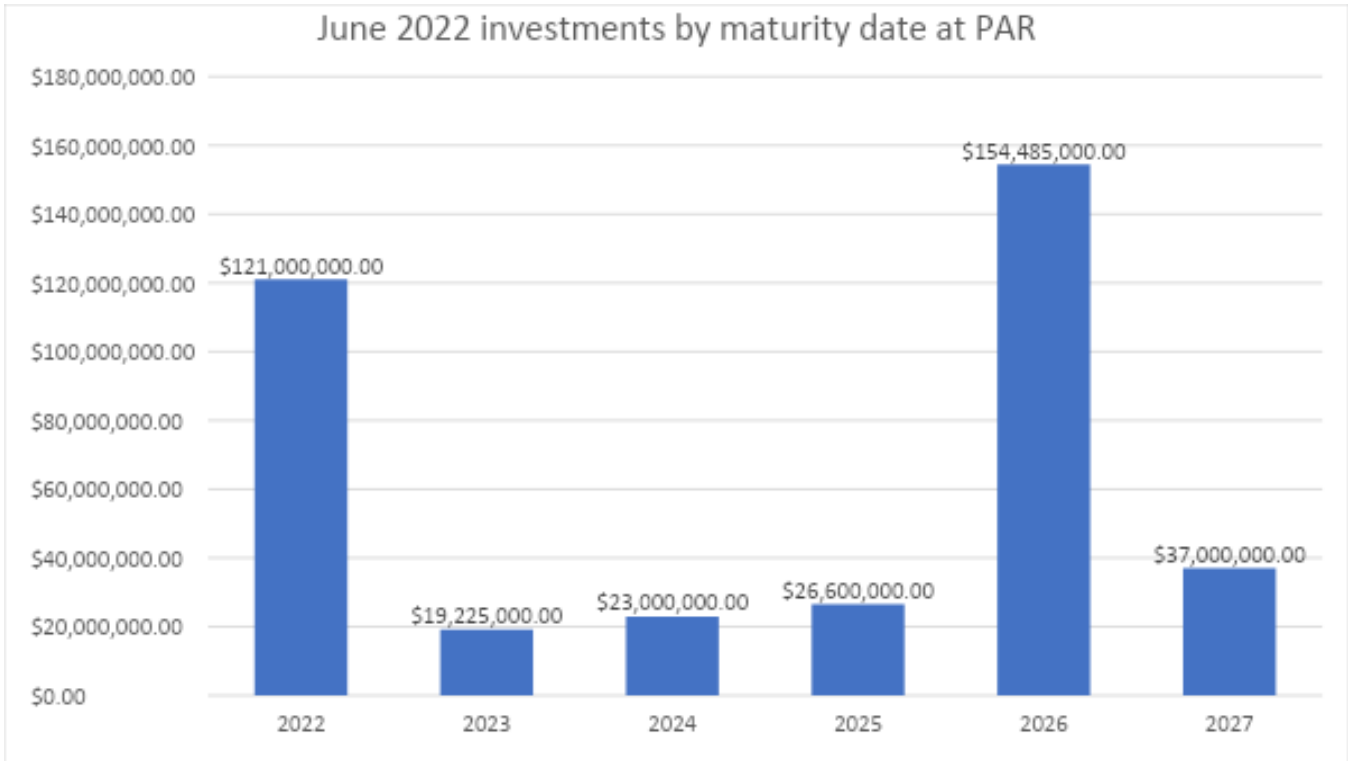
I reviewed the daily cash report showing \$52,008,502.47 in the General Bank Account, \$7,611,703.51 in the CDC account and a UAL payment due totaling (\$25,436,601.00).

| <b>DAILY CASH POSITION WORKSHEET - GENERAL ACCOUNT</b> |                        |                       |
|--------------------------------------------------------|------------------------|-----------------------|
| <b>DATE: 06/30/22</b>                                  |                        |                       |
| .                                                      |                        |                       |
|                                                        | <b>CREDIT ESTIMATE</b> | <b>DESCRIPTION</b>    |
| <b>Collected/Closing Avail Bal</b>                     | <b>52,993,319.48</b>   | <b>As of 06/29/22</b> |



|                                |                           |                    |
|--------------------------------|---------------------------|--------------------|
| 1 Day Float                    | 256,263.82                | As of 06/29/22     |
| Credit Cards-C2G/OTC           | 103,190.50                |                    |
| Auto Pay                       | 72,291.40                 |                    |
| LAIF Withdrawal                |                           |                    |
| Investment Coupon              | 15,156.25                 |                    |
| Other                          | 29,154.39                 | Co. of Vta         |
| Other                          |                           |                    |
| <b>TOTAL CREDITS</b>           | <b>\$ 53,469,375.84</b>   |                    |
|                                | <b>DEBIT ESTIMATE</b>     |                    |
| Accounts Payable to Clear      | 300,000.00                |                    |
| Investment Purchase            | 1,000,000.00              | 3134GXA61 4% FHLMC |
| Other                          | 122.71                    | VOYA               |
| Other                          | 160,750.66                | AIMS               |
| <b>TOTAL DEBITS</b>            | <b>\$ 1,460,873.37</b>    |                    |
| <b>GENERAL ACCOUNT BALANCE</b> | <b>\$ 52,008,502.47</b>   |                    |
|                                |                           |                    |
| <b>SUCCESSOR AGENCY</b>        | <b>\$ 7,611,703.51</b>    |                    |
|                                |                           |                    |
| <b>LAIF</b>                    | <b>\$ 75,000,000.00</b>   |                    |
|                                |                           |                    |
| <b>VCIP</b>                    | <b>\$ 31,000,000.00</b>   |                    |
| <b>* Pending Payments:</b>     |                           |                    |
| <b>UAL</b>                     | <b>\$ (25,436,601.00)</b> |                    |

The bar chart below, shows the maturities of City's investment portfolio and reflects the fact that as our older instruments are being called early, we find the need to acquire shorter term notes but not unless we can guarantee a rate of .19 % or higher as explained above.



Detail of investments available upon request.

**COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Phillip Molina, City Treasurer*

**ATTACHMENTS**

None



## CITY COUNCIL AGENDA REPORT

### REPORTS AGENDA ITEM NO. M.2

**DATE:** July 28, 2022

**TO:** City Council

**FROM:** Steve Naveau, Human Resources Director, (805) 385-7947, [steve.naveau@oxnard.org](mailto:steve.naveau@oxnard.org)

**SUBJECT:** Memoranda of Understanding - Employee Bargaining Units. (0/10/5)

### RECOMMENDATION

That the City Council of the City of Oxnard adopt the following Resolutions:

1. A Resolution of the City Council of the City of Oxnard approving the successor Memorandum of Understanding between the City of Oxnard and the International Union of Operating Engineers and authorizing the City Manager or designee to take the necessary administrative actions to implement the agreement,
2. A Resolution of the City Council of the City of Oxnard approving the successor Memorandum of Understanding between the City of Oxnard and the Service Employees International Union and authorizing the City Manager or designee to take the necessary administrative actions to implement the agreement,
3. A Resolution of the City Council of the City of Oxnard approving the successor Memorandum of Understanding between the City of Oxnard and the Oxnard Peace Officers Association and authorizing the City Manager or designee to take the necessary administrative actions to implement the agreement,
4. A Resolution of the City Council of the City of Oxnard approving the benefits for the Executive and Unrepresented employees and authorizing the City Manager or designee to take the necessary administrative actions to implement the Resolution,
5. A Resolution of the City Council of the City of Oxnard amending Resolution number 15,594 authorizing and approving the classification and salary schedule pursuant to Chapter 4 of the City Personnel Rules and Regulations, and
6. A Resolution of the City Council of the City of Oxnard amending Resolution number 15,593 authorizing full time equivalent positions pursuant to Chapter 4 of the City Personnel Rules and Regulations.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/uRNXuzyY270>

### BACKGROUND

The attached resolutions contain the new terms and conditions of employment with the following bargaining units:

- The International Union of Operating Engineers (IUOE) represents approximately 400 employees who perform work primarily in the field and utilities.
- The Service Employees International Union (SEIU) represents over 300 employees in the City who perform primarily administrative support work.
- The Oxnard Peace Officers Association (OPOA) represents approximately 230 sworn public safety and non-safety employees in the Police Department.
- The Executive and Unrepresented group, which includes approximately 20 employees including the City Manager, City Attorney, department directors, three assistant directors, and attorneys in the City Attorney's Office.

The negotiations took place over the last five months, the results of which included changes the City was asking to make in the health benefit, the implementation of the class and compensation study, cost of living adjustments and some miscellaneous terms that are pertinent to the individual bargaining units. The City has three more bargaining units--the Oxnard Mid-Managers Association (OMMA), the International Association of Firefighters (IAFF) and the Oxnard Public Safety Managers Association (OPSMA) with which the City is still negotiating new MOUs.

## **DISCUSSION**

The following provides a more detailed explanation of the changes that the bargaining units and the City have tentatively agreed to pending Council approval.

### **Health Benefit**

In the most recent 2018 bargaining unit contracts, the City took the step to increase the City's contribution towards medical coverage. Prior to this change, it had been over ten years since the City had last made a change in this benefit, which left it severely lagging in the marketplace. The changes being recommended include an increase in the City's contribution of 15% in the first year and 5% for each subsequent year in each year of the contracts, with the intent of providing a sufficient increase to cover a family plan in at least one medical plan option. These increases will help maintain a competitive position in the marketplace.

Currently, employees may receive cash payments related to their medical benefit in one of two ways: waive or cash back. The "waive" occurs when employees who are enrolled in medical coverage outside of the City can, with proof of credible coverage, receive the City contribution rather than the health benefit from the City. "Cash back" occurs when an employee enrolls in a medical plan with a premium less than the City contribution and then receives the excess contribution as cash.

Although the City is proposing to make increases in the contribution, it is decreasing cash back and waive amounts. To implement these changes, the City will create a two level system in medical contributions which is intended to slowly wean employees off of the waive and cash back payments. New employees or employees who make changes in their medical plans will immediately move to the plan level that does not have any "cash back" payments and reduces the "waive" payment from \$1,243 (\$900 for OPOA) to \$500. By reducing the payments employees receive from the "waive" and eliminating the "cash back," the City is able to repurpose this money back into the plan, which offsets the City increasing its contribution towards the plan premiums. Also, this more clearly aligns with the purpose of the City providing affordable health care rather than unintended supplemental cash payments to City employees.

### **Classification and Compensation Study (non-safety unions)**

Over six years ago, the City had an audit completed on the internal service departments, which led to over 100+ recommendations intended to move the internal departments to be capable of providing higher-quality services to the operating departments. One of these recommendations for the Human Resource Department was to implement a classification and compensation study.

The last time such a study was conducted was over 25 years ago. As a general rule, agencies want these studies to be done approximately every ten years. This study looked at the City's classification structure as well as the competitiveness of its salary structure. The results of the study included a broad classification system, which is helpful for employee career development by providing a career track progression, while at the same time making it easier for management to understand and administer the classification structure. Through the study, the City is also able to ensure that employees are paid based on both internal equity, meaning the value the job holds across the organization, and external market forces in the labor market.

Rather than immediately increasing employees' salaries to the new range, the employee bargaining units agreed to the new classification ranges applying over time. As employees receive their cost of living adjustments (described below) and five percent annual increases, their salaries will come into the new ranges. For some employees below the new range, it may take until the end of the proposed contract term to reach the new range. Under the terms of the various MOUs, employees in the IUOE bargaining group will all be brought into the salary range by the end of the contract in June 2025, by the amount that it takes to move the employee into his or her individual range. For SEIU, employees will be provided this adjustment in January 2024. This approach reduced the immediate financial impact to the City and, with the

exception of the Executive and Unrepresented group, allowed for cost of living adjustments for employees.

## **Cost of Living Adjustment**

### Non-Safety Bargaining Units

The City and the non-safety bargaining units have agreed to a 3% salary adjustment per year, also known as a cost of living adjustment (COLA) to all employees in the IUOE, and SEIU bargaining units. It has been over seven years since employees' salary ranges have received COLA adjustments due to the condition of the City's finances. This has hindered the ability to recruit new talent to the organization, as a COLA is a standard component of public sector employee contracts and in a survey of the public agencies in Ventura County, including the County itself, there is a range of COLAs up to 4%. The City believes that a 3% COLA is appropriate and timely given the economic climate. Though the salary ranges for the unrepresented executive group will increase by 3% per year, employees in this group are not automatically eligible to receive this 3% COLA increase.

### OPOA Bargaining Unit

For the three-year OPOA MOU with a term commencing July 1, 2021, the City and OPOA have agreed to a 0% COLA in FY 21-22, and a 5% COLA in both FY 22-23 and FY 23-24. This equates to an average COLA over the term of the OPOA MOU of 3.33% per year.

## **Other Miscellaneous Economic Terms**

### IUOE

*Standby Pay* – Currently employees in this bargaining unit receive \$2 per hour to be available to return to work within 45 – 60 minutes of receiving a call. Typically this is used on 24 hour operations or over weekends. The new contract with IUOE increases the standby rate to \$3 per hour.

*Tool Allowance* – As is common practice in this career field, fleet services equipment mechanics and fleet service maintenance workers purchase most of their tools that are used in their day-to-day work. The City is increasing the tool allowance for these employees by \$75 in each year of the contract up to a total of \$1,025 per year in the final year of the contract.

*Vacation* – The change on the vacation schedule is to match the schedule in the SEIU contract. This change amounts to a total accrual increase of 8 hours annually per employee (0.31 hours/pay period), with a direct offset of the elimination of a floating holiday for employees in IUOE.

### Executive Resolution

*Severance Pay* – Severance pay is the compensation the City provides to an employee after employment is over in exchange for the employee waiving any opportunity to sue and seek damages. When warranted, the City has provided a severance offer to executives when they are asked to leave the agency without breaking law or policy. This practice is very common in both the public and private sectors. The language in the Resolution allows for the City Manager, with the concurrence of the City Attorney, to make this offer up to \$75,000 (but not to the City Manager or City Attorney), which is the same dollar amount that Council has delegated for administrative approval to settle lawsuits and compromise claims against the City.

*Moving Expense Reimbursement* - Over the last couple of years while recruiting for executive staff, staff have been asked by potential candidates if the City offers a moving expense reimbursement. The City does not offer this and has had some of these candidates back out of the interview process in favor of other agencies that do offer this benefit. This has become more of a standard benefit that agencies are offering to entice candidates from other areas of the state and other parts of the country to come to their agency. It is important that Oxnard stay competitive in hiring. The benefit that is proposed is a reimbursement and the actual amount would be set when the position is offered to the candidate, up to a maximum of \$10,000.

*Establishment of a Retiree Health Savings Plan (RHS)* – The executive and unrepresented staff will eliminate the \$500 per year wellness benefit in exchange for the City making a 1% contribution towards an RHS plan. The RHS plan will provide funds to employees to use in retirement for health-related costs.

### OPOA

*Roll-up of percentage-based add-pay* - In order to simplify administration of payroll and to increase transparency in how the City compensates its police officers, the City and OPOA agreed to eliminate certain percentage-based add-pays and instead “roll up” these add-pays into the salary ranges. This creates a more attractive salary band to assist with recruitment, while greatly simplifying the payroll administration process. The maximum in these percentage-based add-pays that any OPOA member can have at any one time is 22%. The add-pays being eliminated and rolled into the salary range are as follows:

- Detective Pay (5% of salary)
- Longevity Pay (up to 7% of salary)
- Educational Pay (up to 10% of salary)
- Night Differential Pay (5% of salary)

(The total does not add up to 22% because detective pay and night differential pay are exclusive of one another.)

*One-Time Cash Payments* - In order to settle existing and potential litigation, the City has agreed to pay all members of OPOA a one-time cash payment of \$4,000 each. This one-time payment would occur in August 2022. A reserve for the existing litigation has already been established in the General Fund.

*Adjustment to Public Safety Dispatcher Ranges* - In order to assist with recruitment and retention, City staff is proposing an increase to the ranges for the Public Safety Dispatcher position. This will make the City’s salary range competitive with other local agencies, including the County of Ventura.

*Tuition Reimbursement* - With the removal of the add-pay for educational pay, a \$1,000 per employee annual tuition reimbursement plan will be included in the MOU. This tuition reimbursement plan would assist unit employees in furthering their education to further career growth in the City.

## **Fiscal Impact**

The total estimated cost of this package for IUOE, OPOA, SEIU, and Executives for the upcoming 3-year period is \$12,738,520 (the first year of the OPOA agreement is FY 21-22 and there is zero cost for this first year for OPOA). This amounts to approximately 11.45% of total compensation, or 3.82% per year. Of this total amount, the impact to the City’s General Fund totals \$7,562,868 over the 3-year term, as a portion of IUOE and SEIU are funded from sources other than the General Fund (for example, the utility funds and internal service fee funds).

The estimated cost per major fund is:

| <b>Description</b>      | <b>Fund</b>             | <b>FY 2022-23</b>  | <b>Total 3-Years</b> |
|-------------------------|-------------------------|--------------------|----------------------|
| General Fund            | 101                     | \$3,949,013        | \$8,087,342          |
| Measure O               | 104                     | \$211,461          | \$264,398            |
| Water                   | 601,608                 | \$247,016          | \$642,483            |
| Wastewater              | 611,621                 | \$268,484          | \$698,324            |
| Environmental Resources | 631                     | \$593,181          | \$1,542,853          |
| Internal Service Funds  | 701,702,725,731,735,741 | \$275,931          | \$717,693            |
| Other Funds             |                         | \$386,401          | \$785,427            |
| <b>Estimated Total</b>  |                         | <b>\$5,931,487</b> | <b>\$12,738,520</b>  |

## Labor Costing Methodology vs. Budget Methodology

As staff has shown in prior MOU-related agenda reports, the financial impact may be depicted in two ways. One is a year over year cost increase, which is what is used predominantly in the labor relations field. There are jurisdictions within Ventura County that depict their employee costs in this manner. This methodology shows what the increased cost is as compared with the previous year. Using this methodology, the impact in Year 1 will be \$5,931,487, the impact in Year 2 will be an additional \$4,492,517, and the impact in Year 3 will be a further \$2,314,516, for a total impact of \$12,738,520, as shown in the chart below.



The other methodology is more common for budget and finance professionals, who compare all of the financial costs of that contract to the year before the contract becomes effective (Base Year). This methodology compounds the increased costs over the term of the entire contract. In the case of the resolution presented here, this would be comparing the increase in costs in Year 1 to the budgeted cost of the group in the Base Year, the increase in costs in Year 2 to the budgeted cost of the group still in the Base Year, and the increase in costs in Year 3 to the budgeted cost of the group once again in the Base Year. Using this methodology, the budget impact in Year 1 will be \$5,931,487, the impact in Year 2 will be \$10,424,004, and the impact in Year 3 will be \$12,738,520, for a total, cumulative 3-year impact of \$29,094,012, as shown in the chart below.

| <b>Bargaining Group</b>   | <b>FY 22-23</b>     | <b>FY 23-24</b>      | <b>FY 24-25</b>      | <b>Total</b>         |
|---------------------------|---------------------|----------------------|----------------------|----------------------|
| Executive                 | \$ 34,720           | \$ 5,323             | \$ 5,590             | \$ 45,633            |
| IUOE                      | \$ 1,952,470        | \$ 1,501,726         | \$ 1,290,916         | \$ 4,745,112         |
| OPOA                      | \$ 2,811,301        | \$ 1,819,801         |                      | \$ 4,631,101         |
| SEIU                      | \$ 1,132,996        | \$ 1,165,667         | \$ 1,018,010         | \$ 3,316,674         |
|                           |                     |                      |                      |                      |
| <b>Labor Methodology</b>  | <b>\$ 5,931,487</b> | <b>\$ 4,492,517</b>  | <b>\$ 2,314,516</b>  | <b>\$ 12,738,520</b> |
| % Increase                | 4.31%               | 3.26%                | 1.68%                | 9.26%                |
|                           |                     |                      |                      |                      |
| <b>Budget Methodology</b> | <b>\$ 5,931,487</b> | <b>\$ 10,424,004</b> | <b>\$ 12,738,520</b> | <b>\$ 29,094,012</b> |
| % Increase                | 4.31%               | 7.57%                | 9.26%                |                      |
|                           |                     |                      |                      |                      |

As seen in this chart, the dollar costs look different under the two different concepts; however, the cumulative percentage increase is the same.

## 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

Staff estimates that for each fund and department impacted by the tentatively-agreed MOUs, the City's FY 2022-23 adopted budget has sufficient appropriations. Once bargaining units still actively negotiating (IAFF, OMMA, and OPSMA) reach tentative agreements, additional appropriations may be needed.

## COMMITTEE OUTCOME

This item did not originate in Committee.

*Prepared by: Steve Naveau, Human Resources Director*

## ATTACHMENTS

1. Attachment No 1 - IUOE Resolution
2. Attachment No 2 - SEIU Resolution
3. Attachment No 3 - OPOA Resolution
4. Attachment No 4 - Executive and Unrepresented Resolution
5. Attachment No 5 - Salary Schedule Resolution

6. Attachment No 6- Position Control Resolution
7. City Council 72822 Item M3 MOU Employee Bargaining Units

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OXNARD AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TAKE THE NECESSARY ADMINISTRATIVE ACTIONS NECESSARY TO IMPLEMENT THE AGREEMENT

WHEREAS, the International Union of Operating Engineers is the recognized representative for field and trades personnel; and

WHEREAS, the City's memoranda of understanding with the International Union of Operating Engineers expired June 30, 2022; and

WHEREAS, representatives of the City met and conferred in good faith with representatives of the Union of Operating Engineers concerning wages, hours, terms, and conditions of employment for employees in the bargaining unit consistent with their obligations under the Meyers-Milias-Brown Act; and

WHEREAS, the City has reached agreement with the International Union of Operating Engineers attached as Attachment A of this resolution which sets forth the modified terms and conditions of employment for this bargaining unit.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES that the agreement is adopted and the City Manager and/or his designee is directed to perform all acts necessary to implement its terms, including but not limited to executing the Memorandum of Understanding on behalf of the City.

PASSED AND ADOPTED this 28<sup>th</sup> day of July 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
John C. Zaragoza, Mayor

ATTEST:

\_\_\_\_\_  
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen Fischer, City Attorney

ATTACHMENT A  
TOTAL TENTATIVE AGREEMENT

**City of Oxnard/IUOE Contract Negotiations**  
**Total Tentative Agreement**  
**July 5, 2022**

The following is a comprehensive total tentative agreement between the City of Oxnard and the International Union of Operating Engineers. Unless otherwise stated, this total tentative agreement is prospective and is effective upon ratification by the bargaining unit and approval of the City Council.

**Term:**

3 Year term - July 1, 2022 through June 30, 2025

**Article 6 – PERS/Wages Section 2. Increases in Base Wages**

*Strike the current language and replace as follows:*

Effective pay period 17 which begins on August 6, 2022 and has a pay date of August 26, 2022, the City shall provide a 3% increase in salary to all employees who are within their new salary ranges. Both the minimum and maximum of the new salary ranges shall be increased by 3%.

Effective the first full pay period of July 2023, the City shall provide a 3% increase in salary to all employees who are within their salary ranges. Both the minimum and maximum of the salary ranges shall be increased by 3%.

Effective the first full pay period of July 2024, the City shall provide a 3% increase in salary to all employees who are within their salary ranges. Both the minimum and maximum of the salary ranges shall be increased by 3%.

**Article 7 – Salary Plan Section 2. Adjustment in Base Wages/Section 3 Effective Date of Adjustment**

*Strike the language in sections 2 & 3 and replace with the following language:*

**2. Annual Wage Increase**

Effective the first full pay period of January 2023 all employees will receive a 5% wage increase within the established salary range for their classification based on their prior 12 months of service. If the employee has received a step increase as defined in the previous MOU, then their wage increase in January will be pro-rated based on the amount of service time completed between the merit increase effective date and the second full pay period in January 2023. Employees will continue to receive their “merit” increases through the end of the 2022 calendar year.

Employees who have been employed with the City less than 12 months or who have been in the SEIU bargaining unit for less than 12 months shall have the 5% wage increase pro-rated based on each full month of completed service at the time the wage increase goes into effect.

Beginning in the first full pay period of January 2024 and continuing annually in each subsequent first full pay period of January the City shall increase employee pay rates by 5% provided such increase does not result in the employee exceeding the maximum salary range for their classification.

**Article 7 – Salary Plan New Section 8. Classification and Compensation Study Implementation**

***1. Class and Comp Study Implementation***

The City shall implement the class and comp study results effective pay period 17 which begins on August 6, 2022 and has a pay date of August 26, 2022 .

***2. Implementation of the Study***

The City shall move employees into the recommended classifications and corresponding salary ranges. The minimum of the salary range shall be based on the salary of the lowest paid employee who is being placed into the new classification. The range maximum shall be based on the range maximums as recommended by the consultant. No employee shall receive an increase in their rate of pay upon implementation of the study.

Employees whose current salary exceeds the maximum of the new salary shall receive no adjustment and shall be Y-rated at their current rate of pay until the maximum of the new salary range exceeds their rate of pay, at which time the employee will once again be eligible for annual wage increases and COLA's provided that an annual wage increase/COLA does not move their salary above the maximum pay range for their classification.

During the term of this agreement, each year an employee is Y-rated and is not eligible for the COLA as proposed, the City shall provide up to a 3% cash payment, which is calculated from their current rate of pay which will be provided on the same pay period schedule as the COLA's through the term of this agreement. If an employee is Y rated by less than the proposed COLA, then that cash payment will be the difference of the remaining Y-rate and 3%. EXAMPLE: if an employee is Y-rated at 4% as of January 2023, the employee would receive a one-time cash payment of 3% based on the top of the range's rate of pay for their new classification. This is as opposed to 3% of their Y-rated rate of pay. In January 2024 the employee would receive a 1% cash payment as the remaining 2% would consist of an actual salary increase within the range.

Instant Increase: In the first full pay period of June 2025, for those employees whose salaries prior to the implementation of the class and comp study were below the original beginning of the new salary ranges, will have their salaries evaluated by combining all increases they have received, and are scheduled to



receive by the end of the current contract, and that total will be used to determine how much of an increase they should receive so that by the end of the contract their salary will be at the originally proposed beginning of the salary range. Below is the calculation for illustrative purposes:

**Elements for Calculation:**

- 3% COLA August 2022
- Annual Increase January 2023 – This will vary by each employee
- 3% COLA July 2023
- 5% Annual Increase January 2024
- 3% COLA July 2024
- 5% Annual Increase January 2025

**Formula**

Beginning of originally proposed salary from study - total of the elements listed above = Increase provided in June 2025

**Article 8 Promotions- Probationary Periods 2. Promotions Subparagraph c. Salary Upon Promotion**

*Strike language and replace as follows:*

The beginning base wage for promotions shall be at least five percent (5%) greater than the member's rate of pay prior to promotion, or, shall place the member at the bottom of the range of the position into which the member is promoted if five percent (5%) does not place the member into the range of the promotional position. City's offer for promotional increases shall not exceed 10% and will be based on the candidate's qualifications as compared to other City employees in the same classification.

If the department head believes it is in the best interest of the City service to offer a promotional salary greater than 10%, then the Department Head will submit a memo to Human Resources articulating the qualifications and any other pertinent facts that support such a recommendation. After a review and comparison of all current employees who occupy the same classification in the City service, Human Resources will make a recommendation to the City Manager's Office to either approve or deny such request. The decision of the City Manager's Office is final.

**Article 11 Standby Section 2 Uncontrolled Standby**

Modify the amount an employee earns while on uncontrolled standby from \$2 per hour to \$3 per hour.

**Article 19 Educational Incentive Award New Section 3. Certification Pay**

Due to the nature of the industry and shortage of candidates with qualifying certifications in the water and wastewater treatment industry, the City proposes to provide certification pay as follows:

The City will pay a \$75 per pay period (\$1,950 per year) differential to employees who receive a Treatment Certificate T-3, T-4, T-5, a Distribution Operator Certificate, D-3, D-4, D-5, or a Wastewater Operator Certificate Grade 3, 4, 5 that is at least one level above the minimum requirement of the classification they are occupying. When the employee promotes into the next classification the differential will be considered a component of base salary when computing the promotional pay rate.

Employees who do not occupy a position in the classification series will not be eligible for this differential. Example: an employee who works in distribution is not eligible to get this differential if they earn a treatment operator certificate since it is not a requirement of the next higher classification in their classification series, or in the instance of the broad class system it must be needed for the employee to promote up in their specific job series.

The maximum differential that may be earned is \$75 per pay period.

#### **Article 20 – Tool Allowance**

Effective October 2022, increase the tool allowance by \$75. Effective October 2023 increase the tool allowance by \$75. Effective October 2024 increase the tool allowance by \$75. Total tool allowance at the end of the contract shall be \$1,025.

#### **Article 23 – Insurance**

*Medical: - Strike all language under Article 23 Section 4. Cafeteria Plan and replace as follows:*

The City will provide current active employees with a cafeteria payment as provided below:

The City offers affordable health coverage that meets minimum value standards under the Patient Protection and Affordable Care Act (PPACA) to all eligible members. An eligible member is one who qualifies under the Look Back Measurement Safe Harbor (average of 30 hours per week), as adopted by Resolution and implemented under the City's implementation plan.

Medical - The City will establish a two level medical plan whereby the first level may only consist of employees who were employed with the City prior to January 1, 2023. All employees hired on or after January 1, 2023 shall only be eligible for the medical benefits described under level two. Employees will be able to make a change during the open enrollment period which

commences in the fall of 2022. At that time, employees will be able to elect a change into one of the two levels.

### **Level One**

The tier one plan shall have the City contribution froze at \$1,543 per month for those employees who elect a medical plan. \$1,243 shall be provided to those employees who “waive” health insurance and provide proof of other coverage with a medical plan which does not consist of any plan on the “Covered California” Exchange.

Employees who receive cash back will continue to receive this benefit. Cash back is defined as the difference between the premium for the plan the employee has chosen and the \$1,543 contribution the City makes. It is understood that by remaining in the tier one program that this cash back will diminish as medical insurance premiums increase each year.

Provided that the employee has no changes in plan selection or level of plan, i.e. employee, employee plus one, or family, the employee may remain in the tier one plan. The following changes would prompt removal from tier one and placement into tier two:

1. An employee who experiences a change of family circumstances such as a marriage, divorce, birth, child aging out etc., which would change their level of coverage
2. An employee who elects to change their insurance carrier, i.e. changing from Kaiser to Blue Shield
3. The employee opts to waive coverage or drops coverage due to securing coverage elsewhere.

An employee will not be changed from level one to level two if the change of insurance carrier is due to no fault of their own, i.e. PERS discontinues the insurance carrier, or there is a death in the family.

### **Level Two**

Employees who begin their employment with the City after January 1, 2023, or current employees who make any changes to their health care plan including a change in coverage level i.e., employee, employee plus one, family and/or a change in carrier will be placed into the level two medical plan. The specifics of this plan are as follows:

***Single, Single plus one, and Family Plan – City contribution change is effective the first full pay period in January of the year specified***

2023 – City contribution will increase by \$231 per month to \$1,774

2024 – City contribution will increase by 5% to \$1,863 per month

2025 – City contribution will increase by 5% to \$1,956 per month

Effective the 2023 benefit plan year, employees who elect medical will not receive any cash back from the City's contribution if such contribution is in excess of the plan premium.

Employees who show proof of other qualifying coverage, which does not include any plans contained in "Covered California", are eligible to receive \$500/month for waiving coverage.

**Article 24 – Vacation Leave – Section 1. Accrual**

*Strike Section 1. and replace as follows:*

| Years of Service    | Vacation Credit                                       |                                                          |
|---------------------|-------------------------------------------------------|----------------------------------------------------------|
|                     | for Full-Time Service<br>Hours Per Biweekly<br>Period | No. of Hours of<br>Vacation Earned for 26<br>Pay Periods |
| Less than 5         | 4.39                                                  | 114.14                                                   |
| 5 but less than 6   | 5.00                                                  | 130.00                                                   |
| 6 but less than 7   | 5.31                                                  | 138.01                                                   |
| 7 but less than 8   | 5.62                                                  | 146.02                                                   |
| 8 but less than 9   | 5.92                                                  | 154.00                                                   |
| 9 but less than 10  | 6.23                                                  | 162.01                                                   |
| 10 but less than 11 | 6.54                                                  | 170.01                                                   |
| 11 but less than 12 | 6.85                                                  | 178.00                                                   |
| 12 but less than 13 | 7.15                                                  | 186.00                                                   |
| 13 but less than 14 | 7.46                                                  | 194.02                                                   |
| 14 but less than 15 | 7.77                                                  | 201.99                                                   |
| 15 or more          | 8.08                                                  | 210.00                                                   |

**Article 25 - Sick Leave New Section - Payment Upon Promotion**

Employees who are promoting out of the bargaining unit may opt to cash out sick leave pursuant to the sick leave section titled "Payment Upon Separation from Service" to employees at their rate of pay effective on their last date of employment prior to promotion. If at some

point other City bargaining units reinstitute sick leave, then the cash out of sick leave upon promotion will be discontinued.

If an employee opts to not cash out their sick leave prior to promotion, the employee understands that the sick leave hours may be used as appropriate when the employee is sick, but that there will be no cash value of any remaining hours in the sick leave bank when they separate from City employment.

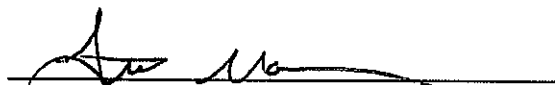
**Article 27 – Bereavement Leave Section**

*Strike Section 1 & 2 and replace as follows:*

The Department Director/ Division Supervising Manager may grant up to three (3) days leave of absence with pay to any eligible employee on the death of any member of the member's immediate family.

Immediate family shall include the following individuals related to the member or the member's spouse by reason of blood line, marriage, adoption or foster care: parents, grandparents, uncle, aunt, spouse, spouse's parents, brother(s), sister(s), child(ren), son(s)-in-law, daughter(s)-in-law, grandchild(ren), great grandchild(ren), registered domestic partner, and any blood relative(s) living in the immediate household.

Immediately upon return from bereavement leave, the department head may require the member to provide some evidence of the death, e.g., a newspaper clipping, obituary notice, funeral card, or other record of death. If such evidence is not provided, the bereavement leave shall be converted to leave without pay.

  
For the City of Oxnard

  
For the International Union of Operating Engineers

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OXNARD AND THE SERVICE EMPLOYEES INTERNATIONAL UNION AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TAKE THE NECESSARY ADMINISTRATIVE ACTIONS NECESSARY TO IMPLEMENT THE AGREEMENT

WHEREAS, the Service Employees International Union is the recognized representative for administrative and technical employees; and

WHEREAS, the City's memoranda of understanding with the Service Employees International Union expired June 30, 2022; and

WHEREAS, representatives of the City met and conferred in good faith with representatives of the Service Employees International Union concerning wages, hours, terms, and conditions of employment for employees in the bargaining unit consistent with their obligations under the Meyers-Milias-Brown Act; and

WHEREAS, the City has reached agreement with the Service Employees International Union attached as Attachment A of this resolution which sets forth the modified terms and conditions of employment for this bargaining unit.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES that the agreement is adopted and the City Manager and/or his designee is directed to perform all acts necessary to implement its terms, including but not limited to executing the Memorandum of Understanding on behalf of the City.

PASSED AND ADOPTED this 28<sup>th</sup> day of July 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
John C. Zaragoza, Mayor

ATTEST:

\_\_\_\_\_  
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen Fischer, City Attorney



ATTACHMENT A  
TOTAL TENTATIVE AGREEMENT

**City of Oxnard/SEIU Contract Negotiations**  
**Total Tentative Agreement**  
**July 7, 2022**

The following is a comprehensive total tentative agreement (TTA) between the City of Oxnard and the Service Employees International Union. Unless otherwise stated, this total tentative agreement is prospective and is effective upon ratification by the bargaining unit and approval of the City Council. The effective dates contained in this TTA are predicated on the Union ratifying the agreement in time for the July 28, 2022 City Council meeting.

**Term:**

3 Year term - July 1, 2022 through June 30, 2025

**Article 6 – PERS/Wages Section 4. Base Wage Adjustment**

*Strike the current language and replace as follows:*

Effective pay period 17 which begins on August 6, 2022 and has a pay date of August 26, 2022, the City shall provide a 3% increase in salary to all employees who are within their new salary ranges. Both the minimum and maximum of the new salary ranges shall be increased by 3%.

Effective the first full pay period of July 2023, the City shall provide a 3% increase in salary to all employees who are within their salary ranges. Both the minimum and maximum of the salary ranges shall be increased by 3%.

Effective the first full pay period of July 2024, the City shall provide a 3% increase in salary to all employees who are within their salary ranges. Both the minimum and maximum of the salary ranges shall be increased by 3%.

**Article 7 paragraph 5 & 6**

The language under Article 7 paragraph 5 and 6 will be stricken and replaced:

**Annual Salary Increase**

**Effective the first full pay period of January 2023 all employees will receive a 5% wage increase within the established salary range for their classification based on their prior 12 months of service. If the employee has received a step increase as defined in the previous MOU, then their wage increase in January will be pro-rated based on the amount of service time completed between the merit increase effective date and the**

first full pay period in January 2023. Employees will continue to receive their “merit” increases through the end of the 2022 calendar year.

Employees who have been employed with the City less than 12 months or who have been in the SEIU bargaining unit for less than 12 months shall have the 5% wage increase pro-rated based on each full month of completed service at the time the wage increase goes into effect.

Beginning in the first full pay period of January 2024 and continuing annually in each subsequent first full pay period of January the City shall increase employee pay rates by 5% provided such increase does not result in the employee exceeding the maximum salary range for their classification.

Effective January 1, 2014, the attached document entitled “SEIU Step Matrix” shall be adopted and shall be part of this MOU.

On January 1, 2014, the hourly rate of each member of the bargaining unit shall be changed to the step closest to that member’s current hourly rate for his or her pay grade, with the understanding that no employee subject to this MOU shall experience a reduction in hourly rate as a result of this provision.

~~Beginning July 1, 2014, each employee subject to this MOU shall, on the employee’s next City date of in-class anniversary, have the employee’s hourly rate increased to the next highest step in the employee’s pay grade. To be eligible for a step increase the employee’s then most recent performance evaluation must reflect an overall assessment of “meets job requirements” or better. No step increase shall be given to an employee whose most recent performance evaluation rating was “unsatisfactory” or “needs instruction & development.”~~

#### 6. ——— Performance Evaluations

~~The effective date of merit salary increases for all represented employees shall be on the employees merit review date. All merit reviews shall be started within thirty (30) days of an employee’s merit review date. If a merit review has not been completed within thirty (30) days after the employee’s merit review date, then the employee shall receive their merit review not to exceed the top step of the salary range. Retroactive adjustments will be made, if necessary back to the merit review date.~~

### **Article 7 – Salary Plan New Section Classification and Compensation Study Implementation**

#### **1. Class and Comp Study Implementation**

The City shall implement the class and comp study results effective pay period 17 which begins on August 6, 2022 and has a pay date of August 26, 2022.



## **2. Implementation of the Study**

The City shall move employees into the recommended classifications and corresponding salary ranges. The minimum of the salary range shall be based on the salary of the lowest paid employee who is being placed into the new classification. The range maximum shall be based on the range maximums as recommended by the consultant. No employee shall receive an increase in their rate of pay upon implementation of the study.

Employees whose current salary exceeds the maximum of the new salary shall receive no adjustment and shall be Y-rated at their current rate of pay until the maximum of the new salary range exceeds their rate of pay, at which time the employee will once again be eligible for annual wage increases and COLAs provided that an annual wage increase/COLA does not move their salary above the maximum pay range for their classification.

During the term of this agreement, each year an employee is Y-rated and is not eligible for the COLA as proposed, the City shall provide up to a 3% cash payment, which is calculated from their current rate of pay which will be provided on the same pay period schedule as the COLAs through the term of this agreement. If an employee is Y rated by less than the proposed COLA, then that cash payment will be the difference of the remaining Y-rate and 3%. EXAMPLE: if an employee is Y-rated at 4% as of January 2023, the employee would receive a one-time cash payment of 3% based on the top of the range's rate of pay for their new classification. This is as opposed to 3% of their Y-rated rate of pay. In January 2024 the employee would receive a 1% cash payment as the remaining 2% would consist of an actual salary increase within the range.

Instant Increase: In the first full pay period of January 2024, for those employees whose salaries prior to the implementation of the class and comp study were below the original beginning of the new salary ranges, will have their salaries evaluated by combining all increases they have received, and are scheduled to receive by the end of the current contract, and that total will be used to determine how much of an increase they should receive so that by the end of the contract their salary will be at the originally proposed beginning of the salary range. Below is the calculation for illustrative purposes:

### **Elements for Calculation:**

- 3% COLA August 2022
- Annual increase January 2023 – This will vary by each employee
- 3% COLA July 2023
- 5% Annual Increase January 2024
- 3% COLA July 2024
- 5% Annual Increase January 2025

### **Formula**

Beginning of originally proposed salary from study - total of the elements listed above = Increase provided in January 2024

### **Article 7 Salary Plan- Paragraph 2. Promotions sub paragraph a) and b)**

*Strike language and replace as follows:*

The beginning base wage for promotions shall be at least five percent (5%) greater than the member's rate of pay prior to promotion, or, shall place the member at the bottom of the range of the position into which the member is promoted if five percent (5%) does not place the member into the range of the promotional position. City's offer for promotional increases shall not exceed 10% and will be based on the candidate's qualifications as compared to other City employees in the same classification.

If the department head believes it is in the best interest of the City service to offer a promotional salary greater than 10%, then the Department Head will submit a memo to Human Resources articulating the qualifications and any other pertinent facts that support such a recommendation. After a review and comparison of all current employees who occupy the same classification in the City service, Human Resources will make a recommendation to the City Manager's Office to either approve or deny such request. The decision of the City Manager's Office is final.

#### **Article 21 – Insurance Paragraph 1. Health Insurance**

*Strike all language under Article 21 Paragraph 1 Health Insurance and replace as follows:*

The City will provide current active employees with a cafeteria payment as provided below:

The City offers affordable health coverage that meets minimum value standards under the Patient Protection and Affordable Care Act (PPACA) to all eligible members. An eligible member is one who qualifies under the Look Back Measurement Safe Harbor (average of 30 hours per week), as adopted by Resolution and implemented under the City's implementation plan.

Medical - The City will establish a two level medical plan whereby the first level may only consist of employees who were employed with the City prior to January 1, 2023. All employees hired on or after January 1, 2023 shall only be eligible for the medical benefits described under level two. Employees will be able to make a change during the open enrollment period which commences in the fall of 2022. At that time, employees will be able to elect a change into one of the two levels.

##### **Level One**

The tier one plan shall have the City contribution froze at \$1,543 per month for those employees who elect a medical plan. \$1,243 shall be provided to those employees who "waive" health insurance and provide proof of other coverage with a medical plan which does not consist of any plan on the "Covered California" Exchange.



Employees who receive cash back will continue to receive this benefit. Cash back is defined as the difference between the premium for the plan the employee has chosen and the \$1,543 contribution the City makes. It is understood that by remaining in the tier one program that this cash back will diminish as medical insurance premiums increase each year.

Provided that the employee has no changes in plan selection or level of plan, i.e. employee, employee plus one, or family, the employee may remain in the tier one plan. The following changes would prompt removal from tier one and placement into tier two:

1. An employee who experiences a change of family circumstances such as a marriage, divorce, birth, child aging out etc., which would change their level of coverage
2. An employee who elects to change their insurance carrier, i.e. changing from Kaiser to Blue Shield
3. The employee opts to waive coverage or drops coverage due to securing coverage elsewhere.

An employee will not be changed from level one to level two if the change of insurance carrier is due to no fault of their own, i.e. PERS discontinues the insurance carrier, or there is a death in the family.

### **Level Two**

Employees who begin their employment with the City after January 1, 2023, or current employees who make any changes to their health care plan including a change in coverage level i.e., employee, employee plus one, family and/or a change in carrier will be placed into the level two medical plan. The specifics of this plan are as follows:

***Single, Single plus one, and Family Plan – City contribution change is effective the first full pay period in January of the year specified***

2023 – City contribution will increase by \$231 per month to \$1,774

2024 – City contribution will increase by 5% to \$1,863 per month

2025 – City contribution will increase by 5% to \$1,956 per month

Effective the 2023 benefit plan year, employees who elect medical will not receive any cash back from the City's contribution if such contribution is in excess of the plan premium.

Employees who show proof of other qualifying coverage, which does not include any plans contained in "Covered California", are eligible to receive \$500/month for waiving coverage.

### **Article 23 – Sick Leave -Sub paragraph 6. Penalty for Abuse**

*Modify the language as follows:*



6. Penalty for Abuse

~~Sick leave is a Unit employee's privilege and not an absolute right.~~ Violations of sick leave privilege ~~will~~ **may** result in disciplinary action including loss of pay. An employee may be counseled by the employee's supervisor, regarding the employee's absence(s), if any of the following occur:

~~The employee exceeds 96.2 hours of absence, for any reason, during one (1) fiscal year;~~

There is a pattern of absences by the employee such as, but not limited to, on days before or after holidays, or on days before or after weekends; ~~or~~

The employee's supervisor reasonably believes the employee is misusing sick leave.

Such counseling shall take place to help the employee's supervisor understand the circumstances surrounding the absence(s) and/or to assist the Unit employee as needed.

**Article 23 - Sick Leave New paragraph - Payment Upon Promotion**

Employees who are promoting out of the bargaining unit may opt to cash out sick leave pursuant to the sick leave section titled "Payment Upon Separation from Service" to employees at their rate of pay effective on their last date of employment prior to promotion. If at some point other City bargaining units reinstitute sick leave, then the cash out of sick leave upon promotion will be discontinued.

If an employee opts to not cash out their sick leave prior to promotion, the employee understands that the sick leave hours may be used as appropriate when the employee is sick, but that there will be no cash value of any remaining hours in the sick leave bank when they separate from City employment.

**Article 25 – Bereavement Leave Section**

*Strike Section 1 & 2 and replace as follows:*

The Department Director/ Division Supervising Manager may grant up to three (3) days leave of absence with pay to any eligible employee on the death of any member of the member's immediate family.

Immediate family shall include the following individuals related to the member or the member's spouse by reason of blood line, marriage, adoption or foster care: parents, grandparents, uncle, aunt, spouse, spouse's parents, brother(s), sister(s), child(ren), son(s)-in-law, daughter(s)-in-law,

grandchild(ren), great grandchild(ren), registered domestic partner, and any blood relative(s) living in the immediate household.

Immediately upon return from bereavement leave, the department head may require the member to provide some evidence of the death, e.g., a newspaper clipping, obituary notice, funeral card, or other record of death. If such evidence is not provided, the bereavement leave shall be converted to leave without pay.

### **Article 30 - Part-Time Employees**

*Modify language as follows:*

The use of the term "part-time" in this MOU is defined as an employee regularly scheduled to work less than eighty (80) hours in a bi-weekly pay period. Regular part-time employees shall receive a prorated contribution based on their percentage of full-time employment for the following:

Cafeteria allowances for medical and dental

Sick and Vacation accruals

Bilingual pay

Part time employees will receive their annual increase based on the total number of hours worked in the previous year. I.e. if they worked 1040 hours they will receive 2.5% of the 5% that full time employees are eligible to receive.

~~Part time Unit employees shall be entitled to the wages and benefits (including paid leaves) provided for in this MOU in a pro-rated amount of one half (.5) or three quarters (.75), based on such proportion of full time service as is specified by City for the part time position. However, part time Unit employees are not entitled to any benefits under Article 8, Longevity Pay, Article 12, Bilingual Pay; and Article 18, Educational Incentive Award Program. Under Article 7, Section 2, Adjustment in Rate of Base Wage, the required periods for advancement shall be extended so as to equate to the hours worked factors specified for full time employees.~~

~~Part time Unit employees shall receive a pro-rated Cafeteria Plan amount specified in Article 21, Section 5, less the amount previously provided for dental insurance (\$34.25 biweekly). In addition, part time Unit employees shall not be eligible for any benefits under Article 21, Insurance, for which they are not eligible due to the conditions of City's insurance plan (such as dental coverage).~~

### **Article 32 - Transfer**

*Delete current language and replace as follows:*

Upon approval by the human Resources director, an employee may transfer or be transferred from one position in a class to a vacant position in the same class or comparable classes with the same maximum pay. An employee may not be transferred to a position for which he/she does not meet the minimum qualifications. Transfers shall not be used to effectuate a promotion, demotion, advancement, or reduction, each of which may be accomplished only as provided in the Personnel Rules.

Transfers may be made under the following conditions:

- 1) In the event that one department is deemed to be over-staffed, and another department is in need of employees of the same classification, a transfer may be affected.
- 2) When a classified employee takes an examination for a position of a higher classification and has been selected from the eligible list as a successful candidate for such higher classification, a transfer can be affected from the old position to the new. Such transfer will not affect the employee's earned privileges in regard to the employee's tenure of service.
- 3) Transfers may be effected in special cases where it is apparent that the qualifications of one employee makes him/her better suited for another position of the same general classification level and such transfer is agreeable with the responsible department head.

Upon transfer, employees will retain any earned benefits or seniority within the class.

### **Article 37 – Grievance Procedure**

City agrees to incorporate the use of the SEIU grievance form into the grievance process as proposed by the Union.

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For the City of Oxnard

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For the Service Employees International  
Union



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF OXNARD

\_\_\_\_\_  
Alexander Nguyen, City Manager

\_\_\_\_\_  
Steve Naveau, Human Resources Director

*For TTA  
7/13/2022*

SEIU LOCAL 721

\_\_\_\_\_  
Aram Agdaian, Negotiator

\_\_\_\_\_  
Eva Magana

\_\_\_\_\_  
~~Patricia Garcia~~ Sandra Diaz

\_\_\_\_\_  
Lyn McGraw

\_\_\_\_\_  
Angelica Navarro Randy Baez

\_\_\_\_\_  
Robert Franks Alexander Anand

\_\_\_\_\_  
Taylor Gambino

\_\_\_\_\_  
Susan Bonucchi Octavio Pillado

*(For TTA)  
7/13/2022*

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OXNARD AND THE OXNARD POLICE OFFICERS ASSOCIATION AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TAKE THE NECESSARY ADMINISTRATIVE ACTIONS NECESSARY TO IMPLEMENT THE AGREEMENT

WHEREAS, the Oxnard Police Officers Association is the recognized representative for Police Officers, Police Sergeants, Dispatchers and Police Service Officer; and

WHEREAS, the City's memoranda of understanding with the Oxnard Police Officers Association expired June 30, 2021; and

WHEREAS, representatives of the City met and conferred in good faith with representatives of the Oxnard Police Officers Association concerning wages, hours, terms, and conditions of employment for employees in the bargaining unit consistent with their obligations under the Meyers-Milias-Brown Act; and

WHEREAS, the City has reached agreement with the Oxnard Police Officers Association attached as Attachment A of this resolution which sets forth the modified terms and conditions of employment for this bargaining unit.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES that the agreement is adopted and the City Manager and/or his designee is directed to perform all acts necessary to implement its terms, including but not limited to executing the Memorandum of Understanding on behalf of the City.

PASSED AND ADOPTED this 28<sup>th</sup> day of July 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
John C. Zaragoza, Mayor

ATTEST:

\_\_\_\_\_  
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen Fischer, City Attorney

ATTACHMENT A  
TOTAL TENTATIVE AGREEMENT



**City of Oxnard/OPOA Contract Negotiations**  
**Tentative Agreement**  
**July 13, 2022**

The following outlines the tentative agreement between the City of Oxnard and the Oxnard Peace Officers Association (OPOA). Unless otherwise stated, this tentative agreement is prospective and is effective upon ratification by the bargaining unit and approval of the City Council and is subject to the parties' agreement to mutually agreeable language in a final MOU.

**Term:**

This MOU shall be effective July 1, 2021 and shall remain in full force and effect through June 30, 2024.

**Article 3 Compensation Section A. Wages**

Strike current language and replace as follows:

1. Cost of Living Adjustment

Effective pay period 17 which begins on August 6, 2022 and has a pay date of August 26, 2022, the City shall provide a 5% increase in salary to all unit employees. Concurrently, both the minimum and maximum amount of the salary ranges for each classification represented by OPOA shall be increased by 5%.

Effective the first full pay period of July 2023, the City shall provide a 5% increase in salary to all unit employees. Concurrently, both the minimum and maximum amount of the salary ranges for each classification represented by OPOA shall be increased by 5%.

**Article 3. Compensation Section 5 Salary Step Plan**

Strike current language and replace as follows:

**Annual Wage Increase**

Effective the first full pay period of January 2023 all employees will receive a 5% wage increase within the established salary range for their classification based on their prior 12 months of service. If the employee has received a step increase as defined in the previous MOU, then their wage increase in January will be pro-rated based on the amount of service time completed between the step increase effective date and the first full pay period in January 2023. Employees will continue to receive their step increases as described in the previous MOU through the end of the 2022 calendar year.

City of Oxnard/OPOA Total Tentative Agreement

Employees who have been employed with the City less than 12 months shall have the January 2023 5% wage increase pro-rated based on each full month of completed service at the time the wage increase goes into effect.

Beginning in the first full pay period of January 2024 and continuing annually in each subsequent first full pay period of January the City shall increase each unit employee's pay rate by 5% provided such increase does not result in the employee exceeding the maximum salary range for their classification.

**Add Pay Changes**

**Combined Add Pay**

Effective pay period 17 which begins on August 6, 2022 and has a pay date of August 26, 2022 the City will implement the "add pay" program by deleting add pay sections of the contract as noted below and implementing the salary ranges as provided. Employees will move into the new salary range such that no unit employee suffers a loss in compensation as a result of this provision, i.e., the employee will receive a salary that is not less than their current salary plus all of the below "add pays" they currently receive.

All language concerning the following add pays will be struck from this contract:

Night Differential –Section XIII

Detective Pay – Section XI

Education Incentive – Section X

POST Pay – Section X

Longevity Pay – Section IX

The New pay ranges as a result of the "Add Pay" provision are as follows:

Police Officer - \$72,663 - \$113,686

Corporal - \$102,934 - \$128,829

Police Sergeant - \$119,503 - \$148,153

Public Safety Dispatcher I - \$53,867 - \$83,241.82

Public Safety Dispatcher II - \$56,615 - \$91,566.00

Public Safety Dispatcher III - \$76,719 - \$107,132.20

Police Service Officer - \$63,051 - \$98,648

Senior Police Service Officer - \$80,520 - \$108,512

The above changes are separate and independent of the salary increases (Article 3 Compensation Section A. Wages) described in this agreement.

**Article 3 Compensation Section C. Annual Leave**

Modify sub paragraph (b)

Any unit employee that works a holiday as set forth in paragraphs (1) or (2) of this section that does not fall on an employee's regularly scheduled workday or workhours shall receive premium pay at a rate of two times the employee's regular rate of pay for each overtime hour worked.

**Article 3 Compensation Section D. Insurance 1. Health Insurance Premiums**

Strike sub paragraph (a) through (d) and replace as follows:

The City will provide current active employees with a cafeteria payment as provided below:

The City offers affordable health coverage that meets minimum value standards under the Patient Protection and Affordable Care Act (PPACA) to all eligible members. An eligible member is one who qualifies under the Look Back Measurement Safe Harbor (average of 30 hours per week), as adopted by Resolution and implemented under the City's implementation plan.

Medical - The City will establish a two level medical plan whereby the first level may only consist of employees who were employed with the City prior to January 1, 2023. All employees hired on or after January 1, 2023 shall only be eligible for the medical benefits described under level two. Employees will be able to make a change during the open enrollment period which commences in the fall of 2022. At that time, employees will be able to elect a change into one of the two levels.

**Level One**

The tier one plan shall have the City contribution frozen at \$1,543 per month for those employees who elect a medical plan provided through the City. \$900 shall be provided to those employees who "waive" health insurance and provide proof of other coverage with a medical plan which does not consist of any plan on the "Covered California" Exchange.

Employees who receive cash back will continue to receive this benefit. Cash back is defined as the difference between the premium for the plan the employee has chosen and the \$1,543 contribution the City makes. It is understood that by remaining in the tier one program that this cash back will diminish as medical insurance premiums increase each year.

Provided that the employee has no changes in plan selection or level of plan, i.e. employee, employee plus one, or family, the employee may remain in the tier one plan. The following changes would prompt removal from tier one and placement into tier two:

1. An employee who experiences a change of family circumstances such as a marriage, divorce, birth, child aging out etc., which would change their level of coverage
2. An employee who elects to change their insurance carrier, i.e. changing from Kaiser to Blue Shield
3. The employee opts to waive coverage or drops coverage due to securing coverage elsewhere.

An employee will not be changed from level one to level two if the change of insurance carrier is due to no fault of their own, i.e. PERS discontinues the insurance carrier, or there is a death in the family.

#### **Level Two**

Employees who begin their employment with the City after January 1, 2023, or current employees who make any changes to their health care plan including a change in coverage level i.e., employee, employee plus one, family and/or a change in carrier will be placed into the level two medical plan. The specifics of this plan are as follows:

***Single, Single plus one, and Family Plan – City contribution change is effective the first full pay period in January of the year specified***

2023 – City contribution will increase by \$231 per month to \$1,774

2024 – City contribution will increase by 5% to \$1,863 per month

Effective the 2023 benefit plan year, employees who elect to receive medical insurance through the City will not receive any cash back from the City's contribution if such contribution is in excess of the plan premium.

Employees who show proof of other qualifying coverage, which does not include any plans contained in "Covered California", shall receive \$500/month for waiving coverage.

#### **Article 4. Hours of Work**

Delete current language and replace as follows

The 3/12 patrol schedule will remain in effect through June 30, 2024.

The patrol schedule can only be amended thereafter through mutual agreement or through the collective bargaining process.

**Article 25. Additional Provisions D. Grievance Procedure**

A grievance must be initiated by the OPPOA or an employee within 30 days from the date the grievant knew or reasonably should have known of the final event giving rise to the grievance. Furthermore, an employee shall be entitled to receive back pay on any grievance for a period of one year prior to the filing of the grievance.

**Add New Section – Tuition Reimbursement**

**Amount of Reimbursement/Conditions**

City shall pay up to one hundred percent (100%) of the costs of tuition, registration fees, laboratory fees, and books to a maximum of one thousand (\$1000) dollars per employee per City fiscal year for work-related courses presented by accredited academic institutions, subject to the following conditions:

Only full-time Unit employees shall be eligible for reimbursement.

Courses that qualify for this reimbursement are those that directly relate to the employee's duties with City or that directly relate to and are part of a planned course of study being actively pursued for promotion within City service, that are presented by an accredited high school, college, university or other accredited institution, and that are satisfactorily completed with a grade of "C" or higher. Certificate and vocational courses shall be reimbursable under this section.

Courses that do not qualify for this benefit are those taken to bring unsatisfactory job performance up to an acceptable level, those duplicating in-service training or other training the employee has already received, and those for which the employee received reimbursement from any other source.

There shall be no obligation for City to reschedule the work hours of any employee to facilitate attendance at any course of study.

To receive reimbursement, the Unit employee must file a claim, with the Human Resources Department, within thirty (30) days of receipt of a passing grade as described in subsections (a) and (b) above. City shall reimburse the Unit employee within forty-five (45) days of the submission of the approved claim.

**Limits on City's Obligations**

City assumes no obligations other than those expressly provided for in this Article, nor does City assume any liability that might relate to an employee's voluntarily pursuing course work which may entitle him/her to reimbursement under this Article.

**Add New Section – Bereavement Leave**

The Department Director/ Division Supervising Manager may grant up to three (3) days leave of absence with pay to any eligible employee on the death of any member of the member's immediate family.

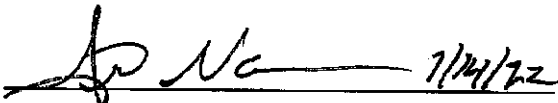
Immediate family shall include the following individuals related to the member or the member's spouse by reason of blood line, marriage, adoption or foster care: parents, grandparents, spouse, spouse's parents, brother(s), sister(s), child(ren), son(s)-in-law, daughter(s)-in-law, grandchild(ren), great grandchild(ren), registered domestic partner, and any blood relative(s) living in the immediate household.

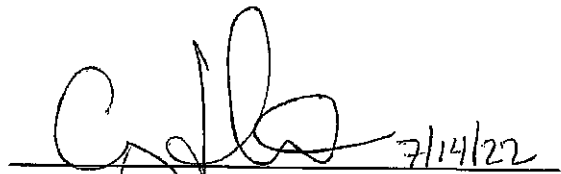
Immediately upon return from bereavement leave, the department head may require the member to provide some evidence of the death, e.g., a newspaper clipping, obituary notice, funeral card, or other record of death. If such evidence is not provided, the bereavement leave shall be converted to leave without pay.

**Miscellaneous Terms**

Effective pay period 17 which begins on August 6, 2022 and has a pay date of August 26, 2022 the City will provide a cash payment of \$4,000 to each member of the bargaining unit in exchange for the OPOA doing the following:

- The OPOA shall provide a release with respect to "Flores" claims. The parties shall execute a full settlement agreement as necessary.
- The OPOA shall dismiss its annual leave lawsuit with both parties waiving rights to attorney fees and costs. The parties shall execute a full settlement agreement as necessary.

  
For the City of Oxnard

  
For the OPOA



CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD  
ESTABLISHING RULES FOR THE APPLICATION OF COMPENSATION RATES AND  
BENEFIT LEVELS FOR EXECUTIVE AND NON-REPRESENTED EMPLOYEES

RESOLVED, by the City Council of the City of Oxnard, as follows:

Section I. Applicability

- A. General. Employees subject to this Resolution are classified as either Executive or unrepresented. The listing in Exhibit A, which is attached hereto and incorporated by this reference provides a list of classifications with the category they are assigned.

Section II. Salaries

- A. The following salary increases are provided:

Employees in classifications designated as executive or unrepresented will be paid in accordance with the hourly rate established in the annual classification and salary resolution.

During the term of this Resolution, the salary ranges for all classifications listed in Exhibit A shall increase by 3%. Employees in unrepresented classifications shall receive a 3% COLA in the first pay period of August 2022, First full pay period of July 2023, and the first full pay period in July 2024.

B. Annual Increases

- i. Based on City Manager review, every year department heads are eligible for a minimum 3% increase in their salary which is effective the first full pay period of January. Unrepresented classifications in this Resolution are eligible for a 5% increase in their salary which is effective the first full pay period of January. Notwithstanding the foregoing, no employee shall be able to receive an increase in excess of the salary range established or their classification.

When the City Manager determines that an employee has demonstrated an exceptional level of job performance and efficiency, the City Manager may grant a merit increase in excess of three percent (3.0%). No merit increase shall cause an employee's salary to exceed the top of the salary matrix established for the classification.

- ii. Eligible employees will receive their annual increase effective the first full pay period of January. Newly hired employees or employees promoted during the preceding calendar year will have their merit increase pro-rated based on their service during the calendar year.

C. Automobile Allowance

- i. Executive Employees will be provided a biweekly automobile allowance as follows:

- |                                           |          |
|-------------------------------------------|----------|
| 1. Assistant City Manager                 | \$184.62 |
| 2. Department Heads / Deputy City Manager | \$161.54 |

- ii. Eligible employees who receive approval to use a City vehicle instead of receiving an automobile allowance shall have computations of other benefits/compensation calculated as if they received an allowance.
- iii. Mileage reimbursement for local in County travel will not be reimbursed if the employee receives a car allowance. Mileage reimbursement shall be approved for out of area business travel at a rate equivalent to the standard mileage rate established by proclamation of the Internal Revenue Service.

### Section III. Other Compensation Provisions

#### A. Mileage for Travel Outside City Limits

- i. When employees are required by City to use their personal vehicle to perform their assigned duties for City, and they so utilize their own vehicles in traveling directly and uninterruptedly from one assigned work location to another assigned work location, at least one of which is located outside of the City limits, City shall provide mileage reimbursement. Employees shall make claims for mileage compensation that are consistent with current IRS rates on City designated forms.

#### B. Fire Chief Mutual Aid Response

The Fire Chief, with approval of the City Manager, when assigned to, in support of, or pre-positioned for, any mutual aid incident, will be compensated portal to portal at their regular rate of pay for hours worked outside of their regular work hours.

### Section IV. Holidays

#### A. Observed holidays include:

New Year's Day (January 1st)  
 Martin Luther King's Day (the third Monday in January)  
 Presidents' Day (the third Monday in February)  
 Cesar Chavez Day (March 31)  
 Memorial Day (the last Monday in May)  
 Independence Day (July 4th)  
 Labor Day (the first Monday in September)  
 Veterans' Day (November 11th)  
 Thanksgiving Day  
 The day after Thanksgiving  
 Christmas Eve half day (December 24<sup>th</sup>)  
 Christmas Day (December 25th)  
 New Year's Eve half day (December 31st)

Employees shall be entitled to holiday pay if an observed holiday falls on an employee's regularly scheduled workday and if the employee is in paid status on the day before or the day after an observed holiday.

