

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



AMENDED AGENDA
C.1 Closed Session – Added

AGENDA

OXNARD CITY COUNCIL

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

OXNARD FINANCING AUTHORITY

OXNARD HOUSING AUTHORITY

Meeting Location: Council Chambers, 305 West Third Street

April 4, 2023

Closed Session - 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: 815 3091 2963**
- 3. Passcode: 514608**

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer 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. **Press *6 when asked to unmute.** Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 2449, MEMBERS OF THE LEGISLATIVE BODY MAY MEET IN-PERSON OR REMOTELY. TO PARTICIPATE REMOTELY VISIT WWW.OXNARD.ORG.

To find out how you may provide public comment, please refer to the instructions below or at www.https://www.oxnard.org/city-meetings/.

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

- 1. 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 remotely by no later than 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/citymeetings.

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 include: (Minutes for Presentation + Council Discussion + Public Comment)

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- b. Submit an email to 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 legislative body 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 presiding officer 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.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at www.oxnard.org/city-meetings.

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

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

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council. Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION (5:30 PM)

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

Based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.

Legislative Body: City Council

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

1. City Clerk Department

SUBJECT: Declare Results of the Canvass of Returns of the March 7, 2023 Special Municipal Election and Administer the Oath of Office.

RECOMMENDATION: That the City Council:

1. Adopt a resolution declaring the results of the canvass of returns of the March 7, 2023 Special Municipal Election for District 6 in the City of Oxnard; and

2. Authorize the City Clerk to administer the oath of office to the newly elected Council member, Arthur Valenzuela Jr., followed by remarks from the Council members.

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Month of April 2023 as "Sexual Assault and Child Abuse Awareness Month."
2. SUBJECT: Presentation of a Proclamation Designating the Week of April 23 - 29, 2023 as "Library Week".

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.

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.

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 January 24, 2023 special meeting as presented.

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Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

2. Public Works Department

SUBJECT: Sixth Amendment to Agreement 8231-18-PW to m6 Consulting Inc. for On-Call Professional Engineering Services.

RECOMMENDATION: That the City Council approve and authorize the execution of a Sixth Amendment to Agreement 8231-18-PW with m6 Consulting Inc. in the amount of \$250,000 for a new not to exceed contract amount of \$900,000 for On-Call Professional Engineering Services.

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department

SUBJECT: Trade Service Agreement 32300293 with Executive Facilities Services, Inc. for Custodial Services at Various City Locations.

RECOMMENDATION: That the City Council approve and authorize the:

1. Mayor to execute an Agreement with Executive Facilities Services, Inc., for a term of one year with the option to extend for two consecutive periods of one year each for a maximum possible contract term of three (3) years, and for a total contract not-to-exceed amount of \$700,000 to provide custodial services for the Water Campus, Blending Stations 3, 4 and 5, Wastewater Treatment Plant, Advanced Water Purification Facility (AWPF) and Del Norte Regional Recycling and Transfer Station (Del Norte); and

2. Purchasing Agent to execute amendments to extend the term of this Agreement up to a total maximum term of three (3) years.

(Public Works and Transportation Committee approved 2-0.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

4. Police Department

SUBJECT: Police Department Military Equipment Acquisitions.

RECOMMENDATION: That the City Council approve the Police Department's purchase and use of the below-listed equipment defined by California Government Code 7070(c)(5) through 7070(c)(10) as "military equipment":

- DUI enforcement command trailer
- Traffic collision investigation response van
- Unmanned aerial vehicle response van
- Three (3) Patrol Sergeant command vehicles
- Three (3) precision rifles
- Chemical agents

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

L. REPORTS1. Housing Department

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SUBJECT: Commitment to the 2016 Downtown Vision Plan and 2019 Downtown Code. (20 minutes)

RECOMMENDATION: That the City Council review and reaffirm their Commitment to 2016 Downtown Vision Plan and 2019 Downtown Code.

(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/SOxW5XVfc0A>

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

2. Public Works Department

SUBJECT: Water Rates Update Report. (10 Minutes)

RECOMMENDATION: That the City Council receive and file the Water Rates Update Report.

(This item is scheduled for the Public Works and Transportation Committee (PWTC) on March 28, 2023. Since this item is a receive and file item at the PWTC and the City Council, the Committee outcome is not impactful to the drafting of this City Council staff report.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/OCevHxI37YY>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

3. City Manager Department

SUBJECT: Consideration of Residents' Proposal to Rename Oxnard Beach Park to the Chumash Name **'olol'koy beach park**. (15 minutes)

RECOMMENDATION: That the City Council approves the Community Services, Public Safety, Housing & Economic Development Committee's recommendation to rename Oxnard Beach Park to the **'olol'koy beach park**.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/yNg-bfL2j_o

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

M. ADJOURNMENT



CITY COUNCIL AGENDA REPORT

OPENING CEREMONIES (6:00 PM) AGENDA ITEM NO. D.1

DATE: April 4, 2023

TO: City Council

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

SUBJECT: Declare Results of the Canvass of Returns of the March 7, 2023 Special Municipal Election and Administer the Oath of Office.

RECOMMENDATION

That the City Council:

1. Adopt a resolution declaring the results of the canvass of returns of the March 7, 2023 Special Municipal Election for District 6 in the City of Oxnard; and
2. Authorize the City Clerk to administer the oath of office to the newly elected Council member, Arthur Valenzuela Jr., followed by remarks from the Council members.

BACKGROUND

The City Council adopted the following resolutions in preparation for the March 7, 2023 special election:

- Resolution No. 15,639 (October 18, 2022) – calling and giving notice of the Municipal Special Election of City Council District 6; and
- Resolution No.15,640 (October 18, 2022) – requesting the Ventura County Board of Supervisors authorize the Ventura County Elections Divisions to render specified services to conduct a special election on March 7, 2023.

The final official canvass shows that Arthur Valenzuela Jr. was the successful candidate for Council District 6.

The County Clerk certified the election on March 22, 2023 and the Board of Supervisors is anticipated to approve the results at its March 28, 2023 meeting.

The Certificate of Election Results is attached to the proposed resolution.

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

Adoption of the resolution carries no fiscal impact. The final costs for the Special Election have not yet been fully calculated. On October 20, 2022, the County Clerk Recorder Registrar of Voters estimated that the cost of the election would be \$140,000 plus legal publication costs.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Jason Zaragoza, Deputy City Attorney, Kenneth Rozell, Chief Assistant City Attorney, Rose Chaparro, City Clerk

ATTACHMENTS

1. Resolution Certifying March 7 Special Municipal Election
2. EXHIBIT A_ CERTIFICATE OF THE COUNTY CLERK

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
DECLARING THE RESULTS OF THE CANVASS OF THE SPECIAL
ELECTION RETURNS FROM THE SPECIAL MUNICIPAL ELECTION
HELD ON MARCH 7, 2023

WHEREAS, the City Council of the City of Oxnard called for a Special Municipal Election to be held in the City of Oxnard on March 7, 2023 to elect a Councilmember for Council District 6 with a term ending in November 2024; and

WHEREAS, notice of the Special Municipal Election was duly given in the time, form, and manner provided by law, and the Special Municipal Election was held on the above date, and the votes cast were canvassed and the returns thereof made at the time and in the manner and form provided by law; and

WHEREAS, on this 4th day of April, 2023, the City Council duly assembled at its usual place of meeting and received the certification of the election from the County Clerk.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve:

1. That a Special Municipal Election was held on March 7, 2023, and that the Vote By Mail and in-person ballots cast were duly canvassed in the form and in the manner required by law.

2. That this City