Section V. Paid Leaves

A. Annual Leave

i. Accrual Levels:

Unrepresented Employees will accrue annual leave based on the following schedule:

| <b>Years of Service</b> | <b>Months of Service</b> | <b>Biweekly Accruals</b> | <b>Annual Accruals</b> | <b>Maximum Accrual</b> |
|-------------------------|--------------------------|--------------------------|------------------------|------------------------|
| <5                      | 0-59                     | 6.24                     | 162.24                 | 324.48                 |
| 5-6                     | 60-71                    | 7.47                     | 194.22                 | 388.44                 |
| 6-7                     | 72-83                    | 7.78                     | 202.28                 | 404.56                 |
| 7-8                     | 84-95                    | 8.09                     | 210.34                 | 420.68                 |
| 8-9                     | 96-107                   | 8.40                     | 218.40                 | 436.80                 |
| 9-10                    | 108-119                  | 8.70                     | 226.20                 | 452.40                 |
| 10-11                   | 120-131                  | 9.54                     | 248.04                 | 496.08                 |
| 11-12                   | 132-143                  | 9.85                     | 256.10                 | 512.20                 |
| 12-13                   | 144-155                  | 10-16                    | 264.16                 | 528.32                 |
| 13-14                   | 156-167                  | 10.46                    | 271.96                 | 543.92                 |
| 14-15                   | 168-179                  | 10.77                    | 280.02                 | 560.04                 |
| 15+                     | 180+                     | 11.78                    | 306.28                 | 612.56                 |

Executive Employees will accrue annual leave based on the following schedule:

| <b>Years of Service</b> | <b>Months of Service</b> | <b>Biweekly Accruals</b> | <b>Annual Accruals</b> | <b>Maximum Accruals</b> |
|-------------------------|--------------------------|--------------------------|------------------------|-------------------------|
| <2                      | 0-23                     | 7.16                     | 186.16                 | 372.34                  |
| 2-5                     | 24-59                    | 9.62                     | 250.12                 | 500.24                  |
| 5                       | 60+                      | 12.08                    | 314.08                 | 628.16                  |

iii. Maximum Annual Leave Accrual

- a. Once an employee reaches his or her maximum annual leave accrual, he or she will not be permitted to accrue any additional annual leave until he or she uses sufficient annual leave so as to bring his or her annual leave balance below the applicable cap. Accrual will recommence in the following pay period.

iv. Redemption

- a. Employees, regardless of full-time years of service, may receive pay for redemption of up to one hundred (100) hours of annual leave during each calendar year. The redemption may occur at any time and will be requested using the appropriate form provided by Payroll.
- b. Executive employees who have any leave banks outside of their current annual leave bank, administrative leave bank, or sick leave bank, may convert the hours which equate to \$25,000 per year at their current hourly rate and have that sum placed into their 401(a) account. The amount to be converted and deposited into the 401(a) account may not exceed the annual IRS limits and shall be done in December of each calendar year.

v. Payment Upon Separation

- a. Any employee who leaves the service of the City shall be paid for accrued annual leave to which such employee is otherwise entitled at his/her then current base wage as of the effective date of separation from City service.
- b. Executive Employees who are retiring from City Service and were promoted from a lower level position into an executive position and accrued sick leave in a previous bargaining unit, shall be eligible to receive cash for their accrued sick leave at the rate of pay they made when they last held a non-executive position. The cash out will be fifty percent (50%) of the bank not to exceed 600 hours. Public Safety Employees who opt to purchase the CalPERS service credit are not eligible for this cash out.

vi. Discontinuance of Reserve Leave Program and Treatment of Accrued Reserve Leave.

- b. If an employee were previously permitted to create and maintain a reserve leave bank, such employee's reserve leave bank balance will remain available for use by employees as annual leave, subject to the conditions for use set forth in this section. Employees will no longer be permitted to add additional hours to their reserve leave banks and new employees will not be permitted to create reserve leave banks.

B. Administrative Leave

- i. At the start of each fiscal year, Unrepresented Employees will be granted sixty (60) hours of administrative leave.
- ii. At the start of each fiscal year, Executive Employees will be granted eighty (80) hours of administrative leave.

- iii. Administrative leave not taken during the fiscal year in which it is granted shall not be carried over to the subsequent fiscal year; employees shall not be permitted to maintain an administrative leave balance in excess of what they receive annually. Administrative Leave has no cash value and cannot be cashed out if unused at the end of the fiscal year in which it was granted or upon separation.

## Section VI. Health and Welfare Benefits

### A. Health Insurance

The City offers affordable health coverage that meets minimum value standards under the Patient Protection and Affordable Care Act (PPACA) to all eligible members. An eligible member is one who qualifies under the Look Back Measurement Safe Harbor (average of 30 hours per week), as adopted by Resolution and implemented under the City's implementation plan.

Medical - The City will establish a two level medical plan whereby the first level may only consist of employees who were employed with the City prior to January 1, 2023. All employees hired on or after January 1, 2023 shall only be eligible for the medical benefits described under level two. Employees will be able to make a change during the open enrollment period which commences in the fall of 2022. At that time, employees will be able to elect a change into one of the two levels.

#### i. **Level One**

Under the tier one plan, the City shall freeze its contribution at \$1,543 per month for those employees who elect a medical plan. The City shall provide \$1,243 to those employees who "waive" health insurance and provide proof of other coverage with a medical plan which does not consist of any plan on the "Covered California" Exchange.

Employees who receive cash back will continue to receive this benefit. Cash back is defined as the difference between the premium for the plan the employee has chosen and the \$1,543 contribution the City makes. It is understood that by remaining in the tier one program that this cash back will diminish as medical insurance premiums increase each year.

Provided that the employee has no changes in plan selection or level of plan, i.e. employee, employee plus one, or family, the employee may remain in the tier one plan. The following changes would prompt removal from tier one and placement into tier two:

1. An employee who experiences a change of family circumstances such as a marriage, divorce, birth, child aging out etc., which would change their level of coverage.
2. An employee who elects to change their insurance carrier, i.e. changing from Kaiser to Blue Shield.
3. The employee opts to waive coverage or drops coverage due to securing coverage elsewhere.

An employee will not be changed from tier one to two tier if the change of insurance carrier is due to no fault of their own, i.e. PERS discontinues your insurance carrier, or there is a death in the family.

#### ii. **Level Two**

Employees who begin their employment with the City after January 1, 2023, or current employees who make any changes to their health care plan including a change in coverage level

i.e., employee, employee plus one, family and/or a change in carrier, will be placed into the second tier medical plan. The specifics of this plan are as follows:

***Single, Single plus one, and Family Plan – City contribution change is effective the first full pay period in January of the year specified***

2023 – City contribution will increase by \$231 per month to \$1,774

2024 – City contribution will increase by 5% to \$1,863 per month

2025 – City contribution will increase by 5% to \$1,956 per month

Effective the 2023 benefit plan year, employees who elect medical will not receive any cash back from the City's contribution if such contribution is in excess of the plan premium.

Employees who show proof of other qualifying coverage, which does not include any plans contained in "Covered California, are eligible to receive \$500/month for waiving coverage.

B. Dental Insurance

- i. The City shall contribute the sum of thirty dollars and eighty-three cents (\$30.83) biweekly to the employee's dental insurance cafeteria plan for dental programs provided by the City. Regular full time employees that are employees for more than ninety (90) days and who "opt-out" of dental coverage will receive \$30.83 bi-weekly additional taxable income.

C. Flex Spending Plan

- i. Employees may participate in the voluntary Flex Spending Plan so long the plan is offered by the City and permitted under IRS rules and regulations.

Section VII. Term Life Insurance/STD/LTD

- A. The City shall provide a term life insurance policy to all employees covered by this Resolution in the amount of five thousand dollars (\$5,000). Additionally, employees will be provided a term life insurance policy of one time their annual salary. City-provided life insurance coverage is only in effect as long as the employee is employed by the City. Additional group term life insurance may be purchased by the individual employee.
- B. The City shall provide a Short Term Disability (STD) plan and a Long Term Disability (LTD) plan.

Section VIII. Deferred Compensation

- A. Employees shall be permitted to participate in the City's section 457 deferred compensation plan for as long as such a plan is maintained by the City. Employees will have the option to convert up to eighty (80) hours of accrued vacation or annual leave for deposit into a section 457 deferred compensation plan each calendar year. Employees who have 5 years of service will have eighty (80) hours of vacation or annual leave placed into the 401(a) account provided that this conversion does not draw their leave balance below 200 hours. This conversion is in lieu of the previously mentioned 80 hour conversion for the 457 account. Employees do not have the option to opt out of this annual conversion. The conversion will occur with the first full pay



period in July of each year.

- B. The City shall make a non-elective employer contribution of four point five percent (4.5%) of employee base pay/salary to the City-sponsored 401(a) plan for all employees in this Resolution.
- C. Effective the first full pay period in August 2022, the City shall establish a retirement health savings account for each employee under this Resolution. The City shall make a non-elective employer contribution of one percent (1%) of employee base pay/salary to the plan.

#### Section IX. Retirement

##### A. CalPERS Retirement for Miscellaneous Employees Hired before January 1, 2013

- i. The City's contract with CalPERS provides for the two percent (2%) at age fifty- five (55) retirement formula.
- ii. The City's contract with CalPERS provides for the "Single Highest Year" retirement benefit.
- iii. Executive Employees and unrepresented employees who are subject to the "classic miscellaneous formula" will pay the full employee share of seven percent (7%).
- iv. The City has adopted the CalPERS resolution in accordance with 26 U.S.C. section 414, subdivision (h)(2) to ensure that the employee contribution is made on a pre-tax basis

##### B. CalPERS Retirement for Miscellaneous Employees Hired on or after January 1, 2013

- iii. "New Members", as defined by the Public Employees' Pension Reform Act ("PEPRA") are covered by the two percent (2%) at age sixty two (62) retirement formula.
- iv. New Members' retirement benefit will be based on the highest 36 consecutive months of compensation earnable.
- iii. New Members will pay an employee contribution to CalPERS at the rate of fifty percent (50%) of the total "normal cost" of the plan as defined by CalPERS. This amount may change from year to year, as determined by CalPERS. This employee contribution will be paid through a payroll deduction.
- iv. The City has adopted the CalPERS resolution in accordance with 26 U.S.C. section 414, subdivision (h)(2) to ensure that the employee contribution is made on a pre-tax basis. The City's contract with CalPERS contains the Fourth Level Survivor Benefit and Military Service Credit for all employees.

##### C. CalPERS Retirement for Safety Employees Hired before January 1, 2013

- i. The City's contract with CalPERS provides for the three percent (3%) at age fifty (50) retirement formula.
- ii. The City's contract with CalPERS provides for the "Single Highest Year" retirement benefit.
- iii. Permanent safety Executive Employees will pay 7% of the employee contribution and

the City will pick up the remaining 2%.

- iv. The City has adopted the CalPERS resolution in accordance with 26 U.S.C. section 414, subdivision (h)(2) to ensure that the employee contribution is made on a pre-tax basis.
- v. For Department Heads who are designated as Safety, the City shall provide uniforms with the estimated value of \$450 per year. Such amount shall be reported to CalPERS pursuant to the City's contract with CalPERS.

D. CalPERS Retirement for Safety Employees Hired on or after January 1, 2013

- i. The City's contract with CalPERS provides for the two point seven percent (2.7%) at age fifty-seven (57) retirement formula.
- ii. New Member's retirement benefit will be based on the highest 36 consecutive months of compensation earnable.
- iii. New Members of the City's police retirement plan will pay an employee contribution to PERS at the rate of fifty percent (50%) of the total "normal cost" of the plan as defined by CalPERS. This amount may change from year to year, as determined by CalPERS. This employee contribution will be paid through a payroll deduction.

E. Supplemental Retirement Contribution

- i. For employees under this Resolution who are in the legacy "PARS" supplemental retirement program (program), the City shall continue to provide the supplemental retirement benefits to include the three percent (3%) at age sixty (60) supplemental retirement formula and the highest consecutive twelve-month period retirement formula.
- ii. The employees' contribution to the program shall be eight percent (8%) of the wages upon which the employee's retirement contributions are computed. The City shall pay three percent (3%) of the employee contribution for eligible executives, in addition to the actuarially calculated employer contribution. Eligible executive employees shall contribute the remaining five percent (5%). The City shall pay two point five percent (2.5%) of the employee contribution for Confidential Non- Management Employees, in addition to the actuarially calculated employer contribution. Confidential Non-Management Employees shall contribute the remaining five point five percent (5.5%).
- iii. Under California Government Code section 20636, subdivision (c)(4), the City shall report to the program as compensation earnable the City's payment of the required employee retirement contributions to PERS.
- iv. Employees hired on or after January 1, 2013, who are "new members" as defined in PEPR, including "classic" employees coming from another CalPERS jurisdiction, shall not be eligible to receive any of the programs' benefit.

Section X. City Rights

- A. The City has and will continue to retain, whether exercised or not, the unilateral and exclusive right operate, administer and manage its municipal services and workforce performing those

services in all respects. The exclusive rights of City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of services to be offered to the public, and, through its City Manager and department directors to exercise control and discretion over its organization and operations, to establish and implement administrative regulations and employment rules and regulations consistent with law, to direct employees, to classify and reclassify positions, to take disciplinary action for just cause, to relieve employees from duty because of lack of work or for other legitimate reasons, to determine whether goods or services shall be made, purchased or contracted for, to determine the methods, means and numbers and kinds of personnel by which City's services are provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the community.

#### Section XI. Severance

- A. This section only applies to employees under this Resolution who are considered "At-will" pursuant to City Ordinance. At the option of the City Manager, at will employees whose services are terminated by the City Manager may receive severance up to \$75,000. If a severance offer is extended, such offer will be accompanied by a waiver of liability agreement which has been approved by the City Attorney, which the employee must sign to be eligible for the severance. The amount of the severance is exclusive of any applicable leave cash outs required by law.

#### Section XII. Moving Expenses

- A. The City Manager is authorized to approve reimbursement for moving expenses when it is deemed necessary to successfully recruit management level candidates. The maximum allowed is \$10,000.

#### Section XI. Severability

- A. It is understood and agreed that this Resolution is subject to all current and future applicable Federal and State laws and regulations and the current provisions of the Oxnard City Code. If any part or provision of this Resolution is in conflict or inconsistent with such applicable provisions of those Federal, State, or City enactments or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of this Resolution shall not be affected

#### Section XII. Conflicting Resolutions

- A. All resolutions, parts of resolutions, contracts, or City policies and procedures in conflict with this Resolution, are hereby repealed. This Resolution hereby supersedes Resolution No. 15,285 adopted by the City Council on November 19, 2019.

#### Section XIII. Effective Date

- A. This Resolution shall become effective upon its adoption by the City Council. This Resolution shall remain in full force and effect, unless amended, repealed or otherwise modified by the City Council.

PASSED AND ADOPTED this 28<sup>th</sup> day of July 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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John C. Zaragoza, Mayor

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Rose Chaparro, City Clerk

APPROVED AS TO FORM:

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Stephen Fischer, City Attorney

## EXHIBIT A

### **Executive Classifications**

Assistant City Manager  
City Attorney  
City Clerk  
City Manager  
Deputy City Manager  
Department Head I  
Department Head II  
Department Head III  
Fire Chief  
Police Chief

### **Unrepresented**

Assistant City Attorney  
Chief Assistant City Attorney  
Deputy City Attorney I/II/III  
Assistant Director I NRC  
Assistant Director II NRC

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING  
RESOLUTION NO. 15,594 AUTHORIZING AND APPROVING CLASSIFICATION AND SALARY  
SCHEDULES PURSUANT TO CHAPTER 4 OF THE CITY PERSONNEL RULES AND  
REGULATIONS

WHEREAS, Chapter 4, Article 4.5 of the City of Oxnard Personnel Rules and Regulations requires that the City of Oxnard classification listing all classes of positions in the general city service be established by resolution of the City Council; and,

WHEREAS, Chapter 4, Article 4.7 of the City of Oxnard Personnel Rules and Regulations provides that the City Manager from time to time may revise the number of positions in each classification as necessary to perform the work of the classification, provided that the total expense to be incurred for such work shall be limited to the amount appropriated by the City Council for the classification; and,

WHEREAS, Chapter 4, Article 4.8 of the City of Oxnard Personnel Rules and Regulations provides that the City Manager shall recommend to the City Council the creation of a new or additional position allocated to an existing class whenever possible; otherwise, the City Manager shall recommend to the City Council the creation of a new classification; and,

WHEREAS, Chapter 4, Article 4.9 of the City of Oxnard Personnel Rules and Regulations requires City Council approval to establish a new classification title and salary range attached as Attachment A of this resolution.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to amend Exhibit "A" of Resolution No. 15,594 in accordance with Chapter 4, Articles 4.5, 4.7, 4.8 and 4.9 of the City of Oxnard Personnel Rules and Regulations, by adding the following classifications and establishing salary ranges for those classifications effective August 6, 2022.

PASSED AND ADOPTED this 28th day of July 2022, by the following vote:

YES:

NOES:

ABSENT:

ABSTAIN

\_\_\_\_\_  
John C. Zaragoza, Mayor

ATTEST:

\_\_\_\_\_  
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Fischer, City Attorney



ATTACHMENT A  
CLASSIFICATION AND SALARY LISTING

CITY OF OXNARD  
CLASSIFICATION AND SALARY LISTING  
EFFECTIVE AUGUST 06, 2022

Class Code

|                                                          |          |          |          |
|----------------------------------------------------------|----------|----------|----------|
| Administrative Legal Secretary                           | S15      | Lower    | Upper    |
|                                                          | Hourly   | 16.4652  | 32.5182  |
|                                                          | BIWEEKLY | 1317.22  | 2601.46  |
|                                                          | ANNUAL   | 34247.62 | 67637.86 |
| Administrative Services Coordinator / Support Supervisor | S30      | Lower    | Upper    |
|                                                          | Hourly   | 21.1618  | 41.3294  |
|                                                          | BIWEEKLY | 1692.94  | 3306.35  |
|                                                          | ANNUAL   | 44016.54 | 85965.15 |
| Administrative Services Specialist                       | S15      | Lower    | Upper    |
|                                                          | Hourly   | 16.4652  | 32.5182  |
|                                                          | BIWEEKLY | 1317.22  | 2601.46  |
|                                                          | ANNUAL   | 34247.62 | 67637.86 |
| Administrative Services Specialist, Senior               | S25      | Lower    | Upper    |
|                                                          | Hourly   | 22.4467  | 37.3722  |
|                                                          | BIWEEKLY | 1795.74  | 2989.78  |
|                                                          | ANNUAL   | 46689.14 | 77734.18 |
| Administrative Services Technician                       | S10      | Lower    | Upper    |
|                                                          | Hourly   | 15.2291  | 29.2919  |
|                                                          | BIWEEKLY | 1218.33  | 2343.35  |
|                                                          | ANNUAL   | 31676.53 | 60927.15 |
| Administrative Services Technician, Senior               | S05      | Lower    | Upper    |
|                                                          | Hourly   | 16.0730  | 30.7791  |
|                                                          | BIWEEKLY | 1285.84  | 2462.33  |
|                                                          | ANNUAL   | 33431.84 | 64020.53 |
| Animal Safety Officer                                    | I05      | Lower    | Upper    |
|                                                          | Hourly   | 18.0625  | 30.7791  |
|                                                          | BIWEEKLY | 1445.00  | 2462.33  |
|                                                          | ANNUAL   | 37570.00 | 64020.53 |
| Animal Safety Officer, Senior                            | I25      | Lower    | Upper    |
|                                                          | Hourly   | 21.9311  | 37.3722  |
|                                                          | BIWEEKLY | 1754.49  | 2989.78  |
|                                                          | ANNUAL   | 45616.69 | 77734.18 |

CITY OF OXNARD  
CLASSIFICATION AND SALARY LISTING  
EFFECTIVE AUGUST 06, 2022

|                                                  |          |           |           |
|--------------------------------------------------|----------|-----------|-----------|
| Assistant City Manager                           | E19      | Lower     | Upper     |
|                                                  | Hourly   | 78.7151   | 133.8157  |
|                                                  | BIWEEKLY | 6297.21   | 10705.26  |
|                                                  | ANNUAL   | 163727.41 | 278336.66 |
| Assistant City Treasurer / Department Director 1 | E04      | Lower     | Upper     |
|                                                  | Hourly   | 62.1611   | 105.6738  |
|                                                  | BIWEEKLY | 4972.89   | 8453.90   |
|                                                  | ANNUAL   | 129295.09 | 219801.50 |
| Assistant Engineer                               | S45      | Lower     | Upper     |
|                                                  | Hourly   | 34.5859   | 51.8788   |
|                                                  | BIWEEKLY | 2766.87   | 4150.30   |
|                                                  | ANNUAL   | 71938.67  | 107907.90 |
| Associate Engineer                               | S50      | Lower     | Upper     |
|                                                  | Hourly   | 33.9943   | 56.6625   |
|                                                  | BIWEEKLY | 2719.54   | 4533.00   |
|                                                  | ANNUAL   | 70708.14  | 117858.00 |
| Building / Construction Inspector                | I30      | Lower     | Upper     |
|                                                  | Hourly   | 29.2671   | 41.3294   |
|                                                  | BIWEEKLY | 2341.37   | 3306.35   |
|                                                  | ANNUAL   | 60875.57  | 85965.15  |
| Building / Construction Inspector, Senior        | I40      | Lower     | Upper     |
|                                                  | Hourly   | 30.0473   | 45.0710   |
|                                                  | BIWEEKLY | 2403.78   | 3605.68   |
|                                                  | ANNUAL   | 62498.38  | 93747.68  |
| Civil Engineer                                   | S55      | Lower     | Upper     |
|                                                  | Hourly   | 41.9516   | 62.9274   |
|                                                  | BIWEEKLY | 3356.13   | 5034.19   |
|                                                  | ANNUAL   | 87259.33  | 130888.99 |
| Code Compliance Inspector                        | I25      | Lower     | Upper     |
|                                                  | Hourly   | 21.9311   | 37.3722   |
|                                                  | BIWEEKLY | 1754.49   | 2989.78   |
|                                                  | ANNUAL   | 45616.69  | 77734.18  |
| Community Paramedic                              | I43      | Lower     | Upper     |
|                                                  | Hourly   | 25.0829   | 45.0709   |
|                                                  | BIWEEKLY | 2006.63   | 3605.67   |
|                                                  | ANNUAL   | 52172.43  | 93747.47  |



CITY OF OXNARD  
CLASSIFICATION AND SALARY LISTING  
EFFECTIVE AUGUST 06, 2022

|                                                   |          |           |           |
|---------------------------------------------------|----------|-----------|-----------|
| Cultural & Recreation Services Specialist         | S15      | Lower     | Upper     |
|                                                   | Hourly   | 16.4652   | 32.5182   |
|                                                   | BIWEEKLY | 1317.22   | 2601.46   |
|                                                   | ANNUAL   | 34247.62  | 67637.86  |
| Cultural & Recreation Services Technician         | S10      | Lower     | Upper     |
|                                                   | Hourly   | 15.2291   | 29.2919   |
|                                                   | BIWEEKLY | 1218.33   | 2343.35   |
|                                                   | ANNUAL   | 31676.53  | 60927.15  |
| Cultural & Recreation Services Technician, Senior | S05      | Lower     | Upper     |
|                                                   | Hourly   | 16.0730   | 30.7791   |
|                                                   | BIWEEKLY | 1285.84   | 2462.33   |
|                                                   | ANNUAL   | 33431.84  | 64020.53  |
| Deputy City Manager                               | E26      | Lower     | Upper     |
|                                                   | Hourly   | 72.3149   | 122.9354  |
|                                                   | BIWEEKLY | 5785.19   | 9834.83   |
|                                                   | ANNUAL   | 150414.99 | 255705.63 |
| Electrician                                       | I20      | Lower     | Upper     |
|                                                   | Hourly   | 24.6523   | 34.5131   |
|                                                   | BIWEEKLY | 1972.18   | 2761.05   |
|                                                   | ANNUAL   | 51276.78  | 71787.25  |
| Emergency Communications Call Taker               | S10      | Lower     | Upper     |
|                                                   | Hourly   | 15.2291   | 29.2919   |
|                                                   | BIWEEKLY | 1218.33   | 2343.35   |
|                                                   | ANNUAL   | 31676.53  | 60927.15  |
| Engineering Technician                            | S25      | Lower     | Upper     |
|                                                   | Hourly   | 22.4467   | 37.3722   |
|                                                   | BIWEEKLY | 1795.74   | 2989.78   |
|                                                   | ANNUAL   | 46689.14  | 77734.18  |
| Engineering Technician Supervisor                 | S35      | Lower     | Upper     |
|                                                   | Hourly   | 27.6286   | 45.0709   |
|                                                   | BIWEEKLY | 2210.29   | 3605.67   |
|                                                   | ANNUAL   | 57467.49  | 93747.47  |
| Fire Chief                                        | E07      | Lower     | Upper     |
|                                                   | Hourly   | 69.4952   | 117.7884  |
|                                                   | BIWEEKLY | 5559.62   | 9423.07   |
|                                                   | ANNUAL   | 144550.02 | 244999.87 |

CITY OF OXNARD  
CLASSIFICATION AND SALARY LISTING  
EFFECTIVE AUGUST 06, 2022

|                                   |          |          |          |
|-----------------------------------|----------|----------|----------|
| Fleet Services Mechanic           | I25      | Lower    | Upper    |
|                                   | Hourly   | 21.9311  | 37.3722  |
|                                   | BIWEEKLY | 1754.49  | 2989.78  |
|                                   | ANNUAL   | 45616.69 | 77734.18 |
| Fleet Services Mechanic, Senior   | I30      | Lower    | Upper    |
|                                   | Hourly   | 29.2671  | 41.3294  |
|                                   | BIWEEKLY | 2341.37  | 3306.35  |
|                                   | ANNUAL   | 60875.57 | 85965.15 |
| Fleet Services Technician         | I10      | Lower    | Upper    |
|                                   | Hourly   | 16.2711  | 29.2919  |
|                                   | BIWEEKLY | 1301.69  | 2343.35  |
|                                   | ANNUAL   | 33843.89 | 60927.15 |
| Fleet Services Worker             | I00      | Lower    | Upper    |
|                                   | Hourly   | 16.7642  | 28.0653  |
|                                   | BIWEEKLY | 1341.14  | 2245.22  |
|                                   | ANNUAL   | 34869.54 | 58375.82 |
| HVAC Mechanic                     | I20      | Lower    | Upper    |
|                                   | Hourly   | 24.6523  | 34.5131  |
|                                   | BIWEEKLY | 1972.18  | 2761.05  |
|                                   | ANNUAL   | 51276.78 | 71787.25 |
| Information Technology Specialist | S20      | Lower    | Upper    |
|                                   | Hourly   | 24.6522  | 34.5131  |
|                                   | BIWEEKLY | 1972.18  | 2761.05  |
|                                   | ANNUAL   | 51276.58 | 71787.25 |
| Information Technology Technician | S10      | Lower    | Upper    |
|                                   | Hourly   | 15.2291  | 29.2919  |
|                                   | BIWEEKLY | 1218.33  | 2343.35  |
|                                   | ANNUAL   | 31676.53 | 60927.15 |
| Laboratory Specialist             | S25      | Lower    | Upper    |
|                                   | Hourly   | 22.4467  | 37.3722  |
|                                   | BIWEEKLY | 1795.74  | 2989.78  |
|                                   | ANNUAL   | 46689.14 | 77734.18 |
| Librarian                         | S25      | Lower    | Upper    |
|                                   | Hourly   | 22.4467  | 37.3722  |
|                                   | BIWEEKLY | 1795.74  | 2989.78  |
|                                   | ANNUAL   | 46689.14 | 77734.18 |



CITY OF OXNARD  
CLASSIFICATION AND SALARY LISTING  
EFFECTIVE AUGUST 06, 2022

|                                |          |          |          |
|--------------------------------|----------|----------|----------|
| Librarian, Senior              | S30      | Lower    | Upper    |
|                                | Hourly   | 21.1618  | 41.3294  |
|                                | BIWEEKLY | 1692.94  | 3306.35  |
|                                | ANNUAL   | 44016.54 | 85965.15 |
| Library Monitor                | S00      | Lower    | Upper    |
|                                | Hourly   | 15.2484  | 28.0653  |
|                                | BIWEEKLY | 1219.87  | 2245.22  |
|                                | ANNUAL   | 31716.67 | 58375.82 |
| Library Technician             | S10      | Lower    | Upper    |
|                                | Hourly   | 15.2291  | 29.2919  |
|                                | BIWEEKLY | 1218.33  | 2343.35  |
|                                | ANNUAL   | 31676.53 | 60927.15 |
| Library Technician, Senior     | S05      | Lower    | Upper    |
|                                | Hourly   | 16.0730  | 30.7791  |
|                                | BIWEEKLY | 1285.84  | 2462.33  |
|                                | ANNUAL   | 33431.84 | 64020.53 |
| Maintenance Specialist         | I15      | Lower    | Upper    |
|                                | Hourly   | 18.8905  | 32.5182  |
|                                | BIWEEKLY | 1511.24  | 2601.46  |
|                                | ANNUAL   | 39292.24 | 67637.86 |
| Maintenance Specialist, Senior | I25      | Lower    | Upper    |
|                                | Hourly   | 21.9311  | 37.3722  |
|                                | BIWEEKLY | 1754.49  | 2989.78  |
|                                | ANNUAL   | 45616.69 | 77734.18 |
| Maintenance Technician         | I10      | Lower    | Upper    |
|                                | Hourly   | 16.2711  | 29.2919  |
|                                | BIWEEKLY | 1301.69  | 2343.35  |
|                                | ANNUAL   | 33843.89 | 60927.15 |
| Maintenance Technician, Senior | I05      | Lower    | Upper    |
|                                | Hourly   | 18.0625  | 30.7791  |
|                                | BIWEEKLY | 1445.00  | 2462.33  |
|                                | ANNUAL   | 37570.00 | 64020.53 |
| Maintenance Worker             | I00      | Lower    | Upper    |
|                                | Hourly   | 16.7642  | 28.0653  |
|                                | BIWEEKLY | 1341.14  | 2245.22  |
|                                | ANNUAL   | 34869.54 | 58375.82 |



CITY OF OXNARD  
CLASSIFICATION AND SALARY LISTING  
EFFECTIVE AUGUST 06, 2022

|                                      |          |          |           |
|--------------------------------------|----------|----------|-----------|
| Paralegal                            | S42      | Lower    | Upper     |
|                                      | Hourly   | 32.9551  | 46.1371   |
|                                      | BIWEEKLY | 2636.41  | 3690.97   |
|                                      | ANNUAL   | 68546.61 | 95965.17  |
| Permit Technician                    | S25      | Lower    | Upper     |
|                                      | Hourly   | 22.4467  | 37.3722   |
|                                      | BIWEEKLY | 1795.74  | 2989.78   |
|                                      | ANNUAL   | 46689.14 | 77734.18  |
| Planner                              | S40      | Lower    | Upper     |
|                                      | Hourly   | 32.2313  | 48.3469   |
|                                      | BIWEEKLY | 2578.50  | 3867.75   |
|                                      | ANNUAL   | 67041.10 | 100561.55 |
| Planner, Assistant                   | S35      | Lower    | Upper     |
|                                      | Hourly   | 27.6286  | 45.0709   |
|                                      | BIWEEKLY | 2210.29  | 3605.67   |
|                                      | ANNUAL   | 57467.49 | 93747.47  |
| Plans Examiner                       | S30      | Lower    | Upper     |
|                                      | Hourly   | 21.1618  | 41.3294   |
|                                      | BIWEEKLY | 1692.94  | 3306.35   |
|                                      | ANNUAL   | 44016.54 | 85965.15  |
| Plant Maintenance Specialist         | I25      | Lower    | Upper     |
|                                      | Hourly   | 21.9311  | 37.3722   |
|                                      | BIWEEKLY | 1754.49  | 2989.78   |
|                                      | ANNUAL   | 45616.69 | 77734.18  |
| Plant Maintenance Specialist, Senior | I30      | Lower    | Upper     |
|                                      | Hourly   | 29.2671  | 41.3294   |
|                                      | BIWEEKLY | 2341.37  | 3306.35   |
|                                      | ANNUAL   | 60875.57 | 85965.15  |
| Plant Operations Shift Coordinator   | I45      | Lower    | Upper     |
|                                      | Hourly   | 34.5859  | 51.8788   |
|                                      | BIWEEKLY | 2766.87  | 4150.30   |
|                                      | ANNUAL   | 71938.67 | 107907.90 |
| Plant Operator                       | I15      | Lower    | Upper     |
|                                      | Hourly   | 18.8905  | 32.5182   |
|                                      | BIWEEKLY | 1511.24  | 2601.46   |
|                                      | ANNUAL   | 39292.24 | 67637.86  |

CITY OF OXNARD  
CLASSIFICATION AND SALARY LISTING  
EFFECTIVE AUGUST 06, 2022

|                                   |          |          |           |
|-----------------------------------|----------|----------|-----------|
| Plant Operator, Principal         | I35      | Lower    | Upper     |
|                                   | Hourly   | 28.6905  | 43.2524   |
|                                   | BIWEEKLY | 2295.24  | 3460.19   |
|                                   | ANNUAL   | 59676.24 | 89964.99  |
| Plant Operator, Senior            | I20      | Lower    | Upper     |
|                                   | Hourly   | 24.6523  | 34.5131   |
|                                   | BIWEEKLY | 1972.18  | 2761.05   |
|                                   | ANNUAL   | 51276.78 | 71787.25  |
| Plant Operator Trainee            | I10      | Lower    | Upper     |
|                                   | Hourly   | 16.2711  | 29.2919   |
|                                   | BIWEEKLY | 1301.69  | 2343.35   |
|                                   | ANNUAL   | 33843.89 | 60927.15  |
| Police Corporal                   | P02      | Lower    | Upper     |
|                                   | Hourly   | 47.0861  | 61.9370   |
|                                   | BIWEEKLY | 3766.89  | 4954.96   |
|                                   | ANNUAL   | 97939.09 | 128828.96 |
| Police Officer                    | P01      | Lower    | Upper     |
|                                   | Hourly   | 34.9341  | 54.6567   |
|                                   | BIWEEKLY | 2794.73  | 4372.54   |
|                                   | ANNUAL   | 72662.93 | 113685.94 |
| Police Sergeant                   | P03      | Lower    | Upper     |
|                                   | Hourly   | 47.0861  | 71.2274   |
|                                   | BIWEEKLY | 3766.89  | 5698.19   |
|                                   | ANNUAL   | 97939.09 | 148152.99 |
| Police Service Offer              | P04      | Lower    | Upper     |
|                                   | Hourly   | 30.3134  | 47.4270   |
|                                   | BIWEEKLY | 2425.07  | 3794.16   |
|                                   | ANNUAL   | 63051.87 | 98648.16  |
| Police Records Technician         | S10      | Lower    | Upper     |
|                                   | Hourly   | 15.2291  | 29.2919   |
|                                   | BIWEEKLY | 1218.33  | 2343.35   |
|                                   | ANNUAL   | 31676.53 | 60927.15  |
| Police Records Technician, Senior | S05      | Lower    | Upper     |
|                                   | Hourly   | 16.0730  | 30.7791   |
|                                   | BIWEEKLY | 1285.84  | 2462.33   |
|                                   | ANNUAL   | 33431.84 | 64020.53  |



CITY OF OXNARD  
CLASSIFICATION AND SALARY LISTING  
EFFECTIVE AUGUST 06, 2022

|                                        |          |          |           |
|----------------------------------------|----------|----------|-----------|
| Property and Evidence Technician       | S10      | Lower    | Upper     |
|                                        | Hourly   | 15.2291  | 29.2919   |
|                                        | BIWEEKLY | 1218.33  | 2343.35   |
|                                        | ANNUAL   | 31676.53 | 60927.15  |
| Public Safety Analyst                  | S35      | Lower    | Upper     |
|                                        | Hourly   | 27.6286  | 45.0709   |
|                                        | BIWEEKLY | 2210.29  | 3605.67   |
|                                        | ANNUAL   | 57467.49 | 93747.47  |
| Public Safety Analyst, Senior          | S45      | Lower    | Upper     |
|                                        | Hourly   | 34.5859  | 51.8788   |
|                                        | BIWEEKLY | 2766.87  | 4150.30   |
|                                        | ANNUAL   | 71938.67 | 107907.90 |
| Public Safety Dispatcher I             | P07      | Lower    | Upper     |
|                                        | Hourly   | 25.8976  | 40.0201   |
|                                        | BIWEEKLY | 2071.81  | 3201.61   |
|                                        | ANNUAL   | 53867.01 | 83241.81  |
| Public Safety Dispatcher II            | P08      | Lower    | Upper     |
|                                        | Hourly   | 27.2188  | 44.0221   |
|                                        | BIWEEKLY | 2177.50  | 3521.77   |
|                                        | ANNUAL   | 56615.10 | 91565.97  |
| Public Safety Dispatcher III           | P09      | Lower    | Upper     |
|                                        | Hourly   | 36.8844  | 51.5059   |
|                                        | BIWEEKLY | 2950.75  | 4120.47   |
|                                        | ANNUAL   | 76719.55 | 107132.27 |
| Public Safety Field Assistant          | S00      | Lower    | Upper     |
|                                        | Hourly   | 15.2484  | 28.0653   |
|                                        | BIWEEKLY | 1219.87  | 2245.22   |
|                                        | ANNUAL   | 31716.67 | 58375.82  |
| Public Safety Field Technician         | S10      | Lower    | Upper     |
|                                        | Hourly   | 15.2291  | 29.2919   |
|                                        | BIWEEKLY | 1218.33  | 2343.35   |
|                                        | ANNUAL   | 31676.53 | 60927.15  |
| Public Safety Field Technician, Senior | S05      | Lower    | Upper     |
|                                        | Hourly   | 16.0730  | 30.7791   |
|                                        | BIWEEKLY | 1285.84  | 2462.33   |
|                                        | ANNUAL   | 33431.84 | 64020.53  |

CITY OF OXNARD  
CLASSIFICATION AND SALARY LISTING  
EFFECTIVE AUGUST 06, 2022

|                                                |          |          |           |
|------------------------------------------------|----------|----------|-----------|
| Public Safety Investigative Specialist         | S15      | Lower    | Upper     |
|                                                | Hourly   | 16.4652  | 32.5182   |
|                                                | BIWEEKLY | 1317.22  | 2601.46   |
|                                                | ANNUAL   | 34247.62 | 67637.86  |
| Public Safety Investigative Specialist, Senior | S25      | Lower    | Upper     |
|                                                | Hourly   | 22.4467  | 37.3722   |
|                                                | BIWEEKLY | 1795.74  | 2989.78   |
|                                                | ANNUAL   | 46689.14 | 77734.18  |
| Senior Engineer                                | S60      | Lower    | Upper     |
|                                                | Hourly   | 45.8790  | 73.4064   |
|                                                | BIWEEKLY | 3670.32  | 5872.51   |
|                                                | ANNUAL   | 95428.32 | 152685.31 |
| Senior Police Service Officer                  | P05      | Lower    | Upper     |
|                                                | Hourly   | 38.7119  | 52.1693   |
|                                                | BIWEEKLY | 3096.95  | 4173.54   |
|                                                | ANNUAL   | 80520.75 | 108512.14 |
| Survey Party Chief                             | I25      | Lower    | Upper     |
|                                                | Hourly   | 21.9311  | 37.3722   |
|                                                | BIWEEKLY | 1754.49  | 2989.78   |
|                                                | ANNUAL   | 45616.69 | 77734.18  |
| Utilities Field Specialist                     | I15      | Lower    | Upper     |
|                                                | Hourly   | 18.8905  | 32.5182   |
|                                                | BIWEEKLY | 1511.24  | 2601.46   |
|                                                | ANNUAL   | 39292.24 | 67637.86  |
| Utilities Field Supervisor                     | I31      | Lower    | Upper     |
|                                                | Hourly   | 27.0277  | 42.1799   |
|                                                | BIWEEKLY | 2162.22  | 3374.39   |
|                                                | ANNUAL   | 56217.62 | 87734.19  |
| Utilities Field Technician                     | I10      | Lower    | Upper     |
|                                                | Hourly   | 16.2711  | 29.2919   |
|                                                | BIWEEKLY | 1301.69  | 2343.35   |
|                                                | ANNUAL   | 33843.89 | 60927.15  |
| Utilities Field Technician, Senior             | I05      | Lower    | Upper     |
|                                                | Hourly   | 18.0625  | 30.7791   |
|                                                | BIWEEKLY | 1445.00  | 2462.33   |
|                                                | ANNUAL   | 37570.00 | 64020.53  |



CITY OF OXNARD  
CLASSIFICATION AND SALARY LISTING  
EFFECTIVE AUGUST 06, 2022

|                                          |          |          |          |
|------------------------------------------|----------|----------|----------|
| Utilities Technical Services Coordinator | I30      | Lower    | Upper    |
|                                          | Hourly   | 29.2671  | 41.3294  |
|                                          | BIWEEKLY | 2341.37  | 3306.35  |
|                                          | ANNUAL   | 60875.57 | 85965.15 |

|                                         |          |          |          |
|-----------------------------------------|----------|----------|----------|
| Utilities Technical Services Specialist | I15      | Lower    | Upper    |
|                                         | Hourly   | 18.8905  | 32.5182  |
|                                         | BIWEEKLY | 1511.24  | 2601.46  |
|                                         | ANNUAL   | 39292.24 | 67637.86 |

|                                                 |          |          |          |
|-------------------------------------------------|----------|----------|----------|
| Utilities Technical Services Specialist, Senior | I20      | Lower    | Upper    |
|                                                 | Hourly   | 24.6523  | 34.5131  |
|                                                 | BIWEEKLY | 1972.18  | 2761.05  |
|                                                 | ANNUAL   | 51276.78 | 71787.25 |

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING  
RESOLUTION NO. 15,593 AUTHORIZING FULL-TIME EQUIVALENT POSITIONS  
PURSUANT TO CHAPTER 4 OF THE CITY PERSONNEL RULES AND REGULATIONS

WHEREAS, Chapter 4, Section 4.7 of the City of Oxnard Personnel Rules and Regulations provides that the City Manager from time to time may revise the number of positions in each classification as necessary to perform the work of the classification, provided that the total expense to be incurred for such work shall be limited to the amount appropriated by the City Council for the classification: and

WHEREAS, the City Council has reviewed the revisions attached as Attachment A of this resolution and finds that they are desirable and in the interest of maintaining an efficient municipal organization.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to amend Resolution No. 15,593 with the following changes to the adopted FY 22/23 position allocations as specified, subject to approval of a budget appropriation for the revised allocation.

PASSED AND ADOPTED this 28th day of July 2022, by the following vote:

YES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
John C. Zaragoza, Mayor

ATTEST:

\_\_\_\_\_  
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Fischer, City Attorney



ATTACHMENT A  
POSITION CONTROL LISTING

| <u>Department</u>                  | <u>Title</u>                                                    | <b>FY 22/23<br/>Adopted</b> | <b>Proposed<br/>Changes</b> | <b>New<br/>Allocation</b> |
|------------------------------------|-----------------------------------------------------------------|-----------------------------|-----------------------------|---------------------------|
| <b>CITY ATTORNEY</b>               |                                                                 |                             |                             |                           |
|                                    | ADMINISTRATIVE LEGAL SECRETARY ( C )                            | 0                           | 1                           | 1                         |
|                                    | ADMINISTRATIVE LEGAL SECRETARY I                                | 1                           | -1                          | 0                         |
| <b>CITY ATTORNEY DEPT TOTAL</b>    |                                                                 | <b>1</b>                    | <b>0</b>                    | <b>1</b>                  |
| <b>CITY CLERK</b>                  |                                                                 |                             |                             |                           |
|                                    | ADMINISTRATIVE SERVICES TECHNICIAN                              | 0                           | 1                           | 1                         |
|                                    | OFFICE ASSISTANT II                                             | 1                           | -1                          | 0                         |
| <b>CITY CLERK DEPT TOTAL</b>       |                                                                 | <b>1</b>                    | <b>0</b>                    | <b>1</b>                  |
| <b>CITY MANAGER</b>                |                                                                 |                             |                             |                           |
|                                    | ADMINISTRATIVE SERVICES TECHNICIAN                              | 0                           | 1                           | 1                         |
|                                    | ADMINISTRATIVE SERVICES<br>COORDINATOR/SUPPORT SUPERVISOR ( C ) | 0                           | 1                           | 1                         |
|                                    | ADMINISTRATIVE ASSISTANT (C)                                    | 1                           | -1                          | 0                         |
|                                    | OFFICE ASSISTANT I                                              | 1                           | -1                          | 0                         |
| <b>CITY MANAGER DEPT TOTAL</b>     |                                                                 | <b>2</b>                    | <b>0</b>                    | <b>2</b>                  |
| <b>COMMUNITY DEVELOPMENT</b>       |                                                                 |                             |                             |                           |
|                                    | ADMINISTRATIVE SERVICES<br>COORDINATOR/SUPPORT SUPERVISOR       | 0                           | 2                           | 2                         |
|                                    | ADMINISTRATIVE SERVICES SPECIALIST                              | 0                           | 2                           | 2                         |
|                                    | ADMINISTRATIVE SERVICES TECHNICIAN                              | 0                           | 3                           | 3                         |
|                                    | ASSOCIATE ENGINEER                                              | 0                           | 3                           | 3                         |
|                                    | BUILDING/CONSTRUCTION INSPECTOR                                 | 0                           | 8                           | 8                         |
|                                    | BUILDING/CONSTRUCTION INSPECTOR, SENIOR                         | 0                           | 4                           | 4                         |
|                                    | CODE COMPLIANCE INSPECTOR                                       | 0                           | 7                           | 7                         |
|                                    | PLANS EXAMINER                                                  | 0                           | 1                           | 1                         |
|                                    | ADMINISTRATIVE SECRETARY III                                    | 2                           | -2                          | 0                         |
|                                    | ADMINISTRATIVE TECHNICIAN                                       | 2                           | -2                          | 0                         |
|                                    | BUILDING INSPECTOR II                                           | 5                           | -5                          | 0                         |
|                                    | CODE COMPLIANCE INSPECTOR II                                    | 7                           | -7                          | 0                         |
|                                    | CONSTRUCTION INSPECTOR II                                       | 3                           | -3                          | 0                         |
|                                    | ELECTRICAL INSPECTOR                                            | 1                           | -1                          | 0                         |
|                                    | OFFICE ASSISTANT II                                             | 3                           | -3                          | 0                         |
|                                    | PLAN CHECK ENGINEER                                             | 3                           | -3                          | 0                         |
|                                    | PLANS EXAMINER II ( PLANNERS EXAMINER                           | 1                           | -1                          | 0                         |
|                                    | SR. CODE COMPLIANCE INSPECTOR                                   | 2                           | -2                          | 0                         |
|                                    | SR. CONSTRUCTION INSPECTOR                                      | 1                           | -1                          | 0                         |
| <b>COMMUNITY DEVELOPMENT TOTAL</b> |                                                                 | <b>30</b>                   | <b>0</b>                    | <b>30</b>                 |
| <b>DEVELOPMENT SUPPORT</b>         |                                                                 |                             |                             |                           |

| <u>Department</u>                          | <u>Title</u>                       | <b>FY 22/23<br/>Adopted</b> | <b>Proposed<br/>Changes</b> | <b>New<br/>Allocation</b> |
|--------------------------------------------|------------------------------------|-----------------------------|-----------------------------|---------------------------|
|                                            | ADMINISTRATIVE SERVICES            |                             |                             |                           |
|                                            | COORDINATOR/SUPPORT SUPERVISOR     | 0                           | 2                           | 2                         |
|                                            | ADMINISTRATIVE SERVICES SPECIALIST | 0                           | 1                           | 1                         |
|                                            | DEPARTMENT DIRECTOR II             | 0                           | 1                           | 1                         |
|                                            | ADMINISTRATIVE ASSISTANT           | 1                           | -1                          | 0                         |
|                                            | ADMINISTRATIVE TECHNICIAN          | 1                           | -1                          | 0                         |
|                                            | COMMUNITY DEVELOPMENT DIRECTOR     | 1                           | -1                          | 0                         |
|                                            | DRAFT/GRAPH TECHNICIAN II          | 1                           | -1                          | 0                         |
| <b>DEVELOPMENT SUPPORT TOTAL</b>           |                                    | 4                           | 0                           | 4                         |
| <b>LAND USE PLAN &amp; ENV PROTC</b>       |                                    |                             |                             |                           |
|                                            | ADMINISTRATIVE SERVICES SPECIALIST | 0                           | 1                           | 1                         |
|                                            | ADMINISTRATIVE SERVICES TECHNICIAN | 0                           | 1                           | 1                         |
|                                            | PLANNER                            | 0                           | 5                           | 5                         |
|                                            | PLANNER, ASSISTANT                 | 0                           | 3                           | 3                         |
|                                            | ADMINISTRATIVE SECRETARY III       | 1                           | -1                          | 0                         |
|                                            | ASSISTANT PLANNER                  | 3                           | -3                          | 0                         |
|                                            | ASSOCIATE PLANNER                  | 5                           | -5                          | 0                         |
|                                            | OFFICE ASSISTANT II                | 1                           | -1                          | 0                         |
| <b>LAND USE PLAN &amp; ENV PROTC TOTAL</b> |                                    | 10                          | 0                           | 10                        |
| <b>COMMUNITY DEVELOPMENT TOTAL</b>         |                                    | 44                          | 0                           | 44                        |
| <b>CULTURAL &amp; COMMUNITY SERVICES</b>   |                                    |                             |                             |                           |
| <b>LIBRARY</b>                             |                                    |                             |                             |                           |
|                                            | ADMINISTRATIVE SERVICES            |                             |                             |                           |
|                                            | COORDINATOR/SUPPORT SUPERVISOR     | 0                           | 1                           | 1                         |
|                                            | ADMINISTRATIVE SERVICES TECHNICIAN | 0                           | 1                           | 1                         |
|                                            | LIBRARIAN                          | 0                           | 7                           | 7                         |
|                                            | LIBRARIAN, SENIOR                  | 0                           | 4                           | 4                         |
|                                            | LIBRARY TECHNICIAN                 | 0                           | 10.5                        | 10.5                      |
|                                            | ADMINISTRATIVE ASSISTANT           | 1                           | -1                          | 0                         |
|                                            | LIBRARIAN I                        | 6                           | -6                          | 0                         |
|                                            | LIBRARIAN II                       | 1                           | -1                          | 0                         |
|                                            | LIBRARIAN III                      | 4                           | -4                          | 0                         |
|                                            | LIBRARY AIDE I                     | 5.5                         | -5.5                        | 0                         |
|                                            | LIBRARY AIDE II                    | 5                           | -5                          | 0                         |
|                                            | OFFICE ASSISTANT II                | 1                           | -1                          | 0                         |
| <b>LIBRARY SERVICES TOTAL</b>              |                                    | 23.5                        | 0                           | 23.5                      |
| <b>RECREATION SERVICES</b>                 |                                    |                             |                             |                           |
|                                            | ADMINISTRATIVE SERVICES            |                             |                             |                           |
|                                            | COORDINATOR/SUPPORT SUPERVISOR     | 0                           | 2                           | 2                         |

| <u>Department</u>                          | <u>Title</u>                              | <u>FY 22/23<br/>Adopted</u> | <u>Proposed<br/>Changes</u> | <u>New<br/>Allocation</u> |
|--------------------------------------------|-------------------------------------------|-----------------------------|-----------------------------|---------------------------|
|                                            | ADMINISTRATIVE SERVICES SPECIALIST        | 0                           | 1                           | 1                         |
|                                            | ADMINISTRATIVE SERVICES TECHNICIAN        | 0                           | 2                           | 2                         |
|                                            | CULTURAL & RECREATION SERVICES SPECIALIST | 0                           | 56.75                       | 56.75                     |
|                                            | CULTURAL & RECREATION SERVICES TECHNICIAN | 0                           | 2                           | 2                         |
|                                            | DEPARTMENT DIRECTOR I                     | 0                           | 1                           | 1                         |
|                                            | ADMINISTRATIVE ASSISTANT                  | 1                           | -1                          | 0                         |
|                                            | ADMINISTRATIVE SECRETARY III              | 1                           | -1                          | 0                         |
|                                            | ADMINISTRATIVE TECHNICIAN                 | 1                           | -1                          | 0                         |
|                                            | CULTURAL & COMMUNITY SVCS DIR             | 1                           | -1                          | 0                         |
|                                            | OFFICE ASSISTANT II                       | 2                           | -2                          | 0                         |
|                                            | RECREATION/HUMAN SERV LEADER I            | 1                           | -1                          | 0                         |
|                                            | RECREATION/HUMAN SERV LEADER II           | 1                           | -1                          | 0                         |
|                                            | RECREATION/HUMAN SERV LEADER III          | 56.75                       | -56.75                      | 0                         |
| <b>RECREATION SERVICES TOTAL</b>           |                                           | <b>64.75</b>                | <b>0</b>                    | <b>64.75</b>              |
| <b>CULTURAL &amp; COMMUNITY SVCS TOTAL</b> |                                           | <b>88.25</b>                | <b>0</b>                    | <b>88.25</b>              |

#### DEPT OF BILLING AND LICENSING

|                                            |                                                   |           |          |           |
|--------------------------------------------|---------------------------------------------------|-----------|----------|-----------|
|                                            | ADMINISTRATIVE SERVICES SPECIALIST                | 0         | 2        | 2         |
|                                            | ADMINISTRATIVE SERVICES SPECIALIST, SENIOR        | 0         | 3        | 3         |
|                                            | ADMINISTRATIVE SERVICES TECHNICIAN                | 0         | 1        | 1         |
|                                            | ADMINISTRATIVE SERVICES TECHNICIAN, SENIOR        | 0         | 10       | 10        |
|                                            | ASSISTANT CITY TREASURER/DEPARTMENT<br>DIRECTOR I | 0         | 1        | 1         |
|                                            | CODE COMPLIANCE INSPECTOR                         | 0         | 1        | 1         |
|                                            | ACCOUNT CLERK I                                   | 1         | -1       | 0         |
|                                            | ACCOUNT CLERK II                                  | 2         | -2       | 0         |
|                                            | ACCOUNT CLERK III                                 | 1         | -1       | 0         |
|                                            | ASSITANT CITY TREASURER / DIR. REV & LIC          | 1         | -1       | 0         |
|                                            | CODE COMPLIANCE INSPECTOR I                       | 1         | -1       | 0         |
|                                            | CUSTOMER SERVICE ACCT TECH                        | 2         | -2       | 0         |
|                                            | CUSTOMER SERVICE REP II                           | 7         | -7       | 0         |
|                                            | REVENUE COLLECTION TECHNICIAN                     | 1         | -1       | 0         |
|                                            | SR. CUSTOMER SERVICE REP                          | 2         | -2       | 0         |
| <b>DEPT OF BILLING AND LICENSING TOTAL</b> |                                                   | <b>18</b> | <b>0</b> | <b>18</b> |

#### FINANCE DEPARTMENT

|  |                                                        |   |     |     |
|--|--------------------------------------------------------|---|-----|-----|
|  | ADMINISTRATIVE COORDINATOR/SUPPORT<br>SUPERVISOR ( C ) | 0 | 2   | 2   |
|  | ADMINISTRATIVE SERVICES SPECIALIST                     | 0 | 2   | 2   |
|  | ADMINISTRATIVE SERVICES SPECIALIST, SENIOR             | 0 | 1   | 1   |
|  | ADMINISTRATIVE SERVICES TECHNICIAN                     | 0 | 1.5 | 1.5 |

| <u>Department</u>               | <u>Title</u>                               | <b>FY 22/23<br/>Adopted</b> | <b>Proposed<br/>Changes</b> | <b>New<br/>Allocation</b> |
|---------------------------------|--------------------------------------------|-----------------------------|-----------------------------|---------------------------|
|                                 | ADMINISTRATIVE SERVICES TECHNICIAN, SENIOR | 0                           | 2                           | 2                         |
|                                 | ASSISTANT DEPARTMENT DIRECTOR NRC I        | 0                           | 2                           | 2                         |
|                                 | DEPARTMENT DIRECTOR II                     | 0                           | 1                           | 1                         |
|                                 | ACCOUNT CLERK II                           | 1                           | -1                          | 0                         |
|                                 | ACCOUNT CLERK III                          | 2                           | -2                          | 0                         |
|                                 | ACCOUNTING TECHNICIAN                      | 2                           | -2                          | 0                         |
|                                 | ADMINISTRATIVE ASSISTANT (C)               | 2                           | -2                          | 0                         |
|                                 | ASSISTANT CHIEF FIN OFFICER                | 2                           | -2                          | 0                         |
|                                 | CHIEF FINANCIAL OFFICER                    | 1                           | -1                          | 0                         |
|                                 | MAIL CLERK                                 | 1.5                         | -1.5                        | 0                         |
| <b>FINANCE DEPARTMENT TOTAL</b> |                                            | <b>11.5</b>                 | <b>0</b>                    | <b>11.5</b>               |

#### **FIRE DEPARTMENT**

|                              |                                        |          |          |          |
|------------------------------|----------------------------------------|----------|----------|----------|
|                              | ADMINISTRATIVE SERVICES                |          |          |          |
|                              | COORDINATOR/SUPPORT SUPERVISOR ( C )   | 0        | 1        | 1        |
|                              | ADMINISTRATIVE SERVICES SPECIALIST     | 0        | 2        | 2        |
|                              | CODE COMPLIANCE INSPECTOR              | 0        | 4        | 4        |
|                              | PLANS EXAMINER                         | 0        | 1        | 1        |
|                              | PUBLIC SAFETY INVESTIGATIVE SPECIALIST | 0        | 1        | 1        |
|                              | ADMINISTRATIVE ASSISTANT (C)           | 1        | -1       | 0        |
|                              | ADMINISTRATIVE SECRETARY II            | 2        | -2       | 0        |
|                              | CRIME ANALYSIS DATA TECHNICIAN         | 1        | -1       | 0        |
|                              | FIRE INSPECTOR II (Non-Sworn)          | 4        | -4       | 0        |
|                              | PLANS EXAMINER II                      | 1        | -1       | 0        |
| <b>FIRE DEPARTMENT TOTAL</b> |                                        | <b>9</b> | <b>0</b> | <b>9</b> |

#### **HOUSING**

##### **HOUSING AUTHORITY**

|  |                                            |   |   |   |
|--|--------------------------------------------|---|---|---|
|  | ADMINISTRATIVE SERVICES                    |   |   |   |
|  | COORDINATOR/SUPPORT SUPERVISOR             | 0 | 3 | 3 |
|  | ADMINISTRATIVE SERVICES SPECIALIST         | 0 | 7 | 7 |
|  | ADMINISTRATIVE SERVICES SPECIALIST, SENIOR | 0 | 8 | 8 |
|  | ADMINISTRATIVE SERVICES TECHNICIAN         | 0 | 6 | 6 |
|  | ADMINISTRATIVE SERVICES TECHNICIAN, SENIOR | 0 | 1 | 1 |
|  | CODE COMPLIANCE INSPECTOR                  | 0 | 1 | 1 |
|  | DEPARTMENT DIRECTOR II                     | 0 | 1 | 1 |
|  | ENGINEERING TECHNICIAN                     | 0 | 1 | 1 |
|  | MAINTENANCE SPECIALIST                     | 0 | 6 | 6 |
|  | MAINTENANCE SPECIALIST, SENIOR             | 0 | 1 | 1 |
|  | MAINTENANCE TECHNICIAN                     | 0 | 4 | 4 |

| <u>Department</u>                       | <u>Title</u>                                     | <u>FY 22/23<br/>Adopted</u> | <u>Proposed<br/>Changes</u> | <u>New<br/>Allocation</u> |
|-----------------------------------------|--------------------------------------------------|-----------------------------|-----------------------------|---------------------------|
|                                         | ACCOUNT CLERK III                                | 1                           | -1                          | 0                         |
|                                         | ACCOUNTING TECHNICIAN                            | 1                           | -1                          | 0                         |
|                                         | ADMINISTRATIVE SECRETARY III                     | 1                           | -1                          | 0                         |
|                                         | CONSTRUCTION PROJECT COORDINATOR                 | 1                           | -1                          | 0                         |
|                                         | DIRECTOR OF HOUSING & REDEVELOPMENT              | 1                           | -1                          | 0                         |
|                                         | FAC MAINT WORKER II                              | 2                           | -2                          | 0                         |
|                                         | GROUNDWORKER I                                   | 1                           | -1                          | 0                         |
|                                         | GROUNDWORKER II                                  | 3                           | -3                          | 0                         |
|                                         | HOUSING INSPECTOR                                | 1                           | -1                          | 0                         |
|                                         | HOUSING SPECIALIST I                             | 5                           | -5                          | 0                         |
|                                         | HOUSING SPECIALIST II                            | 6                           | -6                          | 0                         |
|                                         | MAINTENANCE WORKER HOUSING                       | 4                           | -4                          | 0                         |
|                                         | OFFICE ASSISTANT I                               | 2                           | -2                          | 0                         |
|                                         | OFFICE ASSISTANT II                              | 5                           | -5                          | 0                         |
|                                         | RESIDENT SERVICES COORDINATOR                    | 1                           | -1                          | 0                         |
|                                         | SR. HOUSING MAINTENANCE WORKER                   | 1                           | -1                          | 0                         |
|                                         | SR. HOUSING SPECIALIST                           | 3                           | -3                          | 0                         |
| <b>HOUSING AUTHORITY TOTAL</b>          |                                                  | <b>39</b>                   | <b>0</b>                    | <b>39</b>                 |
| <b>HOUSING SERVICES</b>                 |                                                  |                             |                             |                           |
|                                         | ADMINISTRATIVE SERVICES SPECIALIST               | 0                           | 3                           | 3                         |
|                                         | ADMINISTRATIVE SERVICES SPECIALIST, SENIOR       | 0                           | 1                           | 1                         |
|                                         | ADMINISTRATIVE SECRETARY III                     | 1                           | -1                          | 0                         |
|                                         | ADMINISTRATIVE TECHNICIAN                        | 1                           | -1                          | 0                         |
|                                         | HOMELESS PROGRAMS ASSISTANT                      | 1                           | -1                          | 0                         |
|                                         | REHAB LOAN SPECIALIST                            | 1                           | -1                          | 0                         |
| <b>HOUSING SERVICES TOTAL</b>           |                                                  | <b>4</b>                    | <b>0</b>                    | <b>4</b>                  |
| <b>HOUSING DEPARTMENT TOTAL</b>         |                                                  | <b>43</b>                   | <b>0</b>                    | <b>43</b>                 |
| <b>HUMAN RESOURCES DEPARTMENT</b>       |                                                  |                             |                             |                           |
|                                         | ADMINISTRATIVE SERVICES                          |                             |                             |                           |
|                                         | COORDINATOR/SUPPORT SUPERVISOR ( C )             | 0                           | 2                           | 2                         |
|                                         | ADMINISTRATIVE SERVICES SPECIALIST, SENIOR ( C ) | 0                           | 9                           | 9                         |
|                                         | ASSISTANT DEPARTMENT DIRECTOR NRC I              | 0                           | 1                           | 1                         |
|                                         | DEPARTMENT DIRECTOR I                            | 0                           | 1                           | 1                         |
|                                         | ADMINISTRATIVE ASSISTANT (C)                     | 2                           | -2                          | 0                         |
|                                         | ASSITANT HR DIRECTOR (C)                         | 1                           | -1                          | 0                         |
|                                         | HUMAN RESOURCES DIRECTOR                         | 1                           | -1                          | 0                         |
|                                         | HUMAN RESOURCES TECHNICIAN ( C )                 | 7                           | -7                          | 0                         |
|                                         | PAYROLL TECHNICIAN (C)                           | 2                           | -2                          | 0                         |
| <b>HUMAN RESOURCES DEPARTMENT TOTAL</b> |                                                  | <b>13</b>                   | <b>0</b>                    | <b>13</b>                 |



| <u>Department</u>                      | <u>Title</u>                                     | <b>FY 22/23<br/>Adopted</b> | <b>Proposed<br/>Changes</b> | <b>New<br/>Allocation</b> |
|----------------------------------------|--------------------------------------------------|-----------------------------|-----------------------------|---------------------------|
| <b>INFORMATION SVS OPERATION</b>       |                                                  |                             |                             |                           |
|                                        | ADMINISTRATIVE SERVICES                          |                             |                             |                           |
|                                        | COORDINATOR/SUPPORT SUPERVISOR                   | 0                           | 1                           | 1                         |
|                                        | INFORMATION TECHNOLOGY SPECIALIST                | 0                           | 6                           | 6                         |
|                                        | ADMINISTRATIVE ASSISTANT                         | 1                           | -1                          | 0                         |
|                                        | COMPUTER NETWORK ENGINEER II                     | 5                           | -5                          | 0                         |
|                                        | GEOGRAPHIC INFO SYSTEMS TECH II                  | 1                           | -1                          | 0                         |
| <b>INFORMATION SVS OPERATION TOTAL</b> |                                                  | <b>7</b>                    | <b>0</b>                    | <b>7</b>                  |
| <b>POLICE DEPARTMENT</b>               |                                                  |                             |                             |                           |
|                                        | ADMINISTRATIVE SERVICES                          |                             |                             |                           |
|                                        | COORDINATOR/SUPPORT SUPERVISOR ( C )             | 0                           | 2                           | 2                         |
|                                        | ADMINISTRATIVE SERVICES SPECIALIST, SENIOR ( C ) | 0                           | 1                           | 1                         |
|                                        | ADMINISTRATIVE SERVICES TECHNICIAN               | 0                           | 1                           | 1                         |
|                                        | ADMINISTRATIVE SERVICES TECHNICIAN, SENIOR       | 0                           | 2                           | 2                         |
|                                        | ANIMAL SAFETY OFFICER, SENIOR                    | 0                           | 1                           | 1                         |
|                                        | POLICE RECORDS TECHNICIAN                        | 0                           | 21                          | 21                        |
|                                        | POLICE RECORDS TECHNICIAN, SENIOR                | 0                           | 2                           | 2                         |
|                                        | PROPERTY & EVIDENCE TECHNICIAN                   | 0                           | 5                           | 5                         |
|                                        | PUBLIC SAFETY ANALYST                            | 0                           | 3                           | 3                         |
|                                        | PUBLIC SAFETY FIELD ASSISTANT                    | 0                           | 6                           | 6                         |
|                                        | PUBLIC SAFETY FIELD TECHNICIAN                   | 0                           | 14                          | 14                        |
|                                        | PUBLIC SAFETY FIELD TECHNICIAN, SENIOR           | 0                           | 1                           | 1                         |
|                                        | PUBLIC SAFETY INVESTIGATIVE SPECIALIST           | 0                           | 14                          | 14                        |
|                                        | PUBLIC SAFETY INVESTIGATIVE SPECIALIST, SENIOR   | 0                           | 3                           | 3                         |
|                                        | ACCOUNT CLERK III                                | 2                           | -2                          | 0                         |
|                                        | ADMINISTRATIVE ASSISTANT (C)                     | 1                           | -1                          | 0                         |
|                                        | ADMINISTRATIVE SVC'S ASSISTANT                   | 2                           | -2                          | 0                         |
|                                        | COMMUNITY SERVICE OFFICER                        | 10                          | -10                         | 0                         |
|                                        | CRIME ANALYSIS DATA TECHNICIAN                   | 2                           | -2                          | 0                         |
|                                        | CRIME ANALYST I                                  | 2                           | -2                          | 0                         |
|                                        | CRIME ANALYST II                                 | 1                           | -1                          | 0                         |
|                                        | CROSSING GUARD                                   | 6                           | -6                          | 0                         |
|                                        | EVIDENCE TECHNICIAN II                           | 3                           | -3                          | 0                         |
|                                        | MISSING PERSONS SPECIALIST                       | 1                           | -1                          | 0                         |
|                                        | OFFICE ASSISTANT II                              | 1                           | -1                          | 0                         |
|                                        | POLICE RECORDS TECHNICIAN II                     | 14                          | -14                         | 0                         |

| <u>Department</u>              | <u>Title</u>                      | <b>FY 22/23<br/>Adopted</b> | <b>Proposed<br/>Changes</b> | <b>New<br/>Allocation</b> |
|--------------------------------|-----------------------------------|-----------------------------|-----------------------------|---------------------------|
|                                | POLICE RECORDS TECHNICIAN III     | 2                           | -2                          | 0                         |
|                                | POLICE WORD PROCESSOR II          | 7                           | -7                          | 0                         |
|                                | PROPERTY & EVIDENCE TECH II       | 5                           | -5                          | 0                         |
|                                | SEX REGISTRANT SPECIALIST         | 1                           | -1                          | 0                         |
|                                | SR. TRAFFIC SERVICE ASST          | 1                           | -1                          | 0                         |
|                                | SUPERVISING ANIMAL SAFETY OFFICER | 1                           | -1                          | 0                         |
|                                | TRAFFIC SERVICE ASST II           | 14                          | -14                         | 0                         |
| <b>POLICE DEPARTMENT TOTAL</b> |                                   | <b>76</b>                   | <b>0</b>                    | <b>76</b>                 |

## **PUBLIC WORKS**

### **ENVIRONMENTAL RESOURCES**

|                                            |    |     |    |
|--------------------------------------------|----|-----|----|
| ADMINISTRATIVE SERVICES                    |    |     |    |
| COORDINATOR/SUPPORT SUPERVISOR             | 0  | 3   | 3  |
| ADMINISTRATIVE SERVICES SPECIALIST         | 0  | 1   | 1  |
| ADMINISTRATIVE SERVICES SPECIALIST, SENIOR | 0  | 1   | 1  |
| ADMINISTRATIVE SERVICES TECHNICIAN         | 0  | 4   | 4  |
| ADMINISTRATIVE SERVICES TECHNICIAN, SENIOR | 0  | 15  | 15 |
| ELECTRICIAN                                | 0  | 1   | 1  |
| FLEET SERVICES MECHANIC                    | 0  | 3   | 3  |
| MAINTENANCE SPECIALIST                     | 0  | 14  | 14 |
| MAINTENANCE TECHNICIAN                     | 0  | 25  | 25 |
| MAINTENANCE TECHNICIAN, SENIOR             | 0  | 66  | 66 |
| MAINTENANCE WORKER                         | 0  | 26  | 26 |
| ACCOUNT CLERK III                          | 4  | -4  | 0  |
| ACCOUNTING TECHNICIAN                      | 1  | -1  | 0  |
| ADMINISTRATIVE ASSISTANT                   | 1  | -1  | 0  |
| ADMINISTRATIVE SECRETARY III               | 1  | -1  | 0  |
| ADMINISTRATIVE TECHNICIAN                  | 1  | -1  | 0  |
| CONTAINER SERVICE WORKER                   | 2  | -2  | 0  |
| CUSTOMER SERVICE REP I                     | 2  | -2  | 0  |
| CUSTOMER SERVICE REP II                    | 13 | -13 | 0  |
| EQUIPMENT OPERATOR                         | 12 | -12 | 0  |
| MAINTENANCE WORKER TRAINEE                 | 24 | -24 | 0  |
| MRF DISPATCHER                             | 1  | -1  | 0  |
| MRF MACHINERY OPERATOR                     | 3  | -3  | 0  |

| <u>Department</u>                            | <u>Title</u>                       | <b>FY 22/23<br/>Adopted</b> | <b>Proposed<br/>Changes</b> | <b>New<br/>Allocation</b> |
|----------------------------------------------|------------------------------------|-----------------------------|-----------------------------|---------------------------|
|                                              | MRF MECHANIC                       | 3                           | -3                          | 0                         |
|                                              | OFFICE ASSISTANT II                | 1                           | -1                          | 0                         |
|                                              | SOLID WASTE EQUIP OPER II          | 49                          | -49                         | 0                         |
|                                              | SOLID WASTE TRANS OPERATOR         | 14                          | -14                         | 0                         |
|                                              | SORTER                             | 26                          | -26                         | 0                         |
|                                              | TREATMENT PLANT ELECTRICIAN        | 1                           | -1                          | 0                         |
| <b>ENVIRONMENTAL RESOURCE TOTAL</b>          |                                    | <b>159</b>                  | <b>0</b>                    | <b>159</b>                |
| <b>FACILITIES MAINTENANCE SERVICES</b>       |                                    |                             |                             |                           |
|                                              | ELECTRICIAN                        | 0                           | 2                           | 2                         |
|                                              | HVAC MECHANIC                      | 0                           | 2                           | 2                         |
|                                              | MAINTENANCE SPECIALIST             | 0                           | 9                           | 9                         |
|                                              | MAINTENANCE SPECIALIST, SENIOR     | 0                           | 2                           | 2                         |
|                                              | MAINTENANCE TECHNICIAN             | 0                           | 2                           | 2                         |
|                                              | MAINTENANCE WORKER                 | 0                           | 11                          | 11                        |
|                                              | CUSTODIAN                          | 11                          | -11                         | 0                         |
|                                              | SR. CUSTODIAN                      | 2                           | -2                          | 0                         |
|                                              | FAC MAINT WORKER II                | 6                           | -6                          | 0                         |
|                                              | HVAC TECHNICIAN                    | 2                           | -2                          | 0                         |
|                                              | MAINTENANCE CARPENTER              | 2                           | -2                          | 0                         |
|                                              | MAINTENANCE ELECTRICIAN            | 2                           | -2                          | 0                         |
|                                              | MAINTENANCE PLUMBER                | 1                           | -1                          | 0                         |
|                                              | SR. FACILITIES MAINTENANCE WORKER  | 2                           | -2                          | 0                         |
| <b>FACILITIES MAINTENANCE SERVICES TOTAL</b> |                                    | <b>28</b>                   | <b>0</b>                    | <b>28</b>                 |
| <b>FLEET SERVICES OPERATION</b>              |                                    |                             |                             |                           |
|                                              | ADMINISTRATIVE SERVICES            |                             |                             |                           |
|                                              | COORDINATOR/SUPPORT SUPERVISOR     | 0                           | 1                           | 1                         |
|                                              | ADMINISTRATIVE SERVICES TECHNICIAN | 0                           | 1                           | 1                         |
|                                              | FLEET SERVICES MECHANIC            | 0                           | 15                          | 15                        |
|                                              | FLEET SERVICES MECHANIC, SENIOR    | 0                           | 4                           | 4                         |
|                                              | FLEET SERVICES TECHNICIAN          | 0                           | 1                           | 1                         |
|                                              | FLEET SERVICES WORKER              | 0                           | 1                           | 1                         |
|                                              | ADMINISTRATIVE TECHNICIAN          | 1                           | -1                          | 0                         |
|                                              | ACCOUNT CLERK II                   | 1                           | -1                          | 0                         |
|                                              | FLEET SERVICES MAINT WORKER        | 1                           | -1                          | 0                         |
|                                              | FLEET SERVICES MECHANIC I          | 6                           | -6                          | 0                         |
|                                              | FLEET SERVICES MECHANIC II         | 9                           | -9                          | 0                         |
|                                              | SR. FLEET SERVICES MECHANIC        | 4                           | -4                          | 0                         |
|                                              | TIRE REPAIRER                      | 1                           | -1                          | 0                         |
| <b>FLEET SERVICES OPERATION TOTAL</b>        |                                    | <b>23</b>                   | <b>0</b>                    | <b>23</b>                 |

| <u>Department</u>                        | <u>Title</u>                               | <b>FY 22/23<br/>Adopted</b> | <b>Proposed<br/>Changes</b> | <b>New<br/>Allocation</b> |
|------------------------------------------|--------------------------------------------|-----------------------------|-----------------------------|---------------------------|
| <b>MAINTENANCE SERVICES</b>              |                                            |                             |                             |                           |
|                                          | ADMINISTRATIVE SERVICES                    |                             |                             |                           |
|                                          | COORDINATOR/SUPPORT SUPERVISOR             | 0                           | 2                           | 2                         |
|                                          | ADMINISTRATIVE SERVICES SPECIALIST         | 0                           | 1                           | 1                         |
|                                          | ADMINISTRATIVE SERVICES TECHNICIAN, SENIOR | 0                           | 2                           | 2                         |
|                                          | MAINTENANCE SPECIALIST, SENIOR             | 0                           | 6                           | 6                         |
|                                          | MAINTENANCE TECHNICIAN                     | 0                           | 33                          | 33                        |
|                                          | MAINTENANCE TECHNCIAN, SENIOR              | 0                           | 20                          | 20                        |
|                                          | PUBLIC SAFETY INVESTIGATIVE SPECIALIST     | 0                           | 1                           | 1                         |
|                                          | ADMINISTRATIVE ASSISTANT                   | 1                           | -1                          | 0                         |
|                                          | ADMINISTRATIVE SECRETARY II                | 1                           | -1                          | 0                         |
|                                          | ADMINISTRATIVE TECHNICIAN                  | 1                           | -1                          | 0                         |
|                                          | EQUIPMENT OPERATOR                         | 5                           | -5                          | 0                         |
|                                          | GRAFFITI ACTION COORDINATOR                | 1                           | -1                          | 0                         |
|                                          | GROUNDWORKER I                             | 26                          | -26                         | 0                         |
|                                          | GROUNDWORKER II                            | 7                           | -7                          | 0                         |
|                                          | MAINTENANCE PLUMBER                        | 1                           | -1                          | 0                         |
|                                          | OFFICE ASSISTANT II                        | 2                           | -2                          | 0                         |
|                                          | SR. GROUNDWORKER                           | 3                           | -3                          | 0                         |
|                                          | SR. STREET MAINT WORKER                    | 4                           | -4                          | 0                         |
|                                          | SR. TREE TRIMMER                           | 1                           | -1                          | 0                         |
|                                          | STREET MAINT WKR I                         | 5                           | -5                          | 0                         |
|                                          | STREET MAINT WKR II                        | 3                           | -3                          | 0                         |
|                                          | TRAFFIC SAFETY MAINT WKR                   | 2                           | -2                          | 0                         |
|                                          | TREE TRIMMER I                             | 1                           | -1                          | 0                         |
|                                          | TREE TRIMMER II                            | 1                           | -1                          | 0                         |
| <b>MAINTENANCE SERVICES TOTAL</b>        |                                            | <b>65</b>                   | <b>0</b>                    | <b>65</b>                 |
| <b>PUBLIC WORKS ADMINISTRATION</b>       |                                            |                             |                             |                           |
|                                          | ADMINISTRATIVE SERVICES                    |                             |                             |                           |
|                                          | COORDINATOR/SUPPORT SUPERVISOR             | 0                           | 3                           | 3                         |
|                                          | ADMINISTRATIVE SERVICES TECHNICIAN, SENIOR | 0                           | 2.5                         | 2.5                       |
|                                          | DEPARTMENT DIRECTOR III                    | 0                           | 1                           | 1                         |
|                                          | ACCOUNT CLERK II                           | 2.5                         | -2.5                        | 0                         |
|                                          | ADMINISTRATIVE LEGAL ASSISTANT (C)         | 1                           | -1                          | 0                         |
|                                          | ADMINISTRATIVE TECHNICIAN                  | 2                           | -2                          | 0                         |
|                                          | PUBLIC WORKS DIRECTOR                      | 1                           | -1                          | 0                         |
| <b>PUBLIC WORKS ADMINISTRATION TOTAL</b> |                                            | <b>6.5</b>                  | <b>0</b>                    | <b>6.5</b>                |

| <u>Department</u>                                   | <u>Title</u>                            | <b>FY 22/23<br/>Adopted</b> | <b>Proposed<br/>Changes</b> | <b>New<br/>Allocation</b> |
|-----------------------------------------------------|-----------------------------------------|-----------------------------|-----------------------------|---------------------------|
| <b>SPECIAL DISTRICTS</b>                            |                                         |                             |                             |                           |
|                                                     | ADMINISTRATIVE SERVICES                 |                             |                             |                           |
|                                                     | COORDINATOR/SUPPORT SUPERVISOR          | 0                           | 1                           | 1                         |
|                                                     | MAINTENANCE TECHNCIAN                   | 0                           | 1                           | 1                         |
|                                                     | CODE COMPLIANCE INSPECTOR               | 0                           | 3                           | 3                         |
|                                                     | ADMINISTRATIVE TECHNICIAN               | 1                           | -1                          | 0                         |
|                                                     | GROUNDWORKER II                         | 1                           | -1                          | 0                         |
|                                                     | LANDSCAPE INSPECTOR II                  | 3                           | -3                          | 0                         |
| <b>SPECIAL DISTRICTS TOTAL</b>                      |                                         | 5                           | 0                           | 5                         |
| <b>ENGINEERING &amp; MAINTENANCE SERVICES</b>       |                                         |                             |                             |                           |
|                                                     | ADMINISTRATIVE SERVICES                 |                             |                             |                           |
|                                                     | COORDINATOR/SUPPORT SUPERVISOR          | 0                           | 2                           | 2                         |
|                                                     | ADMINISTRATIVE SERVICES TECHNICIAN      | 0                           | 1                           | 1                         |
|                                                     | ASSISTANT ENGINEER                      | 0                           | 2                           | 2                         |
|                                                     | ASSOCIATE ENGINEER                      | 0                           | 2                           | 2                         |
|                                                     | BUILDING/CONSTRUCTION INSPECTOR         | 0                           | 4                           | 4                         |
|                                                     | BUILDING/CONSTRUCTION INSPECTOR, SENIOR | 0                           | 1                           | 1                         |
|                                                     | ENGINEERING TECHNICIAN                  | 0                           | 4                           | 4                         |
|                                                     | ENGINEERING TECHNICIAN SUPERVISOR       | 0                           | 1                           | 1                         |
|                                                     | SENIOR ENGINEER                         | 0                           | 3                           | 3                         |
|                                                     | ADMINISTRATIVE TECHNICIAN               | 2                           | -2                          | 0                         |
|                                                     | ASSISTANT CIVIL ENGINEER                | 2                           | -2                          | 0                         |
|                                                     | CONSTRUCTION INSPECTOR I                | 1                           | -1                          | 0                         |
|                                                     | CONSTRUCTION INSPECTOR II               | 3                           | -3                          | 0                         |
|                                                     | CONSTRUCTION PROJECT COORDINATOR        | 3                           | -3                          | 0                         |
|                                                     | ENGINEERING TECHNICIAN II               | 1                           | -1                          | 0                         |
|                                                     | JUNIOR CIVIL ENGINEER                   | 2                           | -2                          | 0                         |
|                                                     | OFFICE ASSISTANT II                     | 1                           | -1                          | 0                         |
|                                                     | SR. CIVIL ENGINEER                      | 3                           | -3                          | 0                         |
|                                                     | SR. CONSTRUCTION INSPECTOR              | 1                           | -1                          | 0                         |
|                                                     | SR. ENGR TECH/SURVEY CHIEF              | 1                           | -1                          | 0                         |
| <b>ENGINEERING &amp; MAINTENANCE SERVICES TOTAL</b> |                                         | 20                          | 0                           | 20                        |
| <b>TRAFFIC ENGINEERING</b>                          |                                         |                             |                             |                           |
|                                                     | ASSOCIATE ENGINEER                      | 0                           | 3                           | 3                         |
|                                                     | ENGINEERING TECHNICIAN                  | 0                           | 1                           | 1                         |
|                                                     | MAINTENANCE SPECIALIST                  | 0                           | 2                           | 2                         |
|                                                     | MAINTENANCE SPECIALIST, SENIOR          | 0                           | 1                           | 1                         |
|                                                     | ASSISTANT TRAFFIC ENGINEER              | 2                           | -2                          | 0                         |
|                                                     | ASSOCIATE TRAFFIC ENGINEER              | 1                           | -1                          | 0                         |
|                                                     | ENGINEERING TECH II                     | 1                           | -1                          | 0                         |

| <u>Department</u>                | <u>Title</u>                                       | <b>FY 22/23<br/>Adopted</b> | <b>Proposed<br/>Changes</b> | <b>New<br/>Allocation</b> |
|----------------------------------|----------------------------------------------------|-----------------------------|-----------------------------|---------------------------|
|                                  | TRAFFIC SIGNAL REPAIRER I                          | 1                           | -1                          | 0                         |
|                                  | TRAFFIC SIGNAL REPAIRER II                         | 1                           | -1                          | 0                         |
|                                  | TRAFFIC SIGNAL TECHNICIAN                          | 1                           | -1                          | 0                         |
| <b>TRAFFIC ENGINEERING TOTAL</b> |                                                    | 7                           | 0                           | 7                         |
| <b>WATER OPERATION</b>           |                                                    |                             |                             |                           |
|                                  | ADMINISTRATIVE SERVICES                            |                             |                             |                           |
|                                  | COORDINATOR/SUPPORT SUPERVISOR                     | 0                           | 2                           | 2                         |
|                                  | ADMINISTRATIVE SERVICES SPECIALIST                 | 0                           | 1                           | 1                         |
|                                  | MAINTENANCE TECHNICIAN                             | 0                           | 1                           | 1                         |
|                                  | PLANT MAINTENANCE SPECIALIST                       | 0                           | 1                           | 1                         |
|                                  | PLANT MAINTENANCE SPECIALIST, SENIOR               | 0                           | 1                           | 1                         |
|                                  | PLANT OPERATIONS SHIFT COORDINATOR                 | 0                           | 3                           | 3                         |
|                                  | PLANT OPERATOR, PRINCIPAL                          | 0                           | 3                           | 3                         |
|                                  | PLANT OPERATOR, SENIOR                             | 0                           | 2                           | 2                         |
|                                  | PLANT OPERATOR TRAINEE                             | 0                           | 1                           | 1                         |
|                                  | UTILITIES FIELD SPECIALIST                         | 0                           | 1                           | 1                         |
|                                  | UTILITIES FIELD SUPERVISOR                         | 0                           | 4                           | 4                         |
|                                  | UTILITIES FIELD TECHNICIAN                         | 0                           | 6                           | 6                         |
|                                  | UTILITIES FIELD TECHNICIAN, SENIOR                 | 0                           | 21                          | 21                        |
|                                  | UTILITIES TECHNICAL SERVICES COORDINATOR           | 0                           | 1                           | 1                         |
|                                  | UTILITIES TECHNICAL SERVICES SPECIALIST,<br>SENIOR | 0                           | 3                           | 3                         |
|                                  | ADMINISTRATIVE ASSISTANT                           | 1                           | -1                          | 0                         |
|                                  | ADMINISTRATIVE SECRETARY III                       | 1                           | -1                          | 0                         |
|                                  | ELECTRICIAN/INSTRUMENTATION TECH                   | 1                           | -1                          | 0                         |
|                                  | MAINTENANCE WORKER TRAINEE                         | 1                           | -1                          | 0                         |
|                                  | METER READER                                       | 6                           | -6                          | 0                         |
|                                  | METER REPAIR WORKER                                | 3                           | -3                          | 0                         |
|                                  | SR. BACKFLOW SPECIALIST                            | 1                           | -1                          | 0                         |
|                                  | SR. METER READER                                   | 1                           | -1                          | 0                         |
|                                  | SR. METER REPAIRER WORKER                          | 1                           | -1                          | 0                         |
|                                  | SR. WATER DISTRIBUTION OPERATOR                    | 4                           | -4                          | 0                         |
|                                  | SR. WATER MECHANIC                                 | 1                           | -1                          | 0                         |
|                                  | SR. WATER TREATMENT OPERATOR                       | 3                           | -3                          | 0                         |
|                                  | WATER CONSERV/OUTREACH TECH                        | 1                           | -1                          | 0                         |
|                                  | WATER DISTRIBUTION OPERATOR I                      | 11                          | -11                         | 0                         |
|                                  | WATER DISTRIBUTION OPERATOR II                     | 6                           | -6                          | 0                         |
|                                  | WATER OPERATOR IN TRAINING                         | 1                           | -1                          | 0                         |
|                                  | WATER REGULATORY COMPL COORD                       | 1                           | -1                          | 0                         |
|                                  | WATER REGULATORY COMPL TECH II                     | 2                           | -2                          | 0                         |
|                                  | WATER TREATMENT OPERATOR II                        | 2                           | -2                          | 0                         |



| <u>Department</u>                  | <u>Title</u>                             | <b>FY 22/23<br/>Adopted</b> | <b>Proposed<br/>Changes</b> | <b>New<br/>Allocation</b> |
|------------------------------------|------------------------------------------|-----------------------------|-----------------------------|---------------------------|
|                                    | WATER TREATMENT OPERATOR III             | 3                           | -3                          | 0                         |
| <b>WATER OPERATION TOTAL</b>       |                                          | 51                          | 0                           | 51                        |
| <b>RECYCLE WATER</b>               |                                          |                             |                             |                           |
|                                    | ADMINISTRATIVE SERVICES SPECIALIST       | 0                           | 1                           | 1                         |
|                                    | ELECTRICIAN                              | 0                           | 1                           | 1                         |
|                                    | PLANT MAINTENANCE SPECIALIST, SENIOR     | 0                           | 1                           | 1                         |
|                                    | PLANT OPERATIONS SHIFT COORDINATOR       | 0                           | 1                           | 1                         |
|                                    | PLANT OPERATOR, PRINCIPAL                | 0                           | 4                           | 4                         |
|                                    | ADMINISTRATIVE SECRETARY III             | 1                           | -1                          | 0                         |
|                                    | ADVANCED WATER TREATMENT OP III          | 4                           | -4                          | 0                         |
|                                    | SR. ADVANCED WATER TREATMENT OPERATOR    | 1                           | -1                          | 0                         |
|                                    | SR. ADVANCED WATER TREATMENT MECHANIC    | 1                           | -1                          | 0                         |
|                                    | TREATMENT PLANT ELECTRICIAN              | 1                           | -1                          | 0                         |
| <b>RECYCLE WATER TOTAL</b>         |                                          | 8                           | 0                           | 8                         |
| <b>STORM WATER</b>                 |                                          |                             |                             |                           |
|                                    | UTILITIES TECHNICAL SERVICES COORDINATOR | 0                           | 1                           | 1                         |
|                                    | UTILITIES FIELD TECHNICIAN, SENIOR       | 0                           | 1                           | 1                         |
|                                    | WASTEWATER COLLECT OPERATOR II           | 1                           | -1                          | 0                         |
|                                    | WASTEWATER ENVIRONMENTAL SPEC            | 1                           | -1                          | 0                         |
| <b>STORM WATER TOTAL</b>           |                                          | 2                           | 0                           | 2                         |
| <b>WASTEWATER COLLECTION</b>       |                                          |                             |                             |                           |
|                                    | UTILITIES FIELD SUPERVISOR               | 0                           | 2                           | 2                         |
|                                    | UTILITIES FIELD TECHNICIAN, SENIOR       | 0                           | 7                           | 7                         |
|                                    | UTILITIES TECHNICAL SERVICES COORDINATOR | 0                           | 7                           | 7                         |
|                                    | SR. WASTEWATER COLLECTION OPERATOR       | 2                           | -2                          | 0                         |
|                                    | WASTEWATER COLLECT OPERATOR II           | 7                           | -7                          | 0                         |
|                                    | WASTEWATER ENVIRONMENTAL SPEC            | 7                           | -7                          | 0                         |
| <b>WASTEWATER COLLECTION TOTAL</b> |                                          | 16                          | 0                           | 16                        |
| <b>WASTEWATER TREATMENT</b>        |                                          |                             |                             |                           |
|                                    | ADMINISTRATIVE SERVICES SPECIALIST       | 0                           | 2                           | 2                         |
|                                    | ASSOCIATE ENGINEER                       | 0                           | 1                           | 1                         |
|                                    | ELECTRICIAN                              | 0                           | 2                           | 2                         |
|                                    | LABORATORY SPECIALIST                    | 0                           | 4                           | 4                         |
|                                    | MAINTENANCE TECHNICIAN                   | 0                           | 2                           | 2                         |
|                                    | PLANT MAINTENANCE SPECIALIST             | 0                           | 13                          | 13                        |
|                                    | PLANT MAINTENANCE SPECIALIST, SENIOR     | 0                           | 3                           | 3                         |
|                                    | PLANT OPERATIONS SHIFT COORDINATOR       | 0                           | 4                           | 4                         |
|                                    | PLANT OPERATOR, PRINCIPAL                | 0                           | 6                           | 6                         |

| <u>Department</u>                    | <u>Title</u>                     | <b>FY 22/23<br/>Adopted</b> | <b>Proposed<br/>Changes</b> | <b>New<br/>Allocation</b> |
|--------------------------------------|----------------------------------|-----------------------------|-----------------------------|---------------------------|
|                                      | PLANT OPERATOR, SENIOR           | 0                           | 12                          | 12                        |
|                                      | ADMINISTRATIVE SECRETARY II      | 1                           | -1                          | 0                         |
|                                      | ADMINISTRATIVE SECRETARY III     | 1                           | -1                          | 0                         |
|                                      | ASSISTANT CIVIL ENGINEER         | 1                           | -1                          | 0                         |
|                                      | ELECTRICIAN/INSTRUMENTATION TECH | 2                           | -2                          | 0                         |
|                                      | LABORATORY ASSISTANT             | 1                           | -1                          | 0                         |
|                                      | LABORATORY TECHNICIAN            | 3                           | -3                          | 0                         |
|                                      | MAINTENANCE WORKER TRAINEE       | 2                           | -2                          | 0                         |
|                                      | POWER PROD. OPERATOR II          | 2                           | -2                          | 0                         |
|                                      | SR. WASTEWATER ELECTRICIAN       | 1                           | -1                          | 0                         |
|                                      | SR. WASTEWATER MECHANIC          | 2                           | -2                          | 0                         |
|                                      | SR. WASTEWATER OPERATOR          | 4                           | -4                          | 0                         |
|                                      | TREATMENT PLANT ELECTRICIAN      | 2                           | -2                          | 0                         |
|                                      | WASTEWATER MECHANIC II           | 9                           | -9                          | 0                         |
|                                      | WASTEWATER OPERATOR II           | 12                          | -12                         | 0                         |
|                                      | WASTEWATER OPERATOR III          | 6                           | -6                          | 0                         |
| <b>WASTEWATER TREATMENT TOTAL</b>    |                                  | 49                          | 0                           | 49                        |
| <b>PUBLIC WORKS DEPARTMENT TOTAL</b> |                                  | 439.5                       | 0                           | 439.5                     |
| <b>GRAND TOTAL</b>                   |                                  | 753.25                      | 0                           | 753.25                    |

# MEMORANDA OF UNDERSTANDING - EMPLOYEE BARGAINING UNITS

Presented to: City Council

Steve Naveau, Human Resources Director  
Mike More, Human Resources Manager

July 28, 2022

- Purpose
  - To adopt successor Memoranda of Understanding (MOUs) with the following bargaining units:
    - International Union of Operating Engineers (IUOE)
    - Service Employees International Union (SEIU)
    - Oxnard Peace Officers Association (OPOA)
    - Executive and Unrepresented (via resolution)
  - To adopt resolutions approving the new classification & compensation structure and to modify the position control schedule accordingly

- Class and Compensation Study
- Cost of Living Adjustments (COLAs)
- Medical Plan Contributions
- Bargaining-unit specific issues

- Class and Comp Study (IUOE/SEIU/Executive & Unrepresented)
  - Purpose of the study is to create a broad class system with compensation set using both the external market and internal equity for like type work.
  - The last time such a study was conducted was over 25 years ago
  - Provides the City with ability to ensure that employees are paid based on both internal equity and external market forces in the labor market
- Cost of Living Adjustments (COLAs)
  - It has been over seven years since employees' salary ranges have received COLA adjustments.
  - This has hindered the ability to recruit new talent to the organization, as a COLA is a standard component of public sector employee contracts.



- Medical Plan (IUOE/OPOA/SEIU/Executive & Unrepresented)
  - Philosophy – The City should contribute money to a medical insurance plan so that coverage is affordable & treat all bargaining groups the same
  - Intent is to provide sufficient dollar to allow employees to cover a family in at least one medical plan option
  - City contribution should keep pace with annual increases to maintain affordability
  - The medical plan should not be used to put cash directly into employee pockets
    - Cash back when electing medical coverage
    - Cash for waiving coverage

## Medical Plan

- The City will establish a two level medical plan whereby Level One may only consist of employees who were employed with the City prior to January 1, 2023.
- All employees hired on or after January 1, 2023 shall only be eligible for the medical benefits described under Level Two.
- **Level One** – The City’s contribution is frozen at this level as well as the “waive” which is what the employee receives for not taking coverage.
- **Level Two** - Employees who begin their employment with the City after January 1, 2023, or current employees who make any changes to their health care plan be placed into the Level Two medical plan.
  - Single, Single plus One, and Family Plan – City contribution change is effective the first full pay period in January of the year specified
  - 2023 – City contribution will increase by \$231 per month to \$1,774
  - 2024 – City contribution will increase by 5% to \$1,863 per month
  - 2025 – City contribution will increase by 5% to \$1,956 per month
  - Employees who waive coverage will receive \$500 cash back
  - Employees who opt for medical coverage receive no cash back

## COLAs

- IUOE, SEIU, Executive & Unrepresented
  - 3% FY 22-23
  - 3% FY 23-24
  - 3% FY 24-25
- OPOA
  - 0% FY 21-22
  - 5% FY 22-23
  - 5% FY 23-24

## Class & Compensation (except OPOA)

- No instant increase
- Employees moved into range and advance through COLAs and annual wage adjustments
- For employees still projected to be below range by then end of the contract term, they will be provided an increase to get to the minimum of the proposed ranges
  - IUOE: June 2025
  - SEIU: January 2024

### IUOE

- Standby Pay - Increases the standby rate from \$2 to \$3 per hour.
- Tool Allowance - increases the tool allowance for equipment mechanics by \$75 each year up to a total of \$1,025 per year.
- Vacation Accrual - Increase of 8 hours annually per employee with a direct offset of the elimination of a floating holiday.

## **Executive & Unrepresented**

- Severance Pay - up to \$75,000 authorized by the City Manager & City Attorney as warranted (unless breaking law or policy)
- Moving Expense Reimbursement - up to a maximum of \$10,000 to assist with recruitment of potential candidates covered under the resolution.
- Establishment of a Retiree Health Savings Plan (RHS) – The executive and unrepresented staff will eliminate the \$500 per year wellness benefit in exchange for the City making a 1% contribution towards an RHS plan. The RHS plan will provide funds to employees to use in retirement for health-related costs.

### OPOA

- Roll-up of percentage-based add-pays: the City and OPOA agreed to eliminate the following percentage-based add-pays (max 22%) and instead “roll up” these add-pays into the salary ranges.
- One-Time Cash Payments: In order to settle existing and potential litigation, the City has agreed to pay all members of OPOA a one-time cash payment of \$4,000 each.
- Adjustment to Public Safety Dispatcher Ranges
- Tuition Reimbursement

- The total estimated cost of this package for IUOE, OPOA, SEIU, and Executives for the upcoming 3-year period is \$12,738,520
  - 9.26% of total compensation / 3.09% per year
  - General Fund impact totals \$8,087,342 over the 3-year term
- The first year of the OPOA agreement is FY 21-22 and there is zero cost.
- CFO estimates that for each fund and department impacted by the contracts, the City's FY 2022-23 adopted budget has sufficient appropriations.
- Bargaining units still actively negotiating may create need for additional appropriations



| Bargaining Group          | FY 22-23            | FY 23-24             | FY 24-25             | Total                |
|---------------------------|---------------------|----------------------|----------------------|----------------------|
| Executive                 | \$ 34,720           | \$ 5,323             | \$ 5,590             | \$ 45,633            |
| IUOE                      | \$ 1,952,470        | \$ 1,501,726         | \$ 1,290,916         | \$ 4,745,112         |
| OPOA                      | \$ 2,811,301        | \$ 1,819,801         |                      | \$ 4,631,101         |
| SEIU                      | \$ 1,132,996        | \$ 1,165,667         | \$ 1,018,010         | \$ 3,316,674         |
| <b>Labor Methodology</b>  | <b>\$ 5,931,487</b> | <b>\$ 4,492,517</b>  | <b>\$ 2,314,516</b>  | <b>\$ 12,738,520</b> |
| % Increase                | 4.31%               | 3.26%                | 1.68%                | 9.26%                |
| <b>Budget Methodology</b> | <b>\$ 5,931,487</b> | <b>\$ 10,424,004</b> | <b>\$ 12,738,520</b> | <b>\$ 29,094,012</b> |
| % Increase                | 4.31%               | 7.57%                | 9.26%                |                      |

- The **Labor Methodology** illustrates the cost increase in each year independently as a percentage of base compensation.
- The **Budget Methodology** compounds the increased cost over the term of the entire contract as a percentage of base compensation.



# QUESTIONS



## CITY COUNCIL AGENDA REPORT

### REPORTS AGENDA ITEM NO. M.3

**DATE:** July 28, 2022

**TO:** City Council

**FROM:** Steve Naveau, Human Resources Director, (805) 385-7947, [steve.naveau@oxnard.org](mailto:steve.naveau@oxnard.org)

**SUBJECT:** Memorandum of Understanding - Oxnard Mid-Managers Association. (0/10/5)

### RECOMMENDATION

That the City Council of the City of Oxnard adopt the following resolutions:

1. A Resolution of the City Council of the City of Oxnard approving the successor Memorandum of Understanding between the City of Oxnard and the Oxnard Mid-Managers Association and authorizing the City Manager or designee to take the necessary administrative actions to implement the agreement,
2. A Resolution of the City Council of the City of Oxnard amending Resolution number 15,594 authorizing and approving the classification and salary schedule pursuant to Chapter 4 of the City Personnel Rules and Regulations, and
3. A Resolution of the City Council of the City of Oxnard amending Resolution number 15,593 authorizing full time equivalent positions pursuant to Chapter 4 of the City Personnel Rules and Regulations.

Please click the following link to view the required Measure M pre-recorded presentation video:

[https://youtu.be/NW7\\_cfE6Uxo](https://youtu.be/NW7_cfE6Uxo)

### BACKGROUND

The attached resolutions contain the new terms and conditions of employment with the Oxnard Mid-Managers Association (OMMA), which represents approximately 140 employees (but covers approximately 200 positions) performing management and professional work.

Negotiations with OMMA took place over the last five months, the results of which included changes the City was asking to make in the health benefit, the implementation of the class and compensation study, cost of living adjustments, and the establishment of a Retiree Health Savings Plan (RHS), the details of which are discussed below.

### Health Benefit

In the most recent 2018 bargaining unit contracts, the City took the step to increase the City's contribution towards medical coverage. Prior to this change, it had been over ten years since the City had last made a change to this benefit, which left it severely lagging in the marketplace. The changes being recommended include an increase in the City's contribution of 15% in the first year and 5% for each subsequent year in each year of the contracts, with the intent of providing a sufficient increase to cover a family plan in at least one medical plan option. These increases will help maintain a competitive position in the marketplace.

Currently, employees may receive cash payments related to their medical benefits in one of two ways: waive or cash back. The “waive” occurs when employees who are enrolled in medical coverage outside of the City can, with proof of credible coverage, receive the City contribution rather than the health benefit from the City. “Cash back” occurs when an employee enrolls in a medical plan with a premium less than the City contribution and then receives the excess contribution as cash.

Although the City is proposing to make increases in the contribution, it is decreasing cash back and waive amounts. To implement these changes, the City will create a two-level system for medical contributions which is intended to slowly wean employees off of the “waive” and “cash back” payments. New employees or employees who make changes in their medical plans will immediately move to the plan level that does not have any “cash back” payments and reduces the “waive” payment from \$1,243 to \$500. By reducing the payments employees receive from the “waive” and eliminating the “cash back,” the City is able to repurpose this money back into the plan, which offsets the City increasing its contribution towards the plan premiums. Also, this more clearly aligns with the purpose of the City providing affordable health care rather than unintended supplemental cash payments to City employees.

### **Classification and Compensation Study Implementation**

Over six years ago, the City had an audit completed on the internal service departments, which led to over 100+ recommendations intended to move the internal departments to be capable of providing higher-quality services to the operating departments. One of these recommendations for the Human Resource Department was to implement a classification and compensation study.

The last time such a study was conducted was over 25 years ago. As a general rule, agencies want these studies to be done approximately every ten years. This study looked at the City’s classification structure as well as the competitiveness of its salary structure. The results of the study included a broad classification system, which is helpful for employee career development by providing a career track progression, while at the same time making it easier for management to understand and administer the classification structure. Through the study, the City is also able to ensure that employees are paid based on both internal equity, meaning the value the job holds across the organization, and external market forces in the labor market.

Rather than immediately increasing employees’ salaries to the new range, OMMA agreed to the new classification ranges applying over time. As employees receive their cost of living adjustments (described below) and five percent annual increases, their salaries will come into the new ranges. For some employees below the new range, it may take until the end of the proposed contract term to reach the new range. Under the terms of the MOU, employees in the OMMA bargaining group will all be brought into the salary range by the end of the contract in June 2025 by the amount that it takes to move the employee into his or her individual range. This approach reduced the immediate financial impact to the City and allowed for cost of living adjustments for employees.

### **Cost of Living Adjustment**

The City and OMMA have agreed to a 3% salary adjustment per year, also known as a cost of living adjustment (COLA) for all employees. It has been over seven years since employees’ salary ranges have received COLA adjustments due to the condition of the City’s finances. This has hindered the ability to recruit new talent to the organization, as a COLA is a standard component of public sector employee contracts and in a survey of the public agencies in Ventura County, including the County itself, there was a range of COLAs up to 4%. The City believes that a 3% COLA is appropriate and timely given the economic climate.

### **Retiree Health Savings Plan (RHS)**

OMMA agreed to eliminate the \$500 per year wellness benefit in exchange for the City making a 1% contribution towards an RHS plan. The RHS plan will provide funds to employees to use in retirement for health-related costs.

### **Fiscal Impact**

The total estimated cost of this package for OMMA for the upcoming 3-year period is \$2,899,064. This amounts to approximately 11.02% of total compensation, or 3.67% per year. Of this total amount, the impact on the City's General Fund totals \$1,309,405 over the 3-year term.

| <b>Description</b>      | <b>Fund</b>                  | <b>FY 2022-23</b>  | <b>Total 3-Years</b> |
|-------------------------|------------------------------|--------------------|----------------------|
| General Fund            | 101                          | \$499,538          | \$1,309,405          |
| Measure O               | 104                          | \$4,721            | \$5,902              |
| Water                   | 601                          | \$90,058           | \$234,907            |
| Wastewater              | 611,621                      | \$107,165          | \$279,530            |
| Environmental Resources | 631                          | \$107,639          | \$280,767            |
| Internal Service Funds  | 701, 702, 725, 731, 735, 741 | \$157,224          | \$410,102            |
| Other Funds             |                              | \$145,089          | \$378,451            |
| <b>Estimated Total</b>  |                              | <b>\$1,111,434</b> | <b>\$2,899,064</b>   |

### Labor Costing Methodology vs. Budget Methodology

As staff has shown in prior MOU-related agenda reports, the financial impact may be depicted in two ways. One is a year over year cost increase, which is what is used predominantly in the labor relations field. There are jurisdictions within Ventura County that depict their employee costs in this manner. This methodology shows what the increased cost is as compared with the previous year. Using this methodology, the impact in Year 1 will be \$1,111,434, the impact in Year 2 will be an additional \$869,831, and the impact in Year 3 will be a further \$917,800, for a total impact of \$2,899,064, as shown in the chart below.

The other methodology is more common for budget and finance professionals, who compare all of the financial costs of that contract to the year before the contract becomes effective (Base Year). This methodology compounds the increased costs over the term of the entire contract. In the case of the resolution presented here, this would be comparing the increase in costs in Year 1 to the budgeted cost of the group in the Base Year, the increase in costs in Year 2 to the budgeted cost of the group still in the Base Year, and the increase in costs in Year 3 to the budgeted cost of the group once again in the Base Year. Using this methodology, the budget impact in Year 1 will be \$1,111,434, the impact in Year

2 will be \$1,981,264, and the impact in Year 3 will be \$2,899,064, for a total, cumulative 3-year impact of \$5,991,762, as shown in the chart below.

| Bargaining Group          | FY 22-23            | FY 23-24            | FY 24-25            | Total               |
|---------------------------|---------------------|---------------------|---------------------|---------------------|
| OMMA                      | \$ 1,111,434        | \$ 869,831          | \$ 917,800          | \$ 2,899,064        |
| <b>Labor Methodology</b>  | <b>\$ 1,111,434</b> | <b>\$ 869,831</b>   | <b>\$ 917,800</b>   | <b>\$ 2,899,064</b> |
| % Increase                | 4.23%               | 3.31%               | 3.49%               | 11.02%              |
| <b>Budget Methodology</b> | <b>\$ 1,111,434</b> | <b>\$ 1,981,264</b> | <b>\$ 2,899,064</b> | <b>\$ 5,991,762</b> |
| % Increase                | 4.23%               | 7.53%               | 11.02%              |                     |

## 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

Staff estimates that for each fund and department impacted by the tentatively-agreed MOU, the City's FY 2022-23 adopted budget has sufficient appropriations. Once bargaining units still actively negotiating (IAFF and OPSMA) reach tentative agreements, additional appropriations may be needed.

## COMMITTEE OUTCOME

This item did not originate in Committee.

*Prepared by: Steve Naveau, Human Resources Director*

## ATTACHMENTS

1. Attachment No 1 - OMMA Resolution
2. Attachment No 2 - Salary Schedule Resolution
3. Attachment No 3 - Position Control Resolution
4. Attachment No 4 - CC Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OXNARD AND THE OXNARD MID-MANAGERS ASSOCIATION AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TAKE THE NECESSARY ADMINISTRATIVE ACTIONS NECESSARY TO IMPLEMENT THE AGREEMENT

WHEREAS, the Oxnard Mid-Managers Association is the recognized representative for the Oxnard Mid-Managers; and

WHEREAS, the City's memoranda of understanding with the Oxnard Mid-Managers Association expires June 30, 2022; and

WHEREAS, representatives of the City met and conferred in good faith with representatives of the Oxnard Mid-Managers Association concerning wages, hours, terms, and conditions of employment for employees in the bargaining unit consistent with their obligations under the Meyers-Milias-Brown Act; and

WHEREAS, the City has reached agreement with the Oxnard Mid-Managers Association attached as Attachment A of this resolution which sets forth the modified terms and conditions of employment for this bargaining unit.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES that the agreement is adopted and the City Manager and/or his designee is directed to perform all acts necessary to implement its terms, including but not limited to executing the Memorandum of Understanding on behalf of the City.

PASSED AND ADOPTED this 28<sup>th</sup> day of July 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
John C. Zaragoza, Mayor

ATTEST:

\_\_\_\_\_  
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen Fischer, City Attorney



ATTACHMENT A  
TOTAL TENTATIVE AGREEMENT

**City of Oxnard/OMMA Contract Negotiations**  
**Total Tentative Agreement**  
**July 5, 2022**

The following is a comprehensive total tentative agreement between the City of Oxnard and the Oxnard Mid-Managers Association. Unless otherwise stated, this total tentative agreement is prospective and is effective upon ratification by the bargaining unit and approval of the City Council.

This MOU shall apply to all City employees occupying or exercising duties in the City's "M" classifications, listed in Attachment "A" of the 2019-2022 MOU. Commencing with the first pay period of August 2022, the "M" classifications shall be replaced by the new classification schedule, listed in Attachment "A" hereto, with the corresponding Salary Schedule for the new classification system set forth in Attachment "B" hereto.

**Term:**

This MOU shall be effective July 1, 2022 and shall remain in full force and effect through June 30, 2025.

**Article 3 – Salaries and Compensation**

The City proposes the following changes to Article 3 "Salaries and Compensation" Sections 1 and 2 as follows:

1. **Cost of Living Adjustment**

Effective pay period 17 which begins on August 6, 2022 and has a pay date of August 26, 2022, the City shall provide a 3% increase in salary to all employees who are within their new salary ranges. Both the minimum and maximum of the new salary ranges shall be increased by 3%.

Effective the first full pay period of July 2023, the City shall provide a 3% increase in salary to all employees who are within their salary ranges. Both the minimum and maximum of the salary ranges shall be increased by 3%.

Effective the first full pay period of July 2024, the City shall provide a 3% increase in salary to all employees who are within their salary ranges. Both the minimum and maximum of the salary ranges shall be increased by 3%.

2. ~~Advancement within the Salary Range~~ **Annual Wage Increase**

Effective the first full pay period of January 2023, and the first full pay period of each January thereafter, all employees will receive a 5% annual wage increase within the established salary range for their classification.

Employees who have been employed with the City less than 12 months shall have the 5% wage increase pro-rated based on each full month of completed service at the time the wage increase goes into effect.

~~Effective beginning January 2020, employees who receive a satisfactory performance evaluation during the preceding calendar year will be eligible for a five percent (5.0%) merit increase within that employee's salary range unless the employee is less than five percent (5.0%) from the top of the range and in such a case, the increase shall be to the top of the salary range. No advancement shall be given to any member whose most recent performance evaluation rating was "unsatisfactory."~~

~~Eligible employees will receive their annual merit increase effective the first full pay period of January. Newly hired employees or employees who promote into the bargaining unit during the preceding calendar year will have their merit increase pro-rated based on their service during the calendar year (for example, an eligible employee with six months of service in the OMMA bargaining unit in calendar year 2019 will receive a 2.5% merit increase in January 2020.)~~

### **Article 3. Salaries and Compensation Section 5 Promotions**

**Modify language as follows:**

The beginning base wage for promotions shall be at least five percent (5%) greater than the member's rate of pay prior to promotion, or, shall place the member at the bottom of the range of the position into which the member is promoted if five percent (5%) does not place the member into the range of the promotional position. **City's offer for promotional increases shall not exceed 10% and will be based on the candidate's qualifications as compared to other City employees in the same classification.**

**If the department head believes it is in the best interest of the City service to offer a promotional salary greater than 10%, then the Department Head will submit a memo to Human Resources articulating the qualifications and any other pertinent facts that support such a recommendation. After a review and comparison of all current employees who occupy the same classification in the City service, Human Resources will make a recommendation to the City Manager's Office to either approve or deny such request. The decision of the City Manager's Office is final.**

### **Article 3 New Section 11 Classification and Compensation Study Implementation:**

**1. Class and Comp Study Implementation**

The City shall implement the class and comp study results effective pay period 17 which begins on August 6, 2022 and has a pay date of August 26, 2022 .

**2. Implementation of the Study**

The City shall move employees into the recommended classifications and salary ranges. Existing OMMA employees shall be placed in a pay rate in the new range that is 3% higher than their current rate of pay, to implement the COLA increase as set forth in Article 3 Section 1. Employees who transfer, promote, or are assigned to OMMA as a result of the study implementation shall be placed in a pay rate in their new range that is 3% higher than their current rate of pay, plus any add pays if applicable, the exception to this being bilingual pay as this is not considered a component of base pay.

Employees whose current salary exceeds the maximum of the new salary shall receive no adjustment and shall be Y-rated at their current rate of pay until the maximum of the new salary range exceeds their rate of pay, at which time the employee will once again be eligible for annual wage increases and COLA's provided that an annual wage increase/COLA does not move their salary above the maximum pay range for their classification.

During the term of this agreement, each year an employee is Y-rated and is not eligible for the COLA as proposed, the City shall provide up to a 3% cash payment, which is calculated from their current rate of pay, **on the same pay periods as those provided under the COLA , Article 3, Section 1.** If an employee is Y rated by less than the proposed COLA, then that cash payment will be the difference of the remaining Y-rate and 3%. EXAMPLE: if an employee is Y-rated at 4% as of January 2023, the employee would receive a one-time cash payment of 3% based on the top of the range's rate of pay for their new classification. This is as opposed to 3% of their Y-rated rate of pay. In January 2024 the employee would receive a 1% cash payment as the remaining 2% would consist of an actual salary increase within the range.

**Instant Increase:** In June 2025, employees whose salary is still below the originally proposed minimum range from the class and comp study, shall be moved into the beginning of that range

**Article 4 Reimbursements Section 2. Tuition**

**A. Amount of Reimbursement/Conditions**

Courses that qualify for reimbursement are those that directly relate to the member's duties with the City or that directly relate to and are part of a planned course of study being actively pursued for promotion within City service, that are presented by an accredited high school, college, university

or other accredited institution, and that are satisfactorily completed with a grade of "C" or higher or pass if the class is a pass/fail grading system. The accrediting body must be on the list of approved accrediting bodies provided by the Federal Department of Education.

Courses that do not qualify for reimbursement are those taken to bring unsatisfactory job performance up to an acceptable level, those duplicating in-service training or other training the member has already received, and those for which the member received reimbursement from any other source.

To receive reimbursement, the member must submit acknowledgement of a "C" or better to the Human Resources Department within ~~thirty (30)~~ sixty (60) days of completion of the course of study.

**Article 4. Add Section 3, License/Certification Fee Reimbursement**

When an employee is required to maintain a license or certification as a minimum qualification for their position, the City shall reimburse the employee the renewal fees required to maintain the license or certification. Such license or certification must be listed as a requirement for the employee to perform their work. No license or fees that are intended for professional development or to prepare an employee for promotion will be allowed under this section.

**Article 5 – Insurance, Health & Wellness**

**Medical: - Strike all language under Article 5 Section 1. Health Insurance and replace as follows:**

The City will provide current active employees with a cafeteria payment as provided below:

The City offers affordable health coverage that meets minimum value standards under the Patient Protection and Affordable Care Act (PPACA) to all eligible members. An eligible member is one who qualifies under the Look Back Measurement Safe Harbor (average of 30 hours per week), as adopted by Resolution and implemented under the City's implementation plan.

Medical - The City will establish a two level medical plan whereby the first level may only consist of employees who were employed with the City prior to January 1, 2023. All employees hired on or after January 1, 2023 shall only be eligible for the medical benefits described under level two. Employees will be able to make a change during the open enrollment period which commences in the fall of 2022. At that time, employees will be able to elect a change into one of the two levels.

**Level One**

The tier one plan shall have the City contribution froze at \$1,543 per month for those employees who elect a medical plan. \$1,243 shall be provided to those employees who “waive” health insurance and provide proof of other coverage with a medical plan which does not consist of any plan on the “Covered California” Exchange.

Employees who receive cash back will continue to receive this benefit. Cash back is defined as the difference between the premium for the plan the employee has chosen and the \$1,543 contribution the City makes. It is understood that by remaining in the tier one program that this cash back will diminish as medical insurance premiums increase each year.

Provided that the employee has no changes in plan selection or level of plan, i.e. employee, employee plus one, or family, the employee may remain in the tier one plan. The following changes would prompt removal from tier one and placement into tier two:

1. An employee who experiences a change of family circumstances such as a marriage, divorce, birth, child aging out etc., which would change their level of coverage
2. An employee who elects to change their insurance carrier, i.e. changing from Kaiser to Blue Shield
3. The employee opts to waive coverage or drops coverage due to securing coverage elsewhere.

An employee will not be changed from tier one to two tier if the change of insurance carrier is due to no fault of their own, i.e. PERS discontinues your insurance carrier, or there is a death in the family.

## **Level Two**

Employees who begin their employment with the City after January 1, 2023, or current employees who make any changes to their health care plan including a change in coverage level i.e., employee, employee plus one, family and/or a change in carrier will be placed into the second tier medical plan. The specifics of this plan are as follows:

### ***Single, Single plus one, and Family Plan – City contribution change is effective the first full pay period in January of the year specified***

2023 – City contribution will increase by \$231 per month to \$1,774

2024 – City contribution will increase by 5% to \$1,863 per month

2025 – City contribution will increase by 5% to \$1,956 per month

Effective the 2023 benefit plan year, employees who elect medical will not receive any cash back from the City’s contribution if such contribution is in excess of the plan premium.

Employees who show proof of other qualifying coverage, which does not include any plans contained in "Covered California", are eligible to receive \$500/month for waiving coverage.

**Article 5 Insurance, Health & Wellness New Section 2. Vision Insurance**

The City will provide a vision plan which employees may elect to enroll. The premium is 100% paid for by employees.

**Article 5 Insurance, Health & Wellness**

Delete Paragraph 6. Wellness

**Article 6 – Retirement Section 3. Deferred Compensation add new paragraph**

Retirement Health Savings Plan – The City shall establish a retirement health saving plan which will allow employees to save money in a defined contribution plan which is intended to assist employees in paying for medical expenses. The City contribution to this plan shall be 1% of employee salary. This plan and contribution shall commence by the end of August 2022.

**Article 7 Leaves New Section 13 – Sick Leave Carryover**

Employees who have been promoted or reclassified into this bargaining unit prior to July 1, 2022, and employees who are moved into this bargaining unit as a result of the classification study implementation shall be eligible to cash out any sick leave upon separation from service in accordance with the current MOU language from the bargaining unit where they had last earned the sick leave.

Employees who promote or are reclassified into this bargaining unit after July 1, 2022 shall not be eligible to cash out any sick leave during their employment nor shall they be eligible to cash out the sick leave upon separation. Employees in this category may only use sick leave for instances where they are sick. Upon separation the sick leave is surrendered and has no cash value.

**Article 7 Leaves Section 7 Administrative Leave**

Add the following paragraph:

The City and Association shall establish a labor management committee for the purpose of evaluating and if possible, resolving issues regarding employees being required to work an excessive amount of time. The committee will maintain records on the issue as they are brought forward and what, if any, resolutions are made. This data will then be evaluated in 2024 prior to the start of the next round of negotiations.

**Article 7 Leaves Section 8 Bereavement Leave**



**Update as follows**

The Department Director/ Division Supervising Manager may grant up to three (3) days leave of absence with pay to any eligible employee on the death of any member of the member's immediate family.

Immediate family shall include the following individuals related to the member or the member's spouse by reason of blood line, marriage, adoption or foster care: parents, grandparents, uncle, aunt, spouse, spouse's parents, brother(s), sister(s), child(ren), son(s)-in-law, daughter(s)-in-law, grandchild(ren), great grandchild(ren), registered domestic partner, and any blood relative(s) living in the immediate household.

Immediately upon return from bereavement leave, the department head may require the member to provide ~~shall furnish to the Department Director/ Division Supervising Manager~~ some evidence of the death, e.g., a newspaper clipping, obituary notice, funeral card, or other record of death. If such evidence is not provided, the bereavement leave shall be converted to leave without pay.

**Article 19 Miscellaneous Terms – Add New Section Transfers**

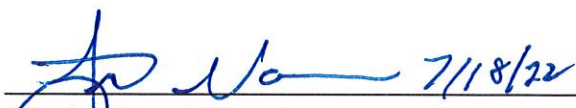
1. Conditions

For purposes of this Article, "transfer" means a change from one position to another position having substantially the same salary range. Transfer shall not be used to effectuate a promotion, demotion, or to impose disciplinary action. However, an employee may be transferred for the purpose of facilitating a more satisfactory level of performance by the employee. Upon approval of the City Manager, and after notice to the affected employee, an employee may be transferred at any time.

2. Probationary Period After Transfer

If a transfer is effected at the request of an employee, the City Manager may, as a condition of approving the transfer, require that the employee serve a probationary period in the new position, unless the employee previously held permanent status in the new position. Where positions have the same duties, pay rate and/or position title, the probationary period shall be no more than six months.

**Side letters** – Incorporate previously agreed to side letters into the contract.

  
For the City of Oxnard

 07/18/2022  
For the Oxnard Mid- Managers Association

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING  
RESOLUTION NO. 15,594 AUTHORIZING AND APPROVING CLASSIFICATION AND SALARY  
SCHEDULES PURSUANT TO CHAPTER 4 OF THE CITY PERSONNEL RULES AND  
REGULATIONS

WHEREAS, Chapter 4, Article 4.5 of the City of Oxnard Personnel Rules and Regulations requires that the City of Oxnard classification listing all classes of positions in the general city service be established by resolution of the City Council; and,

WHEREAS, Chapter 4, Article 4.7 of the City of Oxnard Personnel Rules and Regulations provides that the City Manager from time to time may revise the number of positions in each classification as necessary to perform the work of the classification, provided that the total expense to be incurred for such work shall be limited to the amount appropriated by the City Council for the classification; and,

WHEREAS, Chapter 4, Article 4.8 of the City of Oxnard Personnel Rules and Regulations provides that the City Manager shall recommend to the City Council the creation of a new or additional position allocated to an existing class whenever possible; otherwise, the City Manager shall recommend to the City Council the creation of a new classification; and,

WHEREAS, Chapter 4, Article 4.9 of the City of Oxnard Personnel Rules and Regulations requires City Council approval to establish a new classification title and salary range attached as Attachment A of this resolution.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to amend Exhibit "A" of Resolution No. 15,594 in accordance with Chapter 4, Articles 4.5, 4.7, 4.8 and 4.9 of the City of Oxnard Personnel Rules and Regulations, by adding the following classifications and establishing salary ranges for those classifications effective August 6, 2022.

PASSED AND ADOPTED this 28th day of July 2022, by the following vote:

YES:

NOES:

ABSENT:

ABSTAIN

\_\_\_\_\_  
John C. Zaragoza, Mayor

ATTEST:

\_\_\_\_\_  
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Fischer, City Attorney

ATTACHMENT A  
CLASSIFICATION AND SALARY LISTING

CITY OF OXNARD  
CLASSIFICATION AND SALARY LISTING  
EFFECTIVE AUGUST 06, 2022

|                                                          |          |           |           |
|----------------------------------------------------------|----------|-----------|-----------|
| Administrative Legal Secretary                           | S15      | Lower     | Upper     |
|                                                          | Hourly   | 16.4652   | 32.5182   |
|                                                          | BIWEEKLY | 1317.22   | 2601.46   |
|                                                          | ANNUAL   | 34247.62  | 67637.86  |
| Administrative Services Administrator / Supervisor       | O25      | Lower     | Upper     |
|                                                          | Hourly   | 29.5166   | 61.4702   |
|                                                          | BIWEEKLY | 2361.33   | 4917.62   |
|                                                          | ANNUAL   | 61394.53  | 127858.02 |
| Administrative Services Analyst                          | O15      | Lower     | Upper     |
|                                                          | Hourly   | 26.1364   | 53.1546   |
|                                                          | BIWEEKLY | 2090.91   | 4252.37   |
|                                                          | ANNUAL   | 54363.71  | 110561.57 |
| Administrative Services Analyst, Senior                  | O20      | Lower     | Upper     |
|                                                          | Hourly   | 30.4269   | 56.6865   |
|                                                          | BIWEEKLY | 2434.15   | 4534.92   |
|                                                          | ANNUAL   | 63287.95  | 117907.92 |
| Administrative Services Coordinator / Support Supervisor | S30      | Lower     | Upper     |
|                                                          | Hourly   | 21.1618   | 41.3294   |
|                                                          | BIWEEKLY | 1692.94   | 3306.35   |
|                                                          | ANNUAL   | 44016.54  | 85965.15  |
| Administrative Services Manager                          | O40      | Lower     | Upper     |
|                                                          | Hourly   | 48.8838   | 78.2141   |
|                                                          | BIWEEKLY | 3910.70   | 6257.13   |
|                                                          | ANNUAL   | 101678.30 | 162685.33 |
| Administrative Services Specialist                       | S15      | Lower     | Upper     |
|                                                          | Hourly   | 16.4652   | 32.5182   |
|                                                          | BIWEEKLY | 1317.22   | 2601.46   |
|                                                          | ANNUAL   | 34247.62  | 67637.86  |
| Administrative Services Specialist, Senior               | S25      | Lower     | Upper     |
|                                                          | Hourly   | 22.4467   | 37.3722   |
|                                                          | BIWEEKLY | 1795.74   | 2989.78   |
|                                                          | ANNUAL   | 46689.14  | 77734.18  |

CITY OF OXNARD  
CLASSIFICATION AND SALARY LISTING  
EFFECTIVE AUGUST 06, 2022

|                                                  |          |           |           |
|--------------------------------------------------|----------|-----------|-----------|
| Administrative Services Technician               | S10      | Lower     | Upper     |
|                                                  | Hourly   | 15.2291   | 29.2919   |
|                                                  | BIWEEKLY | 1218.33   | 2343.35   |
|                                                  | ANNUAL   | 31676.53  | 60927.15  |
| Administrative Services Technician, Senior       | S05      | Lower     | Upper     |
|                                                  | Hourly   | 16.0730   | 30.7791   |
|                                                  | BIWEEKLY | 1285.84   | 2462.33   |
|                                                  | ANNUAL   | 33431.84  | 64020.53  |
| Animal Safety Officer                            | I05      | Lower     | Upper     |
|                                                  | Hourly   | 18.0625   | 30.7791   |
|                                                  | BIWEEKLY | 1445.00   | 2462.33   |
|                                                  | ANNUAL   | 37570.00  | 64020.53  |
| Animal Safety Officer, Senior                    | I25      | Lower     | Upper     |
|                                                  | Hourly   | 21.9311   | 37.3722   |
|                                                  | BIWEEKLY | 1754.49   | 2989.78   |
|                                                  | ANNUAL   | 45616.69  | 77734.18  |
| Assistant City Clerk                             | O03      | Lower     | Upper     |
|                                                  | Hourly   | 28.0651   | 46.1371   |
|                                                  | BIWEEKLY | 2245.21   | 3690.97   |
|                                                  | ANNUAL   | 58375.41  | 95965.17  |
| Assistant City Manager                           | E19      | Lower     | Upper     |
|                                                  | Hourly   | 78.7151   | 133.8157  |
|                                                  | BIWEEKLY | 6297.21   | 10705.26  |
|                                                  | ANNUAL   | 163727.41 | 278336.66 |
| Assistant City Treasurer / Department Director 1 | E04      | Lower     | Upper     |
|                                                  | Hourly   | 62.1611   | 105.6738  |
|                                                  | BIWEEKLY | 4972.89   | 8453.90   |
|                                                  | ANNUAL   | 129295.09 | 219801.50 |
| Assistant Department Director I                  | O55      | Lower     | Upper     |
|                                                  | Hourly   | 56.2445   | 89.9913   |
|                                                  | BIWEEKLY | 4499.56   | 7199.30   |
|                                                  | ANNUAL   | 116988.56 | 187181.90 |
| Assistant Department Director II                 | O60      | Lower     | Upper     |
|                                                  | Hourly   | 58.5976   | 93.7561   |
|                                                  | BIWEEKLY | 4687.81   | 7500.49   |
|                                                  | ANNUAL   | 121883.01 | 195012.69 |



CITY OF OXNARD  
CLASSIFICATION AND SALARY LISTING  
EFFECTIVE AUGUST 06, 2022

|                                           |          |           |           |
|-------------------------------------------|----------|-----------|-----------|
| Assistant Director of Utilities           | O65      | Lower     | Upper     |
|                                           | Hourly   | 61.0491   | 97.678    |
|                                           | BIWEEKLY | 4883.93   | 7814.24   |
|                                           | ANNUAL   | 126982.13 | 203170.24 |
| Assistant Engineer                        | S45      | Lower     | Upper     |
|                                           | Hourly   | 34.5859   | 51.8788   |
|                                           | BIWEEKLY | 2766.87   | 4150.30   |
|                                           | ANNUAL   | 71938.67  | 107907.90 |
| Associate Engineer                        | S50      | Lower     | Upper     |
|                                           | Hourly   | 33.9943   | 56.6625   |
|                                           | BIWEEKLY | 2719.54   | 4533.00   |
|                                           | ANNUAL   | 70708.14  | 117858.00 |
| Building / Construction Inspector         | I30      | Lower     | Upper     |
|                                           | Hourly   | 29.2671   | 41.3294   |
|                                           | BIWEEKLY | 2341.37   | 3306.35   |
|                                           | ANNUAL   | 60875.57  | 85965.15  |
| Building / Construction Inspector, Senior | I40      | Lower     | Upper     |
|                                           | Hourly   | 30.0473   | 45.0710   |
|                                           | BIWEEKLY | 2403.78   | 3605.68   |
|                                           | ANNUAL   | 62498.38  | 93747.68  |
| Chief Plant Operator                      | O25      | Lower     | Upper     |
|                                           | Hourly   | 29.5166   | 61.4702   |
|                                           | BIWEEKLY | 2361.33   | 4917.62   |
|                                           | ANNUAL   | 61394.53  | 127858.02 |
| City Engineer                             | O55      | Lower     | Upper     |
|                                           | Hourly   | 56.2445   | 89.9913   |
|                                           | BIWEEKLY | 4499.56   | 7199.30   |
|                                           | ANNUAL   | 116988.56 | 187181.90 |
| City Manager Executive Assistant          | O25      | Lower     | Upper     |
|                                           | Hourly   | 29.5166   | 61.4702   |
|                                           | BIWEEKLY | 2361.33   | 4917.62   |
|                                           | ANNUAL   | 61394.53  | 127858.02 |
| City Surveyor                             | O15      | Lower     | Upper     |
|                                           | Hourly   | 26.1364   | 53.1546   |
|                                           | BIWEEKLY | 2090.91   | 4252.37   |
|                                           | ANNUAL   | 54363.71  | 110561.57 |

CITY OF OXNARD  
CLASSIFICATION AND SALARY LISTING  
EFFECTIVE AUGUST 06, 2022

|                                           |          |          |           |
|-------------------------------------------|----------|----------|-----------|
| Civil Engineer                            | S55      | Lower    | Upper     |
|                                           | Hourly   | 41.9516  | 62.9274   |
|                                           | BIWEEKLY | 3356.13  | 5034.19   |
|                                           | ANNUAL   | 87259.33 | 130888.99 |
| Code Compliance Inspector                 | I25      | Lower    | Upper     |
|                                           | Hourly   | 21.9311  | 37.3722   |
|                                           | BIWEEKLY | 1754.49  | 2989.78   |
|                                           | ANNUAL   | 45616.69 | 77734.18  |
| Community Paramedic                       | I43      | Lower    | Upper     |
|                                           | Hourly   | 25.0829  | 45.0709   |
|                                           | BIWEEKLY | 2006.63  | 3605.67   |
|                                           | ANNUAL   | 52172.43 | 93747.47  |
| Construction Project Manager              | O25      | Lower    | Upper     |
|                                           | Hourly   | 29.5166  | 61.4702   |
|                                           | BIWEEKLY | 2361.33  | 4917.62   |
|                                           | ANNUAL   | 61394.53 | 127858.02 |
| Construction Project Manager, Senior      | O30      | Lower    | Upper     |
|                                           | Hourly   | 45.1567  | 67.7351   |
|                                           | BIWEEKLY | 3612.54  | 5418.81   |
|                                           | ANNUAL   | 93925.94 | 140889.01 |
| Cultural & Recreation Services Analyst    | O10      | Lower    | Upper     |
|                                           | Hourly   | 23.2415  | 49.8786   |
|                                           | BIWEEKLY | 1859.32  | 3990.29   |
|                                           | ANNUAL   | 48342.32 | 103747.49 |
| Cultural & Recreation Services Manager    | O35      | Lower    | Upper     |
|                                           | Hourly   | 41.9805  | 73.4012   |
|                                           | BIWEEKLY | 3358.44  | 5872.10   |
|                                           | ANNUAL   | 87319.44 | 152674.50 |
| Cultural & Recreation Services Specialist | S15      | Lower    | Upper     |
|                                           | Hourly   | 16.4652  | 32.5182   |
|                                           | BIWEEKLY | 1317.22  | 2601.46   |
|                                           | ANNUAL   | 34247.62 | 67637.86  |
| Cultural & Recreation Services Supervisor | O25      | Lower    | Upper     |
|                                           | Hourly   | 29.5166  | 61.4702   |
|                                           | BIWEEKLY | 2361.33  | 4917.62   |
|                                           | ANNUAL   | 61394.53 | 127858.02 |



CITY OF OXNARD  
CLASSIFICATION AND SALARY LISTING  
EFFECTIVE AUGUST 06, 2022

|                                                   |          |           |           |
|---------------------------------------------------|----------|-----------|-----------|
| Cultural & Recreation Services Technician         | S10      | Lower     | Upper     |
|                                                   | Hourly   | 15.2291   | 29.2919   |
|                                                   | BIWEEKLY | 1218.33   | 2343.35   |
|                                                   | ANNUAL   | 31676.53  | 60927.15  |
| Cultural & Recreation Services Technician, Senior | S05      | Lower     | Upper     |
|                                                   | Hourly   | 16.0730   | 30.7791   |
|                                                   | BIWEEKLY | 1285.84   | 2462.33   |
|                                                   | ANNUAL   | 33431.84  | 64020.53  |
| CUPA Manager                                      | O25      | Lower     | Upper     |
|                                                   | Hourly   | 29.5166   | 61.4702   |
|                                                   | BIWEEKLY | 2361.33   | 4917.62   |
|                                                   | ANNUAL   | 61394.53  | 127858.02 |
| Deputy City Manager                               | E26      | Lower     | Upper     |
|                                                   | Hourly   | 72.3149   | 122.9354  |
|                                                   | BIWEEKLY | 5785.19   | 9834.83   |
|                                                   | ANNUAL   | 150414.99 | 255705.63 |
| Electrician                                       | I20      | Lower     | Upper     |
|                                                   | Hourly   | 24.6523   | 34.5131   |
|                                                   | BIWEEKLY | 1972.18   | 2761.05   |
|                                                   | ANNUAL   | 51276.78  | 71787.25  |
| Emergency Communications Call Taker               | S10      | Lower     | Upper     |
|                                                   | Hourly   | 15.2291   | 29.2919   |
|                                                   | BIWEEKLY | 1218.33   | 2343.35   |
|                                                   | ANNUAL   | 31676.53  | 60927.15  |
| Emergency Services Manager                        | O25      | Lower     | Upper     |
|                                                   | Hourly   | 29.5166   | 61.4702   |
|                                                   | BIWEEKLY | 2361.33   | 4917.62   |
|                                                   | ANNUAL   | 61394.53  | 127858.02 |
| EMS Coordinator                                   | O25      | Lower     | Upper     |
|                                                   | Hourly   | 29.5166   | 61.4702   |
|                                                   | BIWEEKLY | 2361.33   | 4917.62   |
|                                                   | ANNUAL   | 61394.53  | 127858.02 |
| Engineer Division Manager                         | O45      | Lower     | Upper     |
|                                                   | Hourly   | 52.0518   | 83.2830   |
|                                                   | BIWEEKLY | 4164.14   | 6662.64   |
|                                                   | ANNUAL   | 108267.74 | 173228.64 |

CITY OF OXNARD  
CLASSIFICATION AND SALARY LISTING  
EFFECTIVE AUGUST 06, 2022

|                                    |          |           |           |
|------------------------------------|----------|-----------|-----------|
| Engineering Technician             | S25      | Lower     | Upper     |
|                                    | Hourly   | 22.4467   | 37.3722   |
|                                    | BIWEEKLY | 1795.74   | 2989.78   |
|                                    | ANNUAL   | 46689.14  | 77734.18  |
| Engineering Technician Supervisor  | S35      | Lower     | Upper     |
|                                    | Hourly   | 27.6286   | 45.0709   |
|                                    | BIWEEKLY | 2210.29   | 3605.67   |
|                                    | ANNUAL   | 57467.49  | 93747.47  |
| Fire Chief                         | E07      | Lower     | Upper     |
|                                    | Hourly   | 69.4952   | 117.7884  |
|                                    | BIWEEKLY | 5559.62   | 9423.07   |
|                                    | ANNUAL   | 144550.02 | 244999.87 |
| Fleet Services Mechanic            | I25      | Lower     | Upper     |
|                                    | Hourly   | 21.9311   | 37.3722   |
|                                    | BIWEEKLY | 1754.49   | 2989.78   |
|                                    | ANNUAL   | 45616.69  | 77734.18  |
| Fleet Services Mechanic, Senior    | I30      | Lower     | Upper     |
|                                    | Hourly   | 29.2671   | 41.3294   |
|                                    | BIWEEKLY | 2341.37   | 3306.35   |
|                                    | ANNUAL   | 60875.57  | 85965.15  |
| Fleet Services Mechanic Supervisor | O05      | Lower     | Upper     |
|                                    | Hourly   | 28.0651   | 46.1371   |
|                                    | BIWEEKLY | 2245.21   | 3690.97   |
|                                    | ANNUAL   | 58375.41  | 95965.17  |
| Fleet Services Superintendent      | O10      | Lower     | Upper     |
|                                    | Hourly   | 23.2415   | 49.8786   |
|                                    | BIWEEKLY | 1859.32   | 3990.29   |
|                                    | ANNUAL   | 48342.32  | 103747.49 |
| Fleet Services Technician          | I10      | Lower     | Upper     |
|                                    | Hourly   | 16.2711   | 29.2919   |
|                                    | BIWEEKLY | 1301.69   | 2343.35   |
|                                    | ANNUAL   | 33843.89  | 60927.15  |
| Fleet Services Worker              | I00      | Lower     | Upper     |
|                                    | Hourly   | 16.7642   | 28.0653   |
|                                    | BIWEEKLY | 1341.14   | 2245.22   |
|                                    | ANNUAL   | 34869.54  | 58375.82  |



CITY OF OXNARD  
CLASSIFICATION AND SALARY LISTING  
EFFECTIVE AUGUST 06, 2022

|                                             |          |           |           |
|---------------------------------------------|----------|-----------|-----------|
| HVAC Mechanic                               | I20      | Lower     | Upper     |
|                                             | Hourly   | 24.6523   | 34.5131   |
|                                             | BIWEEKLY | 1972.18   | 2761.05   |
|                                             | ANNUAL   | 51276.78  | 71787.25  |
| Information Technology Analyst              | O20      | Lower     | Upper     |
|                                             | Hourly   | 30.4269   | 56.6865   |
|                                             | BIWEEKLY | 2434.15   | 4534.92   |
|                                             | ANNUAL   | 63287.95  | 117907.92 |
| Information Technology Analyst, Senior      | O25      | Lower     | Upper     |
|                                             | Hourly   | 29.5166   | 61.4702   |
|                                             | BIWEEKLY | 2361.33   | 4917.62   |
|                                             | ANNUAL   | 61394.53  | 127858.02 |
| Information Technology Manager              | O40      | Lower     | Upper     |
|                                             | Hourly   | 48.8838   | 78.2141   |
|                                             | BIWEEKLY | 3910.70   | 6257.13   |
|                                             | ANNUAL   | 101678.30 | 162685.33 |
| Information Technology Specialist           | S20      | Lower     | Upper     |
|                                             | Hourly   | 24.6522   | 34.5131   |
|                                             | BIWEEKLY | 1972.18   | 2761.05   |
|                                             | ANNUAL   | 51276.58  | 71787.25  |
| Information Technology Supervisor           | O30      | Lower     | Upper     |
|                                             | Hourly   | 45.1567   | 67.7351   |
|                                             | BIWEEKLY | 3612.54   | 5418.81   |
|                                             | ANNUAL   | 93925.94  | 140889.01 |
| Information Technology Technician           | S10      | Lower     | Upper     |
|                                             | Hourly   | 15.2291   | 29.2919   |
|                                             | BIWEEKLY | 1218.33   | 2343.35   |
|                                             | ANNUAL   | 31676.53  | 60927.15  |
| Inspections / Code Compliance Administrator | O25      | Lower     | Upper     |
|                                             | Hourly   | 29.5166   | 61.4702   |
|                                             | BIWEEKLY | 2361.33   | 4917.62   |
|                                             | ANNUAL   | 61394.53  | 127858.02 |
| Inspections Field Supervisor                | O10      | Lower     | Upper     |
|                                             | Hourly   | 23.2415   | 49.8786   |
|                                             | BIWEEKLY | 1859.32   | 3990.29   |
|                                             | ANNUAL   | 48342.32  | 103747.49 |

CITY OF OXNARD  
CLASSIFICATION AND SALARY LISTING  
EFFECTIVE AUGUST 06, 2022

|                              |          |          |           |
|------------------------------|----------|----------|-----------|
| Laboratory Scientist         | O15      | Lower    | Upper     |
|                              | Hourly   | 26.1364  | 53.1546   |
|                              | BIWEEKLY | 2090.91  | 4252.37   |
|                              | ANNUAL   | 54363.71 | 110561.57 |
| Laboratory Scientist Manager | O25      | Lower    | Upper     |
|                              | Hourly   | 29.5166  | 61.4702   |
|                              | BIWEEKLY | 2361.33  | 4917.62   |
|                              | ANNUAL   | 61394.53 | 127858.02 |
| Laboratory Specialist        | S25      | Lower    | Upper     |
|                              | Hourly   | 22.4467  | 37.3722   |
|                              | BIWEEKLY | 1795.74  | 2989.78   |
|                              | ANNUAL   | 46689.14 | 77734.18  |
| Landscape Architect          | O20      | Lower    | Upper     |
|                              | Hourly   | 30.4269  | 56.6865   |
|                              | BIWEEKLY | 2434.15  | 4534.92   |
|                              | ANNUAL   | 63287.95 | 117907.92 |
| Law Office Manager           | O25      | Lower    | Upper     |
|                              | Hourly   | 29.5166  | 61.4702   |
|                              | BIWEEKLY | 2361.33  | 4917.62   |
|                              | ANNUAL   | 61394.53 | 127858.02 |
| Librarian                    | S25      | Lower    | Upper     |
|                              | Hourly   | 22.4467  | 37.3722   |
|                              | BIWEEKLY | 1795.74  | 2989.78   |
|                              | ANNUAL   | 46689.14 | 77734.18  |
| Librarian, Senior            | S30      | Lower    | Upper     |
|                              | Hourly   | 21.1618  | 41.3294   |
|                              | BIWEEKLY | 1692.94  | 3306.35   |
|                              | ANNUAL   | 44016.54 | 85965.15  |
| Library Manager              | O35      | Lower    | Upper     |
|                              | Hourly   | 41.9805  | 73.4012   |
|                              | BIWEEKLY | 3358.44  | 5872.10   |
|                              | ANNUAL   | 87319.44 | 152674.50 |
| Library Monitor              | S00      | Lower    | Upper     |
|                              | Hourly   | 15.2484  | 28.0653   |
|                              | BIWEEKLY | 1219.87  | 2245.22   |
|                              | ANNUAL   | 31716.67 | 58375.82  |



CITY OF OXNARD  
CLASSIFICATION AND SALARY LISTING  
EFFECTIVE AUGUST 06, 2022

|                                         |          |           |           |
|-----------------------------------------|----------|-----------|-----------|
| Library Services Supervisor             | O10      | Lower     | Upper     |
|                                         | Hourly   | 23.2415   | 49.8786   |
|                                         | BIWEEKLY | 1859.32   | 3990.29   |
|                                         | ANNUAL   | 48342.32  | 103747.49 |
| Library Technician                      | S10      | Lower     | Upper     |
|                                         | Hourly   | 15.2291   | 29.2919   |
|                                         | BIWEEKLY | 1218.33   | 2343.35   |
|                                         | ANNUAL   | 31676.53  | 60927.15  |
| Library Technician, Senior              | S05      | Lower     | Upper     |
|                                         | Hourly   | 16.0730   | 30.7791   |
|                                         | BIWEEKLY | 1285.84   | 2462.33   |
|                                         | ANNUAL   | 33431.84  | 64020.53  |
| Literacy Program Analyst                | O15      | Lower     | Upper     |
|                                         | Hourly   | 26.1364   | 53.1546   |
|                                         | BIWEEKLY | 2090.91   | 4252.37   |
|                                         | ANNUAL   | 54363.71  | 110561.57 |
| Maintenance Crew Supervisor             | O05      | Lower     | Upper     |
|                                         | Hourly   | 28.0651   | 46.1371   |
|                                         | BIWEEKLY | 2245.21   | 3690.97   |
|                                         | ANNUAL   | 58375.41  | 95965.17  |
| Maintenance & Operations Manager        | O50      | Lower     | Upper     |
|                                         | Hourly   | 52.0518   | 85.1051   |
|                                         | BIWEEKLY | 4164.14   | 6808.41   |
|                                         | ANNUAL   | 108267.74 | 177018.61 |
| Maintenance & Operations Superintendent | O25      | Lower     | Upper     |
|                                         | Hourly   | 29.5166   | 61.4702   |
|                                         | BIWEEKLY | 2361.33   | 4917.62   |
|                                         | ANNUAL   | 61394.53  | 127858.02 |
| Maintenance Specialist                  | I15      | Lower     | Upper     |
|                                         | Hourly   | 18.8905   | 32.5182   |
|                                         | BIWEEKLY | 1511.24   | 2601.46   |
|                                         | ANNUAL   | 39292.24  | 67637.86  |
| Maintenance Specialist, Senior          | I25      | Lower     | Upper     |
|                                         | Hourly   | 21.9311   | 37.3722   |
|                                         | BIWEEKLY | 1754.49   | 2989.78   |
|                                         | ANNUAL   | 45616.69  | 77734.18  |

CITY OF OXNARD  
CLASSIFICATION AND SALARY LISTING  
EFFECTIVE AUGUST 06, 2022

|                                |          |           |           |
|--------------------------------|----------|-----------|-----------|
| Maintenance Technician         | I10      | Lower     | Upper     |
|                                | Hourly   | 16.2711   | 29.2919   |
|                                | BIWEEKLY | 1301.69   | 2343.35   |
|                                | ANNUAL   | 33843.89  | 60927.15  |
| Maintenance Technician, Senior | I05      | Lower     | Upper     |
|                                | Hourly   | 18.0625   | 30.7791   |
|                                | BIWEEKLY | 1445.00   | 2462.33   |
|                                | ANNUAL   | 37570.00  | 64020.53  |
| Maintenance Worker             | I00      | Lower     | Upper     |
|                                | Hourly   | 16.7642   | 28.0653   |
|                                | BIWEEKLY | 1341.14   | 2245.22   |
|                                | ANNUAL   | 34869.54  | 58375.82  |
| Paralegal                      | S42      | Lower     | Upper     |
|                                | Hourly   | 32.9551   | 46.1371   |
|                                | BIWEEKLY | 2636.41   | 3690.97   |
|                                | ANNUAL   | 68546.61  | 95965.17  |
| Permit Coordinator             | O15      | Lower     | Upper     |
|                                | Hourly   | 26.1364   | 53.1546   |
|                                | BIWEEKLY | 2090.91   | 4252.37   |
|                                | ANNUAL   | 54363.71  | 110561.57 |
| Permit Technician              | S25      | Lower     | Upper     |
|                                | Hourly   | 22.4467   | 37.3722   |
|                                | BIWEEKLY | 1795.74   | 2989.78   |
|                                | ANNUAL   | 46689.14  | 77734.18  |
| Planner                        | S40      | Lower     | Upper     |
|                                | Hourly   | 32.2313   | 48.3469   |
|                                | BIWEEKLY | 2578.50   | 3867.75   |
|                                | ANNUAL   | 67041.10  | 100561.55 |
| Planner, Assistant             | S35      | Lower     | Upper     |
|                                | Hourly   | 27.6286   | 45.0709   |
|                                | BIWEEKLY | 2210.29   | 3605.67   |
|                                | ANNUAL   | 57467.49  | 93747.47  |
| Planning Manager               | O40      | Lower     | Upper     |
|                                | Hourly   | 48.8838   | 78.2141   |
|                                | BIWEEKLY | 3910.70   | 6257.13   |
|                                | ANNUAL   | 101678.30 | 162685.33 |



CITY OF OXNARD  
CLASSIFICATION AND SALARY LISTING  
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|                                      |          |          |           |
|--------------------------------------|----------|----------|-----------|
| Planning Supervisor                  | O25      | Lower    | Upper     |
|                                      | Hourly   | 29.5166  | 61.4702   |
|                                      | BIWEEKLY | 2361.33  | 4917.62   |
|                                      | ANNUAL   | 61394.53 | 127858.02 |
| Plans Examiner                       | S30      | Lower    | Upper     |
|                                      | Hourly   | 21.1618  | 41.3294   |
|                                      | BIWEEKLY | 1692.94  | 3306.35   |
|                                      | ANNUAL   | 44016.54 | 85965.15  |
| Plant Maintenance Specialist         | I25      | Lower    | Upper     |
|                                      | Hourly   | 21.9311  | 37.3722   |
|                                      | BIWEEKLY | 1754.49  | 2989.78   |
|                                      | ANNUAL   | 45616.69 | 77734.18  |
| Plant Maintenance Specialist, Senior | I30      | Lower    | Upper     |
|                                      | Hourly   | 29.2671  | 41.3294   |
|                                      | BIWEEKLY | 2341.37  | 3306.35   |
|                                      | ANNUAL   | 60875.57 | 85965.15  |
| Plant Maintenance Superintendent     | O25      | Lower    | Upper     |
|                                      | Hourly   | 29.5166  | 61.4702   |
|                                      | BIWEEKLY | 2361.33  | 4917.62   |
|                                      | ANNUAL   | 61394.53 | 127858.02 |
| Plant Maintenance Supervisor         | O05      | Lower    | Upper     |
|                                      | Hourly   | 28.0651  | 46.1371   |
|                                      | BIWEEKLY | 2245.21  | 3690.97   |
|                                      | ANNUAL   | 58375.41 | 95965.17  |
| Plant Operations Manager             | O35      | Lower    | Upper     |
|                                      | Hourly   | 41.9805  | 73.4012   |
|                                      | BIWEEKLY | 3358.44  | 5872.10   |
|                                      | ANNUAL   | 87319.44 | 152674.50 |
| Plant Operations Shift Coordinator   | I45      | Lower    | Upper     |
|                                      | Hourly   | 34.5859  | 51.8788   |
|                                      | BIWEEKLY | 2766.87  | 4150.30   |
|                                      | ANNUAL   | 71938.67 | 107907.90 |
| Plant Operator                       | I15      | Lower    | Upper     |
|                                      | Hourly   | 18.8905  | 32.5182   |
|                                      | BIWEEKLY | 1511.24  | 2601.46   |
|                                      | ANNUAL   | 39292.24 | 67637.86  |



CITY OF OXNARD  
CLASSIFICATION AND SALARY LISTING  
EFFECTIVE AUGUST 06, 2022

|                           |          |          |           |
|---------------------------|----------|----------|-----------|
| Plant Operator, Principal | I35      | Lower    | Upper     |
|                           | Hourly   | 28.6905  | 43.2524   |
|                           | BIWEEKLY | 2295.24  | 3460.19   |
|                           | ANNUAL   | 59676.24 | 89964.99  |
| Plant Operator, Senior    | I20      | Lower    | Upper     |
|                           | Hourly   | 24.6523  | 34.5131   |
|                           | BIWEEKLY | 1972.18  | 2761.05   |
|                           | ANNUAL   | 51276.78 | 71787.25  |
| Plant Operator Trainee    | I10      | Lower    | Upper     |
|                           | Hourly   | 16.2711  | 29.2919   |
|                           | BIWEEKLY | 1301.69  | 2343.35   |
|                           | ANNUAL   | 33843.89 | 60927.15  |
| Police Corporal           | P02      | Lower    | Upper     |
|                           | Hourly   | 47.0861  | 61.9370   |
|                           | BIWEEKLY | 3766.89  | 4954.96   |
|                           | ANNUAL   | 97939.09 | 128828.96 |
| Police Officer I / II     | P01      | Lower    | Upper     |
|                           | Hourly   | 34.9341  | 54.6567   |
|                           | BIWEEKLY | 2794.73  | 4372.54   |
|                           | ANNUAL   | 72662.93 | 113685.94 |
| Police Sergeant           | P03      | Lower    | Upper     |
|                           | Hourly   | 47.0861  | 71.2274   |
|                           | BIWEEKLY | 3766.89  | 5698.19   |
|                           | ANNUAL   | 97939.09 | 148152.99 |
| Police Service Officer    | P04      | Lower    | Upper     |
|                           | Hourly   | 30.3134  | 47.4270   |
|                           | BIWEEKLY | 2425.07  | 3794.16   |
|                           | ANNUAL   | 63051.87 | 98648.16  |
| Police Records Supervisor | O05      | Lower    | Upper     |
|                           | Hourly   | 28.0651  | 46.1371   |
|                           | BIWEEKLY | 2245.21  | 3690.97   |
|                           | ANNUAL   | 58375.41 | 95965.17  |

CITY OF OXNARD  
CLASSIFICATION AND SALARY LISTING  
EFFECTIVE AUGUST 06, 2022

|                                      |          |           |           |
|--------------------------------------|----------|-----------|-----------|
| Police Records Technician            | S10      | Lower     | Upper     |
|                                      | Hourly   | 15.2291   | 29.2919   |
|                                      | BIWEEKLY | 1218.33   | 2343.35   |
|                                      | ANNUAL   | 31676.53  | 60927.15  |
| Police Records Technician, Senior    | S05      | Lower     | Upper     |
|                                      | Hourly   | 16.0730   | 30.7791   |
|                                      | BIWEEKLY | 1285.84   | 2462.33   |
|                                      | ANNUAL   | 33431.84  | 64020.53  |
| Property and Evidence Supervisor     | O00      | Lower     | Upper     |
|                                      | Hourly   | 27.0277   | 42.1799   |
|                                      | BIWEEKLY | 2162.22   | 3374.39   |
|                                      | ANNUAL   | 56217.62  | 87734.19  |
| Property and Evidence Technician     | S10      | Lower     | Upper     |
|                                      | Hourly   | 15.2291   | 29.2919   |
|                                      | BIWEEKLY | 1218.33   | 2343.35   |
|                                      | ANNUAL   | 31676.53  | 60927.15  |
| Property and Records Manager         | O25      | Lower     | Upper     |
|                                      | Hourly   | 29.5166   | 61.4702   |
|                                      | BIWEEKLY | 2361.33   | 4917.62   |
|                                      | ANNUAL   | 61394.53  | 127858.02 |
| Public Safety Analyst                | S35      | Lower     | Upper     |
|                                      | Hourly   | 27.6286   | 45.0709   |
|                                      | BIWEEKLY | 2210.29   | 3605.67   |
|                                      | ANNUAL   | 57467.49  | 93747.47  |
| Public Safety Analyst, Senior        | S45      | Lower     | Upper     |
|                                      | Hourly   | 34.5859   | 51.8788   |
|                                      | BIWEEKLY | 2766.87   | 4150.30   |
|                                      | ANNUAL   | 71938.67  | 107907.90 |
| Public Safety Communications Manager | O40      | Lower     | Upper     |
|                                      | Hourly   | 48.8838   | 78.2141   |
|                                      | BIWEEKLY | 3910.70   | 6257.13   |
|                                      | ANNUAL   | 101678.30 | 162685.33 |
| Public Safety Dispatcher I           | P07      | Lower     | Upper     |
|                                      | Hourly   | 25.8976   | 40.0201   |
|                                      | BIWEEKLY | 2071.81   | 3201.61   |
|                                      | ANNUAL   | 53867.01  | 83241.81  |



CITY OF OXNARD  
CLASSIFICATION AND SALARY LISTING  
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|                                                |          |           |           |
|------------------------------------------------|----------|-----------|-----------|
| Public Safety Dispatcher II                    | P08      | Lower     | Upper     |
|                                                | Hourly   | 27.2188   | 44.0221   |
|                                                | BIWEEKLY | 2177.50   | 3521.77   |
|                                                | ANNUAL   | 56615.10  | 91565.97  |
| Public Safety Dispatcher III                   | P09      | Lower     | Upper     |
|                                                | Hourly   | 36.8844   | 51.5059   |
|                                                | BIWEEKLY | 2950.75   | 4120.47   |
|                                                | ANNUAL   | 76719.55  | 107132.27 |
| Public Safety Field Assistant                  | S00      | Lower     | Upper     |
|                                                | Hourly   | 15.2484   | 28.0653   |
|                                                | BIWEEKLY | 1219.87   | 2245.22   |
|                                                | ANNUAL   | 31716.67  | 58375.82  |
| Public Safety Field Technician                 | S10      | Lower     | Upper     |
|                                                | Hourly   | 15.2291   | 29.2919   |
|                                                | BIWEEKLY | 1218.33   | 2343.35   |
|                                                | ANNUAL   | 31676.53  | 60927.15  |
| Public Safety Field Technician, Senior         | S05      | Lower     | Upper     |
|                                                | Hourly   | 16.0730   | 30.7791   |
|                                                | BIWEEKLY | 1285.84   | 2462.33   |
|                                                | ANNUAL   | 33431.84  | 64020.53  |
| Public Safety Investigative Specialist         | S15      | Lower     | Upper     |
|                                                | Hourly   | 16.4652   | 32.5182   |
|                                                | BIWEEKLY | 1317.22   | 2601.46   |
|                                                | ANNUAL   | 34247.62  | 67637.86  |
| Public Safety Investigative Specialist, Senior | S25      | Lower     | Upper     |
|                                                | Hourly   | 22.4467   | 37.3722   |
|                                                | BIWEEKLY | 1795.74   | 2989.78   |
|                                                | ANNUAL   | 46689.14  | 77734.18  |
| Senior Advisor                                 | O45      | Lower     | Upper     |
|                                                | Hourly   | 52.0518   | 83.2830   |
|                                                | BIWEEKLY | 4164.14   | 6662.64   |
|                                                | ANNUAL   | 108267.74 | 173228.64 |
| Senior Engineer                                | S60      | Lower     | Upper     |
|                                                | Hourly   | 45.8790   | 73.4064   |
|                                                | BIWEEKLY | 3670.32   | 5872.51   |
|                                                | ANNUAL   | 95428.32  | 152685.31 |

CITY OF OXNARD  
CLASSIFICATION AND SALARY LISTING  
EFFECTIVE AUGUST 06, 2022

|                                    |          |           |           |
|------------------------------------|----------|-----------|-----------|
| Special Districts Manager          | O35      | Lower     | Upper     |
|                                    | Hourly   | 41.9805   | 73.4012   |
|                                    | BIWEEKLY | 3358.44   | 5872.10   |
|                                    | ANNUAL   | 87319.44  | 152674.50 |
| Sr. Police Service Officer         | P05      | Lower     | Upper     |
|                                    | Hourly   | 38.7119   | 52.1693   |
|                                    | BIWEEKLY | 3096.95   | 4173.54   |
|                                    | ANNUAL   | 80520.75  | 108512.14 |
| Survey Party Chief                 | I25      | Lower     | Upper     |
|                                    | Hourly   | 21.9311   | 37.3722   |
|                                    | BIWEEKLY | 1754.49   | 2989.78   |
|                                    | ANNUAL   | 45616.69  | 77734.18  |
| Utilities Field Specialist         | I15      | Lower     | Upper     |
|                                    | Hourly   | 18.8905   | 32.5182   |
|                                    | BIWEEKLY | 1511.24   | 2601.46   |
|                                    | ANNUAL   | 39292.24  | 67637.86  |
| Utilities Field Superintendent     | O25      | Lower     | Upper     |
|                                    | Hourly   | 29.5166   | 61.4702   |
|                                    | BIWEEKLY | 2361.33   | 4917.62   |
|                                    | ANNUAL   | 61394.53  | 127858.02 |
| Utilities Field Supervisor         | I31      | Lower     | Upper     |
|                                    | Hourly   | 27.0277   | 42.1799   |
|                                    | BIWEEKLY | 2162.22   | 3374.39   |
|                                    | ANNUAL   | 56217.62  | 87734.19  |
| Utilities Field Technician         | I10      | Lower     | Upper     |
|                                    | Hourly   | 16.2711   | 29.2919   |
|                                    | BIWEEKLY | 1301.69   | 2343.35   |
|                                    | ANNUAL   | 33843.89  | 60927.15  |
| Utilities Field Technician, Senior | I05      | Lower     | Upper     |
|                                    | Hourly   | 18.0625   | 30.7791   |
|                                    | BIWEEKLY | 1445.00   | 2462.33   |
|                                    | ANNUAL   | 37570.00  | 64020.53  |
| Utilities Manager                  | O50      | Lower     | Upper     |
|                                    | Hourly   | 52.0518   | 85.1051   |
|                                    | BIWEEKLY | 4164.14   | 6808.41   |
|                                    | ANNUAL   | 108267.74 | 177018.61 |



CITY OF OXNARD  
CLASSIFICATION AND SALARY LISTING  
EFFECTIVE AUGUST 06, 2022

|                                                 |          |          |           |
|-------------------------------------------------|----------|----------|-----------|
| Utilities Technical Services Analyst            | O15      | Lower    | Upper     |
|                                                 | Hourly   | 26.1364  | 53.1546   |
|                                                 | BIWEEKLY | 2090.91  | 4252.37   |
|                                                 | ANNUAL   | 54363.71 | 110561.57 |
| Utilities Technical Services Analyst, Senior    | O20      | Lower    | Upper     |
|                                                 | Hourly   | 30.4269  | 56.6865   |
|                                                 | BIWEEKLY | 2434.15  | 4534.92   |
|                                                 | ANNUAL   | 63287.95 | 117907.92 |
| Utilities Technical Services Coordinator        | I30      | Lower    | Upper     |
|                                                 | Hourly   | 29.2671  | 41.3294   |
|                                                 | BIWEEKLY | 2341.37  | 3306.35   |
|                                                 | ANNUAL   | 60875.57 | 85965.15  |
| Utilities Technical Services Manager            | O30      | Lower    | Upper     |
|                                                 | Hourly   | 45.1567  | 67.7351   |
|                                                 | BIWEEKLY | 3612.54  | 5418.81   |
|                                                 | ANNUAL   | 93925.94 | 140889.01 |
| Utilities Technical Services Specialist         | I15      | Lower    | Upper     |
|                                                 | Hourly   | 18.8905  | 32.5182   |
|                                                 | BIWEEKLY | 1511.24  | 2601.46   |
|                                                 | ANNUAL   | 39292.24 | 67637.86  |
| Utilities Technical Services Specialist, Senior | I20      | Lower    | Upper     |
|                                                 | Hourly   | 24.6523  | 34.5131   |
|                                                 | BIWEEKLY | 1972.18  | 2761.05   |
|                                                 | ANNUAL   | 51276.78 | 71787.25  |

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING  
RESOLUTION NO. 15,593 AUTHORIZING FULL-TIME EQUIVALENT POSITIONS  
PURSUANT TO CHAPTER 4 OF THE CITY PERSONNEL RULES AND REGULATIONS

WHEREAS, Chapter 4, Section 4.7 of the City of Oxnard Personnel Rules and Regulations provides that the City Manager from time to time may revise the number of positions in each classification as necessary to perform the work of the classification, provided that the total expense to be incurred for such work shall be limited to the amount appropriated by the City Council for the classification: and

WHEREAS, the City Council has reviewed the revisions attached as Attachment A of this resolution and finds that they are desirable and in the interest of maintaining an efficient municipal organization.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to amend Resolution No. 15,593 with the following changes to the adopted FY 22/23 position allocations as specified, subject to approval of a budget appropriation for the revised allocation.

PASSED AND ADOPTED this 28th day of July 2022, by the following vote:

YES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
John C. Zaragoza, Mayor

ATTEST:

\_\_\_\_\_  
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Fischer, City Attorney

ATTACHMENT A  
POSITION CONTROL LISTING



| <u>Department</u>               | <u>Title</u>                                                 | <u>FY 22/23<br/>Adopted</u> | <u>Proposed<br/>Changes</u> | <u>New<br/>Allocation</u> |
|---------------------------------|--------------------------------------------------------------|-----------------------------|-----------------------------|---------------------------|
| <b>CITY ATTORNEY</b>            |                                                              |                             |                             |                           |
|                                 | ADMINISTRATIVE LEGAL SECRETARY ( C )                         | 0                           | 1                           | 1                         |
|                                 | ADMINISTRATIVE LEGAL SECRETARY I                             | 1                           | -1                          | 0                         |
| <b>CITY ATTORNEY DEPT TOTAL</b> |                                                              | <b>1</b>                    | <b>0</b>                    | <b>1</b>                  |
| <b>CITY CLERK</b>               |                                                              |                             |                             |                           |
|                                 | ADMINISTRATIVE SERVICES TECHNICIAN                           | 0                           | 1                           | 1                         |
|                                 | OFFICE ASSISTANT II                                          | 1                           | -1                          | 0                         |
| <b>CITY CLERK DEPT TOTAL</b>    |                                                              | <b>1</b>                    | <b>0</b>                    | <b>1</b>                  |
| <b>CITY COUNCIL</b>             |                                                              |                             |                             |                           |
|                                 | CITY MANAGER EXECUTIVE ASSISTANT ( C )                       | 0                           | 1                           | 1                         |
|                                 | EXECUTIVE ASSISTANT II                                       | 1                           | -1                          | 0                         |
| <b>CITY COUNCIL TOTAL</b>       |                                                              | <b>1</b>                    | <b>0</b>                    | <b>1</b>                  |
| <b>CITY MANAGER</b>             |                                                              |                             |                             |                           |
|                                 | ADMINISTRATIVE SERVICES MANAGER                              | 0                           | 1                           | 1                         |
|                                 | ADMINISTRATIVE SERVICES ADMINISTRATOR/SUPERVISOR             | 0                           | 1                           | 1                         |
|                                 | ADMINISTRATIVE SERVICES ANALYST                              | 0                           | 4                           | 4                         |
|                                 | ADMINISTRATIVE SERVICES ANALYST, SENIOR                      | 0                           | 2                           | 2                         |
|                                 | ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR ( C ) | 0                           | 1                           | 1                         |
|                                 | ADMINISTRATIVE SERVICES TECHNICIAN                           | 0                           | 1                           | 1                         |
|                                 | CITY MANAGER EXECUTIVE ASSISTANT ( C )                       | 0                           | 1                           | 1                         |
|                                 | ADMINISTRATIVE ASSISTANT (C)                                 | 1                           | -1                          | 0                         |
|                                 | COMMUNICATIONS COORDINATOR                                   | 2                           | -2                          | 0                         |
|                                 | COMMUNICATIONS & MARKETING MANAGER                           | 1                           | -1                          | 0                         |
|                                 | EXECUTIVE ASSISTANT II                                       | 1                           | -1                          | 0                         |
|                                 | MANAGEMENT ANALYST II (PUBLIC RECORDS ADVOCATE)              | 1                           | -1                          | 0                         |
|                                 | PROJECT MANAGER                                              | 4                           | -4                          | 0                         |
|                                 | OFFICE ASSISTANT II                                          | 1                           | -1                          | 0                         |
| <b>CITY MANAGER DEPT TOTAL</b>  |                                                              | <b>11</b>                   | <b>0</b>                    | <b>11</b>                 |
| <b>COMMUNITY DEVELOPMENT</b>    |                                                              |                             |                             |                           |
|                                 | ADMINISTRATIVE SERVICES ANALYST                              | 0                           | 1                           | 1                         |
|                                 | ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR       | 0                           | 2                           | 2                         |
|                                 | ADMINISTRATIVE SERVICES SPECIALIST                           | 0                           | 2                           | 2                         |
|                                 | ADMINISTRATIVE SERVICES TECHNICIAN                           | 0                           | 3                           | 3                         |
|                                 | ASSOCIATE ENGINEER                                           | 0                           | 3                           | 3                         |
|                                 | BUILDING/CONSTRUCTION INSPECTOR                              | 0                           | 8                           | 8                         |
|                                 | BUILDING/CONSTRUCTION INSPECTOR, SENIOR                      | 0                           | 4                           | 4                         |
|                                 | CODE COMPLIANCE INSPECTOR                                    | 0                           | 7                           | 7                         |
|                                 | ENGINEER DIVISION MANAGER                                    | 0                           | 2                           | 2                         |
|                                 | INSPECTIONS/CODE COMPLIANCE ADMINISTRATOR                    | 0                           | 3                           | 3                         |
|                                 | PLANS EXAMINER                                               | 0                           | 1                           | 1                         |
|                                 | ADMINISTRATIVE SECRETARY III                                 | 2                           | -2                          | 0                         |
|                                 | ADMINISTRATIVE TECHNICIAN                                    | 2                           | -2                          | 0                         |
|                                 | BUILDING INSPECTOR II                                        | 5                           | -5                          | 0                         |
|                                 | CODE COMPLIANCE INSPECTOR II                                 | 7                           | -7                          | 0                         |
|                                 | CODE COMPLIANCE MANAGER                                      | 1                           | -1                          | 0                         |
|                                 | CONSTRUCTION INSPECTOR II                                    | 3                           | -3                          | 0                         |
|                                 | DEPUTY BUILDING OFFICIAL                                     | 1                           | -1                          | 0                         |
|                                 | ELECTRICAL INSPECTOR                                         | 1                           | -1                          | 0                         |
|                                 | OFFICE ASSISTANT II                                          | 3                           | -3                          | 0                         |
|                                 | MANAGEMENT ANALYST I                                         | 1                           | -1                          | 0                         |
|                                 | PLAN CHECK ENGINEER                                          | 3                           | -3                          | 0                         |
|                                 | PLANS EXAMINER II                                            | 1                           | -1                          | 0                         |

| <u>Department</u>                          | <u>Title</u>                                           | <u>FY 22/23<br/>Adopted</u> | <u>Proposed<br/>Changes</u> | <u>New<br/>Allocation</u> |
|--------------------------------------------|--------------------------------------------------------|-----------------------------|-----------------------------|---------------------------|
|                                            | SR. CODE COMPLIANCE INSPECTOR                          | 2                           | -2                          | 0                         |
|                                            | SR. CONSTRUCTION INSPECTOR                             | 1                           | -1                          | 0                         |
|                                            | SUPERVISING BUILDING INSPECTOR                         | 1                           | -1                          | 0                         |
|                                            | SUPERVISING CIVIL ENGINEER                             | 2                           | -2                          | 0                         |
| <b>COMMUNITY DEVELOPMENT TOTAL</b>         |                                                        | 36                          | 0                           | 36                        |
| <b>DEVELOPMENT SUPPORT</b>                 |                                                        |                             |                             |                           |
|                                            | ADMINISTRATIVE SERVICES ADMINISTRATOR/SUPERVISOR       | 0                           | 1                           | 1                         |
|                                            | ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR | 0                           | 2                           | 2                         |
|                                            | ADMINISTRATIVE SERVICES SPECIALIST                     | 0                           | 1                           | 1                         |
|                                            | ASSISTANT DEPARTMENT DIRECTOR II                       | 0                           | 1                           | 1                         |
|                                            | DEPARTMENT DIRECTOR II                                 | 0                           | 1                           | 1                         |
|                                            | ADMINISTRATIVE ASSISTANT                               | 1                           | -1                          | 0                         |
|                                            | ADMINISTRATIVE TECHNICIAN                              | 1                           | -1                          | 0                         |
|                                            | ASSISTANT DIRECTOR OF COMMUNITY DEV.                   | 1                           | -1                          | 0                         |
|                                            | COMMUNITY DEVELOPMENT DIRECTOR                         | 1                           | -1                          | 0                         |
|                                            | DRAFT/GRAPH TECHNICIAN II                              | 1                           | -1                          | 0                         |
|                                            | MANAGEMENT ANALYST III                                 | 1                           | -1                          | 0                         |
| <b>DEVELOPMENT SUPPORT TOTAL</b>           |                                                        | 6                           | 0                           | 6                         |
| <b>LAND USE PLAN &amp; ENV PROTC</b>       |                                                        |                             |                             |                           |
|                                            | ADMINISTRATIVE SERVICES ANALYST                        | 0                           | 1                           | 1                         |
|                                            | ADMINISTRATIVE SERVICES SPECIALIST                     | 0                           | 1                           | 1                         |
|                                            | ADMINISTRATIVE SERVICES TECHNICIAN                     | 0                           | 1                           | 1                         |
|                                            | PLANNER                                                | 0                           | 5                           | 5                         |
|                                            | PLANNER, ASSISTANT                                     | 0                           | 3                           | 3                         |
|                                            | PLANNING MANAGER                                       | 0                           | 2                           | 2                         |
|                                            | PLANNING SUPERVISOR                                    | 0                           | 4                           | 4                         |
|                                            | ADMINISTRATIVE SECRETARY III                           | 1                           | -1                          | 0                         |
|                                            | ASSISTANT PLANNER                                      | 3                           | -3                          | 0                         |
|                                            | ASSOCIATE PLANNER                                      | 5                           | -5                          | 0                         |
|                                            | MANAGEMENT ANALYST I                                   | 1                           | -1                          | 0                         |
|                                            | OFFICE ASSISTANT II                                    | 1                           | -1                          | 0                         |
|                                            | PLAN & ENV SRVCS MANAGER                               | 1                           | -1                          | 0                         |
|                                            | PLANNING & SUSTAINABILITY MANAGER                      | 1                           | -1                          | 0                         |
|                                            | PRINCIPAL PLANNER                                      | 2                           | -2                          | 0                         |
|                                            | SR. PLANNER                                            | 2                           | -2                          | 0                         |
| <b>LAND USE PLAN &amp; ENV PROTC TOTAL</b> |                                                        | 17                          | 0                           | 17                        |
| <b>COMMUNITY DEVELOPMENT TOTAL</b>         |                                                        | 59                          | 0                           | 59                        |
| <b>CULTURAL &amp; COMMUNITY SERVICES</b>   |                                                        |                             |                             |                           |
| <b>LIBRARY</b>                             |                                                        |                             |                             |                           |
|                                            | ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR | 0                           | 1                           | 1                         |
|                                            | ADMINISTRATIVE SERVICES TECHNICIAN                     | 0                           | 1                           | 1                         |
|                                            | LIBRARIAN                                              | 0                           | 7                           | 7                         |
|                                            | LIBRARIAN, SENIOR                                      | 0                           | 4                           | 4                         |
|                                            | LIBRARY MANAGER                                        | 0                           | 1                           | 1                         |
|                                            | LIBRARY TECHNICIAN                                     | 0                           | 10.5                        | 10.5                      |
|                                            | ADMINISTRATIVE ASSISTANT                               | 1                           | -1                          | 0                         |
|                                            | CITY LIBRARIAN                                         | 1                           | -1                          | 0                         |
|                                            | LIBRARIAN I                                            | 6                           | -6                          | 0                         |
|                                            | LIBRARIAN II                                           | 1                           | -1                          | 0                         |
|                                            | LIBRARIAN III                                          | 4                           | -4                          | 0                         |
|                                            | LIBRARY AIDE I                                         | 5.5                         | -5.5                        | 0                         |
|                                            | LIBRARY AIDE II                                        | 5                           | -5                          | 0                         |
|                                            | OFFICE ASSISTANT II                                    | 1                           | -1                          | 0                         |

| <u>Department</u>                          | <u>Title</u>                                           | <u>FY 22/23<br/>Adopted</u> | <u>Proposed<br/>Changes</u> | <u>New<br/>Allocation</u> |
|--------------------------------------------|--------------------------------------------------------|-----------------------------|-----------------------------|---------------------------|
| <b>LIBRARY SERVICES TOTAL</b>              |                                                        | 24.5                        | 0                           | 24.5                      |
| <b>RECREATION SERVICES</b>                 |                                                        |                             |                             |                           |
|                                            | ADMINISTRATIVE SERVICES ADMINISTRATOR/SUPERVISOR       | 0                           | 1                           | 1                         |
|                                            | ADMINISTRATIVE SERVICES ANALYST                        | 0                           | 1                           | 1                         |
|                                            | ADMINISTRATIVE SERVICES ANALYST, SENIOR                | 0                           | 2                           | 2                         |
|                                            | ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR | 0                           | 2                           | 2                         |
|                                            | ADMINISTRATIVE SERVICES SPECIALIST                     | 0                           | 1                           | 1                         |
|                                            | ADMINISTRATIVE SERVICES TECHNICIAN                     | 0                           | 2                           | 2                         |
|                                            | ASSISTANT DEPARTMENT DIRECTOR 1                        | 0                           | 1                           | 1                         |
|                                            | CULTURAL & RECREATION SERVICES ANALYST                 | 0                           | 17                          | 17                        |
|                                            | CULTURAL & RECREATION SERVICES MANAGER                 | 0                           | 2                           | 2                         |
|                                            | CULTURAL & RECREATION SERVICES SPECIALIST              | 0                           | 56.75                       | 56.75                     |
|                                            | CULTURAL & RECREATION SERVICES SUPERVISOR              | 0                           | 6                           | 6                         |
|                                            | CULTURAL & RECREATION SERVICES TECHNICIAN              | 0                           | 2                           | 2                         |
|                                            | DEPARTMENT DIRECTOR I                                  | 0                           | 1                           | 1                         |
|                                            | ADMINISTRATIVE ASSISTANT                               | 2                           | -2                          | 0                         |
|                                            | ADMINISTRATIVE SECRETARY III                           | 1                           | -1                          | 0                         |
|                                            | ADMINISTRATIVE TECHNICIAN                              | 1                           | -1                          | 0                         |
|                                            | COMMUNITY SERVICES MANAGER                             | 2                           | -2                          | 0                         |
|                                            | CULTURAL & COMMUNITY SVCS DIR                          | 1                           | -1                          | 0                         |
|                                            | CULTURAL & COMMUNITY SVCS ASST. DIR                    | 1                           | -1                          | 0                         |
|                                            | MANAGEMENT ANALYST I                                   | 2                           | -2                          | 0                         |
|                                            | MANAGEMENT ANALYST II                                  | 1                           | -1                          | 0                         |
|                                            | OFFICE ASSISTANT II                                    | 2                           | -2                          | 0                         |
|                                            | RECREATION SUPERVISOR                                  | 6                           | -6                          | 0                         |
|                                            | RECREATION/HUMAN SERV COORD                            | 17                          | -17                         | 0                         |
|                                            | RECREATION/HUMAN SERV LEADER I                         | 1                           | -1                          | 0                         |
|                                            | RECREATION/HUMAN SERV LEADER II                        | 1                           | -1                          | 0                         |
|                                            | RECREATION/HUMAN SERV LEADER III                       | 56.75                       | -56.75                      | 0                         |
| <b>RECREATION SERVICES TOTAL</b>           |                                                        | 94.75                       | 0                           | 94.75                     |
| <b>CULTURAL &amp; COMMUNITY SVCS TOTAL</b> |                                                        | 119.25                      | 0                           | 119.25                    |

**DEPT OF BILLING AND LICENSING**

|                                            |                                                  |    |    |    |
|--------------------------------------------|--------------------------------------------------|----|----|----|
|                                            | ADMINISTRATIVE SERVICES ADMINISTRATOR/SUPERVISOR | 0  | 2  | 2  |
|                                            | ADMINISTRATIVE SERVICES ANALYST                  | 0  | 1  | 1  |
|                                            | ADMINISTRATIVE SERVICES SPECIALIST               | 0  | 2  | 2  |
|                                            | ADMINISTRATIVE SERVICES SPECIALIST, SENIOR       | 0  | 3  | 3  |
|                                            | ADMINISTRATIVE SERVICES TECHNICIAN               | 0  | 1  | 1  |
|                                            | ADMINISTRATIVE SERVICES TECHNICIAN, SENIOR       | 0  | 10 | 10 |
|                                            | CODE COMPLIANCE INSPECTOR                        | 0  | 1  | 1  |
|                                            | ASSISTANT CITY TREASURER/DEPARTMENT DIRECTOR I   | 0  | 1  | 1  |
|                                            | ACCOUNT CLERK I                                  | 1  | -1 | 0  |
|                                            | ACCOUNT CLERK II                                 | 2  | -2 | 0  |
|                                            | ACCOUNT CLERK III                                | 1  | -1 | 0  |
|                                            | ASSITANT CITY TREASURER / DIR. REV & LIC         | 1  | -1 | 0  |
|                                            | BILLING & LICENSING SUPERVISOR                   | 2  | -2 | 0  |
|                                            | CODE COMPLIANCE INSPECTOR I                      | 1  | -1 | 0  |
|                                            | CUSTOMER SERVICE ACCT TECH                       | 2  | -2 | 0  |
|                                            | CUSTOMER SERVICE REP II                          | 7  | -7 | 0  |
|                                            | MANAGEMENT ANALYST II                            | 1  | -1 | 0  |
|                                            | REVENUE COLLECTION TECHNICIAN                    | 1  | -1 | 0  |
|                                            | SR. CUSTOMER SERVICE REP                         | 2  | -2 | 0  |
| <b>DEPT OF BILLING AND LICENSING TOTAL</b> |                                                  | 21 | 0  | 21 |

**FINANCE DEPARTMENT**

| <u>Department</u>               | <u>Title</u>                                                   | <u>FY 22/23<br/>Adopted</u> | <u>Proposed<br/>Changes</u> | <u>New<br/>Allocation</u> |
|---------------------------------|----------------------------------------------------------------|-----------------------------|-----------------------------|---------------------------|
|                                 | ADMINISTRATIVE SERVICES ADMINISTRATOR/SUPERVISOR               | 0                           | 2                           | 2                         |
|                                 | ADMINISTRATIVE SERVICES ANALYST                                | 0                           | 14                          | 14                        |
|                                 | ADMINISTRATIVE SERVICES ANALYST LIMITED TERM (1/15/21-1/15/24) | 0                           | 1.5                         | 1.5                       |
|                                 | ADMINISTRATIVE SERVICES ANALYST LIMITED TERM (1/15/21-2/15/23) | 0                           | 0.5                         | 0.5                       |
|                                 | ADMINISTRATIVE SERVICES ANALYST, SENIOR                        | 0                           | 3                           | 3                         |
|                                 | ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR ( C )   | 0                           | 2                           | 2                         |
|                                 | ADMINISTRATIVE SERVICES MANAGER                                | 0                           | 4                           | 4                         |
|                                 | ADMINISTRATIVE SERVICES SPECIALIST                             | 0                           | 1                           | 1                         |
|                                 | ADMINISTRATIVE SERVICES SPECIALIST, SENIOR                     | 0                           | 2                           | 2                         |
|                                 | ADMINISTRATIVE SERVICES TECHNICIAN                             | 0                           | 1.5                         | 1.5                       |
|                                 | ADMINISTRATIVE SERVICES TECHNICIAN, SENIOR                     | 0                           | 2                           | 2                         |
|                                 | ASSISTANT DEPARTMENT DIRECTOR NRC I                            | 0                           | 2                           | 2                         |
|                                 | DEPARTMENT DIRECTOR II                                         | 0                           | 1                           | 1                         |
|                                 | ACCOUNT CLERK II                                               | 1                           | -1                          | 0                         |
|                                 | ACCOUNT CLERK III                                              | 2                           | -2                          | 0                         |
|                                 | ACCOUNTANT I                                                   | 4                           | -4                          | 0                         |
|                                 | ACCOUNTANT II                                                  | 3                           | -3                          | 0                         |
|                                 | ACCOUNTANT III                                                 | 1                           | -1                          | 0                         |
|                                 | ACCOUNTING TECHNICIAN                                          | 2                           | -2                          | 0                         |
|                                 | ADMINISTRATIVE ASSISTANT (C)                                   | 2                           | -2                          | 0                         |
|                                 | ASSISTANT CHIEF FIN OFFICER                                    | 2                           | -2                          | 0                         |
|                                 | BUDGET MANAGER                                                 | 1                           | -1                          | 0                         |
|                                 | BUYER                                                          | 3                           | -3                          | 0                         |
|                                 | BUYER LIMITED TERM (1/15/21-2/15/23)                           | 0.5                         | -0.5                        | 0                         |
|                                 | CHIEF FINANCIAL OFFICER                                        | 1                           | -1                          | 0                         |
|                                 | CONTROLLER                                                     | 1                           | -1                          | 0                         |
|                                 | FINANCIAL ANALYST I                                            | 1                           | -1                          | 0                         |
|                                 | FINANCIAL ANALYST II                                           | 2                           | -2                          | 0                         |
|                                 | FINANCIAL ANALYST III                                          | 2                           | -2                          | 0                         |
|                                 | SENIOR MANAGER, INTERNAL CONTROL                               | 1                           | -1                          | 0                         |
|                                 | SR. BUYER                                                      | 1                           | -1                          | 0                         |
|                                 | MAIL CLERK                                                     | 1.5                         | -1.5                        | 0                         |
|                                 | MANAGEMENT ACCOUNTANT/AUDITOR                                  | 2                           | -2                          | 0                         |
|                                 | MANAGEMENT ANALYST LIMITED TERM (1/15/21-1/15/24)              | 1.5                         | -1.5                        | 0                         |
|                                 | PURCHASING MANAGER                                             | 1                           | -1                          | 0                         |
| <b>FINANCE DEPARTMENT TOTAL</b> |                                                                | <b>36.5</b>                 | <b>0</b>                    | <b>36.5</b>               |

#### **FIRE DEPARTMENT**

|                                                              |   |    |   |
|--------------------------------------------------------------|---|----|---|
| ADMINISTRATIVE SERVICES ANALYST, SENIOR                      | 0 | 1  | 1 |
| ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR ( C ) | 0 | 1  | 1 |
| ADMINISTRATIVE SERVICES SPECIALIST                           | 0 | 2  | 2 |
| ADMINISTRATIVE SERVICES MANAGER                              | 0 | 1  | 1 |
| CODE COMPLIANCE INSPECTOR                                    | 0 | 4  | 4 |
| PLANS EXAMINER                                               | 0 | 1  | 1 |
| PUBLIC SAFETY INVESTIGATIVE SPECIALIST                       | 0 | 1  | 1 |
| ADMINISTRATIVE ASSISTANT (C)                                 | 1 | -1 | 0 |
| ADMINISTRATIVE SECRETARY II                                  | 2 | -2 | 0 |
| CRIME ANALYSIS DATA TECHNICIAN                               | 1 | -1 | 0 |
| FIRE FINANCIAL/GRANTS MANAGER                                | 1 | -1 | 0 |
| FIRE INSPECTOR II (Non-Sworn)                                | 4 | -4 | 0 |
| MANAGEMENT ANALYST II                                        | 1 | -1 | 0 |
| PLANS EXAMINER II                                            | 1 | -1 | 0 |

| <u>Department</u>              | <u>Title</u>                                           | <u>FY 22/23<br/>Adopted</u> | <u>Proposed<br/>Changes</u> | <u>New<br/>Allocation</u> |
|--------------------------------|--------------------------------------------------------|-----------------------------|-----------------------------|---------------------------|
| <b>FIRE DEPARTMENT TOTAL</b>   |                                                        | 11                          | 0                           | 11                        |
| <b>HOUSING</b>                 |                                                        |                             |                             |                           |
| <b>HOUSING AUTHORITY</b>       |                                                        |                             |                             |                           |
|                                | ADMINISTRATIVE SERVICES ADMINISTRATOR/SUPERVISOR       | 0                           | 2                           | 2                         |
|                                | ADMINISTRATIVE SERVICES ANALYST                        | 0                           | 3                           | 3                         |
|                                | ADMINISTRATIVE SERVICES ANALYST, SENIOR                | 0                           | 1                           | 1                         |
|                                | ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR | 0                           | 3                           | 3                         |
|                                | ADMINISTRATIVE SERVICES MANAGER                        | 0                           | 2                           | 2                         |
|                                | ADMINISTRATIVE SERVICES SPECIALIST                     | 0                           | 7                           | 7                         |
|                                | ADMINISTRATIVE SERVICES SPECIALIST, SENIOR             | 0                           | 8                           | 8                         |
|                                | ADMINISTRATIVE SERVICES TECHNICIAN                     | 0                           | 6                           | 6                         |
|                                | ADMINISTRATIVE SERVICES TECHNICIAN, SENIOR             | 0                           | 1                           | 1                         |
|                                | ASSISTANT DEPARTMENT DIRECTOR I                        | 0                           | 2                           | 2                         |
|                                | CODE COMPLIANCE INSPECTOR                              | 0                           | 1                           | 1                         |
|                                | DEPARTMENT DIRECTOR II                                 | 0                           | 1                           | 1                         |
|                                | ENGINEERING TECHNICIAN                                 | 0                           | 1                           | 1                         |
|                                | INFORMATION TECHNOLOGY ANALYST, SENIOR                 | 0                           | 1                           | 1                         |
|                                | MAINTENANCE & OPERATIONS SUPERINTENDENT                | 0                           | 1                           | 1                         |
|                                | MAINTENANCE SPECIALIST                                 | 0                           | 6                           | 6                         |
|                                | MAINTENANCE SPECIALIST, SENIOR                         | 0                           | 1                           | 1                         |
|                                | MAINTENANCE TECHNICIAN                                 | 0                           | 4                           | 4                         |
|                                | ACCOUNT CLERK III                                      | 1                           | -1                          | 0                         |
|                                | ACCOUNTANT I                                           | 2                           | -2                          | 0                         |
|                                | ACCOUNTING TECHNICIAN                                  | 1                           | -1                          | 0                         |
|                                | ADMINISTRATIVE SECRETARY III                           | 1                           | -1                          | 0                         |
|                                | ASSISTANT DIRECTOR OF HOUSING                          | 1                           | -1                          | 0                         |
|                                | ASSISTANT DIRECTOR OF HOUSING & REDEVELOPMENT          | 1                           | -1                          | 0                         |
|                                | CONSTRUCTION PROJECT COORDINATOR                       | 1                           | -1                          | 0                         |
|                                | COMPUTER NETWORK ENGINEER III                          | 1                           | -1                          | 0                         |
|                                | DIRECTOR OF HOUSING & REDEVELOPMENT                    | 1                           | -1                          | 0                         |
|                                | FAC MAINT WORKER II                                    | 2                           | -2                          | 0                         |
|                                | GROUNDWORKER I                                         | 1                           | -1                          | 0                         |
|                                | GROUNDWORKER II                                        | 3                           | -3                          | 0                         |
|                                | HOUSING FINANCIAL OFFICER                              | 1                           | -1                          | 0                         |
|                                | HOUSING INSPECTOR                                      | 1                           | -1                          | 0                         |
|                                | HOUSING MAINT SUPERVISOR                               | 1                           | -1                          | 0                         |
|                                | HOUSING PROGRAM SUPERVISOR                             | 2                           | -2                          | 0                         |
|                                | HOUSING PROGRAMS MANAGER                               | 1                           | -1                          | 0                         |
|                                | HOUSING SPECIALIST I                                   | 5                           | -5                          | 0                         |
|                                | HOUSING SPECIALIST II                                  | 6                           | -6                          | 0                         |
|                                | MAINTENANCE WORKER HOUSING                             | 4                           | -4                          | 0                         |
|                                | MANAGEMENT ANALYST II                                  | 1                           | -1                          | 0                         |
|                                | OFFICE ASSISTANT I                                     | 2                           | -2                          | 0                         |
|                                | OFFICE ASSISTANT II                                    | 5                           | -5                          | 0                         |
|                                | PROJECT MANAGER                                        | 1                           | -1                          | 0                         |
|                                | RESIDENT SERVICES COORDINATOR                          | 1                           | -1                          | 0                         |
|                                | SR. HOUSING MAINTENANCE WORKER                         | 1                           | -1                          | 0                         |
|                                | SR. HOUSING SPECIALIST                                 | 3                           | -3                          | 0                         |
| <b>HOUSING AUTHORITY TOTAL</b> |                                                        | 51                          | 0                           | 51                        |
| <b>HOUSING SERVICES</b>        |                                                        |                             |                             |                           |
|                                | ADMINISTRATIVE SERVICES ADMINISTRATOR/SUPERVISOR       | 0                           | 4                           | 4                         |
|                                | ADMINISTRATIVE SERVICES ANALYST                        | 0                           | 3                           | 3                         |
|                                | ADMINISTRATIVE SERVICES MANAGER                        | 0                           | 1                           | 1                         |
|                                | ADMINISTRATIVE SERVICES SPECIALIST                     | 0                           | 3                           | 3                         |

| <u>Department</u>               | <u>Title</u>                               | <u>FY 22/23<br/>Adopted</u> | <u>Proposed<br/>Changes</u> | <u>New<br/>Allocation</u> |
|---------------------------------|--------------------------------------------|-----------------------------|-----------------------------|---------------------------|
|                                 | ADMINISTRATIVE SERVICES SPECIALIST, SENIOR | 0                           | 1                           | 1                         |
|                                 | PLANNING MANAGER                           | 0                           | 1                           | 1                         |
|                                 | ACCOUNTING MANAGER                         | 1                           | -1                          | 0                         |
|                                 | ADMINISTRATIVE SECRETARY III               | 1                           | -1                          | 0                         |
|                                 | ADMINISTRATIVE TECHNICIAN                  | 1                           | -1                          | 0                         |
|                                 | COMPLIANCE SERVICES MANAGER                | 1                           | -1                          | 0                         |
|                                 | ECONOMIC DEVELOPMENT MANAGER               | 1                           | -1                          | 0                         |
|                                 | GRANTS COORDINATOR                         | 1                           | -1                          | 0                         |
|                                 | GRANTS SPECIALIST I                        | 1                           | -1                          | 0                         |
|                                 | HOMELESS ASSISTANCE PGM COORD              | 1                           | -1                          | 0                         |
|                                 | HOMELESS PROGRAMS ASSISTANT                | 1                           | -1                          | 0                         |
|                                 | HOUSING REHABILITATION PROGRAM MANAGER     | 1                           | -1                          | 0                         |
|                                 | MANAGEMENT ANALYST II                      | 1                           | -1                          | 0                         |
|                                 | PROJECT MANAGER                            | 1                           | -1                          | 0                         |
|                                 | REHAB LOAN SPECIALIST                      | 1                           | -1                          | 0                         |
| <b>HOUSING SERVICES TOTAL</b>   |                                            | 13                          | 0                           | 13                        |
| <b>HOUSING DEPARTMENT TOTAL</b> |                                            | 64                          | 0                           | 64                        |

#### HUMAN RESOURCES DEPARTMENT

|                                         |                                                              |    |    |    |
|-----------------------------------------|--------------------------------------------------------------|----|----|----|
|                                         | ADMINISTRATIVE SERVICES ADMINISTRATOR/SUPERVISOR ( C )       | 0  | 2  | 2  |
|                                         | ADMINISTRATIVE SERVICES ANALYST ( C )                        | 0  | 5  | 5  |
|                                         | ADMINISTRATIVE SERVICES ANALYST, SENIOR ( C )                | 0  | 4  | 4  |
|                                         | ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR ( C ) | 0  | 2  | 2  |
|                                         | ADMINISTRATIVE SERVICES MANAGER ( C )                        | 0  | 2  | 2  |
|                                         | ADMINISTRATIVE SERVICES SPECIALIST, SENIOR ( C )             | 0  | 9  | 9  |
|                                         | ASSISTANT DEPARTMENT DIRECTOR NRC I                          | 0  | 1  | 1  |
|                                         | DEPARTMENT DIRECTOR I                                        | 0  | 1  | 1  |
|                                         | ADMINISTRATIVE ASSISTANT (C)                                 | 2  | -2 | 0  |
|                                         | ASSITANT HR DIRECTOR (C)                                     | 1  | -1 | 0  |
|                                         | HEALTH/SAFETY/TRAINING OFFICER                               | 1  | -1 | 0  |
|                                         | HUMAN RESOURCES ANALYST I (C)                                | 2  | -2 | 0  |
|                                         | HUMAN RESOURCES ANALYST II (C)                               | 5  | -5 | 0  |
|                                         | HUMAN RESOURCES DIRECTOR                                     | 1  | -1 | 0  |
|                                         | HUMAN RESOURCES MANAGER (C)                                  | 2  | -2 | 0  |
|                                         | HUMAN RESOURCES TECHNICIAN (C )                              | 7  | -7 | 0  |
|                                         | PAYROLL TECHNICIAN (C)                                       | 2  | -2 | 0  |
|                                         | PRINCIPAL HR ANALYST ( C )                                   | 1  | -1 | 0  |
|                                         | SR. HUMAN RESOURCES ANALYST (C)                              | 2  | -2 | 0  |
| <b>HUMAN RESOURCES DEPARTMENT TOTAL</b> |                                                              | 26 | 0  | 26 |

#### INFORMATION SVS OPERATION

|  |                                                        |   |   |   |
|--|--------------------------------------------------------|---|---|---|
|  | ADMINISTRATIVE SERVICES ANALYST                        | 0 | 1 | 1 |
|  | ADMINISTRATIVE SERVICES ANALYST, SENIOR                | 0 | 1 | 1 |
|  | ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR | 0 | 1 | 1 |
|  | DEPARTMENT DIRECTOR I                                  | 0 | 1 | 1 |
|  | INFORMATION TECHNOLOGY ANALYST                         | 0 | 2 | 2 |
|  | INFORMATION TECHNOLOGY ANALYST, SENIOR                 | 0 | 9 | 9 |
|  | INFORMATION TECHNOLOGY SPECIALIST                      | 0 | 6 | 6 |
|  | INFORMATION TECHNOLOGY SUPERVISOR                      | 0 | 3 | 3 |
|  | DEPUTY CHIEF INFORMATION OFFICER                       | 1 |   | 1 |
|  | INFO. TECHNOLOGY OFFICER I                             | 2 |   | 2 |
|  | INFO. TECHNOLOGY OFFICER II                            | 2 |   | 2 |
|  | PRINCIPAL INFO. TECH ANALYST                           | 5 |   | 5 |
|  | PRODUCTION SUPERVISOR                                  | 1 |   | 1 |
|  | PRODUCTION TECHNICIAN                                  | 2 |   | 2 |

| <u>Department</u>                      | <u>Title</u>                       | <u>FY 22/23<br/>Adopted</u> | <u>Proposed<br/>Changes</u> | <u>New<br/>Allocation</u> |
|----------------------------------------|------------------------------------|-----------------------------|-----------------------------|---------------------------|
|                                        | SR. INFORMATION TECHNOLOGY ANALYST | 6                           |                             | 6                         |
|                                        | INFO. TECHNOLOGY DIRECTOR          | 1                           | -1                          | 0                         |
|                                        | ADMINISTRATIVE ASSISTANT           | 1                           | -1                          | 0                         |
|                                        | COMPUTER NETWORK ENGINEER II       | 5                           | -5                          | 0                         |
|                                        | COMPUTER NETWORK ENGINEER III      | 6                           | -6                          | 0                         |
|                                        | GEOGRAPHIC INFO SYSTEMS TECH II    | 1                           | -1                          | 0                         |
|                                        | GEOGRAPHIC INFO SYSTEMS TECH III   | 1                           | -1                          | 0                         |
|                                        | MANAGEMENT ANALYST II              | 1                           | -1                          | 0                         |
|                                        | PROGRAMMER ANALYST                 | 2                           | -2                          | 0                         |
|                                        | PROJECT MANAGER                    | 1                           | -1                          | 0                         |
|                                        | SYSTEMS ADMINISTRATOR              | 3                           | -3                          | 0                         |
|                                        | SYSTEMS ANALYST II                 | 1                           | -1                          | 0                         |
|                                        | SYSTEMS ANALYST III                | 1                           | -1                          | 0                         |
| <b>INFORMATION SVS OPERATION TOTAL</b> |                                    | <b>43</b>                   | <b>0</b>                    | <b>43</b>                 |

**POLICE DEPARTMENT**

|                                                              |    |     |    |
|--------------------------------------------------------------|----|-----|----|
| ADMINISTRATIVE SERVICES ADMINISTRATOR/SUPERVISOR             | 0  | 1   | 1  |
| ADMINISTRATIVE SERVICES ANALYST                              | 0  | 1   | 1  |
| ADMINISTRATIVE SERVICES ANALYST, SENIOR                      | 0  | 1   | 1  |
| ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR ( C ) | 0  | 2   | 2  |
| ADMINISTRATIVE SERVICES MANAGER                              | 0  | 1   | 1  |
| ADMINISTRATIVE SERVICES SPECIALIST, SENIOR ( C )             | 0  | 1   | 1  |
| ADMINISTRATIVE SERVICES TECHNICIAN                           | 0  | 1   | 1  |
| ADMINISTRATIVE SERVICES TECHNICIAN, SENIOR                   | 0  | 2   | 2  |
| ANIMAL SAFETY OFFICER, SENIOR                                | 0  | 1   | 1  |
| POLICE RECORDS TECHNICIAN                                    | 0  | 21  | 21 |
| POLICE RECORDS TECHNICIAN, SENIOR                            | 0  | 2   | 2  |
| PROPERTY & EVIDENCE SUPERVISOR                               | 0  | 1   | 1  |
| PROPERTY & EVIDENCE TECHNICIAN                               | 0  | 5   | 5  |
| PROPERTY & RECORDS MANAGER                                   | 0  | 1   | 1  |
| PUBLIC SAFETY ANALYST                                        | 0  | 3   | 3  |
| PUBLIC SAFETY FIELD ASSISTANT                                | 0  | 6   | 6  |
| PUBLIC SAFETY FIELD TECHNICIAN                               | 0  | 14  | 14 |
| PUBLIC SAFETY FIELD TECHNICIAN, SENIOR                       | 0  | 1   | 1  |
| PUBLIC SAFETY INVESTIGATIVE SPECIALIST                       | 0  | 14  | 14 |
| PUBLIC SAFETY INVESTIGATIVE SPECIALIST, SENIOR               | 0  | 3   | 3  |
| ACCOUNT CLERK III                                            | 2  | -2  | 0  |
| ACCOUNTANT I                                                 | 1  | -1  | 0  |
| ADMINISTRATIVE ASSISTANT (C)                                 | 1  | -1  | 0  |
| ADMINISTRATIVE SVC'S ASSISTANT                               | 2  | -2  | 0  |
| COMMUNITY AFFAIRS MANAGER                                    | 1  | -1  | 0  |
| COMMUNITY SERVICE OFFICER                                    | 10 | -10 | 0  |
| CRIME ANALYSIS DATA TECHNICIAN                               | 2  | -2  | 0  |
| CRIME ANALYST I                                              | 2  | -2  | 0  |
| CRIME ANALYST II                                             | 1  | -1  | 0  |
| CROSSING GUARD                                               | 6  | -6  | 0  |
| EVIDENCE TECHNICIAN II                                       | 3  | -3  | 0  |
| MANAGEMENT ANALYST III                                       | 1  | -1  | 0  |
| MISSING PERSONS SPECIALIST                                   | 1  | -1  | 0  |
| OFFICE ASSISTANT II                                          | 1  | -1  | 0  |
| POLICE FINANCIAL/GRANTS MANAGER                              | 1  | -1  | 0  |
| POLICE RECORDS MANAGER                                       | 1  | -1  | 0  |
| POLICE RECORDS TECHNICIAN II                                 | 14 | -14 | 0  |
| POLICE RECORDS TECHNICIAN III                                | 2  | -2  | 0  |
| POLICE WORD PROCESSOR II                                     | 7  | -7  | 0  |



| <u>Department</u>              | <u>Title</u>                      | <u>FY 22/23<br/>Adopted</u> | <u>Proposed<br/>Changes</u> | <u>New<br/>Allocation</u> |
|--------------------------------|-----------------------------------|-----------------------------|-----------------------------|---------------------------|
|                                | PROPERTY & EVIDENCE CUSTODIAN     | 1                           | -1                          | 0                         |
|                                | PROPERTY & EVIDENCE TECH II       | 5                           | -5                          | 0                         |
|                                | SEX REGISTRANT SPECIALIST         | 1                           | -1                          | 0                         |
|                                | SR. TRAFFIC SERVICE ASST          | 1                           | -1                          | 0                         |
|                                | SUPERVISING ANIMAL SAFETY OFFICER | 1                           | -1                          | 0                         |
|                                | TRAFFIC SERVICE ASST II           | 14                          | -14                         | 0                         |
| <b>POLICE DEPARTMENT TOTAL</b> |                                   | <b>82</b>                   | <b>0</b>                    | <b>82</b>                 |

**PUBLIC WORKS**

**ENVIRONMENTAL RESOURCES**

|                                                        |    |     |    |
|--------------------------------------------------------|----|-----|----|
| ADMINISTRATIVE SERVICES ADMINISTRATOR/SUPERVISOR       | 0  | 3   | 3  |
| ADMINISTRATIVE SERVICES ANALYST                        | 0  | 1   | 1  |
| ADMINISTRATIVE SERVICES ANALYST, SENIOR                | 0  | 1   | 1  |
| ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR | 0  | 3   | 3  |
| ADMINISTRATIVE SERVICES SPECIALIST                     | 0  | 1   | 1  |
| ADMINISTRATIVE SERVICES SPECIALIST, SENIOR             | 0  | 1   | 1  |
| ADMINISTRATIVE SERVICES TECHNICIAN                     | 0  | 1   | 1  |
| ADMINISTRATIVE SERVICES TECHNICIAN, SENIOR             | 0  | 18  | 18 |
| ELECTRICIAN                                            | 0  | 1   | 1  |
| FLEET SERVICES MECHANIC                                | 0  | 3   | 3  |
| MAINTENANCE & OPERATIONS MANAGER                       | 0  | 1   | 1  |
| MAINTENANCE & OPERATIONS SUPERINTENDENT                | 0  | 2   | 2  |
| MAINTENANCE CREW SUPERVISOR                            | 0  | 7   | 7  |
| MAINTENANCE SPECIALIST                                 | 0  | 14  | 14 |
| MAINTENANCE SPECIALIST, SENIOR                         | 0  | 5   | 5  |
| MAINTENANCE TECHNICIAN                                 | 0  | 25  | 25 |
| MAINTENANCE TECHNICIAN, SENIOR                         | 0  | 66  | 66 |
| MAINTENANCE WORKER                                     | 0  | 26  | 26 |
| ACCOUNT CLERK III                                      | 4  | -4  | 0  |
| ACCOUNTING TECHNICIAN                                  | 1  | -1  | 0  |
| ADMINISTRATIVE ASSISTANT                               | 1  | -1  | 0  |
| ADMINISTRATIVE SECRETARY III                           | 1  | -1  | 0  |
| ADMINISTRATIVE TECHNICIAN                              | 1  | -1  | 0  |
| CALL CENTER MANAGER                                    | 1  | -1  | 0  |
| CHIEF OF COLLECTIONS                                   | 1  | -1  | 0  |
| CONTAINER SERVICE WORKER                               | 2  | -2  | 0  |
| CUSTOMER SERVICE REP I                                 | 2  | -2  | 0  |
| CUSTOMER SERVICE REP II                                | 13 | -13 | 0  |
| ENVIRONMENTAL RESOURCES SUPV                           | 7  | -7  | 0  |
| ENVIRON RESOURCES DIVISION MANAGER                     | 1  | -1  | 0  |
| EQUIPMENT OPERATOR                                     | 12 | -12 | 0  |
| HEALTH, SAFETY & TRAINING OFFICER                      | 1  | -1  | 0  |
| MAINTENANCE WORKER TRAINEE                             | 24 | -24 | 0  |
| MANAGEMENT ANALYST III                                 | 1  | -1  | 0  |
| MRF DISPATCHER                                         | 1  | -1  | 0  |
| MRF MANAGER                                            | 1  | -1  | 0  |
| MRF MACHINERY OPERATOR                                 | 3  | -3  | 0  |
| MRF MECHANIC                                           | 3  | -3  | 0  |
| OFFICE ASSISTANT II                                    | 1  | -1  | 0  |
| OUTREACH/EDUCATION SPECIALIST                          | 1  | -1  | 0  |
| RECYCLING MANAGER                                      | 1  | -1  | 0  |
| ROUTE CHECKER                                          | 5  | -5  | 0  |
| SOLID WASTE EQUIP OPER II                              | 49 | -49 | 0  |
| SOLID WASTE TRANS OPERATOR                             | 14 | -14 | 0  |
| SORTER                                                 | 26 | -26 | 0  |
| TREATMENT PLANT ELECTRICIAN                            | 1  | -1  | 0  |

| <u>Department</u>                            | <u>Title</u>                                           | <u>FY 22/23<br/>Adopted</u> | <u>Proposed<br/>Changes</u> | <u>New<br/>Allocation</u> |
|----------------------------------------------|--------------------------------------------------------|-----------------------------|-----------------------------|---------------------------|
| <b>ENVIRONMENTAL RESOURCE TOTAL</b>          |                                                        | 179                         | 0                           | 179                       |
| <b>FACILITIES MAINTENANCE SERVICES</b>       |                                                        |                             |                             |                           |
|                                              | ADMINISTRATIVE SERVICES ANALYST                        | 0                           | 1                           | 1                         |
|                                              | ELECTRICIAN                                            | 0                           | 2                           | 2                         |
|                                              | HVAC MECHANIC                                          | 0                           | 2                           | 2                         |
|                                              | MAINTENANCE CREW SUPERVISOR                            | 0                           | 2                           | 2                         |
|                                              | MAINTENANCE & OPERATIONS SUPERINTENDENT                | 0                           | 1                           | 1                         |
|                                              | MAINTENANCE SPECIALIST                                 | 0                           | 9                           | 9                         |
|                                              | MAINTENANCE SPECIALIST, SENIOR                         | 0                           | 2                           | 2                         |
|                                              | MAINTENANCE TECHNICIAN                                 | 0                           | 2                           | 2                         |
|                                              | MAINTENANCE WORKER                                     | 0                           | 11                          | 11                        |
|                                              | CUSTODIAL SUPERVISOR                                   | 1                           | -1                          | 0                         |
|                                              | CUSTODIAN                                              | 11                          | -11                         | 0                         |
|                                              | SR. CUSTODIAN                                          | 2                           | -2                          | 0                         |
|                                              | FAC MAINT WORKER II                                    | 6                           | -6                          | 0                         |
|                                              | FACILITIES SUPERVISOR                                  | 1                           | -1                          | 0                         |
|                                              | FINANCIAL ANALYST II                                   | 1                           | -1                          | 0                         |
|                                              | HVAC TECHNICIAN                                        | 2                           | -2                          | 0                         |
|                                              | MAINTENANCE CARPENTER                                  | 2                           | -2                          | 0                         |
|                                              | MAINTENANCE ELECTRICIAN                                | 2                           | -2                          | 0                         |
|                                              | MAINTENANCE PLUMBER                                    | 1                           | -1                          | 0                         |
|                                              | MAINTENANCE SERVICES MANAGER                           | 1                           | -1                          | 0                         |
|                                              | SR. FACILITIES MAINTENANCE WORKER                      | 2                           | -2                          | 0                         |
| <b>FACILITIES MAINTENANCE SERVICES TOTAL</b> |                                                        | 32                          | 0                           | 32                        |
| <b>FLEET SERVICES OPERATION</b>              |                                                        |                             |                             |                           |
|                                              | ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR | 0                           | 1                           | 1                         |
|                                              | ADMINISTRATIVE SERVICES TECHNICIAN                     | 0                           | 1                           | 1                         |
|                                              | FLEET SERVICES MECHANIC                                | 0                           | 15                          | 15                        |
|                                              | FLEET SERVICES MECHANIC, SENIOR                        | 0                           | 4                           | 4                         |
|                                              | FLEET SERVICES TECHNICIAN                              | 0                           | 1                           | 1                         |
|                                              | FLEET SERVICES WORKER                                  | 0                           | 1                           | 1                         |
|                                              | MAINTENANCE & OPERATIONS SUPERINTENDENT                | 0                           | 1                           | 1                         |
|                                              | ADMINISTRATIVE TECHNICIAN                              | 1                           | -1                          | 0                         |
|                                              | ACCOUNT CLERK II                                       | 1                           | -1                          | 0                         |
|                                              | FLEET SERVICES MAINT WORKER                            | 1                           | -1                          | 0                         |
|                                              | FLEET SERVICES MANAGER                                 | 1                           | -1                          | 0                         |
|                                              | FLEET SERVICES MECHANIC I                              | 6                           | -6                          | 0                         |
|                                              | FLEET SERVICES MECHANIC II                             | 9                           | -9                          | 0                         |
|                                              | SR. FLEET SERVICES MECHANIC                            | 4                           | -4                          | 0                         |
|                                              | TIRE REPAIRER                                          | 1                           | -1                          | 0                         |
| <b>FLEET SERVICES OPERATION TOTAL</b>        |                                                        | 24                          | 0                           | 24                        |
| <b>MAINTENANCE SERVICES</b>                  |                                                        |                             |                             |                           |
|                                              | ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR | 0                           | 2                           | 2                         |
|                                              | ADMINISTRATIVE SERVICES SPECIALIST                     | 0                           | 1                           | 1                         |
|                                              | ADMINISTRATIVE SERVICES TECHNICIAN, SENIOR             | 0                           | 2                           | 2                         |
|                                              | MAINTENANCE & OPERATIONS SUPERINTENDENT                | 0                           | 2                           | 2                         |
|                                              | MAINTENANCE CREW SUPERVISOR                            | 0                           | 4                           | 4                         |
|                                              | MAINTENANCE SPECIALIST, SENIOR                         | 0                           | 6                           | 6                         |
|                                              | MAINTENANCE TECHNICIAN                                 | 0                           | 33                          | 33                        |
|                                              | MAINTENANCE TECHNICIAN, SENIOR                         | 0                           | 20                          | 20                        |
|                                              | PUBLIC SAFETY INVESTIGATIVE SPECIALIST                 | 0                           | 1                           | 1                         |
|                                              | ADMINISTRATIVE ASSISTANT                               | 1                           | -1                          | 0                         |
|                                              | ADMINISTRATIVE SECRETARY II                            | 1                           | -1                          | 0                         |

| <u>Department</u>                        | <u>Title</u>                                           | <u>FY 22/23<br/>Adopted</u> | <u>Proposed<br/>Changes</u> | <u>New<br/>Allocation</u> |
|------------------------------------------|--------------------------------------------------------|-----------------------------|-----------------------------|---------------------------|
|                                          | ADMINISTRATIVE TECHNICIAN                              | 1                           | -1                          | 0                         |
|                                          | EQUIPMENT OPERATOR                                     | 5                           | -5                          | 0                         |
|                                          | GRAFFITI ACTION COORDINATOR                            | 1                           | -1                          | 0                         |
|                                          | GROUNDWORKER I                                         | 26                          | -26                         | 0                         |
|                                          | GROUNDWORKER II                                        | 7                           | -7                          | 0                         |
|                                          | MAINTENANCE PLUMBER                                    | 1                           | -1                          | 0                         |
|                                          | OFFICE ASSISTANT II                                    | 2                           | -2                          | 0                         |
|                                          | PARKS MAINTENANCE SUPERVISOR                           | 3                           | -3                          | 0                         |
|                                          | PARKS MANAGER                                          | 1                           | -1                          | 0                         |
|                                          | SR. GROUNDWORKER                                       | 3                           | -3                          | 0                         |
|                                          | SR. STREET MAINT WORKER                                | 4                           | -4                          | 0                         |
|                                          | SR. TREE TRIMMER                                       | 1                           | -1                          | 0                         |
|                                          | STREET MAINT SUPERVISOR                                | 1                           | -1                          | 0                         |
|                                          | STREET MAINT WKR I                                     | 5                           | -5                          | 0                         |
|                                          | STREET MAINT WKR II                                    | 3                           | -3                          | 0                         |
|                                          | STREETS MANAGER                                        | 1                           | -1                          | 0                         |
|                                          | TRAFFIC SAFETY MAINT WKR                               | 2                           | -2                          | 0                         |
|                                          | TREE TRIMMER I                                         | 1                           | -1                          | 0                         |
|                                          | TREE TRIMMER II                                        | 1                           | -1                          | 0                         |
| <b>MAINTENANCE SERVICES TOTAL</b>        |                                                        | <b>71</b>                   | <b>0</b>                    | <b>71</b>                 |
| <b>PUBLIC WORKS ADMINISTRATION</b>       |                                                        |                             |                             |                           |
|                                          | ADMINISTRATIVE SERVICES ADMINISTRATOR/SUPERVISOR       | 0                           | 1                           | 1                         |
|                                          | ADMINISTRATIVE SERVICES ANALYST                        | 0                           | 2                           | 2                         |
|                                          | ADMINISTRATIVE SERVICES ANALYST, SENIOR                | 0                           | 3                           | 3                         |
|                                          | ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR | 0                           | 3                           | 3                         |
|                                          | ADMINISTRATIVE SERVICES MANAGER                        | 0                           | 1                           | 1                         |
|                                          | ADMINISTRATIVE SERVICES TECHNICIAN, SENIOR             | 0                           | 2.5                         | 2.5                       |
|                                          | ASSISTANT DEPARTMENT DIRECTOR II                       | 0                           | 2                           | 2                         |
|                                          | ASSISTANT DIRECTOR OF UTILITIES                        | 0                           | 1                           | 1                         |
|                                          | DEPARTMENT DIRECTOR III                                | 0                           | 1                           | 1                         |
|                                          | ACCOUNT CLERK II                                       | 2.5                         | -2.5                        | 0                         |
|                                          | ADMINISTRATIVE LEGAL ASSISTANT (C)                     | 1                           | -1                          | 0                         |
|                                          | ADMINISTRATIVE SERVICES MANAGER                        | 1                           | -1                          | 0                         |
|                                          | ADMINISTRATIVE TECHNICIAN                              | 2                           | -2                          | 0                         |
|                                          | ASSISTANT DIRECTOR PUBLIC WORKS                        | 3                           | -3                          | 0                         |
|                                          | FINANCIAL ANALYST I                                    | 1                           | -1                          | 0                         |
|                                          | GRANTS COORDINATOR                                     | 1                           | -1                          | 0                         |
|                                          | MANAGEMENT ANALYST II                                  | 1                           | -1                          | 0                         |
|                                          | MANAGEMENT ANALYST III                                 | 1                           | -1                          | 0                         |
|                                          | PROJECT MANAGER (ASSET/INVENTORY SPEC.)                | 1                           | -1                          | 0                         |
|                                          | PUBLIC WORKS DIRECTOR                                  | 1                           | -1                          | 0                         |
|                                          | UTILITIES FINANCE OFFICER                              | 1                           | -1                          | 0                         |
| <b>PUBLIC WORKS ADMINISTRATION TOTAL</b> |                                                        | <b>16.5</b>                 | <b>0</b>                    | <b>16.5</b>               |
| <b>SPECIAL DISTRICTS</b>                 |                                                        |                             |                             |                           |
|                                          | ADMINISTRATIVE SERVICES ANALYST                        | 0                           | 1                           | 1                         |
|                                          | ADMINISTRATIVE SERVICES ANALYST, SENIOR                | 0                           | 3                           | 3                         |
|                                          | ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR | 0                           | 1                           | 1                         |
|                                          | CODE COMPLIANCE INSPECTOR                              | 0                           | 3                           | 3                         |
|                                          | MAINTENANCE TECHNICIAN                                 | 0                           | 1                           | 1                         |
|                                          | ADMINISTRATIVE TECHNICIAN                              | 1                           | -1                          | 0                         |
|                                          | GROUNDWORKER II                                        | 1                           | -1                          | 0                         |
|                                          | LANDSCAPE INSPECTOR II                                 | 3                           | -3                          | 0                         |
|                                          | MANAGEMENT ANALYST II                                  | 1                           | -1                          | 0                         |

| <u>Department</u>                                   | <u>Title</u>                                           | <u>FY 22/23<br/>Adopted</u> | <u>Proposed<br/>Changes</u> | <u>New<br/>Allocation</u> |
|-----------------------------------------------------|--------------------------------------------------------|-----------------------------|-----------------------------|---------------------------|
|                                                     | PROJECT MANAGER                                        | 3                           | -3                          | 0                         |
| <b>SPECIAL DISTRICTS TOTAL</b>                      |                                                        | 9                           | 0                           | 9                         |
| <b>ENGINEERING &amp; MAINTENANCE SERVICES</b>       |                                                        |                             |                             |                           |
|                                                     | ADMINISTRATIVE SERVICES ANALYST                        | 0                           | 2                           | 2                         |
|                                                     | ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR | 0                           | 2                           | 2                         |
|                                                     | ADMINISTRATIVE SERVICES TECHNICIAN                     | 0                           | 1                           | 1                         |
|                                                     | ASSISTANT ENGINEER                                     | 0                           | 2                           | 2                         |
|                                                     | ASSOCIATE ENGINEER                                     | 0                           | 2                           | 2                         |
|                                                     | BUILDING/CONSTRUCTION INSPECTOR                        | 0                           | 4                           | 4                         |
|                                                     | BUILDING/CONSTRUCTION INSPECTOR, SENIOR                | 0                           | 1                           | 1                         |
|                                                     | CONSTRUCTION PROJECT MANAGER                           | 0                           | 8                           | 8                         |
|                                                     | CONSTRUCTION PROJECT MANAGER, SENIOR                   | 0                           | 3                           | 3                         |
|                                                     | ENGINEER DIVISION MANAGER                              | 0                           | 3                           | 3                         |
|                                                     | ENGINEERING TECHNICIAN                                 | 0                           | 4                           | 4                         |
|                                                     | ENGINEERING TECHNICIAN SUPERVISOR                      | 0                           | 1                           | 1                         |
|                                                     | SENIOR ENGINEER                                        | 0                           | 3                           | 3                         |
|                                                     | ADMINISTRATIVE TECHNICIAN                              | 2                           | -2                          | 0                         |
|                                                     | ASSISTANT CIVIL ENGINEER                               | 2                           | -2                          | 0                         |
|                                                     | CONSTRUCTION INSPECTOR I                               | 1                           | -1                          | 0                         |
|                                                     | CONSTRUCTION INSPECTOR II                              | 3                           | -3                          | 0                         |
|                                                     | CONSTRUCTION PROJECT COORDINATOR                       | 3                           | -3                          | 0                         |
|                                                     | ENGINEERING TECHNICIAN II                              | 1                           | -1                          | 0                         |
|                                                     | JUNIOR CIVIL ENGINEER                                  | 2                           | -2                          | 0                         |
|                                                     | MANAGEMENT ANALYST I                                   | 1                           | -1                          | 0                         |
|                                                     | MANAGEMENT ANALYST II                                  | 1                           | -1                          | 0                         |
|                                                     | OFFICE ASSISTANT II                                    | 1                           | -1                          | 0                         |
|                                                     | PROJECT MANAGER                                        | 8                           | -8                          | 0                         |
|                                                     | SENIOR PROJECT MANAGER                                 | 3                           | -3                          | 0                         |
|                                                     | SR. CIVIL ENGINEER                                     | 3                           | -3                          | 0                         |
|                                                     | SR. CONSTRUCTION INSPECTOR                             | 1                           | -1                          | 0                         |
|                                                     | SR. ENGR TECH/SURVEY CHIEF                             | 1                           | -1                          | 0                         |
|                                                     | SUPERVISING CIVIL ENGINEER                             | 3                           | -3                          | 0                         |
| <b>ENGINEERING &amp; MAINTENANCE SERVICES TOTAL</b> |                                                        | 36                          | 0                           | 36                        |
| <b>TRAFFIC ENGINEERING</b>                          |                                                        |                             |                             |                           |
|                                                     | ADMINISTRATIVE SERVICES ADMINISTRATOR/SUPERVISOR       | 0                           | 1                           | 1                         |
|                                                     | ASSOCIATE ENGINEER                                     | 0                           | 3                           | 3                         |
|                                                     | ENGINEER DIVISION MANAGER                              | 0                           | 1                           | 1                         |
|                                                     | ENGINEERING TECHNICIAN                                 | 0                           | 1                           | 1                         |
|                                                     | MAINTENANCE SPECIALIST                                 | 0                           | 2                           | 2                         |
|                                                     | MAINTENANCE SPECIALIST, SENIOR                         | 0                           | 1                           | 1                         |
|                                                     | SENIOR ENGINEER                                        | 0                           | 1                           | 1                         |
|                                                     | ASSISTANT TRAFFIC ENGINEER                             | 2                           | -2                          | 0                         |
|                                                     | ASSOCIATE TRAFFIC ENGINEER                             | 1                           | -1                          | 0                         |
|                                                     | ENGINEERING TECH II                                    | 1                           | -1                          | 0                         |
|                                                     | SUPERVISING CIVIL ENGINEER                             | 1                           | -1                          | 0                         |
|                                                     | TRAFFIC ENGINEER                                       | 1                           | -1                          | 0                         |
|                                                     | TRAFFIC SIGNAL REPAIRER I                              | 1                           | -1                          | 0                         |
|                                                     | TRAFFIC SIGNAL REPAIRER II                             | 1                           | -1                          | 0                         |
|                                                     | TRAFFIC SIGNAL TECHNICIAN                              | 1                           | -1                          | 0                         |
|                                                     | TRANSPORTATION PLANNER                                 | 1                           | -1                          | 0                         |
| <b>TRAFFIC ENGINEERING TOTAL</b>                    |                                                        | 10                          | 0                           | 10                        |
| <b>WATER OPERATION</b>                              |                                                        |                             |                             |                           |
|                                                     | ADMINISTRATIVE SERVICES ANALYST                        | 0                           | 3                           | 3                         |

| <u>Department</u>            | <u>Title</u>                                           | <u>FY 22/23<br/>Adopted</u> | <u>Proposed<br/>Changes</u> | <u>New<br/>Allocation</u> |
|------------------------------|--------------------------------------------------------|-----------------------------|-----------------------------|---------------------------|
|                              | ADMINISTRATIVE SERVICES ANALYST, SENIOR                | 0                           | 1                           | 1                         |
|                              | ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR | 0                           | 2                           | 2                         |
|                              | ADMINISTRATIVE SERVICES SPECIALIST                     | 0                           | 1                           | 1                         |
|                              | CHIEF PLANT OPERATOR                                   | 0                           | 2                           | 2                         |
|                              | MAINTENANCE & OPERATIONS SUPERINTENDENT                | 0                           | 1                           | 1                         |
|                              | MAINTENANCE TECHNICIAN                                 | 0                           | 1                           | 1                         |
|                              | PLANT MAINTENANCE SPECIALIST                           | 0                           | 1                           | 1                         |
|                              | PLANT MAINTENANCE SPECIALIST, SENIOR                   | 0                           | 1                           | 1                         |
|                              | PLANT OPERATIONS MANAGER                               | 0                           | 1                           | 1                         |
|                              | PLANT OPERATIONS SHIFT COORDINATOR                     | 0                           | 3                           | 3                         |
|                              | PLANT OPERATOR, PRINCIPAL                              | 0                           | 3                           | 3                         |
|                              | PLANT OPERATOR, SENIOR                                 | 0                           | 2                           | 2                         |
|                              | PLANT OPERATOR TRAINEE                                 | 0                           | 1                           | 1                         |
|                              | UTILITIES FIELD SPECIALIST                             | 0                           | 1                           | 1                         |
|                              | UTILITIES FIELD SUPERVISOR                             | 0                           | 4                           | 4                         |
|                              | UTILITIES FIELD TECHNICIAN                             | 0                           | 6                           | 6                         |
|                              | UTILITIES FIELD TECHNICIAN, SENIOR                     | 0                           | 21                          | 21                        |
|                              | UTILITIES MANAGER                                      | 0                           | 1                           | 1                         |
|                              | UTILITIES TECHNICAL SERVICES COORDINATOR               | 0                           | 1                           | 1                         |
|                              | UTILITIES TECHNICAL SERVICES MANAGER                   | 0                           | 1                           | 1                         |
|                              | UTILITIES TECHNICAL SERVICES SPECIALIST, SENIOR        | 0                           | 3                           | 3                         |
|                              | ADMINISTRATIVE ASSISTANT                               | 1                           | -1                          | 0                         |
|                              | ADMINISTRATIVE SECRETARY III                           | 1                           | -1                          | 0                         |
|                              | CHIEF OPERATOR                                         | 2                           | -2                          | 0                         |
|                              | ELECTRICIAN/INSTRUMENTATION TECH                       | 1                           | -1                          | 0                         |
|                              | MAINTENANCE WORKER TRAINEE                             | 1                           | -1                          | 0                         |
|                              | MANAGEMENT ANALYST II                                  | 1                           | -1                          | 0                         |
|                              | METER READER                                           | 6                           | -6                          | 0                         |
|                              | METER REPAIR WORKER                                    | 3                           | -3                          | 0                         |
|                              | OUTREACH/EDUCATION SPECIALIST                          | 1                           | -1                          | 0                         |
|                              | SCADA/PROGRAMS SUPERVISOR                              | 1                           | -1                          | 0                         |
|                              | SR. BACKFLOW SPECIALIST                                | 1                           | -1                          | 0                         |
|                              | SR. METER READER                                       | 1                           | -1                          | 0                         |
|                              | SR. METER REPAIRER WORKER                              | 1                           | -1                          | 0                         |
|                              | SR. WATER DISTRIBUTION OPERATOR                        | 4                           | -4                          | 0                         |
|                              | SR. WATER MECHANIC                                     | 1                           | -1                          | 0                         |
|                              | SR. WATER TREATMENT OPERATOR                           | 3                           | -3                          | 0                         |
|                              | WATER CONSERV/OUTREACH COORDINATOR                     | 1                           | -1                          | 0                         |
|                              | WATER CONSERV/OUTREACH SUPERVISOR                      | 1                           | -1                          | 0                         |
|                              | WATER CONSERV/OUTREACH TECH                            | 1                           | -1                          | 0                         |
|                              | WATER DISTRIBUTION OPERATOR I                          | 11                          | -11                         | 0                         |
|                              | WATER DISTRIBUTION OPERATOR II                         | 6                           | -6                          | 0                         |
|                              | WATER DIVISION MANAGER                                 | 1                           | -1                          | 0                         |
|                              | WATER OPERATOR IN TRAINING                             | 1                           | -1                          | 0                         |
|                              | WATER OPERATORS MANAGER/CHIEF OPERATOR                 | 1                           | -1                          | 0                         |
|                              | WATER REGULATORY COMPL COORD                           | 1                           | -1                          | 0                         |
|                              | WATER REGULATORY COMPL TECH II                         | 2                           | -2                          | 0                         |
|                              | WATER RESOURCE MANAGER                                 | 1                           | -1                          | 0                         |
|                              | WATER TREATMENT OPERATOR II                            | 2                           | -2                          | 0                         |
|                              | WATER TREATMENT OPERATOR III                           | 3                           | -3                          | 0                         |
| <b>WATER OPERATION TOTAL</b> |                                                        | <b>61</b>                   | <b>0</b>                    | <b>61</b>                 |
| <b>RECYCLE WATER</b>         |                                                        |                             |                             |                           |
|                              | ADMINISTRATIVE SERVICES SPECIALIST                     | 0                           | 1                           | 1                         |
|                              | ELECTRICIAN                                            | 0                           | 1                           | 1                         |
|                              | PLANT MAINTENANCE SPECIALIST, SENIOR                   | 0                           | 1                           | 1                         |

| <u>Department</u>                  | <u>Title</u>                             | <u>FY 22/23<br/>Adopted</u> | <u>Proposed<br/>Changes</u> | <u>New<br/>Allocation</u> |
|------------------------------------|------------------------------------------|-----------------------------|-----------------------------|---------------------------|
|                                    | PLANT OPERATIONS MANAGER                 | 0                           | 1                           | 1                         |
|                                    | PLANT OPERATIONS SHIFT COORDINATOR       | 0                           | 1                           | 1                         |
|                                    | PLANT OPERATOR, PRINCIPAL                | 0                           | 4                           | 4                         |
|                                    | ADMINISTRATIVE SECRETARY III             | 1                           | -1                          | 0                         |
|                                    | ADVANCED WATER TREATMENT OP III          | 4                           | -4                          | 0                         |
|                                    | CHIEF PLANT OPERATOR                     | 1                           | -1                          | 0                         |
|                                    | SR. ADVANCED WATER TREATMENT OPERATOR    | 1                           | -1                          | 0                         |
|                                    | SR. ADVANCED WATER TREATMENT MECHANIC    | 1                           | -1                          | 0                         |
|                                    | TREATMENT PLANT ELECTRICIAN              | 1                           | -1                          | 0                         |
| <b>RECYCLE WATER TOTAL</b>         |                                          | 9                           | 0                           | 9                         |
| <b>STORM WATER</b>                 |                                          |                             |                             |                           |
|                                    | UTILITIES FIELD TECHNICIAN, SENIOR       | 0                           | 1                           | 1                         |
|                                    | UTILITIES TECHNICAL SERVICES ANALYST     | 0                           | 1                           | 1                         |
|                                    | UTILITIES TECHNICAL SERVICES COORDINATOR | 0                           | 1                           | 1                         |
|                                    | UTILITIES TECHNICAL SERVICES MANAGER     | 0                           | 1                           | 1                         |
|                                    | SR. WASTEWATER ENVIR SPECIALIST          | 1                           | -1                          | 0                         |
|                                    | TECHNICAL SVCS/WTR QUALITY MGR           | 1                           | -1                          | 0                         |
|                                    | WASTEWATER COLLECT OPERATOR II           | 1                           | -1                          | 0                         |
|                                    | WASTEWATER ENVIRONMENTAL SPEC            | 1                           | -1                          | 0                         |
| <b>STORM WATER TOTAL</b>           |                                          | 4                           | 0                           | 4                         |
| <b>WASTEWATER COLLECTION</b>       |                                          |                             |                             |                           |
|                                    | ADMINISTRATIVE SERVICES ANALYST          | 0                           | 1                           | 1                         |
|                                    | PLANT MAINTENANCE SUPERINTENDENT         | 0                           | 1                           | 1                         |
|                                    | UTILITIES FIELD SUPERINTENDENT           | 0                           | 1                           | 1                         |
|                                    | UTILITIES FIELD SUPERVISOR               | 0                           | 2                           | 2                         |
|                                    | UTILITIES FIELD TECHNICIAN, SENIOR       | 0                           | 7                           | 7                         |
|                                    | UTILITIES TECHNICAL SERVICES ANALYST     | 0                           | 1                           | 1                         |
|                                    | UTILITIES TECHNICAL SERVICES COORDINATOR | 0                           | 7                           | 7                         |
|                                    | MANAGEMENT ANALYST II                    | 1                           | -1                          | 0                         |
|                                    | SR. WASTEWATER COLLECTION OPERATOR       | 2                           | -2                          | 0                         |
|                                    | SR. WASTEWATER ENVIR SPECIALIST          | 1                           | -1                          | 0                         |
|                                    | WASTEWATER COLLECTIONS MANAGER           | 1                           | -1                          | 0                         |
|                                    | WASTEWATER COLLECT OPERATOR II           | 7                           | -7                          | 0                         |
|                                    | WASTEWATER ENVIRONMENTAL SPEC            | 7                           | -7                          | 0                         |
|                                    | WASTEWATER INFRASTRUCTURE MANAGER        | 1                           | -1                          | 0                         |
| <b>WASTEWATER COLLECTION TOTAL</b> |                                          | 20                          | 0                           | 20                        |
| <b>WASTEWATER TREATMENT</b>        |                                          |                             |                             |                           |
|                                    | ADMINISTRATIVE SERVICES SPECIALIST       | 0                           | 2                           | 2                         |
|                                    | ASSOCIATE ENGINEER                       | 0                           | 1                           | 1                         |
|                                    | CHIEF PLANT OPERATOR                     | 0                           | 1                           | 1                         |
|                                    | ELECTRICIAN                              | 0                           | 2                           | 2                         |
|                                    | LABORATORY SCIENTIST MANAGER             | 0                           | 1                           | 1                         |
|                                    | LABORATORY SPECIALIST                    | 0                           | 4                           | 4                         |
|                                    | MAINTENANCE TECHNICIAN                   | 0                           | 2                           | 2                         |
|                                    | PLANT MAINTENANCE SPECIALIST             | 0                           | 13                          | 13                        |
|                                    | PLANT MAINTENANCE SPECIALIST, SENIOR     | 0                           | 3                           | 3                         |
|                                    | PLANT MAINTENANCE SUPERINTENDENT         | 0                           | 1                           | 1                         |
|                                    | PLANT MAINTENANCE SUPERVISOR             | 0                           | 1                           | 1                         |
|                                    | PLANT OPERATIONS MANAGER                 | 0                           | 1                           | 1                         |
|                                    | PLANT OPERATIONS SHIFT COORDINATOR       | 0                           | 4                           | 4                         |
|                                    | PLANT OPERATOR, PRINCIPAL                | 0                           | 6                           | 6                         |
|                                    | PLANT OPERATOR, SENIOR                   | 0                           | 12                          | 12                        |
|                                    | UTILITIES MANAGER                        | 0                           | 1                           | 1                         |

| <u>Department</u>                    | <u>Title</u>                     | <u>FY 22/23<br/>Adopted</u> | <u>Proposed<br/>Changes</u> | <u>New<br/>Allocation</u> |
|--------------------------------------|----------------------------------|-----------------------------|-----------------------------|---------------------------|
|                                      | ADMINISTRATIVE SECRETARY II      | 1                           | -1                          | 0                         |
|                                      | ADMINISTRATIVE SECRETARY III     | 1                           | -1                          | 0                         |
|                                      | ASSISTANT CIVIL ENGINEER         | 1                           | -1                          | 0                         |
|                                      | CHIEF OPERATOR                   | 1                           | -1                          | 0                         |
|                                      | ELECTRICIAN/INSTRUMENTATION TECH | 2                           | -2                          | 0                         |
|                                      | LABORATORY ASSISTANT             | 1                           | -1                          | 0                         |
|                                      | LABORATORY SUPERVISOR            | 1                           | -1                          | 0                         |
|                                      | LABORATORY TECHNICIAN            | 3                           | -3                          | 0                         |
|                                      | MAINTENANCE WORKER TRAINEE       | 2                           | -2                          | 0                         |
|                                      | POWER PROD. OPERATOR II          | 2                           | -2                          | 0                         |
|                                      | SR. WASTEWATER ELECTRICIAN       | 1                           | -1                          | 0                         |
|                                      | SR. WASTEWATER MECHANIC          | 2                           | -2                          | 0                         |
|                                      | SR. WASTEWATER OPERATOR          | 4                           | -4                          | 0                         |
|                                      | TREATMENT PLANT ELECTRICIAN      | 2                           | -2                          | 0                         |
|                                      | WASTEWATER DIVISION MANAGER      | 1                           | -1                          | 0                         |
|                                      | WASTEWATER MAINTENANCE MANAGER   | 1                           | -1                          | 0                         |
|                                      | WASTEWATER MAINTENANCE SUPERV    | 1                           | -1                          | 0                         |
|                                      | WASTEWATER MECHANIC II           | 9                           | -9                          | 0                         |
|                                      | WASTEWATER OPER MGR/CHIEF OPER   | 1                           | -1                          | 0                         |
|                                      | WASTEWATER OPERATOR II           | 12                          | -12                         | 0                         |
|                                      | WASTEWATER OPERATOR III          | 6                           | -6                          | 0                         |
| <b>WASTEWATER TREATMENT TOTAL</b>    |                                  | 55                          | 0                           | 55                        |
| <b>PUBLIC WORKS DEPARTMENT TOTAL</b> |                                  | 526.5                       | 0                           | 526.5                     |
| <b>GRAND TOTAL</b>                   |                                  | 1002.25                     | 0                           | 1002.25                   |



# MEMORANDA OF UNDERSTANDING - OXNARD MID-MANAGERS ASSOCIATION

Presented to: City Council

Steve Naveau, Human Resources Director

Mike More, Human Resources Manager

July 28, 2022

- Purpose
  - To adopt successor Memoranda of Understanding (MOUs) with the Oxnard Mid-Managers Association (OMMA)
  - To adopt resolutions approving the new classification & compensation structure and to modify the position control schedule as it applies to the OMMA unit

- Class and Compensation Study
- Cost of Living Adjustments (COLAs)
- Medical Plan Contributions
- Bargaining-unit specific issues

- **Class and Comp Study**
  - Purpose of the study is to create a broad class system with compensation set using both the external market and internal equity for like type work.
  - The last time such a study was conducted was over 25 years ago
  - Provides the City with ability to ensure that employees are paid based on both internal equity and external market forces in the labor market
- **Cost of Living Adjustments (COLAs)**
  - It has been over seven years since employees' salary ranges have received COLA adjustments.
  - This has hindered the ability to recruit new talent to the organization, as a COLA is a standard component of public sector employee contracts.

## Medical Plan

- Philosophy – The City should contribute money to a medical insurance plan so that coverage is affordable & treat all bargaining groups the same
  - Intent is to provide sufficient dollar to allow employees to cover a family in at least one medical plan option
  - City contribution should keep pace with annual increases to maintain affordability
  - The medical plan should not be used to put cash directly into employee pockets
    - Cash back when electing medical coverage
    - Cash for waiving coverage

## Medical Plan

- The City will establish a two level medical plan whereby Level One may only consist of employees who were employed with the City prior to January 1, 2023.
- All employees hired on or after January 1, 2023 shall only be eligible for the medical benefits described under Level Two.
- **Level One** – The City’s contribution is frozen at this level as well as the “waive” which is what the employee receives for not taking coverage.
- **Level Two** - Employees who begin their employment with the City after January 1, 2023, or current employees who make any changes to their health care plan be placed into the Level Two medical plan.
  - Single, Single plus One, and Family Plan – City contribution change is effective the first full pay period in January of the year specified
  - 2023 – City contribution will increase by \$231 per month to \$1,774
  - 2024 – City contribution will increase by 5% to \$1,863 per month
  - 2025 – City contribution will increase by 5% to \$1,956 per month
  - Employees who waive coverage will receive \$500 cash back
  - Employees who opt for medical coverage receive no cash back

### **COLAs**

- Total of 9% during the term of the MOU
  - 3% FY 22-23
  - 3% FY 23-24
  - 3% FY 24-25

### **Class & Compensation**

- No instant increase
- Employees moved into range and advance through COLAs and annual wage adjustments
- For employees still projected to be below range by the end of the contract term, they will be provided an increase to get to the minimum of the proposed ranges



- Establishment of a Retiree Health Savings Plan (RHS) – The OMMA will eliminate the \$500 per year wellness benefit in exchange for the City making a 1% contribution towards an RHS plan. The RHS plan will provide funds to employees to use in retirement for health-related costs.

- The total estimated cost of this package for OMMA for the upcoming 3-year period is \$2,899,064
  - 11.02% of total compensation / 3.67% per year
  - General Fund impact totals \$1,309,405 over the 3-year term
- CFO estimates that for each fund and department impacted by the contracts, the City's FY 2022-23 adopted budget has sufficient appropriations.
- Bargaining units still actively negotiating may create need for additional appropriations

## FISCAL IMPACT (CONT)

| Bargaining Group          | FY 22-23     | FY 23-24     | FY 24-25     | Total        |
|---------------------------|--------------|--------------|--------------|--------------|
| OMMA                      | \$ 1,111,434 | \$ 869,831   | \$ 917,800   | \$ 2,899,064 |
| <b>Labor Methodology</b>  | \$ 1,111,434 | \$ 869,831   | \$ 917,800   | \$ 2,899,064 |
| % Increase                | 4.23%        | 3.31%        | 3.49%        | 11.02%       |
| <b>Budget Methodology</b> | \$ 1,111,434 | \$ 1,981,264 | \$ 2,899,064 | \$ 5,991,762 |
| % Increase                | 4.23%        | 7.53%        | 11.02%       |              |

- The **Labor Methodology** illustrates the cost increase in each year independently as a percentage of base compensation.
- The **Budget Methodology** compounds the increased cost over the term of the entire contract as a percentage of base compensation.



# QUESTIONS



## CITY COUNCIL AGENDA REPORT

### REPORTS AGENDA ITEM NO. M.4

**DATE:** July 28, 2022

**TO:** City Council, Community Development Commission Successor Agency, and Oxnard Housing Authority

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

**SUBJECT:** Reconsideration of Successor Agency and Oxnard Housing Authority Properties in the Meta Street Area. (0/10/10)

### RECOMMENDATION

1. That the Board of Commissioners of the Housing Authority of the City of Oxnard upholds their October 5, 2021, decision to enter into a Purchase and Sale Agreement with the Oxnard Community Development Commission Successor Agency for property located on 6th and 7th streets adjacent to Meta Street (APNs 201-0-213-140, 201-0-272-030, 201-0-272-020, and 201-0-213-130).
2. That the Oxnard Community Development Commission Successor Agency:
  - i. Upholds their October 5, 2021, decision to enter into a Purchase and Sale Agreement with the Housing Authority of the City of Oxnard for property located on 6th and 7th streets adjacent to Meta Street (APNs 201-0-213-140, 201-0-272-030, 201-0-272-020, and 201-0-213-130);
  - ii. If the October 5, 2021 decision is not upheld, provide direction to staff to return to Committee to consider the parcels as either:
    - a. "Exempt Surplus Land" subject to the agency's use and transfer ownership to the City of Oxnard in exchange for the price identified on the Long Range Property Management Plan; or
    - b. "Surplus Land" subject to future affordable housing construction through the California Department of Housing and Community Development.
  - iii. Provide direction to staff to return to Committee to consider two (2) Successor Agency-owned properties (APNs 201-0-272-170, 201-0-272-200) as either:
    - a. "Exempt Surplus Land" subject to the agency's use and transfer ownership to the City of Oxnard in exchange for the price identified on the Long Range Property Management Plan; or
    - b. "Surplus Land" subject to future affordable housing construction through the California Department of Housing and Community Development.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/Mytm7IQqo10>

### BACKGROUND

#### Executive Summary

On October 5, 2021, staff presented the Successor Agency and the Board of Directors of the Oxnard Housing Authority (OHA) with a Purchase and Sale Agreement (PSA) for the sale of four Oxnard Community Development Commission Successor Agency (Successor Agency) owned properties (collectively, the Properties) for affordable housing purposes, which was approved 7-0. At the meeting, questions were raised about options for these four Successor Agency-owned

properties. The responses provided to the Successor Agency were incomplete and incorrect. At that meeting, staff presented that the only options were:

1. Move forward with the PSA between OHA and Successor Agency for the development of affordable housing for four of the six parcels; or
2. Allow the Exclusive Negotiating Agreement (ENA) to expire, which would mean the parcels would be subject to the Surplus Land Act and development of affordable housing through the California Department of Housing and Community Development (HCD).

During the meeting, questions were raised about options available for the disposition of two other Successor Agency-owned properties that were not part of the October 5, 2021, subject action (APNs 201-0-272-170 and 201-0-272-200 (the Additional Properties)). The response provided to the Successor Agency was incomplete and incorrect. At that meeting, staff presented that the only option was to declare the Additional Properties as surplus public land, subject to future affordable housing construction through the HCD.

That information was incomplete as the Successor Agency could also choose to declare these two properties as exempt surplus land, subject to the agency's (City) use for open space and recreational purposes. See additional information in the Surplus Land Act section of this report.

This report will provide information and context on the Successor Agency-owned parcels, including the Surplus Land Act, Housing Related Parks Program Grant Agreement & Measure O & Housing Element, the Purchase and Sale Agreement between OHA and the Successor Agency for the Properties, the Additional Properties, Oxnard Parks and Recreation Master Plan, Downtown Code, Parks, Recreation, and Community Services Commission recommendation, and Quimby funds.

Despite the incorrect and incomplete information, staff recommends that the Successor Agency and OHA uphold their October 5, 2021 decision to enter into a PSA between the two agencies, ensuring additional units of affordable housing in the City.

### Surplus Land Act

Assembly Bill 1486 (the "Law") requires a local agency to annually report on surplus land held by the local agency. The intent of this legislation was, among other things, to improve the process for providing notice of surplus land to facilitate the development of affordable housing around the State. The Law requires that any land owned in fee simple "not necessary for the "agency use" be declared surplus prior to disposition of the land. "Agency's use" is defined in the Law as land that is used or planned to be used for the agency's work or operations. As defined in the Law, "agency use" expressly excludes commercial or industrial uses, such as non-government retail, entertainment, or office development. Land for open space or recreational purposes would be considered "agency's use." Exempt surplus land can mean properties less than five thousand (5,000) square feet in area or properties transferred from one agency to another for that "agency's use."

If an agency disposes of land to finance such a project or activity, that disposition must go through the surplus land process under the Law. Most recently, the Council declared 53 parcels surplus at their February 1, 2022 meeting.

### Housing Related Parks Program Grant Agreement & Measure O & Housing Element

On November 14, 2017, the City Council authorized an agreement with HCD for grant funds to fund park facility improvements. As part of that report, there was a request from the Parks, Recreation, and Community Services Commission (PRCSC) to purchase land within the Five Points neighborhood, specifically property located at Seventh Street and Meta Street. Staff opposed the inclusion of these parcels due to their size, private ownership, development potential for affordable housing, and lack of budgets to maintain parks. These are the parcels that were part of the October 5, 2021, action authorizing a purchase and sale agreement for the development of affordable housing.

Despite staff's recommendation, ultimately in 2017, the Council authorized \$278,000 in Measure O funding for the "possible purchase of this property understanding that this Affordable Housing Opportunity Site will need to identify a replacement site and denote replacement units in 2018 before the current site can be used for a park." These parcels

(APNs 201-0-272-030 and 201-0-272-020) were subject to the October 5, 2021, action and were designated in both the 5th and 6th cycle Housing Elements for affordable housing.

In January 2020, the Measure O Citizen Oversight Committee recommended that the funding allocated for the land acquisition in the Five Points Neighborhood for a park be removed. On February 18, 2020, the City Council took action to remove funding for the acquisition of land.

#### Purchase and Sale Agreement between OHA and the Successor Agency

On November 17, 2020, the Successor Agency authorized its Executive Director to enter into an ENA by executing Agreement No. A-8247 with the OHA for the Properties to construct affordable housing.

On December 17, 2020, with the Department Of Finance's approval, the Successor Agency entered into the ENA with the OHA to negotiate the terms of a PSA for the Properties.

On September 14, 2021, the Community Services, Public Safety, Housing & Development Committee recommended the approval of the PSA. On October 5, 2021, staff presented the Successor Agency and the Board of Commissioners of the OHA with a PSA between the Successor Agency and the OHA for the sale of the Properties located in the Meta area of Downtown Oxnard for affordable housing purposes (Attachment 1). The Successor Agency and the OHA both approved the PSA.

Staff recommends that the Successor Agency and OHA uphold their prior decision to enter into a PSA between the two agencies, ensuring the development of additional affordable housing units in the City.

If the action is upheld, the Housing Department and OHA staff will return to the City Council and the Housing Authority Board of Commissioners prior to the required December 29, 2022 deadline to satisfy all escrow conditions, as stated in the PSA, for authorization to execute a Grant Agreement between the City and the OHA, with the use of local or federal funds, to purchase the Properties.

#### Additional Successor Agency Properties (APNs 201-0-272-170, 201-0-272-200)

As stated earlier, on October 5, 2021, staff provided incomplete and incorrect information regarding the Additional Properties properties that the Successor Agency owns (Attachment 2). The Successor Agency actually has two options:

1. Declare either or both of the parcels as "exempt surplus," as defined earlier in this report which allows for "agency use" such as open space and recreational use; or
2. Declare either or both of the parcels as surplus and offer them through HCD to developers for development, with a priority for affordable housing.

These options have a variety of factors and different financial implications, which could be further explored at Committee should staff be directed to study these options further.

#### Oxnard Parks and Recreation Master Plan (2021)

The Oxnard Parks and Recreation Master Plan (Parks Master Plan) seeks to guide decision-making for the future development and management of the City's parks, recreation facilities, beaches, and open spaces (Attachment 4).

The Parks Master Plan identifies Five Points as the City's most significant gap in park acres per 1,000 residents, with less than one (1) acre per 1,000 residents. The Parks Master Plan states that the City "should consider acquiring some of the vacant lots in these areas to develop into parks, when and if resources become available" (page 54). In addition, the Parks Master Plan states, "as Oxnard has a difficult time managing its existing parks, the City should focus funding on improving what they already have. The City should build Campus Park and Sports Park, and finish College Park while continuing to plan small neighborhood parks for neighborhoods that lack park acreage" (page 140). Lastly, the Parks Master Plan states that "the City should consider privatized parks/open spaces as a way to supplement the amount of park space the City can maintain." The privatization of park space is discussed further in the Downtown Code section of this report.



Concerns about developing a park in Five Points include the lack of continuous open space for recreational activities and the lack of financial and staff resources and staff in the Public Works Department Parks Division (Parks Division) to maintain the existing parks in the City.

Downtown Code

The City’s Downtown Code (Code), adopted in July 2019, which incorporates parts of three neighborhoods (Five Points, Wilson, and Hobson Park East), implements the City’s development and uses of individual lots and buildings in the Downtown area (Attachment 5). The Code is intended to create main street mixed-use areas serving urban neighborhoods of pedestrian-oriented streets with a variety of housing types. Notably, the Code lays the foundation for the creation and standards of public and private open spaces within its boundaries.

The Code establishes standards for both private open space (such as balconies and patios) and public open space. The public open space requirement was first incorporated into the Code in July 2019. This public open space requirement is designed to function as a comprehensive public open space system that supports various mixed-use places and is maintained by the developer.

Per the Code, all new development located on a site of at least 20,000 square feet within the Downtown area is required to provide on-site public open space as a condition of the development:

| Required Public Space - Downtown Core, General, and Edge Zones |                                 |
|----------------------------------------------------------------|---------------------------------|
| Site Size                                                      | Min Public Space to be Provided |
| 20,000 sq ft to 2 acres                                        | min 7%                          |
| > 2 acres                                                      | min 10%                         |

Within the Five Points neighborhood of the Downtown area, pursuant to the 2019 Downtown Code, one new project (Aspire Apartments), will provide public open space, maintained by the private owner. This public open space is in addition to the private open space meant for the residents of the project.

The 88-unit Aspire Apartments project, located north of 6th Street on Meta Street, includes private and public open space. The second floor of the building includes a common area that will be landscaped and includes bench seating, tables, bike parking, and decorative hardscape. To the south of the building, the project will provide a 5,606 square-foot pocket park, in compliance with the Downtown code public open space requirement. The 5,606 square foot public pocket park is also on the July 28, 2022, Council agenda (Public Hearing item: "Successor Agency and Manay Mansions Purchase and Sale Agreement").

If the Successor Agency upholds their October 5, 2021 approval, the future affordable housing project for the Properties would also require public open space, maintained by the private property owner. Aspire Apartments and the subject Properties are within one block of each other.

Parks, Recreation, and Community Services Commission

On January 26, 2022, the PRCSC discussed the need for open space or recreational areas for residents in Five Points and identified the Additional Properties as potential future locations. The Parks Division has briefed the PRCSC on the existing challenges with maintaining the City's current inventory of parks. The PRCSC has understood the concerns but still recommended that staff continue to research options for the acquisition of property due to the limited availability of land in the Five Points area.

On May 25, 2022, the PRCSC approved a recommendation to the City Council to allocate sufficient Measure O, Measure E, or General Funds for the purchase and basic improvement of the Additional Properties to create recreational green

space in Five Points. The PRCSC desires to reserve Quimby funds for the development of a park.

Based on the Long Range Property Management Plan (LRPMP), the parcels are estimated to be valued at approximately \$123,385 through a 2015 Broker Opinion of Value. Sufficient funding would be required to purchase these properties from the Successor Agency and the purchase would also require Ventura County Consolidated Oversight Board and Department of Finance approvals.

| Additional Properties' Characteristics |                         |        |                       |
|----------------------------------------|-------------------------|--------|-----------------------|
| APN                                    | Parcel # (Attachment 3) | Sq. Ft | LRPMP Estimated Value |
| 201-0-272-170                          | 4                       | 7,404  | \$111,060             |
| 201-0-272-200                          | 5                       | 2,465  | \$12,325              |

### Quimby Funds

Quimby funds are funds paid by developers to cities in lieu of constructing new parks. Quimby funds cannot be used for the maintenance of a park. As of May 2022, there was approximately \$1.25 million available in Quimby funds allocated to Five Points to fund park improvements or new park development. These funds were acquired through the Gateway Station development, a 240-unit residential development just south of Five Points. During the review and approval for that project, in April 2015, the City took a position to remove a 1.4-acre city park designation from the Five Points neighborhood and instead supported the development of privately owned and maintained open space.

Constructing a new park generally starts at approximately \$1 million per acre and increases based on added amenities such as structures and restrooms, hardscapes, and lighting. Although, the cost for the actual construction and maintenance of a new park is subject to design and size.

## **STRATEGIC PRIORITIES**

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

## **FINANCIAL IMPACT**

*Regarding the OHA and Successor Agency recommendation to uphold their October 5, 2021, Recommendations 1 and 2(i):*

As indicated in the October 5, 2021, staff report, the sale price for the Properties totaled \$212,740. Per the redevelopment Dissolution Law, net proceeds from the sale of the properties would be transferred to the Ventura County Auditor-Controller for distribution to the other taxing entities. The City's General Fund, as a taxing entity, would potentially receive approximately \$42,000, or an estimated 19.6% of any sales proceeds, in residual distribution from the County. This amount would be deposited into General Fund Residual Distribution to the City (account no. 101-1001-511.70-09).

Housing Department and OHA staff would return to the City Council and the OHA Board of Commissioners prior to the required December 29, 2022, deadline to satisfy all escrow conditions, as stated in the PSA, for authorization to execute a Grant Agreement between the City and the OHA, with the use of local or federal funds, to purchase the Properties.

*Regarding Recommendations 2(ii)(a) and 2(ii)(b) on October 5, 2021:*

If the Successor Agency and OHA elected to not uphold their October 5, 2021, decision and instead proceed with recommendation 2(ii)(a) for the Properties, staff would come back before Committee with a Law declaration of exempt surplus land and PSA between the City and Successor Agency. The actual cost of the Properties cannot be determined at

this time; the value from a 2015 Broker Opinion of Value in the LRPMP is \$212,740 (Attachment 6). Staff would also return with information on additional costs for the prospective design, construction, and maintenance of future open space on the Properties.

If the Successor Agency elected to not uphold their prior decision and instead proceed with recommendation 2(ii)(b) for the Properties, staff would come back before Committee with a Law declaration of surplus land, subject to affordable housing through HCD.

*Regarding Recommendations 2(iii)(a) and 2(iii)(b) (Additional Properties):*

If the Successor Agency elected to proceed with recommendation 2(iii)(a) for the Additional Properties, staff would come back before Committee with a Law declaration of exempt surplus land and PSA between the City and Successor Agency. The actual cost of the Additional Properties cannot be determined at this time; the value from a 2015 Broker Opinion of Value in the LRPMP is \$123,385 (Attachment 6). Staff would also return with information on additional costs for the prospective design, construction, and maintenance of future open space on the Additional Properties.

If the Successor Agency elected to proceed with recommendation 2(iii)(b) for the Additional Properties, staff would come back before Committee with a Law declaration of surplus land, subject to affordable housing through HCD.

## **COMMITTEE OUTCOME**

As mentioned previously in this report, the Community Services, Public Safety, Housing & Development Committee approved the PSA between the OHA and Successor Agency 3-0 on September 14, 2021, to approve the staff recommendation and to forward the item for Successor Agency and OHA approval. On October 5, 2021, staff received approval from the Successor Agency and OHA. Subsequently, this item did not return to Committee.

*Prepared by: Ashley Golden, Assistant City Manager, Adam Smith, Project Manager*

## **ATTACHMENTS**

1. Agreement No. A-8372 - Purchase & Sale Agreement
2. Staff Report - October 5, 2021
3. Additional SA Properties Location
4. Oxnard Parks & Recreation Master Plan - Five Points
5. Downtown Code - Downtown General Zone
6. Long Range Property Management Plan - LRPMP
7. Presentation

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”), dated as of October 5, 2021, is entered into by and between the Oxnard Community Development Commission Successor Agency, a public body, corporate and politic (the “**Seller**”), and the Oxnard Housing Authority, a public body, corporate and politic (the “**Purchaser**”). The Seller and the Purchaser are sometimes individually referred to herein as a “**Party**” and collectively as the “**Parties**”.

### RECITALS

A. The Seller owns certain real property in the City of Oxnard, State of California, identified as Parcels I-2 through I-5 in the Seller’s long-range property management plan, as amended, and assigned assessor parcel numbers 201-0-213-130, 201-213-140, 201-0-272-020, and 201-0-272-030, respectively (collectively, the “**Property**”).

B. The Purchaser proposes to acquire and develop the Property for an affordable housing use (the “**Project**”) in furtherance of the goals and objectives of the redevelopment plan for the applicable Oxnard redevelopment project area, as adopted and amended by ordinances of the City Council of the City of Oxnard (the “**City**”) and incorporated herein by this reference, and the Community Redevelopment Law of the State of California, set forth at California Health and Safety Code Section 33000, *et seq.*

C. The Purchaser has the experience and capability to plan, design, engineer, finance, market, and develop the Project on the Property.

D. The Parties entered into that certain Exclusive Negotiation Agreement, dated as of November 17, 2020, in order to engage in good faith exclusive negotiations for an agreement that would result in the sale of the Property to the Purchaser for the Project.

E. Such negotiations have resulted in this Agreement, which provides the terms and conditions for the Purchaser’s purchase of the Property from the Seller for the Project.

### AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

#### **I. Incorporation of Recitals**

The above recitals are hereby incorporated in and made a part of this Agreement as fully as if set forth verbatim herein. These recitals are true and correct and the Parties are bound thereby.

## **II. Purchase and Sale**

The Seller shall sell the Property to the Purchaser, and the Purchaser shall purchase the Property from the Seller, on the terms and conditions stated in this Agreement.

## **III. Purchase Price**

The purchase price for the Property (the “**Purchase Price**”) shall be \$212,740. The Purchaser shall deposit sufficient funds to cover the Purchase Price prior to the Close of Escrow. No deposit is required.

## **IV. Escrow and Title Company**

This transaction shall be completed through an escrow established with First American Title Insurance Company, or other escrow holder (the “**Escrow Holder**”) and title company (the “**Title Company**”) agreed to by the Parties. Each Party shall promptly deposit all funds and documents as required by the Escrow Holder in order to complete this transaction. The Purchaser and the Seller shall each pay one-half of the escrow fee.

## **V. Opening of Escrow**

The Escrow Holder is instructed to open an escrow (the “**Escrow**”) after receiving a mutually-executed copy of this Agreement. The Escrow Holder is requested to prepare its customary instructions based upon this Agreement.

## **VI. Close of Escrow**

The Escrow shall close (the “**Close of Escrow**”) on or before December 30, 2022, subject to the conditions listed in Section VII below.

## **VII. Conditions to Close of Escrow**

The following are conditions precedent to the Close of Escrow. The Seller, at its option, may terminate this Agreement if any of the conditions precedent set forth below are not satisfied by the Purchaser or waived in writing by the Seller by December 29, 2022.

1. The Purchaser has executed and delivered to the Escrow Holder its counterpart of the grant deed, in the form attached hereto as Exhibit A and incorporated herein by this reference (the “**Grant Deed**”).

2. The Purchaser has deposited with the Escrow Holder all Purchaser funds necessary for the Close of Escrow.

3. The Purchaser has approved a *pro forma* owner's policy of title insurance for the Property. The Seller's decision to waive any requirement may be conditioned upon its satisfaction at a later date and/or upon the substitution of another condition. Possession of the Property shall be surrendered to the Purchaser at Closing.

#### **VIII. Closing Costs**

The Seller shall pay all closing costs, including the following:

1. Any and all state, county, or city documentary stamps or transfer taxes pertaining to the Seller's conveyance of the Property;
  2. The base escrow fee, plus any additional requested or customary costs;
  3. The premium for the owner's policy of title insurance for the Property;
- and
4. *Ad valorem* taxes, if any, upon the Property, and *ad valorem* taxes, if any, upon this Agreement, or any rights thereunder.

#### **IX. Public Agencies**

The Seller and the Purchaser are each public agencies exempt from paying real property taxes or special assessments.

The Seller and the Purchaser each acknowledge and agree that the other Party is a public entity with a responsibility and, in many cases, a legal obligation, to conduct its business in a manner open and available to the public. Accordingly, any information provided by the other Party with respect to the Property, the Project, or the other Party may be disclosed to the public either purposely, inadvertently, or as a result of a public demand, request or order.

#### **X. Financing**

There is no financing contingency for the Purchaser.

#### **XI. Title**

The Seller shall convey title to the Property subject only to real estate taxes not yet due, and covenants, conditions, restrictions, rights of way and easements of record, if any, which do not materially affect the value or intended use of the Property.

The Seller will furnish the Purchaser with a preliminary report of title for the Property (the "**Preliminary Report**") within seven days after the opening of Escrow. The Purchaser shall



notify the Seller in writing within 30 days after receipt of the Preliminary Report of the Purchaser's disapproval of any exception therein. All other exceptions in the Report shall be

referred to as "**Approved Exceptions**". The Seller shall have 30 days after such notice to advise the Purchaser of any disapproved exceptions which will not be removed by the Seller prior to the Close of Escrow. If the Seller indicates that it will not cause to be removed any of the disapproved exceptions, then the Purchaser may elect to:

1. terminate this Agreement without liability on the part of either Party; or
2. consummate the purchase of the Property subject to such exceptions.

Title in the form of a California Land Title Association or American Land Title Association policy of title insurance shall be issued by the Title Company.

## **XII. Nondiscrimination**

The Purchaser, for itself, its successors and assigns, agrees that in regards to the development provided for in this Agreement, it will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, handicap, sex, sexual orientation, marital status, age or any other protected classification.

The Purchaser shall refrain from restricting the rental, sale or lease of the Property or the Project, or any portion thereof, on the basis of race, religion, creed, color, national origin, ancestry, handicap, sex, sexual orientation, marital status, age or any other protected classification of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

1. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."



Notwithstanding the above paragraph, with respect to familial status, the above paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in the above paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall also apply to the above paragraph.

2. In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through

him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

Notwithstanding the above paragraph, with respect to familial status, the above paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in the above paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the California Government Code shall apply to the above paragraph.

3. In contracts: “There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees of the land.”

### **XIII. Condition of Property**

The Seller expressly and specifically disclaims the making of any representations or warranties, express or implied, regarding the Property or matters affecting the Property including, without limitation, the physical and environmental condition of the Property.

The Purchaser acknowledges and agrees that the Property is to be conveyed to, and accepted by, the Purchaser in its present condition, "AS IS", and the Purchaser hereby assumes the risk of adverse physical characteristics and conditions, including, without limitation, the presence of hazardous materials. After taking title to the Property, the Purchaser shall be solely responsible for responding to and complying with any administrative notice, order, request or demand, or any third party claim or demand relating to potential or actual contamination of the Property.

Upon the Close of Escrow, the physical and environmental condition, possession or title of the Property is and shall be delivered from the Seller to the Purchaser in an "as-is" condition, with no warranty expressed or implied by the Seller, including without limitation, the presence of hazardous materials or the condition of the soil, its geology, the presence of known or unknown seismic faults, or the suitability of the Property for the development purposes intended hereunder.

The Purchaser hereby waives, releases and discharges forever the Seller and its representatives from all present and future losses and liabilities, present and future, arising out of or in any way connected with the Seller's or the Purchaser's use, maintenance, ownership or operation of the Property.

The Purchaser acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

The Purchaser hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code with respect to the matters described in this Section XIII.



It is the responsibility of the Purchaser, without cost to the Seller, to ensure that zoning of the Property and all applicable City land use requirements will be such as to permit development of the Property and construction of the Project and the use, operation and maintenance of such

Project in accordance with the provisions of this Agreement. Nothing contained herein shall be deemed to entitle the Purchaser to any City permit or other City approval necessary for the development of the Property, or waive any applicable City requirements relating thereto. This Agreement does not (i) grant any land use entitlement to the Purchaser, (ii) supersede, nullify or amend any condition which may be imposed by the City in connection with approval of the development described herein, (iii) guarantee to the Purchaser or any other party any profits from the development of the Property or (iv) amend any City laws, codes or rules. This Agreement is not a development agreement as provided in California Government Code Section 65864 *et seq.* Without cost to the Seller, the Seller shall cooperate with the Purchaser in connection with the Purchaser's obtaining all necessary entitlements, permits and approvals for the construction of the Project.

#### **XIV. No Brokers**

The Purchaser represents and warrants to the Seller that no broker or finder has been engaged by the Purchaser in connection with any of the transactions contemplated by this Agreement, or to its knowledge is in any way connected with any of such transactions. The Purchaser shall indemnify, save harmless and defend the Seller from any liability, cost or expense arising out of or connected with any claim for any commission or compensation made by any person or entity claiming to have been retained or contacted by the Purchaser in connection with any of the transactions contemplated by this Agreement (including, without limitation, the sale of the Property to the Purchaser). The foregoing indemnity shall survive termination of this Agreement and shall not be merged with any other document.

#### **XV. No Further Encumbrances**

During the period after the execution date of this Agreement and through the Closing, the Seller shall not further encumber or voluntarily lien the Property without first obtaining the Purchaser's written consent, which consent may be granted or withheld in the Purchaser's sole and absolute discretion.

#### **XVI. Interpretation**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings

are for purposes of convenience only and will not be construed to limit or extend the meaning of this Agreement.

**XVII. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by each of the Parties.

**XVIII. Counterparts**

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

**XIX. Binding on Successors and Assigns**

This Agreement shall be binding on, and shall inure to the benefit of, the Parties and their respective legal representatives, successors, and assigns.

**XX. Attorneys' Fees**

If any legal action or other proceeding is brought involving a dispute between the Parties or arising out of the execution of this Agreement or the sale of the Property, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees incurred in such action or proceeding, in addition to any other relief to which such Party may be entitled.

**XXI. Agreement to Perform Necessary Acts**

In addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed and/or delivered under this Agreement, each Party agrees to perform, execute, and/or deliver or cause to be performed, executed and/or delivered at Closing or after Closing, all further acts, fees, and assurances reasonably necessary to consummate the transaction contemplated hereby.

**XXII. Notices**

Formal notices, demands, and communications between the Parties must be given either by (i) personal service, (ii) delivery by reputable overnight document delivery service that

provides a receipt showing date and time of delivery, or (iii) U.S. first class certified mail, return receipt requested, addressed to:

Seller: Oxnard Community Development Commission Successor Agency  
Attn: Adam Smith, MPA, Project Manager  
City Manager's Office  
300 West Third Street, Fourth Floor  
Oxnard, CA 93030  
Telephone: (805) 385-3918

Purchaser: Oxnard Housing Authority  
Attn: Elsa Brown, Affordable Housing Manager  
Affordable Housing and Rehabilitation Division  
435 South D Street  
Oxnard, CA 93030  
Telephone: (805) 385-7404

Notices will be deemed effective upon receipt. Such written notices, demands, and communications will be sent in the same manner to such other addresses as any Party may from time to time designate by notice given in accordance with this Section.

### **XXIII. Compliance with Law**

The Purchaser shall carry out development and construction (as defined by applicable law) of the Project on the Property, including, without limitation, any and all public works, (as defined by applicable law), if any, in conformity with all applicable local, state and federal laws, including, without limitation, all applicable federal and state labor laws (including, without limitation, any applicable requirement to pay state prevailing wages). The Purchaser hereby agrees that the Purchaser shall have the obligation to provide any and all disclosures, representations, statements, rebidding, and/or identifications which may be required by California Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. The Purchaser hereby agrees that the Purchaser shall have the obligation to provide and maintain any and all bonds to secure the payment of contractors (including the payment of wages to workers performing any public work) which may be required by the California Civil Code, California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. The Purchaser shall indemnify, protect, defend and hold harmless the Seller, the City and their

respective officers, employees, contractors and agents, with counsel reasonably acceptable to the Seller and the City, from and against any and all loss, liability, damage, claim, cost, expense,



and/or “increased costs” (including labor costs, penalties, reasonable attorneys’ fees, court and litigation costs and fees of expert witnesses) which, in connection with the development and/or construction (as defined by applicable law) of the Project, including, without limitation, any and all public works (if any) (as defined by applicable law) results or arises in any way from any of the following: (i) the noncompliance by the Purchaser of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages), (ii) the implementation of Chapter 804, Statutes of 2003, (iii) the implementation of Sections 1726 and 1781 of the California Labor Code, as the same may be enacted, adopted or amended from time to time, or any other similar law, (iv) failure by the Purchaser to provide any required disclosure representation, statement, rebidding and/or identification which may be required by California Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law and/or (v) failure by the Purchaser to provide and maintain any and all bonds to secure the payment of contractors (including the payment of wages to workers performing any public work) which may be required by the California Civil Code, California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. The Purchaser hereby expressly acknowledges and agrees that neither the City nor the Seller has ever previously affirmatively represented to the Purchaser or its contractor(s) for the Project in writing or otherwise, that the work to be covered by the bid or contract is not a “public work,” as defined in Section 1720 of the California Labor Code. It is agreed by the Parties that, in connection with the development and construction (as defined by applicable law) of the Project, including, without limitation, any public work (as defined by applicable law), if any, the Purchaser shall bear all risks of payment or non-payment of state prevailing wages and/or the implementation of Chapter 804, Statutes of 2003 and/or California Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. “Increased costs” as used in this Section shall have the meaning ascribed to it in California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall not be merged with any other document.

#### **XXIV. Severability**

If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the Parties that all the other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the Parties.

#### **XXV. Survival of Representations and Warranties**

All covenants, representations, warranties, and other agreements under this Agreement shall survive the Close of Escrow.

**XXVI. Time of Essence**

Time is of the essence and performance of this Agreement in respect to all provisions of this Agreement that specify a time for performance, and failure to comply with this provision shall be a material breach of this Agreement.

**XXVII. Saturdays, Sundays, and Holidays**

If any date by which an election or a notice must be given falls on a Saturday, Sunday or holiday, then the date by which an election or notice must be given is extended to 5:00 p.m. on the next business day following such Saturday, Sunday or holiday.

**XXVIII. Waiver**

No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of a provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision, including the time for performance of any such provision. The exercise by a Party of any remedy provided in this Agreement or at law shall not prevent the exercise by that Party of any other remedy provided in this Agreement or at law.

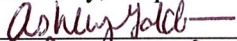


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**“SELLER”**

**OXNARD COMMUNITY DEVELOPMENT  
COMMISSION SUCCESSOR AGENCY,**

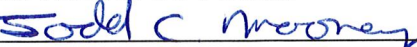
a public body, corporate and politic

By: 

Name: Ashley Golden

Its: Assistant Executive Director

APPROVED AS TO FORM:

By: 

KANE, BALLMER & BERKMAN

Successor Agency Special Counsel

**“PURCHASER”**

**OXNARD HOUSING AUTHORITY,**

a public body, corporate and politic

By: 

Name: EMILIO RAMIREZ

Its: HOUSING DIRECTOR

APPROVED AS TO FORM:

By:  10/4/2021

Stephen M. Fischer

Housing Authority General Counsel

**Exhibit A**

Form of Grant Deed

[behind this page]

RECORDING REQUESTED BY:

Oxnard Community Development  
Commission Successor Agency  
Attn: Adam Smith, MPA, Project Manager  
City Manager's Office  
300 West Third Street, Fourth Floor  
Oxnard, CA 93030

WHEN RECORDED MAIL TO AND SEND  
TAX STATEMENTS TO:

Oxnard Housing Authority  
Attn: Elsa Brown, Affordable Housing Manager  
Affordable Housing and Rehabilitation Division  
435 South D Street  
Oxnard, CA 93030

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SPACE ABOVE THIS LINE FOR RECORDING USE

Parcel Number(s): 201-0-213-130, 201-213-140,  
201-0-272-020, and 201-0-272-030

OFFICIAL BUSINESS  
Document Entitled to Free Recording  
Per California Government Code §27383

Exempt from Payment of Documentary Transfer Tax per California Revenue and Taxation Code  
Section 11922 (Governmental agency acquiring title)

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Oxnard Community Development Commission Successor Agency, a public body, corporate and politic, herein called the "**Grantor**", hereby grants to the Oxnard Housing Authority, a public body, corporate and politic, herein called the "**Grantee**", the real property described in Attachment 1 attached hereto (the "**Property**") and incorporated herein by this reference, subject to the existing easements, restrictions and covenants of record described therein and consistent with the obligations of the Grantee and the Grantor under the hereinafter defined PSA.

1. **Conveyance in Accordance with Purchase and Sale Agreement.** The Property is conveyed in accordance with and subject to that certain Purchase and Sale Agreement, dated as of October 5, 2021, and entered into by and between the Grantor (the "Seller" therein) and the

Grantee (the “Purchaser” therein) (the “**PSA**”), a copy of which is on file in the offices of the City Clerk of the City of Oxnard (the “**City**”) as a public record and which is incorporated herein by this reference. “PSA” as used herein shall mean, refer to and include the PSA, as well as any riders, exhibits, addenda, implementation agreements, amendments and attachments thereto or other documents expressly incorporated by reference in the PSA. Any capitalized term not herein defined shall have the same meaning ascribed to such term in the PSA. All of the terms, covenants and conditions of this Grant Deed (this “**Grant Deed**”) shall be binding upon the Grantee and the successors and assigns of the Grantee to the Property, or any portion thereof or any interest therein. Whenever the term “Grantee” is used in this Grant Deed, such term shall include any other successors and assigns as herein provided.

2. **Uses.** In accordance with the PSA and plans to be considered and approved by the City, the Grantee shall develop and construct on the Property an affordable housing use (the “**Project**”) in furtherance of the goals and objectives of the redevelopment plan for the applicable Oxnard redevelopment project area, as adopted and amended by ordinances of the City Council of the City and incorporated herein by this reference, and the Community Redevelopment Law of the State of California, set forth at California Health and Safety Code Section 33000, *et seq.* The Grantee hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property or any portion thereof or any interest therein, that upon the date of this Grant Deed and until the 55<sup>th</sup> anniversary thereof, the Grantee shall develop, maintain, use and devote the Property to the Project including, without limitation, complying with all applicable operational and maintenance covenants, covenants reserved for the benefit of the City and the public, this Grant Deed, and Project plans approved by the City. All uses conducted on the Property, including, without limitation, all activities undertaken by the Grantee pursuant to the PSA, shall conform to the PSA, plans approved by the City, and all applicable provisions of the Oxnard Municipal Code. The foregoing covenants shall run with the land.

3. **Restrictions on Liens and Encumbrances.** The Grantee shall not place or suffer to be placed on the Property any lien or encumbrance other than mortgages, deeds of trust, or any other form of conveyance required for financing of the construction of the required improvements on the Property and any other expenditures necessary and appropriate to develop the Property pursuant to the PSA.

4. **Nondiscrimination.** The Grantee herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, religion, creed, color, national origin, ancestry, handicap, sex, sexual orientation, marital status, age or any other protected classification in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the Grantee itself or any person claiming under or through the Grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or



occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land.

The Grantee shall refrain from restricting the rental, sale or lease of the Property on the basis of race, religion, creed, color, national origin, ancestry, handicap, sex, sexual orientation, marital status, age or any other protected classification of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

A. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

Notwithstanding the above paragraph, with respect to familial status, the above paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in the above paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall also apply to the above paragraph.

B. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."

Notwithstanding the above paragraph, with respect to familial status, the above paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in the above paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the California Government Code shall apply to the above paragraph.

C. In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees of the land."

5. **Violations Do Not Impair Liens.** No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest permitted herein; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner's title was acquired by foreclosure, deed *in lieu* of foreclosure, trustee's sale or otherwise.

6. **Covenants Run with Land.** All covenants contained in this Grant Deed shall be covenants running with the land.

7. **Covenants for Benefit of Grantor.** All covenants without regard to technical classification or designation, legal or otherwise, shall be, to the fullest extent permitted by law and equity, binding for the benefit of the Grantor, its successors and assigns, and such covenants shall run in favor of, and be enforceable by, the Grantor, its successors and assigns, against the Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of the Property or portion thereof, for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor, its successors and assigns, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.



The covenants contained in this Grant Deed shall remain in effect as follows:

A. The covenants pertaining to the Project as set forth in Section 2 above shall remain in effect until the date that is 55 years after the date of this Grant Deed.

B. The covenants pertaining to transfer requirements as set forth in Section 3 above shall remain in effect until the completion of construction of all required improvements on the Property.

C. The covenants against discrimination, as set forth in Section 4 above, shall remain in effect in perpetuity.

8. **Revisions to Grant Deed.** Both the Grantor, its successors and assigns, and the Grantee and the Grantee's successors and assigns in and to all or any part of the fee title to the Property shall have the right with the mutual consent of the Grantee and the Grantor to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, or restrictions contained in this Grant Deed without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Property. However, the Grantee is obligated to give written notice to and obtain the consent of any first mortgagee prior to consent or agreement between the parties hereto concerning such changes to this Grant Deed.

9. **Right of Reverter.** The Grantor shall have the right, at its option, to re-enter and take possession of the Property conveyed by the Grantee to the Grantor, with all improvements thereon, and terminate and revest in the Grantor the estate theretofore conveyed to the Grantee, and the Grantee shall thereupon forfeit its title to the Property and all improvements thereon if, after conveyance of title and prior to completion of construction of all required improvements on the Property, the Grantee (or its successors in interest):

(a) Following City issuance of a building permit therefor, fails to proceed with the construction of such improvements for a period of three months, after written notice thereof from the Grantor.

(b) Abandons or substantially suspends construction of such improvements for a period of three months after written notice of such abandonment or suspension from the Grantor.

(c) Transfers or suffers any involuntary transfer of the Property, or any part thereof, in violation of this Grant Deed.

Such right to re-enter, repossess, terminate and revest shall be subject to and be limited by and shall not defeat, render invalid, or limit:



(i) Any mortgage, deed or trust or other security instrument permitted by this Grant Deed.

(ii) Any rights or interests provided in this Grant Deed for the protection of the holder of such mortgages, deeds of trust or other security instruments.

Upon completion of construction of all required improvements on the Property, the Grantor's right to reenter, terminate and revest as to such portion of the Property shall terminate.

Upon the revesting in the Grantor of title to the Property as provided herein, the Grantor shall, pursuant to its responsibilities under State law, use its best efforts to resell the Property or part thereof as soon and in such manner as the Grantor shall find feasible and consistent with the objectives of such law to a qualified and responsible party or parties (as determined by the Grantor), who will assume the obligation of making or completing the improvements, or such improvements in their stead as shall be satisfactory to the Grantor and in accordance with the uses specified for such Property herein. Upon such resale of the Property, the proceeds thereof shall be applied:

(I) First, to reimburse the Grantor for all reasonable and necessary costs and expenses incurred by the Grantor, including but not limited to, salaries of personnel employed or utilized in connection with the recapture, management and resale of the Property or part thereof (but less any income derived by the Grantor from the Property or part thereof in connection with such management); all taxes, assessments and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charges during the period of ownership to such taxes, assessments or charges (as determined by the Grantor's assessing official) as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge to prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Grantee, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the Property or party thereof; and any amounts otherwise owing the Grantor by the Grantee and its successor or transferee.

(II) Second, to reimburse the Grantee, its successor or transferee up to the amount equal to (1) the sum of the final purchase price paid to the Grantor by the Grantee for the Property; (2) the costs incurred for the development of the Property and for the improvements existing on the Property at the time of the re-entry and repossession, less (3) any gains or income withdrawn or made by the Grantee from the Property or the improvements thereon.

(III) Finally, any balance remaining after such reimbursements shall be retained by the Grantor as its property.

To the extent that the rights established herein involve a forfeiture, it must be strictly interpreted against the Grantor, the party for whose benefit the right of reverter is created.

The right of reverter and other rights established herein are to be interpreted in light of the fact that such right is expressly authorized by applicable provisions of law and in light of the fact that the Grantor is conveying the Property to the Grantee for development of the Project as set forth in the PSA and not for speculation.

10. **No Merger.** None of the terms, covenants, agreements or conditions heretofore agreed upon in writing in other instruments between the parties to this Grant Deed with respect to obligations to be performed, kept or observed by the Grantee or the Grantor in respect to the Property or any part thereof after the conveyance of said Property shall be deemed to be merged with this Grant Deed.

**IN WITNESS WHEREOF**, the Grantor and the Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**“GRANTOR”**

**OXNARD COMMUNITY DEVELOPMENT  
COMMISSION SUCCESSOR AGENCY,**  
a public body, corporate and politic

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
KANE, BALLMER & BERKMAN  
Successor Agency Special Counsel

The Grantee hereby accepts the written deed, subject to all of the matters hereinbefore set forth.

**“GRANTEE”**

**OXNARD HOUSING AUTHORITY,**  
a public body, corporate and politic

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Stephen M. Fischer  
Housing Authority General Counsel

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

State of California )  
County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

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

State of California )  
County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

ATTACHMENT 1

LEGAL DESCRIPTION

[behind this page]

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Grant Deed dated \_\_\_\_\_, 202\_\_, from the OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, a public body, corporate and politic, to the OXNARD HOUSING AUTHORITY, a public body, corporate and politic, is hereby accepted by the undersigned officer on behalf of the Governing Board of the Oxnard Housing Authority pursuant to authority conferred by the Governing Board through Resolution No. \_\_\_\_\_ adopted on October 5, 2021, and the Grantee consents to recordation thereof by its duly authorized officer.

**“GRANTEE”**

**OXNARD HOUSING AUTHORITY,**  
a public body, corporate and politic

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Stephen M. Fischer  
Housing Authority General Counsel



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

State of California )  
County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_





## CITY COUNCIL AGENDA REPORT

### PUBLIC HEARINGS AGENDA ITEM NO. J.1

**DATE:** October 5, 2021

**TO:** City Council  
Oxnard Community Development Commission Successor Agency  
Oxnard Housing Authority

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

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

### RECOMMENDATION

1. That the Oxnard Community Development Commission Successor Agency adopt a Resolution titled "A Resolution of the Governing Board of the Oxnard Community Development Commission Successor Agency, approving, and recommending to the Ventura County Consolidated Oversight Board approval of: 1) entry by the Oxnard Community Development Commission Successor Agency into a proposed Purchase and Sale Agreement with the Oxnard Housing Authority; (2) a Grant Deed to effectuate said purchase and sale of real property; (3) the remittance of the net purchase price proceeds received by the Oxnard Community Development Commission Successor Agency after close of escrow to the Ventura County Auditor-Controller for disposition to taxing entities; and (4) related actions."
2. That the Board of Commissioners of the Oxnard Housing Authority conduct a public hearing and adopt a Resolution titled "A Resolution of the Board of Commissioners of the Oxnard Housing Authority, approving: (1) entry by the Oxnard Housing Authority into a proposed Purchase and Sale Agreement with the Oxnard Community Development Commission Successor Agency; (2) a Grant Deed to effectuate said purchase and sale of real property and the Oxnard Housing Authority's acceptance thereof; and (3) related actions."
3. That the City Council:
  - i. Conduct a public hearing and consider the Summary Report prepared pursuant to California Health and Safety Code section 33433; and
  - ii. Adopt a Resolution titled "A Resolution of the City Council of the City of Oxnard (1) making findings and taking action pursuant to the provisions of California Health and Safety Code sections 33431 and 33433; (2) approving: (a) the sale and transfer of certain real property from the Oxnard Community Development Commission Successor Agency to the Oxnard Housing Authority; (b) entry by the Oxnard Community Development Commission Successor Agency and the Oxnard Housing Authority into a proposed Purchase and Sale Agreement; and (c) a Grant Deed to effectuate said purchase and sale of real property; and (3) approving related actions."

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/-D4ZAuFF4ms>

### BACKGROUND

Over several years, the City of Oxnard's ("City") former redevelopment agency, the Community Development Commission ("CDC"), purchased multiple properties in downtown Oxnard for downtown revitalization purposes.

Due to various downtown redevelopment plans over the intervening years and the severe economic downturn in the late 2000s, redevelopment in downtown Oxnard came to a halt. In addition, a state law that triggered the dissolution of all redevelopment agencies effective February 1, 2012, prohibited the former CDC from entering into new contracts, obligations, or other commitments (the Dissolution Law). At the end of 2015, the state Department of Finance ("DOF") approved the Long Range Property Management Plan ("LRPMP") prepared by the Successor Agency to the former CDC, listing fifty-one (51) properties for disposition.

Of the fifty-one (51) properties identified in the LRPMP, only seven (7) remain. All seven are vacant lots located in Downtown Oxnard.

## DISCUSSION

On November 17, 2020, the Oxnard Community Development Commission Successor Agency ("Successor Agency") authorized the Executive Director or designee to execute Agreement No. A-8247 with the Oxnard Housing Authority ("OHA") for the parcel located at 544 Meta Street (201-0-213-140) and APNs 201-0-272-030, 201-0-272-020, and 201-0-213-130 for the purpose of constructing affordable housing. On December 17, 2020, with the DOF's approval, the Successor Agency entered into an Exclusive Negotiating Agreement ("ENA") (Attachment 5) with the OHA to negotiate the terms of a Purchase and Sale Agreement ("PSA") or Disposition and Development Agreement for four (4) of the seven (7) Successor Agency owned properties: APNs 201-0-213-130, 201-0-272-020, 201-0-272-030, and 201-0-213-140 (collectively the Properties).

The approval authorized the Successor Agency to negotiate with the OHA for the purchase of the four Successor Agency-owned parcels for the future development of affordable housing; however, it did not approve specific projects for the parcels.

Successor Agency staff immediately entered into negotiations with the OHA to determine the price and terms under which the OHA would acquire the Properties. Any sale of the Properties would include specific requirements regarding the type of project that would need to be constructed (subject to the Parties going through the City's entitlement process), and ultimate approval of the agreements from the Ventura County Consolidated Oversight Board ("Oversight Board") and DOF. The City retains its approval authority of proposed development to ensure the projects further the City's vision for Downtown; staff has included these requirements as part of the PSA with the OHA.

### Successor Agency and OHA PSA

The LRPMP provides data, background information, and pricing information for each of the seven remaining Successor Agency-owned parcels.

The following table lists the LRPMP value of the parcels contemplated in the PSA, as well as the proposed sale price from the Successor Agency to OHA:

| APN           | LRPMP Value                 | Proposed Purchase Price |
|---------------|-----------------------------|-------------------------|
| 201-0-213-130 | \$90,260                    | \$90,260                |
| 201-0-213-140 | \$36,500                    | \$36,500                |
| 201-0-272-020 | \$42,990                    | \$42,990                |
| 201-0-272-030 | \$42,900                    | \$42,900                |
|               | <b>TOTAL PURCHASE PRICE</b> | <b>\$212,740</b>        |

### Purchase and Sale Agreement and Grant Deed Terms

A summary of the terms of both the PSA and Grant Deed (Attachment 1) between the Successor Agency and the OHA is provided below:

## PSA

1. Purchase price: \$212,740
2. Escrow Opening Date: Upon Escrow Holder receiving a mutually executed copy of the PSA Agreement
3. Escrow Closing Date: On or prior to December 30, 2022. (Successor Agency has the option to terminate the agreement if the terms of the conditions of escrow are not satisfied by December 29, 2022).
4. Conditions of Escrow:
  - a. The OHA has executed and delivered to the Escrow Holder the executed Grant Deed, attached as Exhibit A to the PSA;
  - b. The OHA has deposited with the Escrow Holder all funds necessary for the Close of Escrow; and
  - c. The OHA has approved a pro forma owner's policy of title insurance for the Properties.
5. Closing Costs: The Successor Agency will pay all closing costs, including the following:
  - a. Any and all state, county, or city documentary stamps or transfer taxes pertaining to the seller's conveyance of the Properties;
  - b. The base escrow fee, plus any additional requested or customary costs;
  - c. The premium for the owner's policy of title insurance for the Properties; and
  - d. Ad valorem taxes, if any, upon the Properties, and ad valorem taxes, if any, upon the PSA Agreement, or any rights thereunder.

## Grant Deed

1. Use: All property being conveyed to the OHA must be developed as affordable housing;
2. Covenants Run with the Land: All covenants contained in the grant deed run with the land;
3. Term: All covenants contained in this Grant Deed shall remain in effect for 55 years;
4. Right of Reverter: The Successor Agency has the right, at its option, to re-enter and take possession of the property being conveyed to the OHA, and the OHA must forfeit its title to the property and all improvements if, after conveyance of title and prior to completion of construction of the affordable housing, the OHA does not comply with the following terms:
  - a. Following City issuance of a building permit, abandons, substantially suspends, or fails to proceed with the construction of the affordable housing development for a period of three months, after written notice thereof from the Grantor; and
  - b. Transfers or suffers any involuntary transfer of the Property, or any part thereof, in violation of the Grant Deed;
5. Upon completion of construction of all required improvements on the Property, the Successor Agency's Right of Reverter will terminate; and
6. All terms of the Grant Deed will be binding upon the OHA and any successors and assigns of the OHA.

## 33433 Report

Pursuant to California Health and Safety Code Section 33433, before any successor agency-owned property, acquired in whole or in part, directly or indirectly, with tax increment money is sold or leased for development pursuant to the redevelopment plan, the legislative body shall first approve the sale or lease by resolution after a public hearing. 33433 requires staff to submit a summary report of the sale agreement (Attachment 6), which includes the (i) cost of sale to the successor agency; (ii) estimated value of interest conveyed as determined at highest and best uses permitted under redevelopment plan; (iii) estimated value of interest conveyed as determined at use and with conditions required by sale and explanation for any difference in price if the sale price is less than fair market value; and (iv) explanation of why sale will assist in the elimination of blight.

## Next Steps

The approval of the sale of Successor Agency-owned property requires approval by the Successor Agency, Oversight Board, and the DOF. If the Successor Agency accepts the OHA's offer to purchase the subject properties, staff intends to seek the Oversight Board's approval on October 27, 2021. Once approved by the Oversight Board and documentation forwarded to the DOF, the DOF would have approximately 100 days to review the request.

## **STRATEGIC PRIORITIES**

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

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

## **FINANCIAL IMPACT**

The sale price for the Properties totals \$212,740. Per the redevelopment Dissolution Law, net proceeds from the sale of the Properties would be transferred to the Ventura County Auditor-Controller for distribution to the other taxing entities. The City's General Fund, as a taxing entity, would potentially receive approximately \$42,000, or an estimated 19.6% of any sales proceeds, in residual distribution from the County. This amount would be deposited into General Fund Residual Distribution to the City (account no. 101-1001-511.70-09).

The Successor Agency will be responsible for paying for all closing costs and related items listed in the staff report under item 5 of the PSA terms. This expenditure is budgeted in the Successor Agency's Fiscal Year 2021-22 Recognized Obligation Payment Schedule Line #101 (account no. 429-4640-862.82-09).

Housing Department and OHA staff will return to the City Council and the Housing Authority Board of Commissioners prior to the required December 29, 2022 deadline to satisfy all escrow conditions, as stated in the PSA, for authorization to execute a Grant Agreement between the City and the OHA, with the use of local or federal funds, to purchase the Properties.

## **COMMITTEE OUTCOME**

During the Community Services, Public Safety, Housing & Development Committee (Committee) meeting on September 14, 2021, staff informed the Committee that the following corrections would be made to the staff report and OHA resolution prior to the City Council meeting on October 5, 2021:

1. Update recommendation #2 to state that the OHA, in addition to adopting a resolution, will also conduct a public hearing; and
2. In the OHA resolution, replace the term "Governing Board" with "Board of Commissioners" wherever it appears and update Section 6 of the OHA resolution by replacing the term "Executive Director" with "Housing Director."

The Committee voted 3-0 on September 14, 2021, to approve the staff recommendation with corrections and forward this item for Council approval.

*Prepared by: Adam Smith, Project Manager, Elsa Brown, Affordable Housing Program Manager*

## **ATTACHMENTS**

1. Agreement No. A-8372 - Purchase & Sale Agreement
2. Successor Agency Resolution
3. Oxnard Housing Authority Resolution
4. City Resolution
5. Agreement No. A-8247 - Exclusive Negotiating Agreement - SA & OHA
6. 33433 Report - SA to OHA.docx
7. Presentation - Sale of Successor Agency-owned properties

# ADDITIONAL SUCCESSOR AGENCY PARCELS



Location of the  
Additional Successor  
Agency Parcels





# CITY OF OXNARD PARKS & RECREATION MASTER PLAN

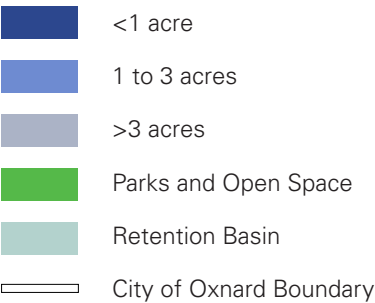
FEBRUARY 2021



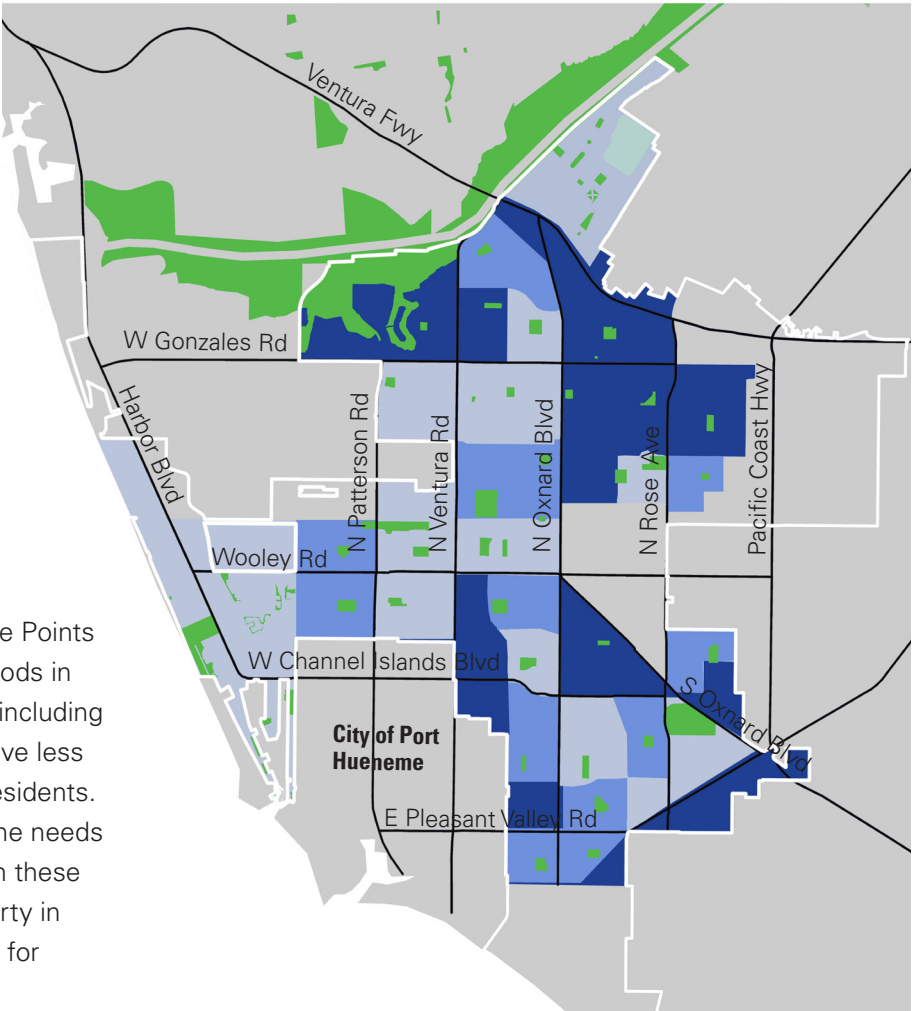


# Park Acres Per 1,000 Residents

Park Acres per 1,000 Residents by Block Groups



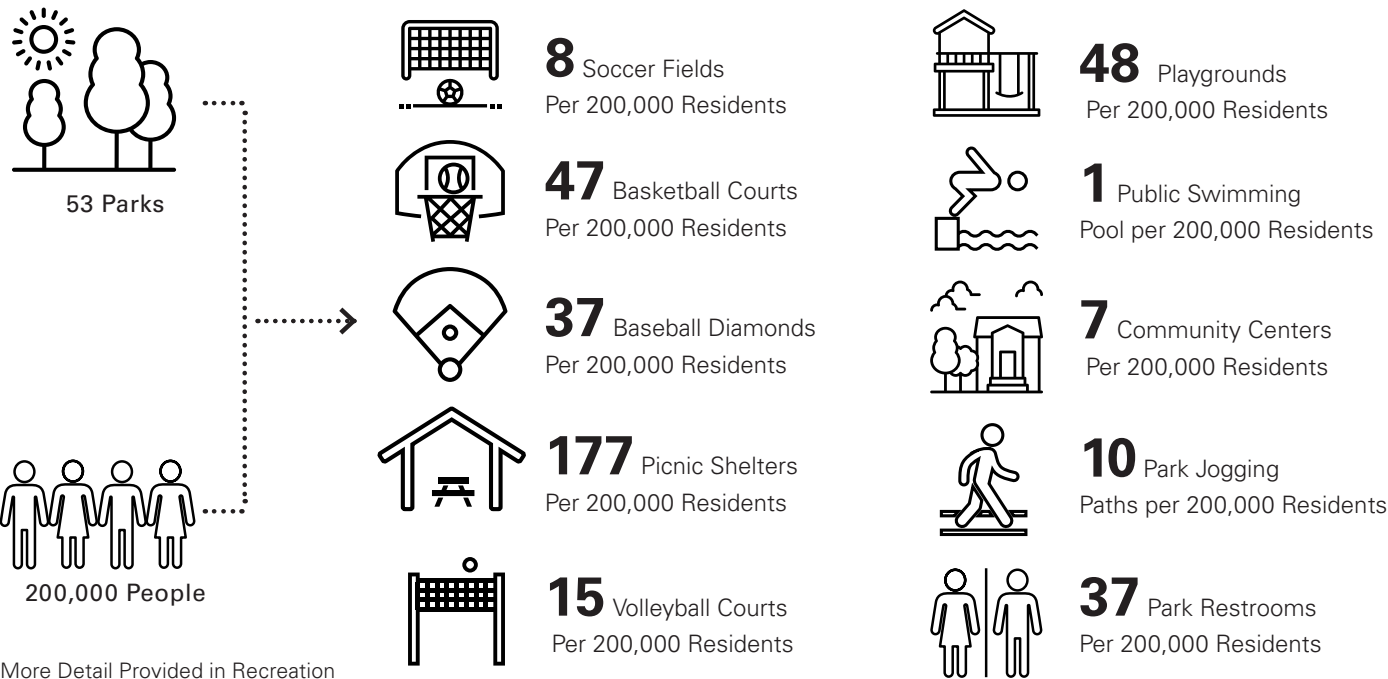
The city’s most significant gap is the Five Points neighborhood. Several other neighborhoods in the center and eastern edge of the city, including Tierra Vista, Mar Vista and Redwood, have less than one acre of park space per 1,000 residents. This is not enough park space to meet the needs of the city’s current population density in these areas. It is unknown at this time if property in these areas could be potentially secured for additional space.



Source: [www.parksforcalifornia.org/parkaccess](http://www.parksforcalifornia.org/parkaccess)



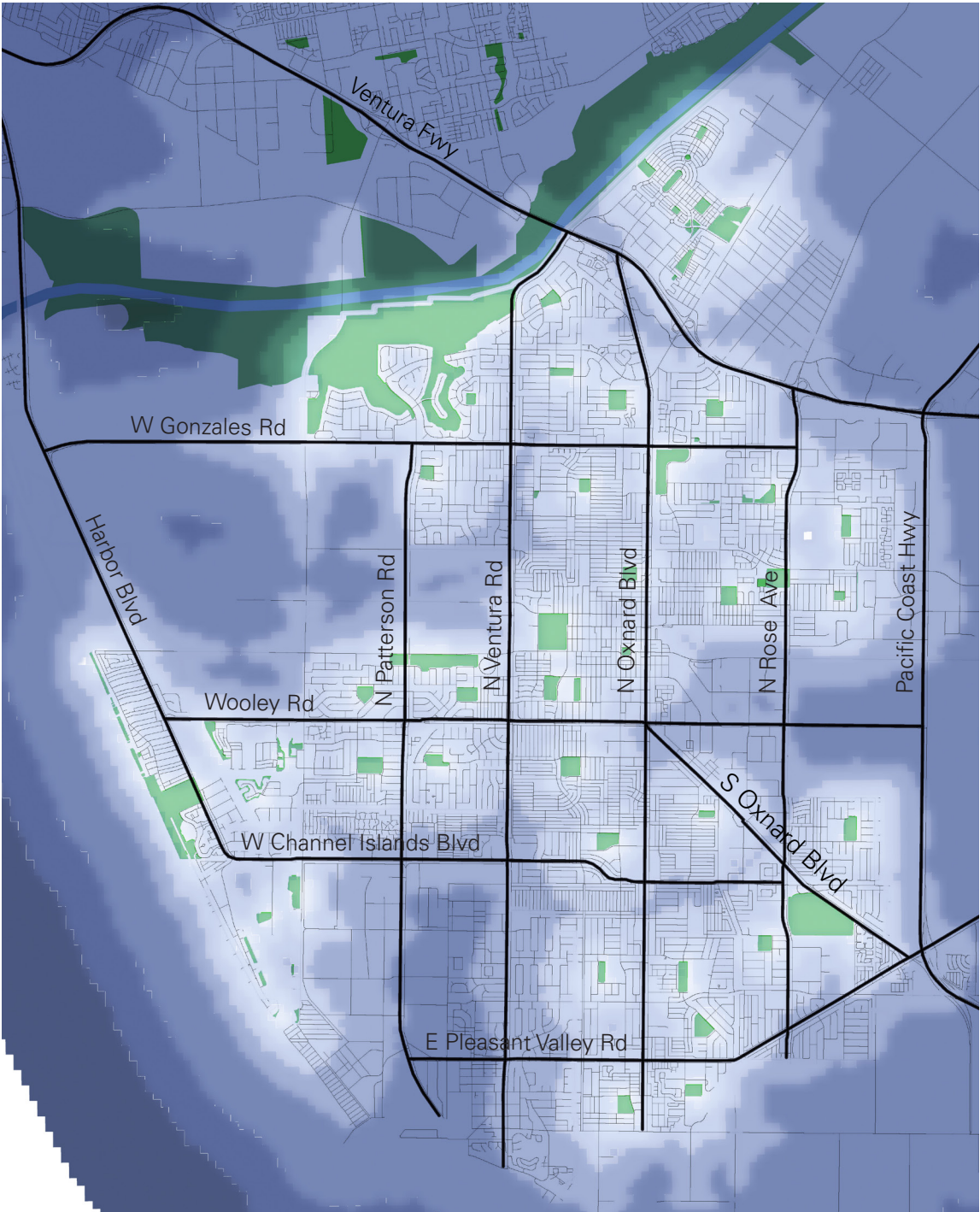
## OXNARD PARK AMENITIES PER POPULATION STATISTICS



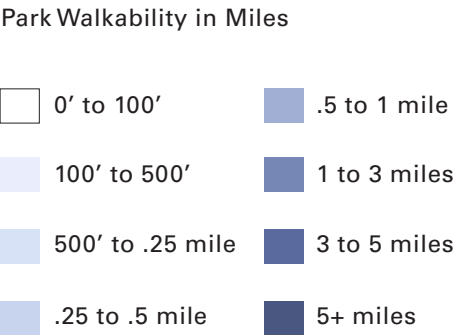
More Detail Provided in Recreation Comparison Table



PARK WALKABILITY FROM RESIDENTIAL COMMUNITIES



The majority of Oxnard’s neighborhoods are within a half a mile walk of a park. However, some communities in the southern regions of Oxnard are closer to one mile from a park. The neighborhoods that have a higher walk time to any major park should be considered first for new parks and recreation spaces.







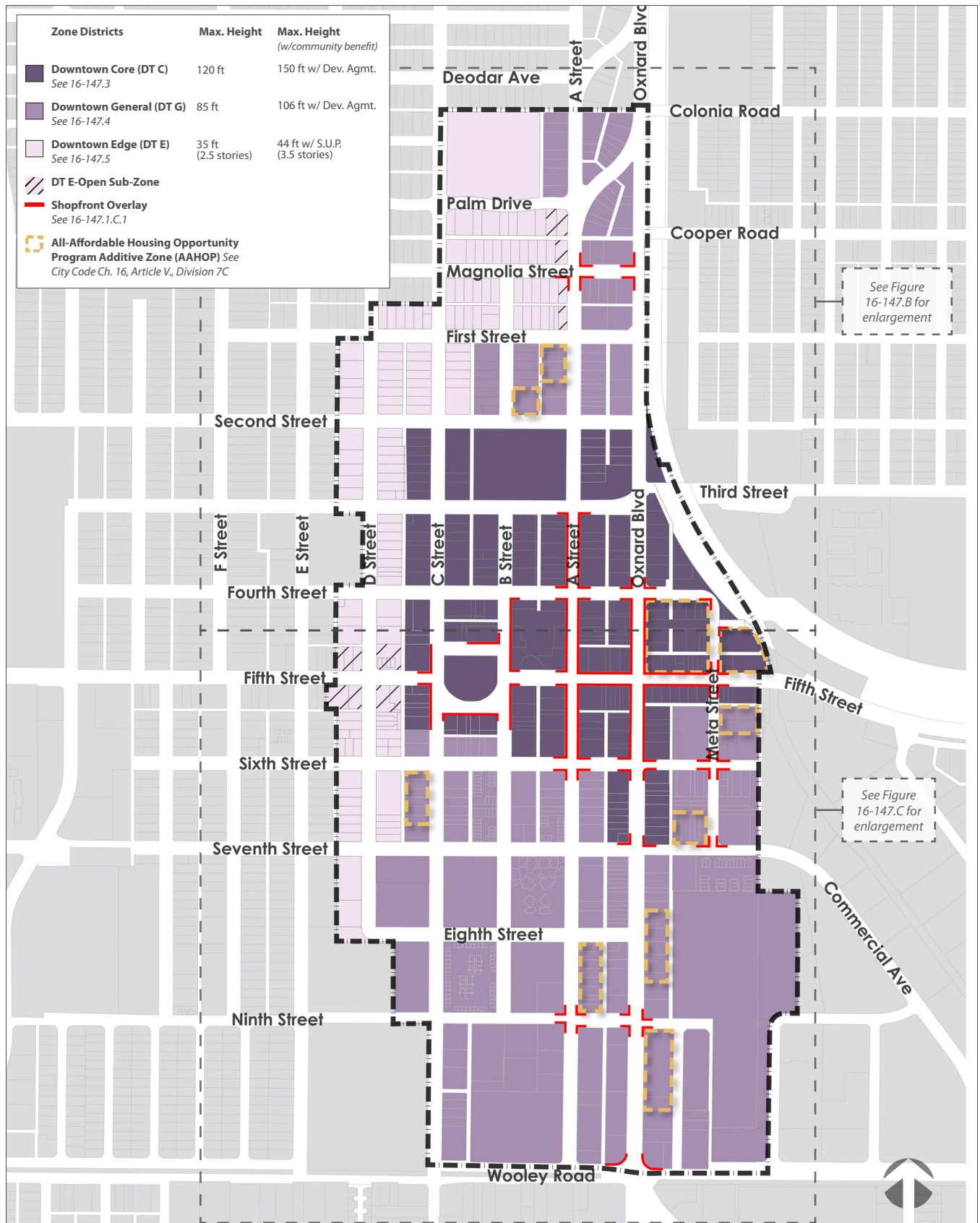
# DOWNTOWN CODE

CITY OF OXNARD | 16 JULY 2019





**Zoning District Regulating Plan**  
**Fig. 16-147.A**



# 16-153 Public Open Space

Sections:

16-153.1 Applicability.....58

A. Standards.....58

Table 16-153; Required Public Space.....58

Table 16-153.B; Plaza.....59

Table 16-153.C; Pocket Park.....60

Table 16-153.D; Paseo.....61

Table 16-153.E; Woonerf.....62



A public green integrated within a main street environment.

## 16-153.1 Applicability

This section establishes the standards for the types of public space based on the intended physical character through four types of spaces: 1) Plazas; 2) Pocket Parks; 3) Paseos; and 4) Woonerfs. These types are generally based on their function. Collectively, the civic spaces are designed to function as a comprehensive system of public open space that supports the variety of physical contexts in mixed use places.

The standards of this section apply to a new building(s) on a site of at least 20,000 square feet.

### A. Standards

Each development subject to this section is required to provide on-site public space as identified in *Table 16-153*.

| Required Public Space<br>Table 16-153 |                                    |
|---------------------------------------|------------------------------------|
| Site Size                             | Min Public Space<br>to be Provided |
| 20,000 sq ft to 2 acres               | min 7%                             |
| > 2 acres                             | min 10%                            |

## Plaza

### Table 16-153.B

#### Plaza

A formal publicly accessible space with focused landscaping and hardscape for civic purposes and commercial activities, spatially defined by building frontages, and located at the intersection of important streets or pedestrian paths.

The plaza's principle function is to serve as a flexible gathering space and to support civic and commercial activities such as farmer's markets, music concerts and art fairs. The plaza's design serves all ages and abilities providing convenient pedestrian connections through the space to the surrounding building frontages.



*A plaza square with a central fountain and seating areas.*

## Design Standards and Guidelines

### 4. Landscape

- a. Landscape materials should be a balance of drought-tolerant trees, plants and groundcover that provide significant shade and interconnected spaces for convenient movement through the space.
- b. The ground surface should vary to provide a sense of physical movement across the plaza as well as support water drainage and reclamation patterns.
- c. Furnishings such as benches, chairs, Tables and drinking fountains should be provided.

### 5. Design Details and Elements

- a. **Size.** Smaller dimension must be at least half of the larger; no dimension may be less than 25'.
- b. **Visibility.** The plaza is visible from adjacent streets. Pedestrians and motorists alike must be able see through the space to the building façades at the back of the plaza.
- c. **Frontages and Adjacencies.** The plaza has street frontage on at least one side.
- d. **Lighting.** Illumination levels should be at least 1 foot-candle and not more than 7, per on-site lighting standards (*Section 16-320*)
- e. **Structures and Improvements.** The space should provide iconic locations for pavilions, kiosks, bandstands, public art, water features and monuments to enhance the space while not obstructing views and pedestrian connections.



*Plazas create essential gathering spaces that support local commercial and retail uses.*



## Pocket Park

### Table 16-153.C

### Pocket Park

A small public open space tucked into a block generally for the recreation of children, generally fenced and may include an open shelter. Pocket Parks may be located anywhere within a block but should be strategically placed and sized to contribute to the larger network of open spaces. Pocket parks are often ideal on small neighborhood blocks adjacent to blocks that have larger open spaces.

Pocket parks may serve as gateways or iconic markers for smaller neighborhood sub-areas.



*A combination of turf and simple hardscapes.*



*Neighborhood-serving recreation facilities are ideal for Pocket Parks.*

## Design Standards and Guidelines

### 1. Landscape

- a. The ground surface may be predominately green, hardscape, or a balance of both. Paved paths and hardscape features should be integrated to encourage pedestrian movement through the park.
- b. Unobstructed lawn, planting beds, hardscape, and or drought tolerant landscape are recommended.
- c. Trees should be arranged either naturalistically or formally and shall be of sufficient scale for the context.

### 2. Design Details and Elements

- d. **Size.** Smaller dimension must be at least half of the larger; no dimension may be less than 25'.
- e. **Visibility.** Visibility across, from one side of the Pocket Park to the other is required. Hedges and walls shall not exceed 36 inches in height.
- f. **Frontages and Adjacencies.** The Pocket Park fronts at least one public street when located mid-block, or two public streets on the corner of a block.
- g. **Shading.** Shade structures are allowed but shall be reviewed for appropriate scale and to not visually dominate the space.
- h. **Lighting.** Illumination levels should be at least 1 foot-candle and not more than 7, per on-site lighting standards (*Section 16-320*)
- i. **Structures and Improvements.** Structures may include by are not limited to pergolas, trellises, small monuments, water features, and pedestrian amenities (benches, Tables, drinking fountains, etc.), bike racks, playground equipment and informal athletic courts that provide a focus to the Pocket Park.

## Paseo

### Table 16-153.D

### Paseo

A narrow public pedestrian way that provides beautiful mid-block connections. Paseos can accommodate residential, commercial and other non-residential frontages. Paseos present the opportunity to improve pedestrian connectivity and safety while reducing the need for vehicular right-of-ways. Paseos lead or connect to other streets or open spaces.

Paseos can provide additional locations for shop-fronts, patios and outside dining, informal open spaces and mini-plazas between buildings.



*A Paseo can create active pedestrian environments with dining areas.*

## Design Standards and Guidelines

### 1. Landscape

- a. Trees may be arranged at varying intervals along the side or in the middle of the Paseo to accommodate pedestrian furniture and seating areas. Variability in tree species, size and spacing is allowed.
- b. Landscaping should allow for pedestrians to meander through the Paseo side-to-side, especially in paseos lined with commercial frontages, but a defined route should encourage movement through the space.

### 2. Design Details and Elements

- a. **Size.** Paseos range in width from 10-25 feet in width and up to the entire depth or length of a block.
- b. **Visibility.** All buildings along paseos have an entrance on the Paseo.
- c. **Frontages and Adjacencies.** Residential and non-residential buildings open directly onto the Paseo with the integration of stoops, patios and similar frontages.
- d. **Lighting.** Illumination levels should be at least 1 foot-candle and not more than 7, per on-site lighting standards (*Section 16-320*).
- e. **Structures and Improvements.** Small side courts, rest areas and pedestrian amenities (benches, picnic Tables, etc.) may be located in the Paseo.



*Wide paseos with significant landscaping create a natural and private environment between multi-family buildings.*



## Woonerf

### Table 16-153.E;

### Woonerf

A shared linear space intended to transform existing alleyways into a secondary pedestrian and cyclist friendly connected pathway system within Downtown. Woonerfs are designed primarily for pedestrians and cyclists, secondarily to accommodate slow moving and service vehicles, and thirdly can serve as flexible gathering space. The woonerf provides an opportunity to convert utilitarian space into safe public green space within an urban environment. Woonerfs are typically mid-block and run the length of the block. A new woonerf can be introduced if an entire City block is being developed.



*Pedestrians, bicycles and vehicles all coexist within the Green Alley/Woonerf.*

## Design Standards and Guidelines

### 1. Landscape

- a. Trees can be selectively placed along the woonerf, typically within the setback area on adjacent private property. Tree species must accommodate the needs of Oxnard Fire and Public Works vehicles.
- b. Planting material can occur within pavers, in movable planters on castors in the right-of-way, or within the setback area on adjacent private property to be incorporated into the woonerf.

### 2. Design Details and Elements

- a. **Size.** City alley rights-of-way vary in size but are generally between 14 to 20 feet in width. At all times, a 20 foot wide driving surface is required for Fire and Public Works vehicles. The remaining space (i.e., any width wider than the required 20 feet) may be used for landscaping and amenities. Building setback areas abutting the alley are to be incorporated with the woonerf's overall design. The building setback area incorporated into the woonerf is to be credited to a development project's minimum square footage requirement per Table 16-153.
- b. **Alley Functionality and Visibility.** Woonerfs are to accommodate the utility, service and ingress / egress functions of an alley, and are to connect to public roads at both ends or a public road on one end and a public amenity on the other end as authorized by the Public Works Director. Woonerfs and their features must accommodate Oxnard Police and Public Works sightline requirements.
- c. **Service Entries and Adjacencies.** Building entrances, driveways, utilities, and service vehicles and emergency vehicles needs shall be accommodated within the improvements.
- d. **Parking.** Although accessible by vehicles, parking is discouraged within the Woonerf. When limited parking is allowed, it shall be for only loading or unloading.
- e. **Lighting.** Illumination levels must be at least 1 foot-candle and not more than 7 foot-candles. Building mounted lighting may spill over into the alley right-of-way. Blank walls may be used for projecting images to encourage social gatherings, and the project image's lighting levels may exceed this foot-candle standard as authorized by the Community Development Director. Light strings or other items crossing the alley shall be allowed only with approval from the Fire Department and Public Works and with a minimum height of 15 feet.
- f. **Structures and Improvements.** Benches, tables, bike racks and/or other pedestrian or cyclist amenities may be located in the woonerf, setback or on adjacent buildings. Fixed amenities and features cannot be located within the right-of-way without Fire and Public Works authorization. Furnishings such as benches and tables are allowed but must be movable from the City right-of-way.
- g. **Movable structures.** Movable structures are to be allowed within the woonerf provided clear paths of travel are maintained. It is the responsibility of the immediately abutting property owners to maintain paths of travel and minimize nuisance conditions associated with movable structures.
- h. **Public Art.** Public art is encouraged to be placed along the woonerf.



**Oxnard Community Development Commission  
Successor Agency**

**REVISED Long-Range Property Management Plan**

**Prepared By  
City of Oxnard Community Development Department**

**Contact Person  
Kymberly R. Horner  
Economic Development Director**

**Revised LRPMP Approved by:  
Oxnard Community Development Commission Successor Agency**

**By Resolution: No. 18    Date: October 20, 2015**

**Revised LRPMP Approved by:  
Oversight Board to the Oxnard Community Development Commission Successor  
Agency**

**By Resolution: No. 65    Date: November 2, 2015**

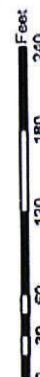
**Oxnard Community Development Department**

214 South C Street  
Oxnard, CA 93030  
805.385.7407  
Fax 805. 385.7408  
[www.ci.oxnard.ca.us](http://www.ci.oxnard.ca.us)



Parcel 1 - 1  
Parcel 1 - 2  
Parcel 1 - 3  
Parcel 1 - 4  
Parcel 1 - 5  
Parcel 1 - 6  
Parcel 1 - 7

OXNARD  
November 1, 2013



**Group 1 Parcels**  
Aerial map with parcel line overlay.  
For illustrative purposes only.  
APN displayed are 9 digit without zipcodes.  
Typical models are 121-156-789.

2010 Agriat

1:1,250



## Group I

### Parcels Located Near Meta Street Intersections with Sixth Street and Seventh Street

Parcels in Group I are vacant parcels and are designated for sale. All parcels are included within the City's Downtown Strategic Plan.

|                                                                                                                                    |                                                                                                                                                                                                                    |                      |              |
|------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--------------|
| <b>Assessor's Parcel No.</b>                                                                                                       | <b>201-0-213-100</b>                                                                                                                                                                                               | <b>Parcel ID No.</b> | <b>I - 1</b> |
| Address                                                                                                                            | 538 South Meta Street                                                                                                                                                                                              |                      |              |
| Lot Size                                                                                                                           | 5,628 sq.ft.                                                                                                                                                                                                       |                      |              |
| Zoning                                                                                                                             | Central Business District (See Central Business District Zoning, Appendix B)                                                                                                                                       |                      |              |
| General Plan Land Use                                                                                                              | Central Business District (See General Plan Land Use, Appendix E)                                                                                                                                                  |                      |              |
| Date of Acquisition                                                                                                                | May 18, 1990                                                                                                                                                                                                       |                      |              |
| Value at Time of Acquisition                                                                                                       | Unknown                                                                                                                                                                                                            |                      |              |
| Purpose for Acquisition                                                                                                            | Downtown revitalization per Merged Redevelopment Plan                                                                                                                                                              |                      |              |
| Estimated Current Value                                                                                                            | \$28,140 (Estimate pursuant to Broker Opinion of Value)                                                                                                                                                            |                      |              |
| Lease, Rental or other Revenues                                                                                                    | No revenue is realized from this lot.                                                                                                                                                                              |                      |              |
| Contractual Obligations for Lease, Rental or other Revenues                                                                        | Lot not subject to any contractual obligations.                                                                                                                                                                    |                      |              |
| History of Environmental Contamination                                                                                             | No evidence of environmental contamination on record.                                                                                                                                                              |                      |              |
| Potential for Transit-Oriented Development                                                                                         | This parcel has no potential for transit-oriented development                                                                                                                                                      |                      |              |
| History of Development Activity or Proposals                                                                                       | Lot is vacant.                                                                                                                                                                                                     |                      |              |
| Disposition Category                                                                                                               | Property will be listed For Sale and sold for an amount identified in an appraisal or Broker Opinion of Value. Proceeds from sale will be transferred to the CAC for distribution to the affected taxing entities. |                      |              |
| Notes: Parcel was acquired by CDC pursuant to the Merged Redevelopment Plan and existing buildings were demolished. Lot is vacant. |                                                                                                                                                                                                                    |                      |              |

|                                                                                                                                    |                                                                                                                                                                                                                    |                      |              |
|------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--------------|
| <b>Assessor's Parcel No.</b>                                                                                                       | <b>201-0-213-130</b>                                                                                                                                                                                               | <b>Parcel ID No.</b> | <b>I - 2</b> |
| Address                                                                                                                            | No address assigned                                                                                                                                                                                                |                      |              |
| Lot Size                                                                                                                           | 4,513 sq.ft.                                                                                                                                                                                                       |                      |              |
| Zoning                                                                                                                             | Central Business District (See Central Business District Zoning, Appendix B)                                                                                                                                       |                      |              |
| General Plan Land Use                                                                                                              | Central Business District (See General Plan Land Use, Appendix E)                                                                                                                                                  |                      |              |
| Date of Acquisition                                                                                                                | December 30, 1986                                                                                                                                                                                                  |                      |              |
| Value at Time of Acquisition                                                                                                       | \$18,000                                                                                                                                                                                                           |                      |              |
| Purpose for Acquisition                                                                                                            | Downtown revitalization per Merged Redevelopment Plan                                                                                                                                                              |                      |              |
| Estimated Current Value                                                                                                            | \$90,260 (Estimate pursuant to a Broker Opinion of Value)                                                                                                                                                          |                      |              |
| Lease, Rental or other Revenues                                                                                                    | No revenue is realized from this lot.                                                                                                                                                                              |                      |              |
| Contractual Obligations for Lease, Rental or other Revenues                                                                        | Lot not subject to any contractual obligations.                                                                                                                                                                    |                      |              |
| History of Environmental Contamination                                                                                             | No evidence of environmental contamination on record.                                                                                                                                                              |                      |              |
| Potential for Transit-Oriented Development                                                                                         | This parcel has no potential for transit-oriented development                                                                                                                                                      |                      |              |
| History of Development Activity or Proposals                                                                                       | Lot is vacant.                                                                                                                                                                                                     |                      |              |
| Disposition Category                                                                                                               | Property will be listed For Sale and sold for an amount identified in an appraisal or Broker Opinion of Value. Proceeds from sale will be transferred to the CAC for distribution to the affected taxing entities. |                      |              |
| Notes: Parcel was acquired by CDC pursuant to the Merged Redevelopment Plan and existing buildings were demolished. Lot is vacant. |                                                                                                                                                                                                                    |                      |              |

|                                                                                                                                    |                                                                                                                                                                                                                    |                      |              |
|------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--------------|
| <b>Assessor's Parcel No.</b>                                                                                                       | <b>201-0-213-140</b>                                                                                                                                                                                               | <b>Parcel ID No.</b> | <b>I - 3</b> |
| Address                                                                                                                            | 544 Meta Street                                                                                                                                                                                                    |                      |              |
| Lot Size                                                                                                                           | 1,825 sq.ft.                                                                                                                                                                                                       |                      |              |
| Zoning                                                                                                                             | Central Business District (See Central Business District Zoning, Appendix B)                                                                                                                                       |                      |              |
| General Plan Land Use                                                                                                              | Central Business District (See General Plan Land Use, Appendix E)                                                                                                                                                  |                      |              |
| Date of Acquisition                                                                                                                | November 15, 1990                                                                                                                                                                                                  |                      |              |
| Value at Time of Acquisition                                                                                                       | \$23,000                                                                                                                                                                                                           |                      |              |
| Purpose for Acquisition                                                                                                            | Downtown revitalization per Merged Redevelopment Plan                                                                                                                                                              |                      |              |
| Estimated Current Value                                                                                                            | \$36,500 (Estimate pursuant to a Broker Opinion of Value)                                                                                                                                                          |                      |              |
| Lease, Rental or other Revenues                                                                                                    | No revenue is realized from this lot.                                                                                                                                                                              |                      |              |
| Contractual Obligations for Lease, Rental or other Revenues                                                                        | Lot not subject to any contractual obligations.                                                                                                                                                                    |                      |              |
| History of Environmental Contamination                                                                                             | No evidence of environmental contamination on record.                                                                                                                                                              |                      |              |
| Potential for Transit-Oriented Development                                                                                         | This parcel has no potential for transit-oriented development                                                                                                                                                      |                      |              |
| History of Development Activity or Proposals                                                                                       | Lot is vacant.                                                                                                                                                                                                     |                      |              |
| Disposition Category                                                                                                               | Property will be listed For Sale and sold for an amount identified in an appraisal or Broker Opinion of Value. Proceeds from sale will be transferred to the CAC for distribution to the affected taxing entities. |                      |              |
| Notes: Parcel was acquired by CDC pursuant to the Merged Redevelopment Plan and existing buildings were demolished. Lot is vacant. |                                                                                                                                                                                                                    |                      |              |

|                                                                                                                                    |                                                                                                                                                                                                                    |                      |              |
|------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--------------|
| <b>Assessor's Parcel No.</b>                                                                                                       | <b>201-0-272-020</b>                                                                                                                                                                                               | <b>Parcel ID No.</b> | <b>I - 4</b> |
| Address                                                                                                                            | 544 Meta Street                                                                                                                                                                                                    |                      |              |
| Lot Size                                                                                                                           | 4,299 sq.ft.                                                                                                                                                                                                       |                      |              |
| Zoning                                                                                                                             | Central Business District (See Central Business District Zoning, Appendix B)                                                                                                                                       |                      |              |
| General Plan Land Use                                                                                                              | Central Business District (See General Plan Land Use, Appendix E)                                                                                                                                                  |                      |              |
| Date of Acquisition                                                                                                                | October 4, 1988                                                                                                                                                                                                    |                      |              |
| Value at Time of Acquisition                                                                                                       | Unknown                                                                                                                                                                                                            |                      |              |
| Purpose for Acquisition                                                                                                            | Downtown revitalization per Merged Redevelopment Plan                                                                                                                                                              |                      |              |
| Estimated Current Value                                                                                                            | \$42,990 (Estimate pursuant to Broker Opinion of Value)                                                                                                                                                            |                      |              |
| Lease, Rental or other Revenues                                                                                                    | No revenue is realized from this lot.                                                                                                                                                                              |                      |              |
| Contractual Obligations for Lease, Rental or other Revenues                                                                        | Lot not subject to any contractual obligations.                                                                                                                                                                    |                      |              |
| History of Environmental Contamination                                                                                             | No evidence of environmental contamination on record.                                                                                                                                                              |                      |              |
| Potential for Transit-Oriented Development                                                                                         | This parcel has no potential for transit-oriented development                                                                                                                                                      |                      |              |
| History of Development Activity or Proposals                                                                                       | Lot is vacant.                                                                                                                                                                                                     |                      |              |
| Disposition Category                                                                                                               | Property will be listed For Sale and sold for an amount identified in an appraisal or Broker Opinion of Value. Proceeds from sale will be transferred to the CAC for distribution to the affected taxing entities. |                      |              |
| Notes: Parcel was acquired by CDC pursuant to the Merged Redevelopment Plan and existing buildings were demolished. Lot is vacant. |                                                                                                                                                                                                                    |                      |              |

|                                                                                                                                    |                                                                                                                                                                                                                    |                      |              |
|------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--------------|
| <b>Assessor's Parcel No.</b>                                                                                                       | <b>201-0-272-030</b>                                                                                                                                                                                               | <b>Parcel ID No.</b> | <b>I - 5</b> |
| Address                                                                                                                            | No address assigned                                                                                                                                                                                                |                      |              |
| Lot Size                                                                                                                           | 4,299 sq.ft.                                                                                                                                                                                                       |                      |              |
| Zoning                                                                                                                             | Central Business District (See Central Business District Zoning, Appendix B)                                                                                                                                       |                      |              |
| General Plan Land Use                                                                                                              | Central Business District (See General Plan Land Use, Appendix E)                                                                                                                                                  |                      |              |
| Date of Acquisition                                                                                                                | December 30, 1986                                                                                                                                                                                                  |                      |              |
| Value at Time of Acquisition                                                                                                       | \$16,000                                                                                                                                                                                                           |                      |              |
| Purpose for Acquisition                                                                                                            | Downtown revitalization per Merged Redevelopment Plan                                                                                                                                                              |                      |              |
| Estimated Current Value                                                                                                            | \$42,990 (Estimate pursuant to Broker Opinion of Value)                                                                                                                                                            |                      |              |
| Lease, Rental or other Revenues                                                                                                    | No revenue is realized from this lot.                                                                                                                                                                              |                      |              |
| Contractual Obligations for Lease, Rental or other Revenues                                                                        | Lot not subject to any contractual obligations.                                                                                                                                                                    |                      |              |
| History of Environmental Contamination                                                                                             | No evidence of environmental contamination on record.                                                                                                                                                              |                      |              |
| Potential for Transit-Oriented Development                                                                                         | This parcel has no potential for transit-oriented development                                                                                                                                                      |                      |              |
| History of Development Activity or Proposals                                                                                       | Lot is vacant.                                                                                                                                                                                                     |                      |              |
| Disposition Category                                                                                                               | Property will be listed For Sale and sold for an amount identified in an appraisal or Broker Opinion of Value. Proceeds from sale will be transferred to the CAC for distribution to the affected taxing entities. |                      |              |
| Notes: Parcel was acquired by CDC pursuant to the Merged Redevelopment Plan and existing buildings were demolished. Lot is vacant. |                                                                                                                                                                                                                    |                      |              |

|                                                                                                                                    |                                                                                                                                                                                                                    |                      |              |
|------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--------------|
| <b>Assessor's Parcel No.</b>                                                                                                       | <b>201-0-272-170</b>                                                                                                                                                                                               | <b>Parcel ID No.</b> | <b>I - 6</b> |
| Address                                                                                                                            | 144 E. Sixth Street                                                                                                                                                                                                |                      |              |
| Lot Size                                                                                                                           | 7,404 sq.ft.                                                                                                                                                                                                       |                      |              |
| Zoning                                                                                                                             | Central Business District (See Central Business District Zoning, Appendix B)                                                                                                                                       |                      |              |
| General Plan Land Use                                                                                                              | Central Business District (See General Plan Land Use, Appendix E)                                                                                                                                                  |                      |              |
| Date of Acquisition                                                                                                                | December 30, 1986                                                                                                                                                                                                  |                      |              |
| Value at Time of Acquisition                                                                                                       | \$32,000                                                                                                                                                                                                           |                      |              |
| Purpose for Acquisition                                                                                                            | Downtown revitalization per Merged Redevelopment Plan                                                                                                                                                              |                      |              |
| Estimated Current Value                                                                                                            | \$111,060 (Estimate pursuant to Broker Opinion of Value)                                                                                                                                                           |                      |              |
| Lease, Rental or other Revenues                                                                                                    | No revenue is realized from this lot.                                                                                                                                                                              |                      |              |
| Contractual Obligations for Lease, Rental or other Revenues                                                                        | Lot not subject to any contractual obligations.                                                                                                                                                                    |                      |              |
| History of Environmental Contamination                                                                                             | No evidence of environmental contamination on record.                                                                                                                                                              |                      |              |
| Potential for Transit-Oriented Development                                                                                         | This parcel has no potential for transit-oriented development                                                                                                                                                      |                      |              |
| History of Development Activity or Proposals                                                                                       | Lot is vacant.                                                                                                                                                                                                     |                      |              |
| Disposition Category                                                                                                               | Property will be listed For Sale and sold for an amount identified in an appraisal or Broker Opinion of Value. Proceeds from sale will be transferred to the CAC for distribution to the affected taxing entities. |                      |              |
| Notes: Parcel was acquired by CDC pursuant to the Merged Redevelopment Plan and existing buildings were demolished. Lot is vacant. |                                                                                                                                                                                                                    |                      |              |



|                                                                                                                                    |                                                                                                                                                                                                                    |               |       |
|------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------|
| Assessor's Parcel No.                                                                                                              | 201-0-272-200                                                                                                                                                                                                      | Parcel ID No. | 1 - 7 |
| Address                                                                                                                            | No address assigned                                                                                                                                                                                                |               |       |
| Lot Size                                                                                                                           | 2,465 sq.ft.                                                                                                                                                                                                       |               |       |
| Zoning                                                                                                                             | Central Business District (See Central Business District Zoning, Appendix B)                                                                                                                                       |               |       |
| General Plan Land Use                                                                                                              | Central Business District (See General Plan Land Use, Appendix E)                                                                                                                                                  |               |       |
| Date of Acquisition                                                                                                                | January 5, 1989                                                                                                                                                                                                    |               |       |
| Value at Time of Acquisition                                                                                                       | \$25,000                                                                                                                                                                                                           |               |       |
| Purpose for Acquisition                                                                                                            | Downtown revitalization per Merged Redevelopment Plan                                                                                                                                                              |               |       |
| Estimated Current Value                                                                                                            | \$12,325 (Estimate pursuant to Broker Opinion of Value)                                                                                                                                                            |               |       |
| Lease, Rental or other Revenues                                                                                                    | No revenue is realized from this lot.                                                                                                                                                                              |               |       |
| Contractual Obligations for Lease, Rental or other Revenues                                                                        | Lot not subject to any contractual obligations.                                                                                                                                                                    |               |       |
| History of Environmental Contamination                                                                                             | No evidence of environmental contamination on record.                                                                                                                                                              |               |       |
| Potential for Transit-Oriented Development                                                                                         | This parcel has no potential for transit-oriented development                                                                                                                                                      |               |       |
| History of Development Activity or Proposals                                                                                       | Lot is vacant.                                                                                                                                                                                                     |               |       |
| Disposition Category                                                                                                               | Property will be listed For Sale and sold for an amount identified in an appraisal or Broker Opinion of Value. Proceeds from sale will be transferred to the CAC for distribution to the affected taxing entities. |               |       |
| Notes: Parcel was acquired by CDC pursuant to the Merged Redevelopment Plan and existing buildings were demolished. Lot is vacant. |                                                                                                                                                                                                                    |               |       |

# **Reconsideration of Successor Agency and Oxnard Housing Authority Properties in the Meta Street Area**

City Council

July 28, 2022

Adam Smith, Project Manager

Emilio Ramirez, Housing Director



## **RECOMMENDATION**

2

- I. That the Board of Commissioners of the Housing Authority of the City of Oxnard upholds their October 5, 2021, decision to enter into a Purchase and Sale Agreement with the Oxnard Community Development Commission Successor Agency for property located on 6th and 7th streets adjacent to Meta Street (APNs 201-0-213-140, 201-0-272-030, 201-0-272-020, and 201-0-213-130)

2. That the Oxnard Community Development Commission Successor Agency:

- i. Upholds their October 5, 2021, decision to enter into a Purchase and Sale Agreement with the Housing Authority of the City of Oxnard for property located on 6th and 7th streets adjacent to Meta Street (APNs 201-0-213-140, 201-0-272-030, 201-0-272-020, and 201-0-213-130)
- ii. If the October 5, 2021 decision is not upheld, provide direction to staff to return to Committee to consider the parcels as either:
  - a. “Exempt Surplus Land” subject to the agency’s use and transfer ownership to the City of Oxnard in exchange for the price identified on the Long Range Property Management Plan; or
  - b. “Surplus Land” subject to future affordable housing construction through the California Department of Housing and Community Development.

2. That the Oxnard Community Development Commission Successor Agency:

- iii. Provide direction to staff to return to Committee to consider two (2) Successor Agency-owned properties (APNs 201-0-272-170, 201-0-272-200) as either:
  - a. “Exempt Surplus Land” subject to the agency’s use and transfer ownership to the City of Oxnard in exchange for the price identified on the Long Range Property Management Plan; or
  - b. “Surplus Land” subject to future affordable housing construction through the California Department of Housing and Community Development.

- Staff presented incomplete and incorrect information to the Successor Agency (SA) on October 5, 2021 during consideration of a Purchase and Sale Agreement between the Oxnard Housing Authority and SA for properties in the Meta Street Area
- Incomplete and incorrect information was regarding options for sale and use of the parcels.
  - Questions were raised about properties that were not part of the October 5, 2021 action - information concerning those parcels was also incomplete and incorrect.
- Despite the incorrect information staff recommends that the SA and OHA uphold their October 5, 2021 decision and enter into a PSA between to two agencies, in support of affordable housing AND provide direction to return to Committee regarding the additional Properties owned by the SA.

## SURPLUS LAND ACT

- Assembly Bill 1486 (the Law) requires a local agency to annually report on surplus land held by the local agency; the Law seeks to improve the process to provide notice of surplus land for affordable housing
  - Most recently, the Council declared 53 parcels surplus at their February 1, 2022 meeting
- Requires that any land owned in fee simple not necessary for “agency use” be declared surplus prior to disposition of the land
- Agency use = land that is used or planned to be used for the agency’s work or operations
  - Land for open space or recreational purposes would be considered agency’s use

- On November 14, 2017, the City Council authorized:
  - an agreement with HCD for grant funds to fund park facility improvements
  - \$278,000 in Measure O funding for the “possible purchase of this property understanding that this Affordable Housing Opportunity Site will need to identify a replacement site and denote replacement units in 2018 before the current site can be used for a park”
- In January 2020, the Measure O Citizen Oversight Committee recommended that the funding allocated for the land acquisition in the Five Points Neighborhood for a park be removed
- On February 18, 2020, the City Council took action to remove funding for the acquisition of land

## REMAINING SUCCESSOR AGENCY(SA) PARCELS

8



- “The Properties”: 2, 3, 6, 7 to construct affordable housing (the Properties)
  - Approved for sale to the OHA
- “Additional Properties”: 4 & 5





- On November 17, 2020, the SA entered into an Exclusive Negotiating Agreement (ENA) with the OHA for sites 2, 3, 6, 7 to construct affordable housing (the Properties)
- On December 17, 2020, with Dept. of Finance approval, the SA entered into the ENA with the OHA to negotiate the terms of a PSA for the Properties

## PSA BETWEEN OHA &amp; SUCCESSOR AGENCY FOR THE PROPERTIES



- On September 14, 2021, the Community Services, Public Safety, Housing & Development recommended the approval of the PSA
- On October 5, 2021, the Successor Agency and the OHA both approved the PSA





PSA Between Successor  
Agency and OHA for 4  
SA Properties

## PSA BETWEEN OHA & SUCCESSOR AGENCY

12

- Staff recommends that the Successor Agency and OHA uphold their prior decision to enter into a PSA between the two agencies, ensuring the development of additional affordable housing units in the City, consistent with the Housing Element.
- If the action is upheld, staff will return to the City Council and the OHA prior before the December 29, 2022 deadline to satisfy all escrow conditions for authorization to execute a Grant Agreement between the City and the OHA to purchase the Properties

- As stated earlier, on October 5, 2021, staff provided incomplete and incorrect information regarding the Additional Properties
- The Successor Agency actually has two options:
  1. Declare either or both of the parcels as “exempt surplus,” as defined earlier in this report which allows for “agency use” such as open space and recreational use; or
  2. Declare either or both of the parcels as “surplus” and offer them through HCD to developers for development, with a priority for affordable housing.

## THE ADDITIONAL PROPERTIES

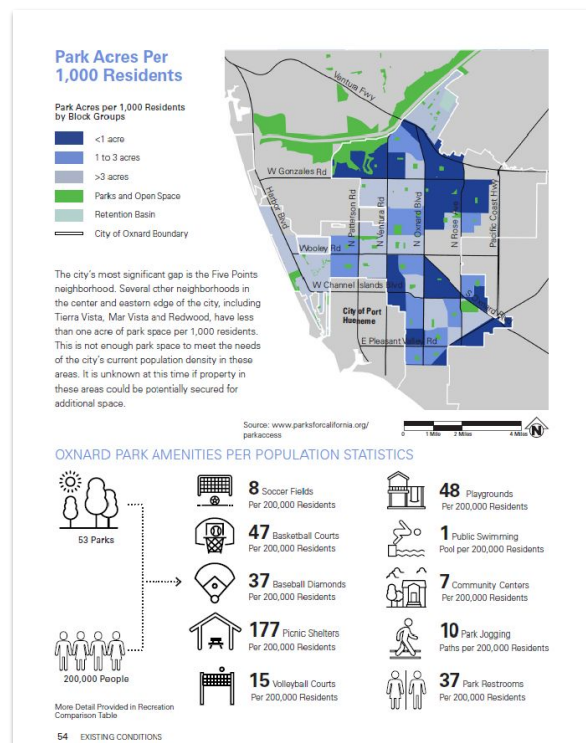




- The Parks Master Plan seeks to guide decision-making for the future development and management of the City's parks, recreation facilities, beaches, and open spaces
- Identifies Five Points as the City's most significant gap in park acres per 1,000 residents, with less than one (1) acre per 1,000 residents

## OXNARD PARKS AND RECREATION MASTER PLAN (2021)

- Plan states that the City “should consider acquiring some of the vacant lots in these areas to develop into parks, when and if resources become available”
- Also states the City “has a difficult time managing its existing parks, the City should focus funding on improving what they already have”



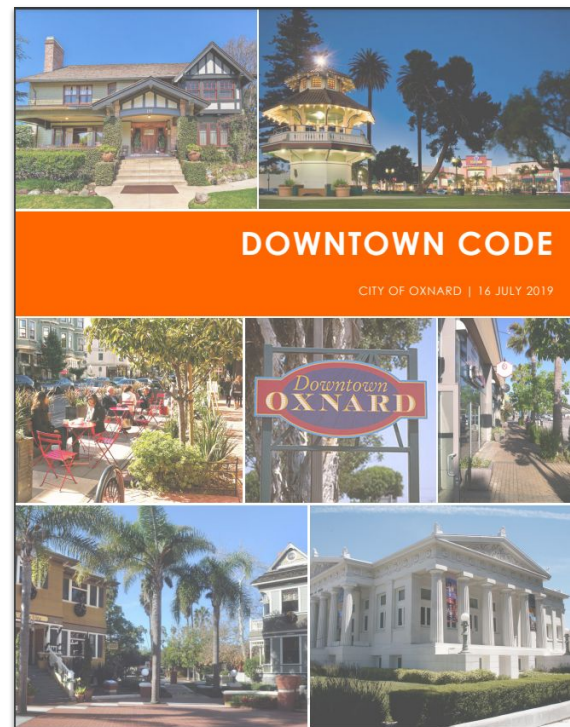


- Finally, the Parks Master Plan states that “the City should consider privatized parks/open spaces as a way to supplement the amount of park space the City can maintain”
- Concerns for developing a park in Five Points include the lack of continuous open space for recreational activities
- Lack of financial and staff resources and staff in the Public Works Department Parks Division to maintain the existing parks in the City

## DOWNTOWN CODE

18

- Adopted in July 2019
- Implements the City’s development and uses of individual lots and buildings in the Downtown area
- The Code lays the foundation for the creation and standards of public and private open spaces within the Downtown



## SECTION 16-153 | PUBLIC OPEN SPACE

**16-153 Public Open Space****Sections:**

|                                          |    |
|------------------------------------------|----|
| 16-153.1 Applicability.....              | 58 |
| A. Standards.....                        | 58 |
| Table 16-153: Required Public Space..... | 58 |
| Table 16-153.B: Plaza.....               | 59 |
| Table 16-153.C: Pocket Park.....         | 60 |
| Table 16-153.D: Plaza.....               | 61 |
| Table 16-153.E: Woonerf.....             | 62 |



A public green integrated within a main street environment.

**16-153.1 Applicability**

This section establishes the standards for the types of public space based on the intended physical character through four types of spaces: 1) Plaza; 2) Pocket Parks; 3) Paseos; and 4) Woonerfs. These types are generally based on their function. Collectively, the civic spaces are designed to function as a comprehensive system of public open space that supports the variety of physical contexts in mixed use places.

The standards of this section apply to a new building(s) on a site of at least 20,000 square feet.

**A. Standards**

Each development subject to this section is required to provide on-site public space as identified in Table 16-153.

| Required Public Space<br>Table 16-153 |                                    |
|---------------------------------------|------------------------------------|
| Site Size                             | Min Public Space<br>to be Provided |
| 20,000 sq ft to 2 acres               | min 7%                             |
| > 2 acres                             | min 10%                            |

58 | 07.16.19

- A public open space requirement was incorporated into the Code in July 2019
- Requirement is designed to function as a comprehensive public open space system that supports various mixed-use places

All new development located on a site of at least 20,000 square feet within the Downtown area is required to provide on-site public open space as a condition of the development:

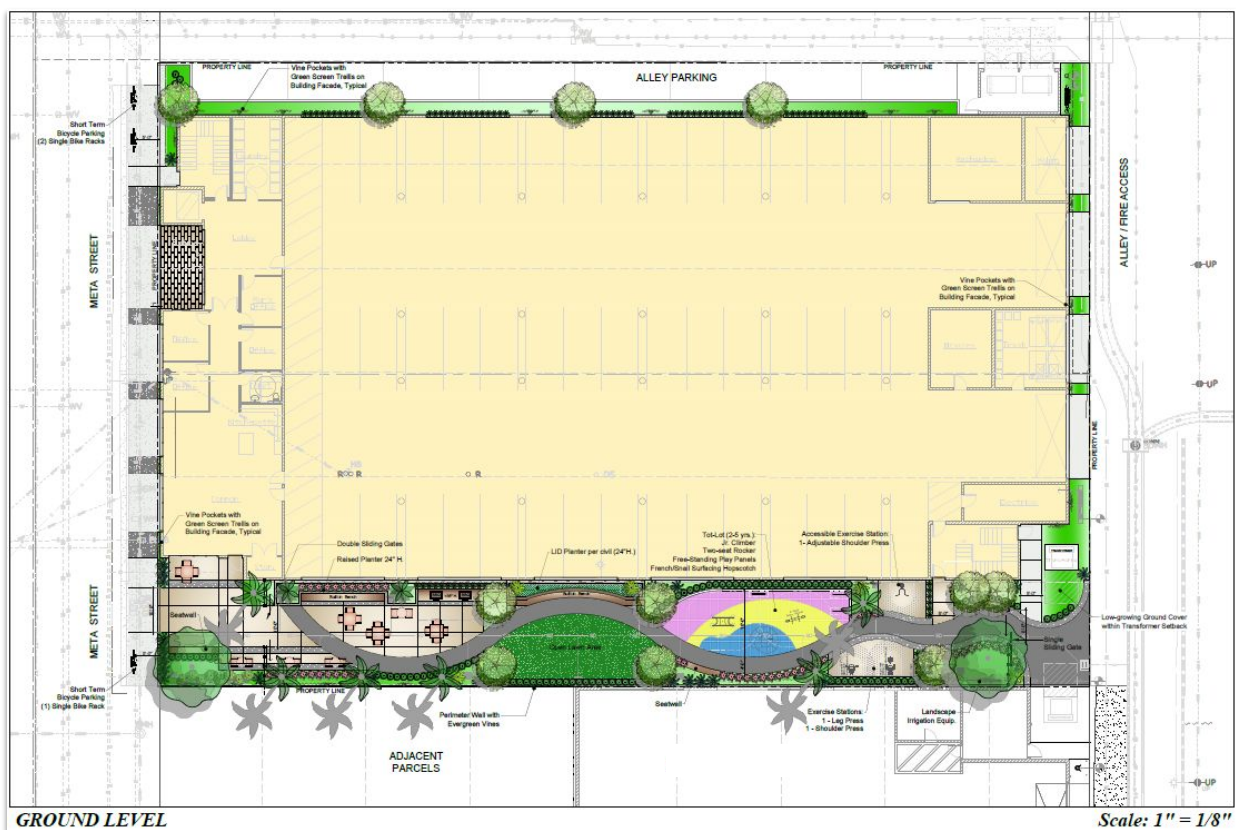
## Required Public Space - Downtown Core, General, and Edge Zones

| Site Size               | Min Public Space to be Provided |
|-------------------------|---------------------------------|
| 20,000 sq ft to 2 acres | min 7%                          |
| > 2 acres               | min 10%                         |

- One new project in the Downtown (Aspire Apartments) will provide public open space, maintained by the private owner
- This public open space is in addition to the private open space meant for the residents of the project
- The project will provide a 5,606 square-foot **public** pocket park, in compliance with the Downtown code
  - The PSA for this pocket park is on the Council's July 28th agenda
- The future affordable housing project for the Properties would also require public open space, maintained by the private property owner

## RENDERING - ASPIRE APARTMENTS PUBLIC POCKET PARK

22







- On January 26, 2022, the PRCSC discussed the need for open space or recreational areas for residents in Five Points
- Identified the Additional Properties as potential future locations

- PRCSC has understood Parks Division concerns on the challenges with maintaining City parks
- Still recommended that staff continue to research options for the acquisition of property due to the limited availability of land in the Five Points area
- On May 25, 2022, the PRCSC approved a recommendation to the City Council to allocate sufficient Measure O, Measure E, or General Funds for the purchase and basic improvement of the Additional Properties to create recreational green space in Five Points and reserve Quimby funds for the development of a park

- Quimby funds are funds paid by developers to cities in lieu of constructing new parks
- Quimby funds cannot be used for the maintenance of a park
- As of May 2022, there was approximately \$1.25 million available in Quimby funds allocated to Five Points
- Constructing a new park generally starts at approximately \$1 million per acre and increases based on added amenities
- Cost for the actual construction and maintenance of a new park is subject to design and size

## FINANCIAL IMPACT

Regarding the OHA and Successor Agency recommendation (Recommendation 1 & 2(i)) to uphold their October 5, 2021, recommendation:

- The sale price for the Properties totaled \$212,740
- Per redevelopment dissolution law, the City's General Fund, as a taxing entity, would potentially receive approximately \$42,000, or an estimated 19.6% of any sales proceeds
- Staff would return to the City Council and the OHA Board prior to the required December 29, 2022, deadline to satisfy all escrow conditions for authorization to execute an Agreement between the City and the OHA, with the use of local or federal funds, to purchase the Properties

Regarding Recommendation 2(ii)(a) on October 5, 2021:

- Staff would come back before Committee with a Law declaration of exempt surplus land and PSA between the City and Successor Agency
- The value from a 2015 Broker Opinion of Value in the LRPMP is approximately \$213,000
- Staff would also return with information on additional costs for the prospective design, construction, and maintenance of future open space on the Properties

Regarding Recommendation 2(ii)(b) on October 5, 2021:

- Staff would come back before Committee with a Law declaration of surplus land
- Properties then subject to affordable housing through HCD

Regarding Recommendation 2(iii)(a) (Additional Properties):

- Staff would come back before Committee with a Law declaration of exempt surplus land and PSA between the City and Successor Agency
- The value from a 2015 Broker Opinion of Value in the LRPMP is approximately \$123,000
- Staff would also return with information on additional costs for the prospective design, construction, and maintenance of future open space on the Additional Properties

Regarding Recommendation 2(iii)(b) (Additional Properties):

- Staff would come back before Committee with a Law declaration of surplus land
- Properties then subject to affordable housing through HCD

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  - a. “Exempt Surplus Land” subject to the agency’s use and transfer ownership to the City of Oxnard in exchange for the price identified on the Long Range Property Management Plan; or
  - b. “Surplus Land” subject to future affordable housing construction through the California Department of Housing and Community Development.



THE END





## FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

### REPORTS AGENDA ITEM NO. M.5

**DATE:** July 28, 2022

**TO:** Finance & Governance Committee

**FROM:** Shiri Klima, Deputy City Manager, (805) 385-7487, shiri.klima@oxnard.org

**SUBJECT:** Third Amendment with Kreative Core Technologies Corp (9431-21-FN) for ERP Project Management Services. (0/10/5)

### RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Third Amendment to the Professional Services Agreement with Kreative Core Technologies Corp (9431-21-FN) in the amount of \$1,700,000 for a new not to exceed contract amount of \$2,600,000 and to extend the term to December 31, 2023, for Project Management Services related to the Enterprise Resource Planning (ERP) implementation.

(Finance and Governance Committee approved 3-0.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/5S9LoQCCfIY>

### BACKGROUND

The Tyler Munis enterprise resource planning (ERP) project was approved by Council on October 1, 2019, and represents a significant investment in new technology designed to enhance the way the City conducts its business and manages many financial and non-financial processes. The ERP project is comprised of five modules in the following chronological order: Core Financials, Human Capital Management (HCM), Energov, Enterprise Asset Management, and Utility Billing.

### UPDATED LAUNCH DATES FOR CORE FINANCIALS AND HCM PHASES

In March of 2022, the Deputy City Manager determined that the first phase, Core Financials, be launched on October 1, 2022, instead of July 1, 2022, and HCM will be launched April 1, 2023, instead of January 1, 2023. Her decision was reached for the following reasons:

- Going Live with Core Financials at the start of a new fiscal year would increase the risk of critical errors having audit implications as the start of a new year requires significant reviews of all purchase orders, contracts, and encumbrances for the prior year, where recognizing a transaction as June 30 or July 1 means the difference of which year an expense or revenue is recorded. Transactions posted a day earlier or later in October will not yield a similar risk as they are all in the same fiscal year.
- The City does not have the IT staffing required to implement and concurrently maintain and support the ERP project and newly live ERP module. Staff has addressed this within the Fiscal Year 2022-23

proposed budget, adding requests for new positions and reclassifying others in order to position the City to maintain and leverage the investment in the new ERP.

- The Finance Department had a number of key vacancies during the early part of 2022, with recruitments in various stages. The vacancies included Financial Controller, Purchasing Manager and Budget Manager. Ensuring enough time for recruitment and onboarding is essential to the success of any financial system implementation. The City hired a Purchasing Manager and Financial Controller in the Spring of 2022, with the Budget Manager recruitment ongoing.
- In addition, moving Core Financials from July to October has and will enable more time for testing and training related to Core Financials, that will improve the success of the implementation in the long term.

Given a lot of the same resources are working on the Core Financials and HCM phases, and in consideration of the amount of change the organization can absorb at any one time, the Core Team determined that moving the Core Financials launch date means we must also move HCM's launch date. The City cannot launch Core Financials in the fall and then HCM three months later. Thus, HCM's new launch is April 1, 2023.

The impact of the new launch dates is to extend the project management services by three months at an anticipated project management cost of up to \$172,500, with recommended stabilization support post go-live for both Core Financials and HCM an additional \$100,000.

## UPDATED PROJECT FOX TIMELINE

| ERP Phase                   | Discovery | Implementation | Go Live  |
|-----------------------------|-----------|----------------|----------|
| Core Financials             | Complete  | Ongoing        | Oct 2022 |
| HCM / Time & Attendance     | Complete  | Ongoing        | Apr 2023 |
| EnerGov                     | Jan 2023  | May 2023       | Jan 2024 |
| Enterprise Asset Management | Jun 2023  | Nov 2023       | Jun 2024 |
| Utility Billing             | Jan 2024  | Jun 2024       | Apr 2025 |

During the project phases of Core Financials and HCM, staff has learned a great deal more about Tyler products and the City's resources needed to implement. While the need for these tools is pressing, it has become apparent that more time and resources are needed to ensure the City evaluates and implements each module appropriately.

A new timeline is presented that extends the whole project, and still represents a reasonably aggressive but achievable timeline. One critical change is to switch the Enterprise Asset Management and Utility Billing phases, with the goal of leveraging new features and functionality to help primarily Public Works better manage the wide range of machinery, equipment and infrastructure required to operate the City of Oxnard. Utility Billing is currently managed using the legacy HTE system and will continue to be functional during the project timeline.

## IMMEDIATE NEED FOR ADDITIONAL IT RESOURCES

The City's new Tyler Munis ERP solution requires information technology staffing throughout each module's implementation and post-implementation, when a module transitions into ongoing service operations mode and is ingrained in conducting the City's day-to-day business. The FY 2022-23 ERP project budget includes the

creation of an initial 5-person IT ERP team. Due to the highly competitive demand for technology talent in today's labor market, it is unknown how long it will take the City to recruit and onboard the team.

It is imperative that IT resources be added to the project team quickly to mitigate the risks of project delays, reduced quality, and/or diminished scope attributed to a lack of technology expertise and capacity. The resources identified as needed immediately are: a full-time reports developer, a half-time Finance business systems analyst, a full-time HR/Payroll business systems analyst, and a full-time Tyler Munis systems administrator. Therefore, staff recommends the City use temporary IT resources through Kreative Core, until permanent City staff can be recruited and on-boarded. The impact of using temporary IT resources from Kreative Core is \$734,700 for 5,076 hours of technical services provided from May 22, 2022, through January 31, 2023. Staff recommends adding a 25% contingency, \$183,675, in the event that the City is unable to fill all 5 IT ERP in-house positions on or before January 31, 2023.

## **ENERGOV: DISCOVERY AND IMPLEMENTATION TIMELINE**

EnerGov is a Tyler software product purchased by the City as part of the original ERP contract. This tool has the ability to significantly enhance planning and permitting processes to the benefit of residents, developers, business owners and City staff. The City requires expert professional project management in order to analyze current business practices, configure and test EnerGov, and ensure that the final implementation best meets the needs of the City and its constituents.

Kreative Core has significant experience implementing EnerGov as part of the Tyler suite of products and is uniquely placed to support the City with this phase given the role it has played in the first two phases of the project, Core Financials and Human Capital Management.

Staff anticipates the discovery phase of the EnerGov implementation will take approximately three months, which will begin in January 2023. The third amendment includes an additional \$152,000 to provide the project management services necessary to deliver a successful implementation.

## **HUMAN CAPITAL MANAGEMENT: TIME AND ATTENDANCE**

In police and fire departments, highly specialized software-based scheduling platforms have become commonplace. Staff has identified products tailored to manage police and fire operations: UKG Telestaff for Fire, and InTime for Police. Users of these platforms will be able to build operational schedules, and not only assign staff to shifts, but to accommodate shift trades, leave usage, and overtime, which is not available in standard timekeeping software. Additionally scheduling rules based on agreements with bargaining units can be built into these products. Both UKG Telestaff and InTime will interface directly with Tyler Munis payroll module with HCM, significantly improving efficiency. The non-public safety staff around the City will continue to do standard timekeeping through our current software, ExecuTime, which will also interface directly with Tyler Munis payroll module with HCM.

In order to implement these systems in a manner that works successfully with other facets of the City's ERP system, careful consideration needs to be given to interfaces, policies and processes. Staff recommends Kreative Core provide project management services to ensure compliance and continuity with the Tyler Core Financials and HCM modules. The anticipated contract amendment for these services is anticipated to be \$219,400.

## **ENTERPRISE ASSET MANAGEMENT**

Staff recommend that Kreative Core provide project management services with the Enterprise Asset Management phase that is due to commence discovery in June 2023. This third amendment includes \$25,600 in funding for this up until June 30, 2023. Staff will return with any other amendments necessary to complete

the Enterprise Asset Management and Utility Billing portions as earlier phases of the ERP project are completed.

## STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

## FINANCIAL IMPACT

| Professional Service       | Phase                       | Description                                               | Amount             |
|----------------------------|-----------------------------|-----------------------------------------------------------|--------------------|
| Project Management         | Core Financials / HCM       | Additional 3 Months                                       | \$172,500          |
| Project Management         | Core Financials / HCM       | Stabilization Support                                     | \$100,000          |
| Project Management         | Time and Attendance         | Discovery, Project Management and Stabilization           | \$219,400          |
| Project Management         | EnerGov                     | Discovery, Project Management and Stabilization           | \$153,600          |
| Project Management         | Enterprise Asset Management | Discovery, Project Management                             | \$25,600           |
| Project Management         | All Phases                  | Overall Project Coordination                              | \$26,875           |
| IT Support Service         | All Phases                  | Applications Support, Development, System Administration  | \$734,700          |
| Travel / Other Costs       | All Phases                  |                                                           | \$53,650           |
| Contingency                | All Phases                  | For IT support services pending any delays in recruitment | \$183,675          |
| <b>Total Not to Exceed</b> |                             |                                                           | <b>\$1,700,000</b> |

All charges for services are made on time and materials basis with time cards provided in support of invoices for services received. The City reimburses Kreative Core based on the negotiated rates per hour or part thereof.

The Fiscal Year 2023 Adopted Budget includes sufficient appropriations within Fund 316, as well as anticipated salary savings - due to a high vacancy rate - within the IT department to cover the anticipated costs in Fiscal Year 2023. Future budget requests will include the appropriation requests necessary to fund future costs.

Staff are currently negotiating with Tyler reductions in project management services and software fees under contract 8767-19-IT. Council previously delegated authority to staff to make reductive changes to the Tyler

contract as necessary, which will help to offset some of the increases recommended as part of this third amendment to the Kreative Core Contract.

*Prepared by: Mark Sewell, Assistant Chief Financial Officer*

#### **ATTACHMENTS**

1. Third Amendment to Professional Services with Kreative Core Technologies, Inc. 9431-21-FN
2. Second Amendment to Professional Services Agreement 94-31-FN
3. First Amendment to Professional Services Agreement 9431-21-FN
4. Agreement for Professional Services with Kreative Core Technologies, Inc.
5. Presentation Third Amendment - Kreative Core Technologies



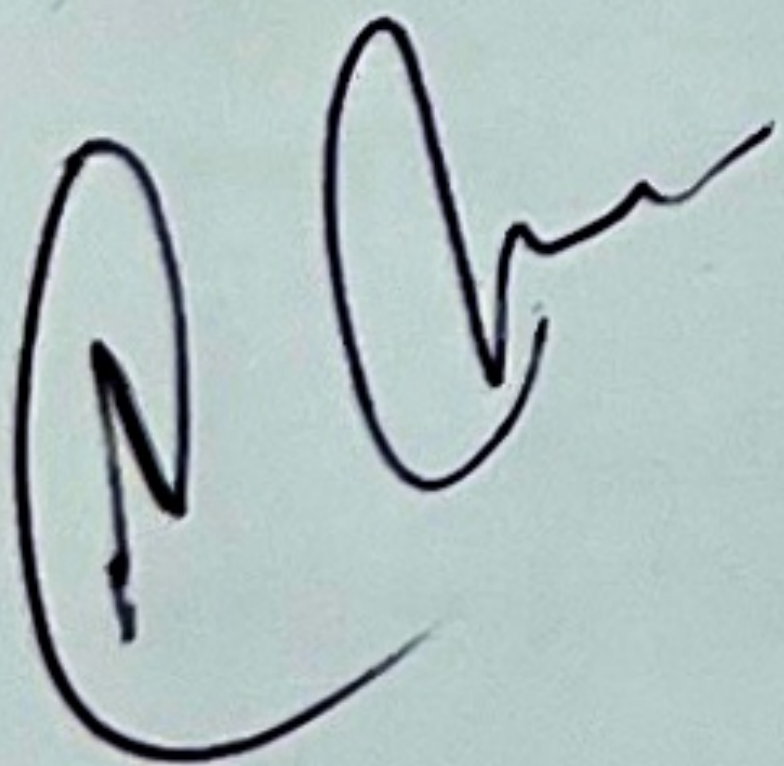
Agreement No. 9431-21-FN

### THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Third Amendment ("Third Amendment") to the Professional Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this twenty-eighth day of July, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Kreative Core Technologies Corp – CA Secretary of State Number C4806472, ("Consultant"). This Third Amendment amends the Agreement, administratively entered into on September 13, 2021, by City and Consultant. The Agreement previously has been amended by a First Amendment, administratively entered into on October 4, 2021, subsequently amended, by Council action, for a second time on January 18, 2022..

City and Consultant agree as follows:

1. The date in Section 5 of the Cover Page of the Agreement is hereby amended to "December 31, 2023."
2. The Total Agreement Amount in Section 6 of the Cover Page of the Agreement is hereby amended to "Not to Exceed \$2,600,000 (Two Million, Six Hundred Thousand Dollars) for all Services."
3. The reference to the Scope of Work as of January 18, 2022 Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to the Scope of Work as of July 28, 2022 Exhibit. The Scope of Work as of January 18, 2022 Exhibit is hereby disincorporated; instead, the Scope of Work as of July 28, 2022 Exhibit is attached hereto and incorporated herein by this reference.
4. The reference to the Rates and Costs Exhibit and to the Rates and Costs as of January 18, 2022 Exhibit everywhere these are listed both on the Cover Page and in the Agreement are hereby amended to the Rates and Costs as of July 28, 2022 Exhibit. The Rates and Costs Exhibit and the Rates and Costs as of January 18, 2022 Exhibit are hereby disincorporated; instead, the Rates and Costs as of July 28, 2022 Exhibit is attached hereto and incorporated herein by this reference.
5. As so amended, the Agreement remains in full force and effect.



[Signatures on next page]



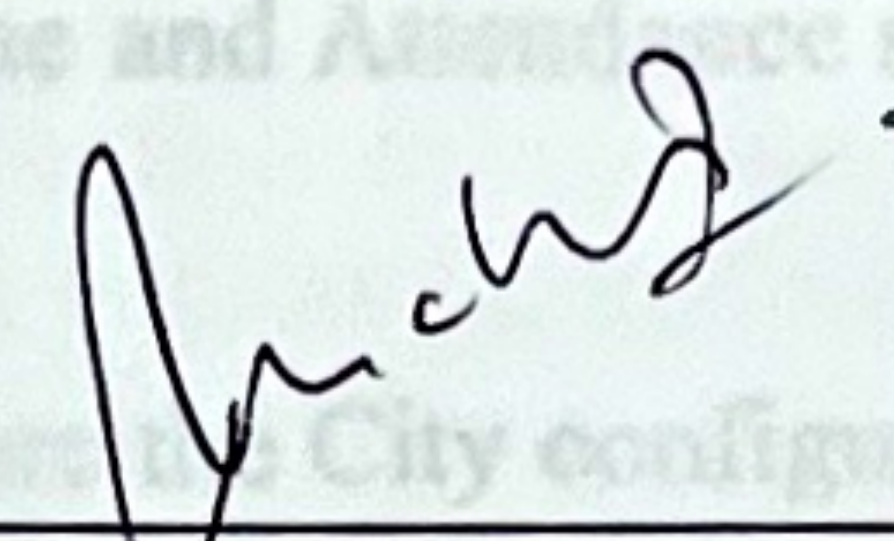
SCOPE OF WORK AS OF JULY 23, 2021 EXHIBIT

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

**CITY OF OXNARD**

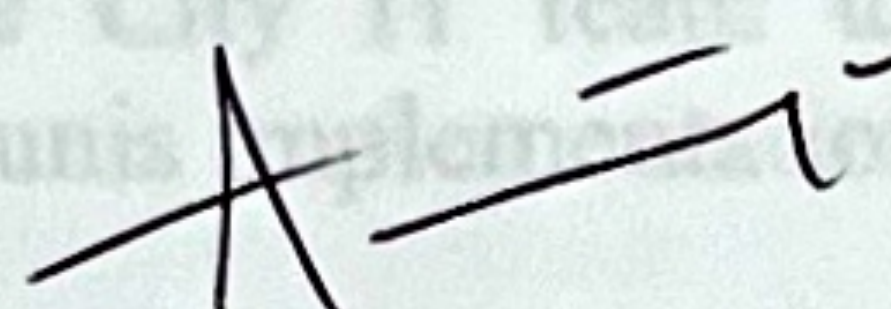
**KREATIVE CORE TECHNOLOGIES CORP**

- ☐ John C. Zaragoza, Mayor Date
- ☐ Alexander Nguyen, City Manager
- ☐ Jennifer Yates, Purchasing Manager
- ☐ Patricia Garcia, Buyer

  
Richie Rahman, Chair, VP, Secretary Date

7/15/2022

ATTEST:

  
Andy Bhatnagar, President and Assistant Secretary Date

7/15/2022

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

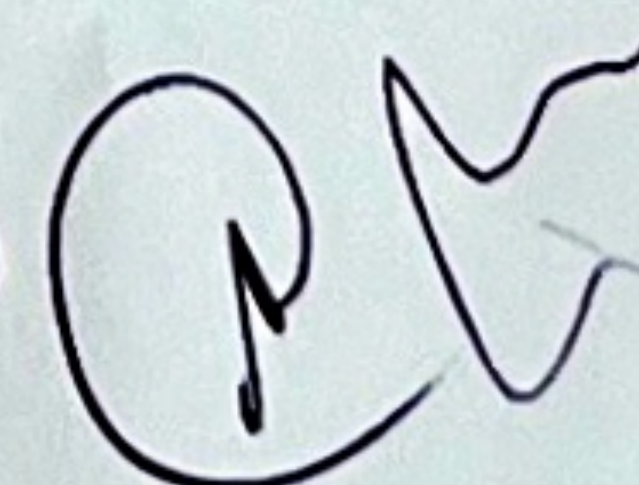
APPROVED AS TO FORM:

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



**SCOPE OF WORK AS OF JULY 28, 2022 EXHIBIT**

- A. Provide Project Leadership and Management using commonly shared best practices to ensure the City successfully launches Tyler products including but not limited to Core Financials Human Capital Management (HCM), EnerGov and Enterprise Asset Management (EAM).
- B. Provide Project Leadership and Management using commonly shared best practices to ensure the City successfully implements Public Safety Time and Attendance software integrated with the City's other ERP modules.
- C. Provide Business Systems Analysis services to ensure the City configures its systems and processes in an efficient and organized manner.
- D. Provide project management services to the City IT team to ensure all discovery, conversions, interfaces and imports associated with Munis implementation are successful.
- E. In partnership with City Leadership, manage project risks and ensure all tasks are completed on time and within project budget.
- F. In partnership with City Leadership, manage vendor relationships where appropriate including but not limited to Tyler, to ensure project goals are met.
- G. Maintain regular reporting, summarizing project progress, decisions made, decisions pending, issues and forecasts to ensure completion on time and to scope.
- H. Communicate effectively to stakeholders in all levels of the Oxnard organization using various appropriate communication methods and strategies enhancing ownership and adoption of new processes and procedures.
- I. Work with City Organization Change Management (OCM) teams, providing insight and best practices to develop training and learning opportunities while testing the system configuration.
- J. Ensure adequate time is allocated for product testing, including User Acceptance Testing (UAT) and reporting functions.
- K. Ensure attendance in meetings, including on-site presence on as needed basis, whereby more onsite attendance may be required as part of preparation for go live for the Core Financials and HCM/Time and Attendance phases in October 2022 and April 2023, respectively, including stabilization immediately following launch.
- L. Provide bi-weekly reporting of project progress in support of invoices for services rendered. This shall include time sheets and activities for all Consultant's employees.
- M. Ensure all Consultant's Project Managers have the PMP from PMI Institute or similar





certification or experience.

N. Consultant will provide incremental / progressive status report for Core Financials, HCM, and other phases as mutually agreed on a biweekly basis. Biweekly status reports will also be utilized for invoicing on a biweekly basis.

O. Consultant will provide IT support on as needed basis, in line with Exhibit A subject to the availability of the Consultant's technical resources.

P. City reserves the right to meet and conduct selection interviews for Kreative Core provided Project Managers and IT support resources. This applies to All phases and City must agree to a proposed resource's participation in the project.

Q. Best efforts from both parties will be made to ensure continuity of project management staff for the duration of each phase.

R. Onsite work shall be coordinated with City Project Manager(s) at least 3 business days prior to arrival at the City of Oxnard to ensure availability of City staff and maximize effectiveness of time.

S. Consultant shall adhere to all federal, State and local mandates as well as City regulations (promulgated by the HR Department) regarding COVID-19 protocols including and not limited to wearing a mask as directed while present at City Hall or other City locations.

T. City requires Andy Bhatnagar to act as primary consultant for this project and shall require City's written preapproval of any substitutions thereto during the term of this Agreement.

U. Consultant shall perform discovery of Time and Attendance (Telestaff, InTime, and integration of these two programs with Executime and Munis), implementation of InTime and Telestaff; and integration between Intime and Munis as well as between Telestaff and Munis. The scope will include frequent Executime, Munis, InTime and Telestaff vendor relationship management work, including but not limited to coordinating, remediating, facilitating vendor work product and associated issues.

|                                           |              |
|-------------------------------------------|--------------|
| Project Management                        | \$ 109,375   |
| Core Financials                           | \$ 110,000   |
| HCM                                       | \$ 110,000   |
| Energy                                    | \$ 153,600   |
| EAM                                       | \$ 25,600    |
| Time and Attendance                       | \$ 219,400   |
| Travel and Misc                           | \$ 53,650    |
| IT Support Services                       | \$ 734,700   |
| IT Support Services Contingency           | \$ 183,675   |
| *Second Amendment (From 1st)              | \$ 900,000   |
| Total Contract Value (From 1st Amendment) | \$ 2,600,000 |
| Additional Contract Value                 | \$ 1,700,000 |

(Difference between First and Second Amendment)



# **RATES AND COSTS AS OF JULY 28, 2022 EXHIBIT**

Consultant shall provide one invoice every two weeks per phase with all labor and materials supported with approved timecards. Consultant shall track time at lowest of ¼ hour increments.

## **Standard Resources:**

### **Project Management**

|                                       |                   |
|---------------------------------------|-------------------|
| Snr Project Manager Andy Bhatnagar:   | \$175.00 per hour |
| Project Manager - Core Financials     | \$125.00 per hour |
| Project Manager - HCM                 | \$125.00 per hour |
| Project Manager - EnerGov             | \$160.00 per hour |
| Project Manager - EAM                 | \$160.00 per hour |
| Project Manager - Time and Attendance | \$160.00 per hour |

### **IT On-Call Support**

|                                            |                   |
|--------------------------------------------|-------------------|
| Reports Developer                          | \$150.00 per hour |
| Business Systems Analyst - HCM             | \$150.00 per hour |
| Senior Business Systems Analyst - Core Fin | \$165.00 per hour |
| Systems Administrator                      | \$125.00 per hour |

Reasonable travel expenses will be reimbursed not to exceed \$4,000 per trip, per person, and subject to per approval by City Project Manager(s). All expenses shall be supported with receipts and airline tickets shall be reimbursed at economy class only, and car and hotels shall be reimbursed at reasonable local rates as supported by appropriate receipts.

## **Forecast Costs (this is for approximation purposes only):**

### **Second Amendment:**

|                                             |                    |
|---------------------------------------------|--------------------|
| Project Assessment – Completed October 2021 | \$ 23,082          |
| Core Financials /HCM Phases collectively    | \$ 800,000         |
| IT Support / Contingency / Travel           | \$ 76,918          |
| <b>Total Contract Value (Not to Exceed)</b> | <b>\$ 900,000*</b> |

### **Third Amendment**

|                                                         |                     |
|---------------------------------------------------------|---------------------|
| Snr. Project Management - All Phases                    | \$ 109,375          |
| Project Management:                                     |                     |
| Core Financials                                         | \$ 110,000          |
| HCM                                                     | \$ 110,000          |
| Energov                                                 | \$ 153,600          |
| EAM                                                     | \$ 25,600           |
| Time and Attendance                                     | \$ 219,400          |
| Travel and Misc                                         | \$ 53,650           |
| IT Support Services                                     | \$ 734,700          |
| IT Support Services Contingency                         | \$ 183,675          |
| *Second Amendment (From Above)                          | \$ 900,000          |
| <b>Total Contract Value (Not to Exceed)</b>             | <b>\$ 2,600,000</b> |
| <i>Additional Contract Value:</i>                       | <i>\$ 1,700,000</i> |
| <i>(Difference between Third and Second Amendments)</i> |                     |

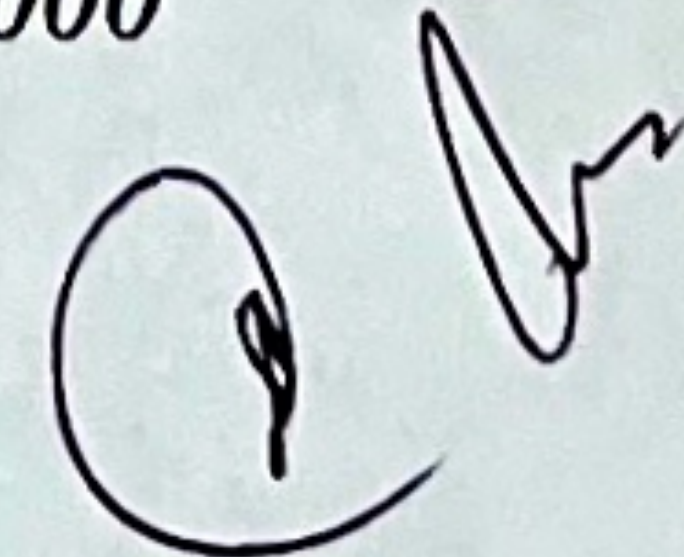




EXHIBIT 'A'

Cons  
supp

Sta  
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Pro

Statement of Work for IT Resources for City of Oxnard  
Tyler Munis Implementation  
May 2022

☒ Oxnard Kreative IT Resourcing Proposal v5 Final.docx

IT  
R  
B  
S  
S

Handwritten signature

\$150.00 per hour  
\$150.00 per hour  
\$165.00 per hour  
\$125.00 per hour

...not to exceed \$4,000 per trip, per person, and  
...at economy class only; and our and hotel shall be  
...as supported by appropriate receipt.

...is for approximation purposes only):

|                                      |            |
|--------------------------------------|------------|
| ...                                  | \$ 21,052  |
| ... - Completed October 2021         | \$ 200,000 |
| ... / HCM Phases collectively        | \$ 75,000  |
| ... / Contingency                    | \$ 90,000  |
| Total Contract Value (Not to Exceed) |            |

|     |            |
|-----|------------|
| ... | \$ 50,000  |
| ... | \$ 110,000 |
| ... | \$ 100,000 |
| ... | \$ 100,000 |
| ... | \$ 100,000 |



## SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the Professional Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this eighteenth day of January, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Kreative Core Technologies Corp – CA Secretary of State Number C4806472, ("Consultant"). This Second Amendment amends the Agreement, administratively entered into on September 13, 2021, by City and Consultant. The Agreement previously has been amended by a First Amendment, administratively entered into on October 4, 2021.

City and Consultant agree as follows:

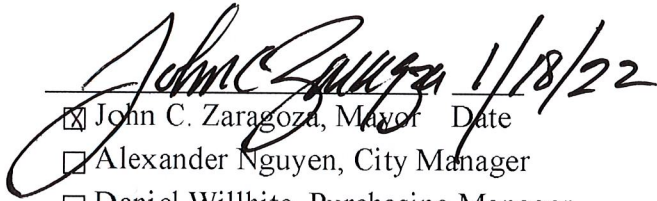
1. The date in Section 5 of the Cover Page of the Agreement is hereby amended to "February 1, 2023."
2. The Total Agreement Amount in Section 6 of the Cover Page of the Agreement is hereby amended to "Not to Exceed \$900,000 (Nine Hundred Thousand Dollars) for all Services."
3. The reference to the Scope of Work as of October 5, 2021 Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to the Scope of Work as of January 18, 2022 Exhibit. The Scope of Work as of October 5, 2021 Exhibit is hereby disincorporated; instead, the Scope of Work as of January 18, 2022 Exhibit is attached hereto and incorporated herein by this reference.
4. The reference to the Rates and Costs Exhibit and to the Rates and Costs as of October 5, 2021 Exhibit everywhere these are listed both on the Cover Page and in the Agreement are hereby amended to the Rates and Costs as of January 18, 2022 Exhibit. The Rates and Costs Exhibit and the Rates and Costs as of October 5, 2021 Exhibit are hereby disincorporated; instead, the Rates and Costs as of January 18, 2022 Exhibit is attached hereto and incorporated herein by this reference.
5. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

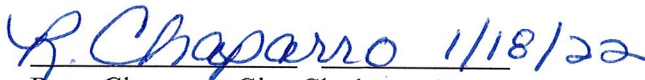


IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

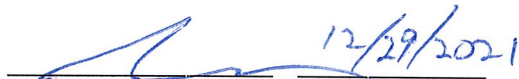
**CITY OF OXNARD**

 1/18/22  
☒ John C. Zaragoza, Mayor Date  
☐ Alexander Nguyen, City Manager  
☐ Daniel Willhite, Purchasing Manager  
☐ Patricia Garcia, Buyer

ATTEST:

 1/18/22  
Rose Chaparro, City Clerk Date  
(only if Mayor signs)

APPROVED AS TO FORM:

 12/29/2021  
Stephen M. Fischer, City Attorney (always required) Date

**KREATIVE CORE TECHNOLOGIES CORP**

 12/17/21  
Richie Ralhan, CEO, CFO, Secretary Date

 12/17/21  
Andy Bhatnagar, Vice President Date

**SCOPE OF WORK AS OF JANUARY 18, 2022 EXHIBIT**

- A. Provide Project Leadership and Management using commonly shared best practices to ensure the City successfully launches Tyler products including but not limited to Core Financials and Human Capital Management (HCM).
- B. Provide Business Analysis services to ensure the City configures its systems and processes in an efficient and organized manner.
- C. Provide project management services to the City IT team to ensure all conversions, interfaces and imports associated with Munis implementation are successful.
- D. In partnership with City Leadership, manage project risks and ensure all tasks are completed on time and within project budget.
- E. In partnership with City Leadership, manage vendor relationships where appropriate including but not limited to Tyler, to ensure project goals are met.
- F. Maintain regular reporting, summarizing project progress, decisions made, decisions pending, issues and forecasts to ensure completion on time and to scope.
- G. Communicate effectively to stakeholders in all levels of the Oxnard organization using various appropriate communication methods and strategies enhancing ownership and adoption of new processes and procedures.
- H. Work with City Organization Change Management (OCM) teams, providing insight and best practices to develop training and learning opportunities while testing the system configuration.
- I. Ensure adequate time is allocated for product testing, including User Acceptance Testing (UAT) and reporting functions.
- J. Ensure attendance in meetings, including on-site presence on as needed basis, whereby more onsite attendance may be required as part of preparation for go live for the Core Financials and HCM phases in July 2022 and January 2023, respectively, including stabilization immediately following launch.
- K. Provide bi-weekly reporting of project progress in support of invoices for services rendered. This shall include time sheets and activities for all Consultant's employees.
- L. Ensure all Consultant's Project Managers have the PMP from PMI Institute or similar certification or experience.
- M. Consultant will provide incremental / progressive status report for Core Financials, HCM, and other phases as mutually agreed on a biweekly basis. Biweekly status reports will also be utilized for invoicing on a biweekly basis.

N. Consultant will provide IT support on as needed basis, subject to the availability of the Consultant's technical resources.

O. City reserves the right to meet Project Managers for Core Financials and HCM phases and agree to their participation in the project.

P. Best efforts from both parties will be made to ensure continuity of project management staff for the duration of each phase.

Q. Onsite work shall be coordinated with City Project Manager at least 3 business days prior to arrival at the City of Oxnard to ensure availability of City staff and maximize effectiveness of time.

R. Consultant shall adhere to all federal, State and local mandates as well as City regulations (promulgated by the HR Department) regarding COVID-19 protocols including and not limited to wearing a mask as directed while present at City Hall or other City locations.

S. City requires Andy Bhatnagar to act as primary consultant for this project and shall require City's written preapproval of any substitutions thereto during the term of this Agreement.

## RATES AND COSTS AS OF JANUARY 18, 2022 EXHIBIT

Consultant shall provide one invoice every two weeks per phase with all labor and materials supported with approved timecards. Consultant shall track time at lowest of ¼ hour increments.

### Standard Resources:

|                                   |                 |                                       |
|-----------------------------------|-----------------|---------------------------------------|
| Snr Project Manager:              | Andy Bhatnagar: | \$175.00 per hour, Est 25 hours/week  |
| Project Manager - Core Financials | TBC:            | \$125.00 per hour, Est 40 hours/week  |
| Project Manager - HCM             | TBC:            | \$125.00 per hour, Est 40 hours/ week |

*\*\*Written City Approval will be required if additional hours are required for the successful implementation.*

IT On-Call Support (requiring written pre-approval by City Chief Information Officer or designee):

|                                                 |                |
|-------------------------------------------------|----------------|
| Technical Specialist for conversion             | \$200 per hour |
| Technical Specialist for Integrations (API)     | \$225 per hour |
| Technical Specialist for flat file Integrations | \$195 per hour |

Reasonable travel expenses will be reimbursed not to exceed \$4,000 per trip and subject to support with receipts. Airline tickets shall be reimbursed at economy class only, and car and hotels shall be reimbursed at reasonable local rates as supported by appropriate receipts.

Forecast Costs (this is for approximation purposes only):

|                                             |                   |
|---------------------------------------------|-------------------|
| Project Assessment – Completed October 2021 | \$ 23,082         |
| Core Financials /HCM Phases collectively    | \$ 800,000        |
| IT Support / Contingency / Travel           | \$ 76,918         |
| <b>Total Contract Value (Not to Exceed)</b> | <b>\$ 900,000</b> |

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

This First Amendment (“First Amendment”) to the Professional Services Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this fifth day of October, 2021, by and between the City of Oxnard, a municipal corporation (“City”), and Kreative Core Technologies Corp – CA Secretary of State Number C4806472, (“Consultant”). This First Amendment amends the Agreement entered into on September 13th, 2021, by City and Consultant.

City and Consultant agree as follows:

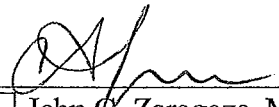
1. The date in Section 5 of the Cover Page of the Agreement is hereby amended to “September 30, 2022.”
2. The Total Agreement Amount in Section 6 of the Cover Page of the Agreement is hereby amended to “Not to Exceed \$200,000 (Two Hundred Thousand) for all Services.”
3. The following is attached hereto and incorporated herein by this reference into the Agreement: [Enter name of newly attached exhibit] Exhibit.
4. The reference to the Scope of Work Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to the Scope of Work as of October 5, 2021 Exhibit. The Scope of Work Exhibit is hereby disincorporated; instead, the Scope of Work as of October 5, 2021 Exhibit is attached hereto and incorporated herein by this reference.
5. The reference to the Rates and Costs Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the Rates and Costs as of October 5, 2021 Exhibit. The Rates and Costs as of October 5, 2021, Exhibit is attached hereto and incorporated herein by this reference.
6. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]



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

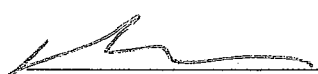
**CITY OF OXNARD**

  
☐ John C. Zaragoza, Mayor<sup>1</sup> 11/19/2021 Date  
☒ Alexander Nguyen, City Manager  
☐ Daniel Willhite, Purchasing Manager  
☐ Patricia Garcia, Buyer

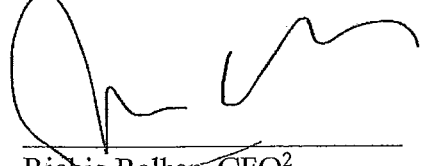
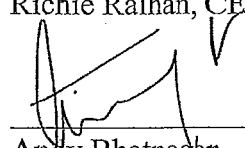
ATTEST:

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

APPROVED AS TO FORM:

  
 Stephen M. Fischer, City Attorney (always required) 11/15/2021 Date

**KREATIVE CORE TECHNOLOGIES CORP**

  
 Richie Ralhan, CEO<sup>2</sup> 11/15/2021 Date  
  
 Andy Bhatnagar, 11/15/2021 Date

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

<sup>2</sup> 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 WORK AS OF OCTOBER 5, 2021 EXHIBIT**

- A. Provide Project Leadership and Management using commonly shared best practices to ensure the City successfully launches Tyler products including but not limited to Core Financials and HCM
- B. Provide Business Analysis services to ensure the City configures its systems and processes in an efficient and organized manner.
- C. Provide project management services to the City IT team to ensure all conversions, interfaces and imports associated with Munis implementation are successful.
- D. In partnership with City Leadership, manage project risks and ensure all tasks are completed on time and within project budget.
- E. In partnership with City Leadership, manage vendor relationships where appropriate including but not limited to Tyler, to ensure project goals are met.
- F. Maintain regular reporting, summarizing project progress, decisions made, decisions pending, issues and forecasts to ensure completion on time and to scope.
- G. Communicate effectively to stakeholders in all levels of the Oxnard organization using various appropriate communication methods and strategies enhancing ownership and adoption of new processes and procedures.
- H. Work with City Organization Change Management (OCM) teams, providing insight and best practices to develop training and learning opportunities while testing the system configuration.
- I. Ensure adequate time is allocated for product testing, including User acceptance Testing and reporting functions to enable the City to yield immediate and positive returns on its significant investment.
- J. Ensure attendance in meetings, including on-site presence on as needed basis, until June 2022, whereby more onsite attendance may be required as part of preparation for go live in July 2022, and stabilization immediately following launch.
- K. Provide bi-weekly reporting of project progress in support of invoices for services rendered. This shall include time sheets and activities for all Kreative Core Technologies employees.
- L. Ensure all the Kreative Core Technologies' Project Managers have the PMP from PMI Institute or similar certification or experience.
- M. Kreative Core Technologies will provide incremental / progressive status report for Tyler Munis Core Financials and HCM phase on a biweekly basis. Biweekly status reports will also be utilized for invoicing on a biweekly basis.

- N. Kreative Core Technologies (KCT) will provide IT support on as needed basis, subject to the availability of the KCT technical resources.
- O. City reserves the right to meet Project Managers for Finance and HCM phases and agree to their participation in the project.
- P. Best efforts from both parties will be made to ensure continuity of project management staff for the duration of each phase.
- Q. KCT will provide the Project Management resources within 30 days from the contract approval date. Until additional PM resources are onboarded, Andy Bhatnagar may support the project on a full-time basis.
- R. Onsite work shall be coordinated with City Project Manager at least 3 business days prior to arrival at the City of Oxnard to ensure availability of City staff and maximize effectiveness of time.
- S. Consultant shall adhere to all federal, State and local mandates as well as City regulations (promulgated by the HR Department) regarding COVID-19 protocols including and not limited to wearing a mask as directed while present at City Hall or other City locations.
- T. City requires Andy Bhatnagar to act as primary consultant for this project and shall require City's written preapproval of any substitutions thereto during the term of this Agreement.

# RATES AND COSTS AS OF OCTOBER 5, 2021 EXHIBIT

Consultant shall provide weekly accounting and tasks and timings to City Project Manager using an Excel spreadsheet. This reporting shall be provided on the Monday morning following the prior week's tasks.

Consultant shall provide one invoice once all services have been completed and full written report has been submitted to City.

## Standard Resources:

|                           |                 |                                       |
|---------------------------|-----------------|---------------------------------------|
| Snr Project Manager:      | Andy Bhatnagar: | \$175.00 per hour, Est 25 hours/week  |
| Project Manager - Finance | TBC:            | \$125.00 per hour, Est 40 hours/week  |
| Project Manager - HCM     | TBC:            | \$125.00 per hour, Est 40 hours/ week |

*\*\*Written City Approval will be required if additional hours are required for the successful implementation.*

IT On-Call Support (requiring written preapproval by City Chief Information Officer or designee):

|                                                 |                |
|-------------------------------------------------|----------------|
| Technical Specialist for conversion             | \$200 per hour |
| Technical Specialist for Integrations (API)     | \$225 hour     |
| Technical Specialist for flat file Integrations | \$195 per hour |

Reasonable travel expenses will be reimbursed not to exceed \$4,000 per trip and subject to support with receipts. Airline tickets shall be reimbursed at economy class only, and car and hotels shall be reimbursed at reasonable local rates as supported by appropriate receipts.

**URGENT**

## AGREEMENT/AMENDMENT REVIEW FORM

Please write in N/A for any section that is not applicable

**Contractor/Vendor/Consultant:** Kreative Core Technologies Inc **Agreement No:** 9431-21-FN

**Address:** 14762 Kemps Landing, Frisco, TX 75035

**Contact Name:** Andy Bhatnagar **Email:** abhatnagar@xylemcore.com **Phone:** INS- A

**Committee Date:** n/a **Council Date:** n/a

**Committee Agenda #:** n/a **Council Agenda #:** n/a

**Department:** Finance **Contingency Requested:** \$ n/a

**Project Manager:** Mark Sewell **EISPM Funds <sup>1</sup> Requested:** \$ n/a

**Phone:** x7851 **Value of Agreement :** \$ 21,000

**Email:** mark.sewell@oxnard.org **Amendment No:** 1

**Type of Agreement:** Professional Services **Value of Amendment:** \$ 179,000

**Business Tax Cert No.**  **Current Agr. Val. (w/amendments)** \$ 200,000

**Secretary of State ID:**  **P.O. No. (if existing agreement):**

**Agreement Term:** 1 year **Req. No. (if new agreement):** n/a

**Termination Date:** September 30, 2022 **Funding Source:** Proj 207302

**Bid No.:** n/a **Account No.<sup>2</sup>:** 316-7360-826.82-09

**NSS Control #:**

**Purpose of Agreement/Amendment:** Expanded ERP project management services

### Review Sequence (please write in N/A for any steps not required)

1. Project Manager
2. Division Manager
3. Assistant Department Director
4. Department Director
5. General Accounting (for Leases only)
6. Budget Management
7. Risk Management<sup>3</sup>
8. City Attorney
9. Contractor/Vendor/Consultant (signs contract; no need to initial this form)
10. Buyer<sup>5</sup>
11. Purchasing Manager<sup>6</sup>
12. City Manager/ACM<sup>7</sup>
13. Mayor<sup>8</sup>
14. City Clerk<sup>9</sup>

| Initials           | Date                             |
|--------------------|----------------------------------|
| <u>MS</u>          | <u>11/15/21</u>                  |
| <u>n/a</u>         |                                  |
| <u>n/a</u>         |                                  |
| <u>MS</u>          | <u>11/15/21</u>                  |
| <u>BS n/a</u>      |                                  |
| <u>BV</u>          | <u>11/16/2021   10:13 AM PST</u> |
| <u>[Signature]</u> | <u>11/17/21</u>                  |
| <u>n/a</u>         |                                  |
| <u>[Signature]</u> | <u>11/19/22</u>                  |
| <u>n/a</u>         |                                  |
| <u>n/a</u>         |                                  |



**AGREEMENT FOR PROFESSIONAL SERVICES  
COVER PAGE**

- (1) Agreement Start Date: September 13, 2021
- (2) Consultant: Kreative Core Technologies INC., a Texas Corporation, EIN 82-5240300
- (3) Services: Provide Current State Assessment of the City of Oxnard's Planning for Enterprise Resource Planning (ERP) Implementation, and Identify Scope of Work for the Successful Implementation, Stabilization and Adoption of the ERP On Time and to Current Budget.
- (4) Schedule of Services: The services must be completed within [21] calendar days of the Agreement Start Date listed above. See Scope of Services Exhibit, which is attached hereto and incorporated herein.
- (5) Agreement Ending Date: October 4, 2021
- (6) Total Agreement Amount: Not to Exceed \$21,000 for all Services
- (7) City's Project Manager: Mark Sewell, Assistant Financial Officer
- (8) Consultant's Project Manager: Andy Bhatnagar
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

*FOR CONSULTANT:*

Kreative Core Technologies  
14762 Kamps Landing,  
Frisco, TX 75035

*FOR CITY:*

Finance Department  
City Hall  
300 W Third St.  
Oxnard, CA, 93030

Attn: , Andy Bhatnagar

Attn: , Mark Sewell, ACFO

- (11) Contact Emails:

*CONSULTANT'S PROJECT  
MANAGER:*

*Andy Bhatnagar*

abhatnagar@xylemcore.com

*CITY'S PROJECT MANAGER:*

*Mark Sewell*

Mark Sewell@Oxnard.org



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

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Insurance Exhibit (INS-A)

## AGREEMENT FOR PROFESSIONAL SERVICES

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

1. Scope of Services Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. Term This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
5. Compensation For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: [invoices@oxnard.org](mailto:invoices@oxnard.org).
7. Acceptance of Payment Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant 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 Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any

person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

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

#### 16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said

Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

e. This Section 16 shall survive the termination of this Agreement.

#### 17. Confidentiality of Information.

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

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

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

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

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

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

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

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

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant

shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate

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

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

24. Non-Assignability This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

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

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

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

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

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

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

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

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

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

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

35. Notice Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

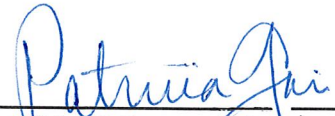
36. Counterparts This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

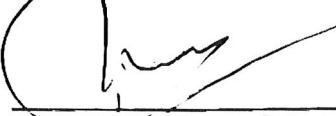
[Signatures on next page]

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

**CITY OF OXNARD**

 9/10/21  
☐ John C. Zaragoza, Mayor<sup>1</sup> Date  
☐ Alexander Nguyen, City Manager  
☒ Patricia Garcia, Buyer

**KREATIVE CORE TECHNOLOGIES**

 9/18/21  
 Richie Ralhan, Director<sup>2</sup> Date  
 9/18/21  
 Andy Bhatnagar Date

ATTEST:

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

APPROVED AS TO FORM:

 9/9/2021  
 Stephen M. Fischer, City Attorney (always required) Date

<sup>1</sup> 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.

<sup>2</sup> 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; 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

- A. Remote Work to be Completed
  - i. Review the documentation that are available for the project
  - ii. Review the Current project plan
  - iii. Review the Current Scope of Work
  - iv. Review and analyze the current state
  - v. Meet with Tyler Project Management Team
- B. Onsite Work to be Completed
  - i. Meet and greet Oxnard team members
  - ii. Review the Project Organizational structure
  - iii. Interview stakeholders
  - iv. Meet with IT to review the IT goal and strategy around ERP
  - v. Create Draft Resource plan (SME / Others) and project manager involvement requirements to include estimate of ongoing resources required. Bhatnagar
  - vi. Review the above with City's Assistant Chief Financial Officer.
  - vii. Conclude and Complete Recommended Resource plan (SME / Others) and project manager involvement requirements.
- C. Conclude the Assessment (Offsite)
  - i. Present Recommended Project to City ERP Steering Team and Take Feedback
  - ii. Make Final Revisions and Submit Final, Costed and Phased Project Management Plan in the Form of a Written Report.

Onsite work shall be coordinated with City Project Manager at least 3 business days prior to arrival at the City of Oxnard to ensure availability of City staff and maximize effectiveness of time.

Consultant shall adhere to all Federal, State and Local mandates regarding COVID-19 protocols, including and not limited to wearing a mask as directed while present at City Hall or other City locations.

Draft and Final Project Management Plans shall provide sufficient detail and supporting analysis to justify recommendations and include best practice project management techniques and tools to effectively communicate rationale for why and how recommendations have been generated.



## **RATES AND COSTS EXHIBIT**

Consultant shall provide weekly accounting and tasks and timings to City Project Manager using an excel spreadsheet. This reporting shall be provided on the Monday morning following the prior week's tasks

Consultant shall provide one invoice once all services have been completed and full written report has been submitted to City

City requires Andy Bhatnagar to act as primary consultant for this project and shall require its written and explicit approval of any substitutions during the term of this agreement.

Consultant shall be compensated at an hourly rate of \$175.00 or part thereof, with a not to exceed limit of \$21,000.

Consultant shall track time at lowest of ¼ hour increments.

Reasonable travel expenses will be reimbursed not to exceed \$4,000 and subject to support with receipts. Airline tickets shall be reimbursed at economy class only, and car and hotels shall be reimbursed at reasonable local rates as supported by appropriate receipts.

## INSURANCE EXHIBIT



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/08/2021

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

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

| <b>PRODUCER</b><br>NUTMEG INS AGENCY INC/PHS<br>76210775<br>The Hartford Business Service Center<br>3600 Wiseman Blvd<br>San Antonio, TX 78251 | <b>CONTACT NAME:</b><br><table border="1"> <tr> <td><b>PHONE</b><br/>(A/C, No, Ext):</td> <td>(888) 925-3137</td> <td><b>FAX</b><br/>(A/C, No):</td> <td>(888) 443-6112</td> </tr> </table> <b>E-MAIL ADDRESS:</b><br>                                                                                                                                                                                                                                                                                                                                                         | <b>PHONE</b><br>(A/C, No, Ext): | (888) 925-3137 | <b>FAX</b><br>(A/C, No): | (888) 443-6112     |                                         |       |                    |                                 |       |                    |                                     |       |                    |  |  |                    |  |  |                    |  |  |
|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|----------------|--------------------------|--------------------|-----------------------------------------|-------|--------------------|---------------------------------|-------|--------------------|-------------------------------------|-------|--------------------|--|--|--------------------|--|--|--------------------|--|--|
| <b>PHONE</b><br>(A/C, No, Ext):                                                                                                                | (888) 925-3137                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>FAX</b><br>(A/C, No):        | (888) 443-6112 |                          |                    |                                         |       |                    |                                 |       |                    |                                     |       |                    |  |  |                    |  |  |                    |  |  |
| <b>INSURED</b><br>Kreative Core Technologies Inc<br>14762 KEMPS LDG<br>FRISCO TX 75035-0701                                                    | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC#</th></tr> <tr> <td><b>INSURER A :</b></td><td>Hartford Underwriters Insurance Company</td><td>30104</td></tr> <tr> <td><b>INSURER B :</b></td><td>Hartford Fire Insurance Company</td><td>19682</td></tr> <tr> <td><b>INSURER C :</b></td><td>Hartford Casualty Insurance Company</td><td>29424</td></tr> <tr> <td><b>INSURER D :</b></td><td></td><td></td></tr> <tr> <td><b>INSURER E :</b></td><td></td><td></td></tr> <tr> <td><b>INSURER F :</b></td><td></td><td></td></tr> </table> | INSURER(S) AFFORDING COVERAGE   |                | NAIC#                    | <b>INSURER A :</b> | Hartford Underwriters Insurance Company | 30104 | <b>INSURER B :</b> | Hartford Fire Insurance Company | 19682 | <b>INSURER C :</b> | Hartford Casualty Insurance Company | 29424 | <b>INSURER D :</b> |  |  | <b>INSURER E :</b> |  |  | <b>INSURER F :</b> |  |  |
| INSURER(S) AFFORDING COVERAGE                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | NAIC#                           |                |                          |                    |                                         |       |                    |                                 |       |                    |                                     |       |                    |  |  |                    |  |  |                    |  |  |
| <b>INSURER A :</b>                                                                                                                             | Hartford Underwriters Insurance Company                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 30104                           |                |                          |                    |                                         |       |                    |                                 |       |                    |                                     |       |                    |  |  |                    |  |  |                    |  |  |
| <b>INSURER B :</b>                                                                                                                             | Hartford Fire Insurance Company                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 19682                           |                |                          |                    |                                         |       |                    |                                 |       |                    |                                     |       |                    |  |  |                    |  |  |                    |  |  |
| <b>INSURER C :</b>                                                                                                                             | Hartford Casualty Insurance Company                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 29424                           |                |                          |                    |                                         |       |                    |                                 |       |                    |                                     |       |                    |  |  |                    |  |  |                    |  |  |
| <b>INSURER D :</b>                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                 |                |                          |                    |                                         |       |                    |                                 |       |                    |                                     |       |                    |  |  |                    |  |  |                    |  |  |
| <b>INSURER E :</b>                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                 |                |                          |                    |                                         |       |                    |                                 |       |                    |                                     |       |                    |  |  |                    |  |  |                    |  |  |
| <b>INSURER F :</b>                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                 |                |                          |                    |                                         |       |                    |                                 |       |                    |                                     |       |                    |  |  |                    |  |  |                    |  |  |

## COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                         | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/Y YYYY) | LIMITS                                                                          |                          |
|----------|-----------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|---------------------------|---------------------------------------------------------------------------------|--------------------------|
| A        | COMMERCIAL GENERAL LIABILITY                                                                              |           |          | 76 SBU AN2SY4 | 09/09/2021              | 09/09/2022                | EACH OCCURRENCE                                                                 | \$1,000,000              |
|          | CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                     |           |          |               |                         |                           | DAMAGE TO RENTED PREMISES (Ea occurrence)                                       | \$1,000,000              |
|          | <input checked="" type="checkbox"/> General Liability                                                     |           |          |               |                         |                           | MED EXP (Any one person)                                                        | \$10,000                 |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                                        |           |          |               |                         |                           | PERSONAL & ADV INJURY                                                           | \$1,000,000              |
|          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          |               |                         |                           | GENERAL AGGREGATE                                                               | \$2,000,000              |
|          | OTHER:                                                                                                    |           |          |               |                         |                           | PRODUCTS - COMP/OP AGG                                                          | \$2,000,000              |
|          | <b>AUTOMOBILE LIABILITY</b>                                                                               |           |          |               |                         |                           | COMBINED SINGLE LIMIT (Ea accident)                                             |                          |
|          | ANY AUTO                                                                                                  |           |          |               |                         |                           | BODILY INJURY (Per person)                                                      |                          |
|          | ALL OWNED AUTOS                                                                                           |           |          |               |                         |                           | BODILY INJURY (Per accident)                                                    |                          |
|          | HIRED AUTOS                                                                                               |           |          |               |                         |                           | PROPERTY DAMAGE (Per accident)                                                  |                          |
|          | NON-OWNED AUTOS                                                                                           |           |          |               |                         |                           |                                                                                 |                          |
|          | <b>UMBRELLA LIAB EXCESS LIAB</b>                                                                          |           |          |               |                         |                           | EACH OCCURRENCE                                                                 |                          |
|          | OCCUR CLAIMS-MADE                                                                                         |           |          |               |                         |                           | AGGREGATE                                                                       |                          |
|          | DED RETENTION \$                                                                                          |           |          |               |                         |                           |                                                                                 |                          |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                      |           |          | 76 WEG AN2SYH | 09/09/2021              | 09/09/2022                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |                          |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                               | Y/N       |          |               |                         |                           | E.L. EACH ACCIDENT                                                              | \$1,000,000              |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                    |           | N/A      |               |                         |                           | E.L. DISEASE -EA EMPLOYEE                                                       | \$1,000,000              |
|          |                                                                                                           |           | X        |               |                         |                           | E.L. DISEASE - POLICY LIMIT                                                     | \$1,000,000              |
| B        | FailSafe Technology Errors or Omissions Liability                                                         |           |          | 76 SBU AN2SY4 | 09/09/2021              | 09/09/2022                | Each Wrongful Act Aggregate Limit                                               | \$500,000<br>\$1,000,000 |

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

Those usual to the Insured's Operations.

## CERTIFICATE HOLDER

CITY OF OXNARD  
Attn: Insurance Compliance  
Reference No. \_\_\_\_\_  
PO Box 100085 - OX  
DULUTH GA 30096-9302

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Susan L. Castaneda*

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## Re: Insurance

1 message

**Pacheco, Amelia** <amelia.pacheco@oxnard.org>

Wed, Sep 8, 2021 at 5:13 PM

To: "More, Mike" <mike.more@oxnard.org>

Cc: "Sewell, Mark" <mark.sewell@oxnard.org>

Will do, thank you.

Amelia Pacheco | Human Resources Technician

Human Resources Department

300 W Third St. | Oxnard, CA 93030

T: 805-385-7470 | F: 805-385-7455

[www.Oxnard.org](http://www.Oxnard.org)

cid:image001.png@01D2AC98.FC53C300

On Wed, Sep 8, 2021 at 5:04 PM More, Mike <mike.more@oxnard.org> wrote:

Amelia:

Please contact the number on the cover page to get the additional insured endorsement for general liability and waiver of subrogation for workers compensation. I think that is all we need at this point. Thanks,

**Michael More** | Human Resources Manager/Risk Manager

Human Resources Department

300 W Third Street | Oxnard, CA 93030

O: 805-385-7480 | F: 805-385-8352

[www.oxnard.org](http://www.oxnard.org)

cid:image001.png@01D2AC98.FC53C300

CONFIDENTIALITY NOTICE: This communication including attachments may be confidential and privileged. The information is intended for the sole use of the addressee(s). If you are not the intended recipient, you are advised that any disclosure, copying, distribution, use or taking of any action in reliance upon this communication is strictly prohibited. If you have received this communication in error, please notify me by electronic mail or by telephone immediately and delete this communication including any attachments. Thank you.

On Wed, Sep 8, 2021 at 4:59 PM Sewell, Mark <mark.sewell@oxnard.org> wrote:

Please can you review this insurance?

it is a priority to process as part of a contract for ERP... ( the one i reached out about earlier ) - thanks!

Mark

----- Forwarded message -----

From: **Andy bhatnagar** <abhatnagar@xylemcore.com>

Date: Wed, Sep 8, 2021 at 4:57 PM

Subject: Insurance

To: Mark Sewell <mark.sewell@oxnard.org>, Shiri Klima <shiri.klima@oxnard.org>

Hi Mark and Shiri,

Attached is the proof of insurance requested by city of Oxnard.



Purchasing Department  
Purchasing Procedure

Negotiated Contract  
Sole/Single (NSS Form)

Purchasing requires written justification from the requesting department within the department explaining why this is the only source for the requirement. Please check the applicable box.

**Definition**

- ☒ **Negotiated Contract:** When no bids or no responsive bids are received/obtained, the purchasing manager is authorized to negotiate for written proposals without a formal solicitation process for a city contract.
- ☐ **Formal/informal solicitation with one bid/proposal response received (Bid # and Close date):**
- ☐ **Cooperative Procurement/Piggy-Back Agreement**
- ☐ **Confidential agreement** for City Attorney and/or Chief of Police (backup docs may be redacted)
- ☐ **Sole Source:** Unique materials, supplies, equipment or services, which can be obtained from only one known source, proprietary equipment/technology, copyright, singular characteristics or performance capabilities or which have exclusive compatibility components with existing City products.
- ☐ **Single Source:** A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.
- ☐ **Urgent:** Informal or formal solicitations for supplies, equipment or services (except Public Projects) shall not apply in a situation in which, at the City Manager's discretion, does not permit obtaining price quotations or bids and public interest and necessity demand the immediate expenditure of public money to avoid harm to or safeguard life, health or property or to mitigate severe economic expenses. Provide the supporting documentation with a completed NSS form to the Purchasing Division of the urgent products/services with the City Manager's signature.

**WRITTEN JUSTIFICATION**

The below information is provided in support of my Department requesting approval for a negotiated or sole/single source (NSS form). *(Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.)*

1. Vendor Legal Business Name & Vendor: # **Kreative Core Technologies Inc. #23820**  
  
Requisition No. (Please contact Purchasing if you require assistance): # **5686**
2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide to include: (Please check one or more of the options below)
  - ☐ **Unique:** e.g. Feature(s) that make the item/service unique and why you need this uniqueness.
  - ☒ **Compatibility:** e.g. Compatibility with or component of, an existing item; provide enough detail to demonstrate that compatibility is necessary.
  - ☐ **Territory:** Provide a letter from the Manufacturer that its' supplier/reseller holds a service contract and must supply parts to accomplish a contract.
  - ☐ **Emergency order:** No other supplier available at the time. (Must be declared by the City Manager/City Council).
  - ☐ **Urgent:** City Manager approves waiving the formal competitive solicitation, over \$200,000
  - ☐ **Proprietary purchase:** No other supplier available. Provide verified evidence that the purchasing is truly proprietary. I.E. letter from manufacturer that their product is proprietary and that no other product on the open market exists.
  - ☐ **Cooperative Agreement:** Multi-State agreements for supplies and services available for use by State and local Government agencies. **Please state source/contract #** \_\_\_\_\_
3. The basis upon which the price/cost was determined to be fair and reasonable. The price justification to include: (Please check one or more of the options below)
  - ☐ Comparison to product catalog.
  - ☒ Comparison to similar product/service.
  - ☐ Published price lists.
  - ☒ Prices quoted are less than or equal to, that quoted to other governmental agencies.
  - ☒ Records of previously bid items that were similar.
  - ☒ Proven industry standard.





Purchasing Department  
Purchasing Procedure

Negotiated Contract  
Sole/Single (NSS Form)

4. Please provide a written explanation of justification for this product/service below:

The City of Oxnard is investing millions of dollars in a new ERP system that will revolutionize how the City will operate for many years. In order to maximize its investment, the City took a decision to budget for external project management services in order to implement the system on time and to budget, utilizing the product in a way that works best for City of Oxnard. The Core Financials phase of the project is due to go live in July 2022, with a lot of work still to do in order to meet this deadline. City leadership wishes to bring new project management on board. Andy Bhatnager, of Kreative Core Technologies is highly experienced in delivering Munis ERP systems as project manager and is available to start immediately thereby reducing the risk of delay to the project that could otherwise exist if a full RFP/Q process were to be undertaken.

5. Identify all costs for this requested purchase:

| Product/Service Description:              | Fiscal Year:22 | Fiscal Year: | Fiscal Year: | Fiscal Year: |
|-------------------------------------------|----------------|--------------|--------------|--------------|
| One-Time Costs (Describe):                | up to \$25,000 |              |              |              |
| Ongoing Costs (Describe):                 |                |              |              |              |
| Annual Total Costs: Add the total by year | up to \$25,000 |              |              |              |

6. Period of Performance:

|       |         |     |          |    |                   |  |
|-------|---------|-----|----------|----|-------------------|--|
| From: | 9/13/21 | To: | 10/04/21 | Or | One-Time Purchase |  |
|-------|---------|-----|----------|----|-------------------|--|

I HEREBY CERTIFY THAT:

- 1) I am an approved department representative, and am aware of the City's requirements for competitive bidding, as well as, the criteria for justification for negotiated contract/sole/single source purchase.
- 2) There is justification for a negotiated contract/sole/single source purchase noted above as it meets the City's criteria.

Department: Finance

Requestor Name (Print Name): Mark Sewell

Authorized **Department Director** or ~~designee~~: Betsy George

9/7/21

Please print

Sign name

Date:

Below to be processed by Purchasing:



Approved or



Denied

Notes:

Purchasing Buyer: Patricia Garcia

Up to \$25,000

Please Print

Please Sign

Date:

Purchasing Manager: Daniel Willhite

Up to \$100,000

Please Print

Please Sign

Date:

City Manager: Alexander Nguyen

Up to \$200,000

Please Print

Please Sign

Date:

\*Over \$200,000.01 will be approved by Purchasing Agent after Council approval.

Tentative Council Date: N/A

Tracking number assigned by the Purchasing Department only.

|            |       |                       |             |     |       |
|------------|-------|-----------------------|-------------|-----|-------|
| Tracking # | 21-91 | Not to Exceed Amount: | \$ 25,000 — | FY: | 21-22 |
|------------|-------|-----------------------|-------------|-----|-------|

# Third Amendment to Professional Services Contract 9431-21-FN with Kreative Core Technologies Corp.

## City Council

July 28, 2022

Shiri Klima, Deputy City Manager

That the City Council approve and authorize the Mayor to execute a Third Amendment to the Professional Services Agreement with Kreative Core Technologies Corp (9431-21-FN) in the amount of \$1,700,000 for a new not to exceed contract amount of \$2,600,000 and to extend the term to December 31, 2023, for Project Management Services related to the Enterprise Resource Planning (ERP) implementation.

Separate technology systems that provide the foundational framework for nearly all City functions such as:

Timekeeping

Human Resources

Payroll

Budgeting

Financial Reporting

Grant Management

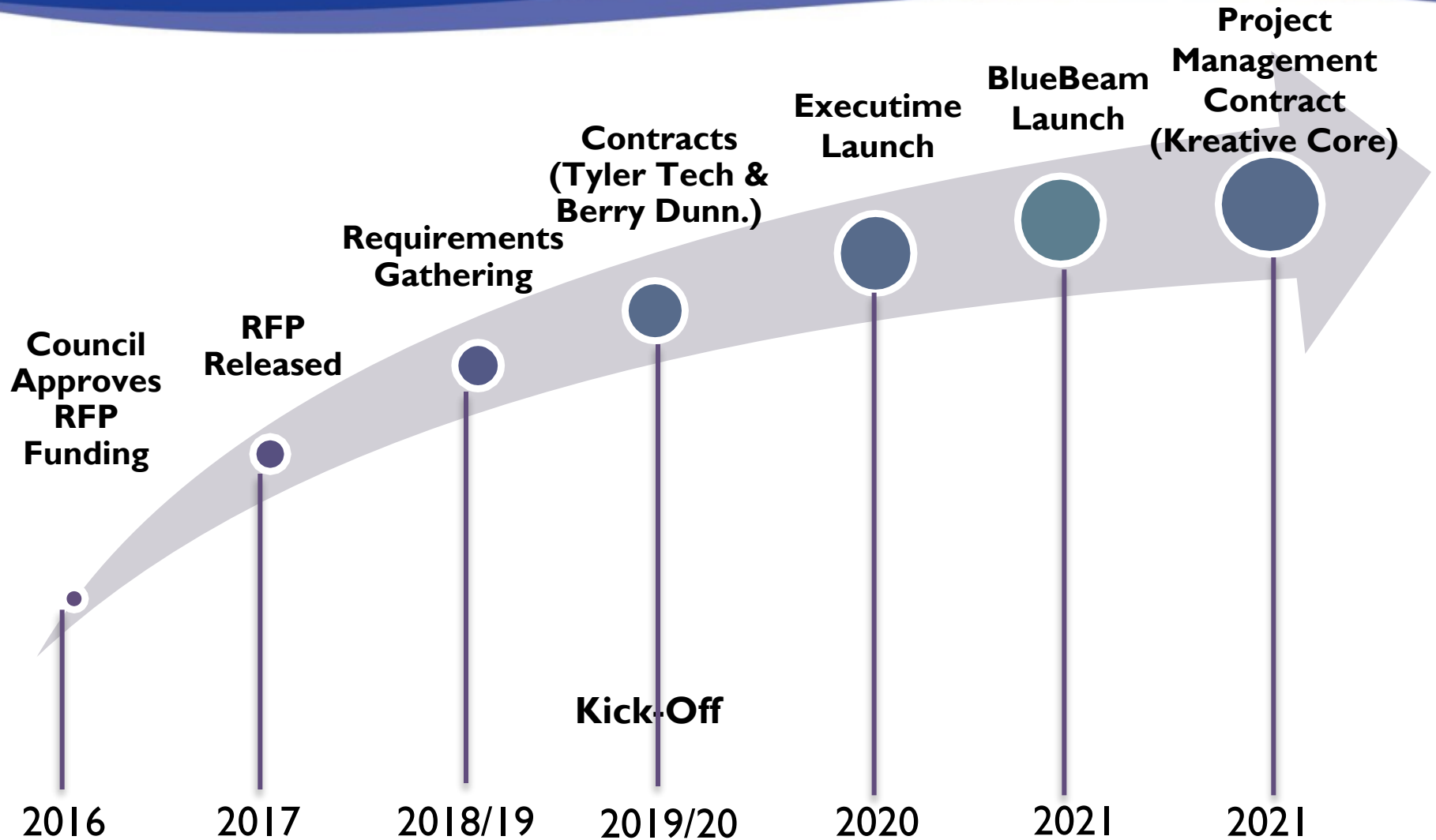
Capital Project Management

Community Development

Utility Billing

Asset Maintenance

The ERP integrates these functions so they “speak to each other”





1. Improve customer service to internal and external customers
2. Make it easier for residents and businesses to conduct business with the City
3. Achieve enhanced coordination across departments
4. Improve process efficiencies and data accuracy
5. Provide greater capabilities for tracking project costs and viewing real-time project data
6. Reduce redundant “shadow systems”, data entry, storage and paper processes
7. Update business processes and policies to reflect the capabilities of modern technology (Best Practices)

Streamlined processes and workflows

Enable real-time information management and enhanced reporting tools & dashboards

Provide integrated self-service for staff, residents, vendors & businesses

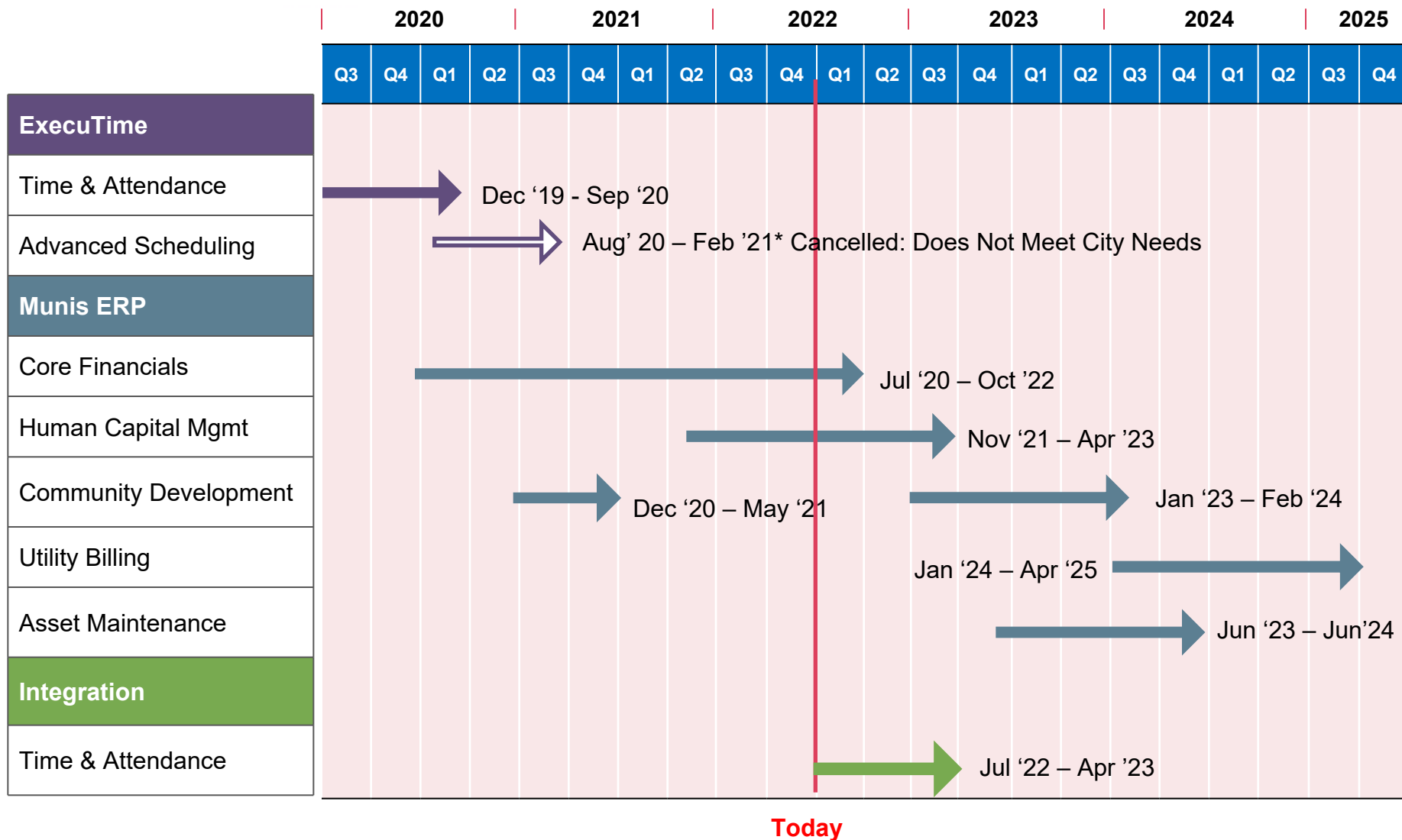
Integrate databases that improve process efficiencies and data accuracy

Centralize electronic document management

Design an open system with access to other City applications

# UPDATED PROJECT TIMELINE

7



Rescheduled launch of Core Financials and HCM Phases  
October 2022 and April 2023 respectively.

- Key Vacancies within the Finance and IT teams in Spring and Summer of 2022.
- Provide time for new staff to get up to speed.
- Going Live at Start of Fiscal Year for Core Financials higher risk of audit implications.
- Increase amount of time allocated to training staff.

City Council approved professional services contract for with BerryDunn in June 2020.

BerryDunn supported the City implementation of ExecuTime, analysis of current and future process analysis for Core Financials and Organizational Change Management.

Progress on largest, most complex phase - Core Financials - slowed by summer of 2021.

Kreative Core Technologies contracted to perform a project assessment in September 2021.

Original Contract: Not to Exceed \$25,000

City Core Team unanimously agreed with all recommendations to bring Core Financials back on track for launch.



Successful recent Tyler implementations at cities similar to Oxnard.

Certified Project Managers dedicated 100% to all ERP phases.

Good progress made on Core Financial and HCM Phases.

City administratively entered into a contract to provide Project Management Services for Core Financial and HCM phases.

Oct 2021: First Amendment: Not to Exceed \$200,000.

Feb 2022: Second Amendment: Not to Exceed \$900,000.

July 2022: Third Amendment: Not to Exceed \$2,600,000.

Additional \$1,700,000 services anticipated until 6/30/23:

|                                                 |                |
|-------------------------------------------------|----------------|
| Impact of rescheduling Core Financials and HCM: | \$173k         |
| Providing Support immediately following launch: | \$100k         |
| Project Managing Time and Attendance:           | \$220k         |
| Project Managing EnerGov*:                      | \$154k         |
| Project Managing EAM*:                          | \$26k          |
| IT Support Services:                            | \$735k         |
| Snr Project Management / Travel:                | \$111k         |
| Sub Total:                                      | <b>\$1.52m</b> |

|                                  |                |
|----------------------------------|----------------|
| IT Support Services contingency: | \$184k         |
| Not to Exceed:                   | <b>\$1.70m</b> |

\*Staff anticipates returning to Council with a Fourth Amendment prior to June 30, 2023 future needs.

That the City Council approve and authorize the Mayor to execute a Third Amendment to the Professional Services Agreement with Kreative Core Technologies Corp (9431-21-FN) in the amount of \$1,700,000 for a new not to exceed contract amount of \$2,600,000 and to extend the term to December 31, 2023, for Project Management Services related to the Enterprise Resource Planning (ERP) implementation.





## CITY COUNCIL AGENDA REPORT

### REPORTS AGENDA ITEM NO. M.6

**DATE:** July 28, 2022

**TO:** City Council

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

**SUBJECT:** Agreement A-8487 with Unlimited Engineering Contracting Inc. for Thompson Park, Johnson Creek Park and Sierra Linda Park Improvements Project, Specification No. PW 22-100. (0/5/5)

### RECOMMENDATION

That the City Council approve and authorize the following for a total of \$1,021,068.00 in Project funds for the Thompson Park, Johnson Creek Park and Sierra Linda Park Improvements Project, Specification No. PW 22-100 (Project Nos. 215706 & 225704):

1. The Mayor to execute Agreement A-8487 with Unlimited Engineering Contracting Inc. in the amount of \$850,890 for the Project;
2. A Project contingency amount of \$85,089 for the Project; and
3. A Project allocation amount of \$85,089 for engineering, inspection, survey and project management for the Project.

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/-EflrM2BnPg>

### BACKGROUND

The existing playground equipment at Thompson Park, Johnson Creek Park, and Sierra Linda Park have all reached the end of their useful life and are in need of replacement. The new playground equipment will help enhance the amenities at each park and enhance the safety of children using the new playground equipment.

The work includes removal and disposal of existing playground equipment, concrete supports, and playground surface coverings and the installation of new playground equipment, concrete supports, playground surface coverings and all other associated work.

### Capital Improvement Project (CIP) Reference:

Project No. **215706 & 225704** – Playground Replacement Project PW 22-100 - CIP 2021-2026 - Adopted May 18, 2021 – Page 86.

### DISCUSSION

The notice inviting formal bids (NIFB) on the Project was published on May 26, 2022, and all bids were due on June 22,



2022 and opened June 22, 2022. The City received the following bid:

Unlimited Engineering Contracting Inc.: \$269,730.00

The lowest (and only) bidder is Unlimited Engineering Contracting Inc. and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Unlimited Engineering Contracting Inc. and its subcontractors. Procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award the contract for this Project to Unlimited Engineering Contracting Inc.

There was only one bidder on this project with ten planholders. The bid received was lower than the Engineer's estimate. The limited bidder response may be attributed to the size of the project or competition with the other projects that were available for bid around the same time. The City has past experience working with this bidder at Durley Park for the playground improvement project which was completed May 2019.

Based on the available budget, the contract award is not only the base bid amount of \$269,730.00 but also additive bid item numbers 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 27 for an additional cost of \$581,160.00 for a total award amount of \$850,890.00. The additive bid items include additional playground equipment and pour in place rubber safety surface for Thompson Park and Johnson Creek Park and all Work, play equipment and rubber safety surface for Sierra Linda Park.

In addition to the project award amount of \$850,890.00, staff recommends authorizing \$170,178.00 for the project, which includes \$85,089.00 for project contingency (10% of the contract costs) and \$85,089.00 for the cost for engineering services and City staff (10% of the contract cost). Engineering services include the following activities during construction: engineering, inspection, survey and project management. These recommendations bring the total estimated cost of the project to \$1,021,068.00.

## **STRATEGIC PRIORITIES**

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

## **FINANCIAL IMPACT**

The total cost for this Project shall not exceed \$1,021,068.00 which includes the construction agreement, contingency and project allocation. The Thompson Park, Johnson Creek Park and Sierra Linda Park Improvements Project 215706 has an available project budget balance of approximately \$395,000 from the 2006 TAB HERO/SW/ORMOND Fund (315) and the Playground Replacement Project 225704 has an available project budget balance of \$1,135,000 from the General Fund Capital Outlay Fund (301).

## **COMMITTEE OUTCOME**

This item did not originate in Committee as this is a capital improvement project specifically listed in the Capital Improvement Program budget, which was previously approved by the City Council.

*Prepared by: Tatiana Arnaout, City Engineer*

## **ATTACHMENTS**

1. A-8487 (PW 22-100) Agreement with Unlimited Eng. Contracting Inc.
2. Presentation

## CONTRACT

### CITY OF OXNARD CONTRACT FOR THOMPSON PARK, JOHNSON CREEK PARK AND SIERRA LINDA PARK IMPROVEMENTS PROJECT SPECIFICATION NO. PW 22-100

THIS CONTRACT ("Contract") is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and UNLIMITED ENGINEERING CONTRACTING INC. ("Contractor"). Contractor's license number is 966591.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Thompson Park, Johnson Creek Park and Sierra Linda Park Improvements Project, Specification No. PW 22-100 ("Project"), as described in this Contract and in the incorporated Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of eight hundred fifty thousand eight hundred ninety dollars (\$850,890.00) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "A" and incorporated herein by this reference.
4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every

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

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

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

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

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

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

*[signatures on following page]*

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

**CITY OF OXNARD**

**UNLIMITED ENGINEERING CONTRACTING INC.**

☒ John C. Zaragoza, Mayor<sup>1</sup> \_\_\_\_\_ Date \_\_\_\_\_  
☐ Alexander Nguyen, City Manager  
☐ Purchasing Manager  
☐ [name] , Buyer

Kevin Carter, CEO<sup>2</sup> \_\_\_\_\_ Date \_\_\_\_\_

Kristina Carter, Secretary \_\_\_\_\_ Date \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

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

<sup>1</sup> 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.

<sup>2</sup> The City requires the following for any contract:

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

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

## Exhibit INS-G

### INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS (WITHOUT BUILDER'S RISK REQUIREMENT)

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

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

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.

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

City of Oxnard  
Insurance Compliance  
Reference No. **A-8487**  
P.O. Box 100085 – OX  
Duluth, GA 30096  
Via Email: [cityofoxnard@ebix.com](mailto: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-G or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

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



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

## INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

### ***Certificates of Insurance***

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

### ***Endorsement Forms***

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

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

## PRODUCER

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

CODESUB-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      | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.<br><input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. |               |                                  |                                   | GENERAL AGGREGATE \$2,000,000<br>PRODUCTS COMP/OP AGG. \$2,000,000<br>PERSONAL & ADV. INJURY \$2,000,000<br>EACH OCCURRENCE \$2,000,000<br>FIRE DAMAGE (Any one fire) \$<br>MED. EXPENSE (Any one person) \$ |
| A      | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY                                                                             |               |                                  |                                   | COMBINED SINGLE LIMIT \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE \$                                                                                  |
| A      | <b>EXCESS LIABILITY</b><br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM                                                                                                                                                                                |               |                                  |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                           |
| A      | <b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                                                                                                                                                               |               |                                  |                                   | STATUTORY LIMITS<br>EACH ACCIDENT \$1,000,000<br>DISEASE-POLICY LIMIT \$1,000,000<br>DISEASE-EACH EMPLOYEE \$1,000,000                                                                                       |
| A      | <b>OTHER</b><br>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                                               |               |                                  |                                   | Minimum coverage \$1,000,000<br>Each consultant/ \$500,000<br>& listed sub-consultant                                                                                                                        |

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

CERTIFICATE HOLDER

**CITY OF OXNARD**

**Attn: Insurance Compliance**

**Reference No. A-8487**

**P.O. Box 100085 – OX**

**Duluth, GA 30096**

**Via Email: [cityofoxnard@ebix.com](mailto: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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| <b>GENERAL LIABILITY SPECIAL ENDORSEMENT</b><br><b>FOR THE CITY OF OXNARD (the ACity@)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | <b>SUBMIT IN DUPLICATE</b>                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | ENDORSEMENT NO.                                                                                                                                                                                                                                                                                                                                                                                                     | ISSUE DATE (MM/DD/YY)                                                                                                                |
| PRODUCER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | POLICY INFORMATION:<br>Insurance Company:<br>Policy No.:<br>Policy Period: (from) (to)<br>LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits<br><input type="checkbox"/> In Addition to Limits                                                                                                                                                                                                     |                                                                                                                                      |
| Telephone:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____<br>with an Aggregate of \$ _____ applies to _____<br>coverage. <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Per Claim (which)                                                                                                                                                     |                                                                                                                                      |
| NAMED INSURED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered:<br><br>CITY AGREEMENTS/PERMITS                                                                      |                                                                                                                                      |
| TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                      |
| GENERAL LIABILITY<br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY<br><input type="checkbox"/> OWNERS & CONTRACTORS PROTECTIVE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | OTHER PROVISIONS                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                      |
| <input type="checkbox"/> Claims Made<br>Retroactive Date _____<br><input type="checkbox"/> Occurrence                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                      |
| COVERAGES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | LIABILITY LIMITS IN THOUSANDS \$                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | EACH OCCURRENCE                                                                                                                                                                                                                                                                                                                                                                                                     | AGGREGATE                                                                                                                            |
| <input type="checkbox"/> GENERAL<br><input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS<br><input type="checkbox"/> PERSONAL & ADVERTISING INJURY<br><input type="checkbox"/> FIRE DAMAGE<br><input type="checkbox"/> _____<br><input type="checkbox"/> _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                                                                                                                                                                                                                                     | CLAIMS: Underwriter=s representative for claims pursuant to this insurance.<br>Name: _____<br>Address: _____<br>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:<br><br>1. <b>INSURED.</b> 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.<br>2. <b>CONTRIBUTION NOT REQUIRED.</b> 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.<br>3. <b>SEVERABILITY OF INTEREST.</b> 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.<br>4. <b>CANCELLATION NOTICE.</b> 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.<br>5. <b>PROVISIONS REGARDING THE INSURED=S DUTIES.</b> 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.<br>6. <b>SCOPE OF COVERAGE.</b> This policy, if primary, affords coverage at least as broad as:<br>a. Insurance Services Office Commercial General Liability Coverage, Aoccurrence@ form CG0001; or<br>b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.<br>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<br>Attn: Insurance Compliance<br>Reference No. <u>A-8487</u><br>P.O. Box 100085 – OX<br>Duluth, GA 30096<br>Via Email: <a href="mailto:cityofoxnard@ebix.com">cityofoxnard@ebix.com</a><br>Via Fax: 678-259-1007                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | AUTHORIZED REPRESENTATIVE<br><input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____<br>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.<br>Signature _____ (original signature required)<br>Telephone: ( _____ ) Date Signed _____ |                                                                                                                                      |

[illegible]



Bond No. \_\_\_\_\_

**PAYMENT BOND  
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ("Principal")

a contract (the "Contract") for the Work described as THOMPSON PARK, JOHNSON CREEK PARK AND SIERRA LINDA PARK IMPROVEMENTS PROJECT, SPECIFICATION NO. PW 22-100.

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

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
*(Name and address of Surety)*

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

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

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor

Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

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

Dated: \_\_\_\_\_

“Principal”

“Surety”

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its:

Its:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its:

Its:

\_\_\_\_\_

\_\_\_\_\_

(Seal)

(Seal)

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

Bond No. \_\_\_\_\_

## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to \_\_\_\_\_  
\_\_\_\_\_  
(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as THOMPSON PARK, JOHNSON CREEK PARK AND SIERRA LINDA PARK IMPROVEMENTS PROJECT, SPECIFICATION NO. PW 22-100.

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

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_  
\_\_\_\_\_  
(Name and address of Surety)

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

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

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of

time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

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

Dated: \_\_\_\_\_

“Principal”

“Surety”

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its:

Its:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its:

Its:

\_\_\_\_\_

\_\_\_\_\_

(Seal)

(Seal)

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

# **EXHIBIT A**

## **CITY OF OXNARD**

### **BID SHEETS FOR THOMPSON PARK, JOHNSON CREEK PARK AND SIERRA LINDA PARK IMPROVEMENTS PROJECT**

#### **SPECIFICATION NO. PW 22-100**

Bidder's Name: Unlimited Engineering Contracting Inc.

To the Honorable Mayor and Members of the City Council:

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

#### **BASE BID FOR THOMPSON PARK:**

| ITEM NO.                                | DESCRIPTION                                                                                 | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | TOTAL         |
|-----------------------------------------|---------------------------------------------------------------------------------------------|-------------------|-----------------|---------------------|---------------|
| 1.                                      | Mobilization/Demobilization (no greater than 5% of Total Base Bid Amount for Thompson Park) | 1000-3            | LS              | 1                   | \$ 8,430.00   |
| 2                                       | Demolition                                                                                  | 1003-4            | LS              | 1                   | \$ 22,000.00  |
| 3                                       | Concrete Work                                                                               | 1005-4            | LS              | 1                   | \$ 7,500.00   |
| 4                                       | Play Area Equipment (Including Installation)                                                | 1006-4            | LS              | 1                   | \$ 148,000.00 |
| TOTAL BASE BID AMOUNT FOR THOMPSON PARK |                                                                                             |                   |                 |                     | \$ 185,930.00 |

#### **BASE BID FOR JOHNSON CREEK PARK**

| ITEM NO. | DESCRIPTION                                                                                      | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | TOTAL        |
|----------|--------------------------------------------------------------------------------------------------|-------------------|-----------------|---------------------|--------------|
| 5.       | Mobilization/Demobilization (no greater than 5% of Total Base Bid Amount for Johnson Creek Park) | 1000-3            | LS              | 1                   | \$ 3,800.00  |
| 6        | Demolition                                                                                       | 1003-4            | LS              | 1                   | \$ 20,000.00 |
| 7        | Concrete Work                                                                                    | 1005-4            | LS              | 1                   | \$ 5,000.00  |



|                                              |                                              |        |    |   |              |
|----------------------------------------------|----------------------------------------------|--------|----|---|--------------|
| 8                                            | Play Area Equipment (Including Installation) | 1006-4 | LS | 1 | \$ 55,000.00 |
| TOTAL BASE BID AMOUNT FOR JOHNSON CREEK PARK |                                              |        |    |   | \$ 83,800.00 |

**TOTAL BID PRICE = TOTAL BASE BID AMOUNT FOR THOMPSON PARK +  
TOTAL BASE BID AMOUNT FOR JOHNSON CREEK PARK**

**(DO NOT INCLUDE ADDITIVE ITEMS FOR THOMPSON PARK, JOHNSON PARK OR  
SIERRA LINDA PARK)**

**TOTAL BID PRICE IN DIGITS: \$ 269,730.00**

**TOTAL BID PRICE IN WORDS: TWO HUNDRED SIXTY NINE THOUSAND SEVEN  
HUNDRED THIRTY DOLLARS ZERO CENTS**

\*\*\* The lowest Bid will be determined on the basis of the lowest base amount without considering the amounts listed for the additive or deductive items.

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

**THOMPSON PARK – ADDITIVE ITEMS #1:**

**To be Installed as required per Project Manager's direction. Payment for these items shall be based on the actual quantities installed. All Bidders must provide bid item price for the Additive Bid Items listed.**

| ITEM NO.                                                | DESCRIPTION                                                                                    | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | TOTAL                   |
|---------------------------------------------------------|------------------------------------------------------------------------------------------------|-------------------|-----------------|---------------------|-------------------------|
| <del>9</del>                                            | <del>Play Area Surface – Wood Chip</del>                                                       | <del>1007-4</del> | <del>LS</del>   | <del>1</del>        | <del>\$ 27,000.00</del> |
| 10                                                      | Play Area Surface – Pour In Place Rubber Safety Surface                                        | 1007-4            | LS              | 1                   | \$ 120,000.00           |
| 11                                                      | Play Area Equipment (Including Installation) of GameTime/ Music Time – Model #81754            | 1006-4            | EA              | 1                   | \$ 3,000.00             |
| 12                                                      | Play Area Equipment (Including Installation) of GameTime/ Shadow Play Sky Runner – Model #8237 | 1006-4            | EA              | 1                   | \$ 12,000.00            |
| 13                                                      | Play Area Equipment (Including Installation) of GameTime/ The Dragon Fly – Model #38000        | 1006-4            | EA              | 1                   | \$ 11,000.00            |
| TOTAL BID AMOUNT FOR THOMPSON PARK – ADDITIVE ITEMS #1: |                                                                                                |                   |                 |                     | \$ 173,000.00           |

Not awarded

**JOHNSON CREEK PARK – ADDITIVE ITEMS #2:**

To be installed as required per Project Manager's direction. Payment for these items shall be based on the actual quantities installed. All Bidders must provide bid item price for the Additive Bid Items listed.

| ITEM NO.                                                     | DESCRIPTION                                                                                    | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | TOTAL                   |
|--------------------------------------------------------------|------------------------------------------------------------------------------------------------|-------------------|-----------------|---------------------|-------------------------|
| <del>14</del>                                                | <del>Play Area Surface – Wood Chip</del>                                                       | <del>1007-4</del> | <del>LS</del>   | <del>1</del>        | <del>\$ 25,000.00</del> |
| 15                                                           | Play Area Surface – Pour In Place Rubber Safety Surface                                        | 1007-4            | LS              | 1                   | \$ 92,000.00            |
| 16                                                           | Play Area Equipment (Including Installation) of GameTime/ Music Time – Model #81754            | 1006-4            | EA              | 1                   | \$ 3,000.00             |
| 17                                                           | Play Area Equipment (Including Installation) of GameTime/ Shadow Play Sky Runner – Model #6237 | 1006-4            | EA              | 1                   | \$ 12,000.00            |
| 18                                                           | Play Area Equipment (Including Installation) of GameTime/ The Dragon Fly – Model #38000        | 1006-4            | EA              | 1                   | \$ 11,000.00            |
| TOTAL BID AMOUNT FOR JOHNSON CREEK PARK – ADDITIVE ITEMS #2: |                                                                                                |                   |                 |                     | \$ 143,000.00           |

Not awarded

**SIERRA LINDA PARK – ADDITIVE ITEMS #3:**

To be installed as required per Project Manager's direction. Payment for these items shall be based on the actual quantities installed. All Bidders must provide bid item price for the Additive Bid Items listed.

| ITEM NO.                                                    | DESCRIPTION                                                                                                                         | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | TOTAL         |
|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------------|---------------------|---------------|
| 19.                                                         | Mobilization/Demobilization (no greater than 5% of Total Bid Amount for Sierra Linda Park Additive Items #3)                        | 1000-3            | LS              | 1                   | \$ 8,660.00   |
| 20                                                          | Demolition                                                                                                                          | 1003-4            | LS              | 1                   | \$ 25,000.00  |
| 21                                                          | Concrete Work                                                                                                                       | 1005-4            | LS              | 1                   | \$ 7,500.00   |
| 22                                                          | Play Area Equipment (Including Installation) of GameTime/ Stardust – Model # PS18003 and GameTime/ Prime Time Swing – Model # 12583 | 1006-4            | LS              | 1                   | \$ 150,000.00 |
| TOTAL BID AMOUNT FOR SIERRA LINDA PARK – ADDITIVE ITEMS #3: |                                                                                                                                     |                   |                 |                     | \$ 191,160.00 |

### SIERRA LINDA PARK – ADDITIVE ITEMS #4:

**To be installed as required per Project Manager's direction. Payment for these items shall be based on the actual quantities installed. All Bidders must provide bid item price for the Additive Bid Items listed.**

| ITEM NO.                                                           | DESCRIPTION                                                                                    | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | TOTAL                   |
|--------------------------------------------------------------------|------------------------------------------------------------------------------------------------|-------------------|-----------------|---------------------|-------------------------|
| 23                                                                 | Play Area Equipment (Including Installation) of GameTime/ Music Time – Model #81754            | 1006-4            | EA              | 1                   | \$ 3,000.00             |
| 24                                                                 | Play Area Equipment (Including Installation) of GameTime/ Shadow Play Sky Runner – Model #6237 | 1006-4            | EA              | 1                   | \$ 12,000.00            |
| 25                                                                 | Play Area Equipment (Including Installation) of GameTime/ The Dragon Fly – Model #38000        | 1006-4            | EA              | 1                   | \$ 11,000.00            |
| <del>26</del>                                                      | <del>Play Area Surface – Wood Chip</del>                                                       | <del>1007-4</del> | <del>LS</del>   | <del>1</del>        | <del>\$ 25,000.00</del> |
| 27                                                                 | Play Area Surface – Pour In Place Rubber Safety Surface                                        | 1007-4            | LS              | 1                   | \$ 100,000.00           |
| <b>TOTAL BID AMOUNT FOR SIERRA LINDA PARK – ADDITIVE ITEMS #4:</b> |                                                                                                |                   |                 |                     | <b>\$ 151,000.00</b>    |

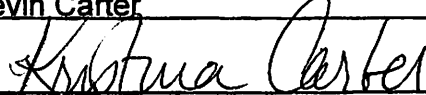
Not awarded

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

Bidder acknowledges receipt of all addenda

|           |                |           |                |
|-----------|----------------|-----------|----------------|
| Addendum: | Date Received: | Addendum: | Date Received: |
| #01       | <u>N/A</u>     | #03       | <u>N/A</u>     |
| #02       | <u>N/A</u>     | #04       | <u>N/A</u>     |

Bidder's Name (Company): Unlimited Engineering Contracting Inc.

Signature:   
 Print: Kevin Carter  
 Signature:   
 Print: Kristina Carter

Title: President  
 Date: 6/22/22  
 Title: Secretary  
 Date: 6-22-2022

Contract award amount is \$850,890.00 which is the total of Base Amount \$269,730.00 plus Additive Items: #10 (\$120,000), #11 (\$3,000), #12 (\$12,000), #13 (\$11,000), #15 (\$92,000), #16 (\$3,000), #17 (\$12,000), #18 (\$11,000), #19 (\$8,660), #20 (\$25,000), #21 (\$7,500), #22 (\$150,000), #23 (\$3,000), #24 (\$12,000), #25 (\$11,000), #27 (\$100,000). The value of the Additive Items total \$581,160.

# Agreement to Unlimited Engineering Contracting Inc. for the Thompson Park, Johnson Creek Park and Sierra Linda Park Improvements Project PW 22-100

City Council  
July 28, 2022

Tatiana Arnaout, PE  
City Engineer

That the City Council approve and authorize the following for a total of \$1,021,068.00 in Project funds for the Thompson Park, Johnson Creek Park and Sierra Linda Park Improvements Project, Specification No. PW 22-100 (Project Nos. 215706 & 225704):

1. The Mayor to execute Agreement A-8487 with Unlimited Engineering Contracting Inc. in the amount of \$850,890 for the Project;
2. A Project contingency amount of \$85,089 for the Project; and
3. A Project allocation amount of \$85,089 for engineering, inspection, survey and project management for the Project.



### **Thompson Park, Johnson Creek Park and Sierra Linda Park Improvements Project**

1. The existing playground equipment at Thompson Park, Johnson Creek Park, and Sierra Linda Park have all reached the end of their useful life and are in need of replacement. The new playground equipment will help enhance the amenities at each park and enhance the safety of children using the new playground equipment.
2. The work includes removal and disposal of existing playground equipment, concrete supports, and playground surface coverings and the installation of new playground equipment, concrete supports, playground surface coverings and all other associated work.

# BACKGROUND

## Sierra Linda Park – Existing Playground Equipment





# BACKGROUND

## Sierra Linda Park – Existing Playground Equipment



# BACKGROUND

## Johnson Creek Park – Existing Playground Equipment





# BACKGROUND

## Johnson Creek Park – Existing Playground Equipment





# BACKGROUND

## Thompson Park –Existing Playground Equipment





# BACKGROUND

## Thompson Park – Existing Playground Equipment



## DISCUSSION

- The notice inviting formal bids (NIFB) on the Project was published on May 26, 2022, and all bids were due on June 22, 2022 and opened June 22, 2022.
- The City received the following (1) bid:

**Unlimited Engineering Contracting Inc.: \$269,730.00**

- Unlimited Engineering Contracting Inc. was found to be the lowest responsive bidder for this project and staff recommends that the City Council award the contract for this Project to Unlimited Engineering Contracting Inc.

Total cost for the Project shall not exceed \$1,021,068.00 and includes:

- Agreement A-8487 with Unlimited Engineering Contracting Inc. for **\$850,890**
- Project contingency of **\$85,089**
- Engineering, inspection, survey, and project management (EISPM) of **\$85,089**
- There is currently **\$395,000** available from the 2006 TAB HERO/SW/ORMOND Fund (315) and the Playground Replacement Project No. 225704 has an available project budget balance of **\$1,135,000** from the General Fund Capital Outlay Fund (301)

# QUESTIONS?





## CITY COUNCIL AGENDA REPORT

### REPORTS AGENDA ITEM NO. M.7

**DATE:** July 28, 2022

**TO:** City Council

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

**SUBJECT:** Additional Appropriations for Fiscal Year 2021-22 in the Golf Enterprise Fund. (0/10/5)

#### RECOMMENDATION

That the City Council approve and authorize the recognition of additional golf course revenues in the amount of \$1,197,450 and appropriate an amount not to exceed \$778,352 for FY 2021-22 in the Golf Enterprise Fund (651).

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/r9D2oaeKcjA>

#### BACKGROUND

American Golf Corp (AGC) was awarded the River Ridge Golf Course Management Agreement beginning July 1, 2019. Since that time, the golf operations has posted a profit, revenues over expenses, for each fiscal year. As an Enterprise Fund, the annual golf profits are saved collectively in the Golf Course Fund Balance.

#### DISCUSSION

For Fiscal Year 2021-22, the golf course revenues are exceeding the revenue projections by over \$1.1 million for a projected final annual revenue of \$6 million. However, these additional revenues are largely driven by the need for additional Food & Beverage supplies and Golf Merchandise. There were also additional expenses for employee costs in Food & Beverage and equipment costs for compliance with the Air Quality Management District. Therefore, the golf course is projected to exceed the Fiscal Year 2021-22 operations budget of \$3.7 million by approximately \$778,000. An appropriation of \$778,352 is being requested to increase the Fiscal Year 2021-22 expense budget from \$3.7 million to \$4.5 million. The projected revenues for Fiscal Year 2021-22 will increase from \$4.8 million to \$6 million.

While staff tracks the expenses and revenues through monthly budget and performance meetings with AGC, there are timing issues with respect to posting and accounting of cost of sales. Additionally, since there are unknown factors that continuously impact the golf operations, such as bad weather events or COVID restrictions, the request for this appropriation was delayed until after the end of the Fiscal Year.

#### 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 additional \$1,197,450 in projected golf course revenue will offset the appropriation amount of \$778,352 for the Expense Budget increase for Fiscal Year 2021-22.

| <b>Golf Enterprise Fund - AGC Budget</b> | <b>Adopted FY 21-22<br/>Budget</b> | <b>Increased<br/>Adjustments</b> | <b>Revised FY 21-22<br/>Budget</b> |
|------------------------------------------|------------------------------------|----------------------------------|------------------------------------|
| Revenues                                 | 4,802,550                          | 1,197,450                        | 6,000,000                          |
| Expenditures                             | 3,721,648                          | 778,352                          | 4,500,000                          |
| <b>Net Surplus</b>                       | <b>1,080,902</b>                   | <b>419,098</b>                   | <b>1,500,000</b>                   |

There is no impact to the General Fund for approval of this item.

#### **COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Steve Howlett, Assistant Public Works Director*

#### **ATTACHMENTS**

1. Budget Appropriation
2. Presentation

## REQUEST FOR BUDGET APPROPRIATION

**Department:** Public Works  
**Project/Program**  
**Manager:** Steve Howlett

**Date:** July 28, 2022  
**Phone:** 805-385-7900

**Reason for Appropriation:**

Recognize increase in revenues and additional appropriation in the Golf Enterprise Fund for AGC.

**Accounts and Descriptions**

**AMOUNT**

**Fund:** 651-Golf Course Operating

**Revenues/Transfers In**

**6401-Golf Course Operation River Ridge Golf Course**

651-6401-615.77-52 American Golf Corse Operation 1,197,450

Sub-total Revenues 1,197,450

**Expenditures/Transfers Out**

**6406-GOLF COURSE AGC**

651-6406-824.82-42 GENERAL LIABILITY INSUR. 1,275

651-6406-824.82-84 OTHER SERVICES 269,998

651-6406-824.82-61 UTILITY EXPENSE-ELECTRIC 25,452

651-6406-824.84-20 INTERNET CHARGES 1,735

651-6406-824.82-09 SERVICES-OTHER PROF/CONTR 479,892

Sub-total Expenditures 778,352

**Net Change to Fund Balance 419,098**

**Net Appropriation Change 778,352**

**Approvals**

Department Director \_\_\_\_\_

Chief Financial Officer \_\_\_\_\_

City Manager \_\_\_\_\_

# Additional Appropriation for Fiscal Year 2021-22 in the Golf Enterprise Fund

City Council  
July 28, 2022

Steve Howlett  
Asst. Public Works Director

That the City Council approve and authorize the Mayor to recognize additional golf course revenues in the amount of \$1,197,450 and appropriate an amount not to exceed \$778,352 for FY 2021-22 in the Golf Enterprise Fund (651).



- American Golf Corp (AGC) was awarded the River Ridge Golf Course Management Agreement beginning July 1, 2019
- The golf operations has posted a profit, revenues over expenses, for each fiscal year
- As an Enterprise Fund, the annual golf profits are saved collectively in the Golf Course Fund Balance

- For Fiscal Year 2021-22, the golf course revenues are exceeding the revenue projections by over \$1.1 million for a projected final annual revenue of \$6 million
- The additional revenues are largely driven by the need for additional Food & Beverage supplies and Golf Merchandise. There were also additional expenses for employee costs in Food & Beverage and equipment costs for compliance with the Air Quality Management District
- The golf course is projected to exceed the Fiscal Year 2021-22 operations budget of \$3.7 million by approximately \$778,000

- An appropriation of \$778,352 is being requested to increase the Fiscal Year 2021-22 expense budget from \$3.7 million to \$4.5 million
- The projected revenues for Fiscal Year 2021-22 will increase from \$4.8 million to \$6 million

- The additional \$1,197,450 in projected golf course revenue will offset the appropriation amount of \$778,352 for the Expense Budget increase for Fiscal Year 2021-22
- There is no impact to the General Fund for approval of this item

| <b>Golf Enterprise Fund - AGC Budget</b> | <b>Adopted FY 21-22 Budget</b> | <b>Increased Adjustments</b> | <b>Revised FY 21-22 Budget</b> |
|------------------------------------------|--------------------------------|------------------------------|--------------------------------|
| Revenues                                 | 4,802,550                      | 1,197,450                    | 6,000,000                      |
| Expenditures                             | 3,721,648                      | 778,352                      | 4,500,000                      |
| <b>Net Surplus</b>                       | <b>1,080,902</b>               | <b>419,098</b>               | <b>1,500,000</b>               |

# QUESTIONS?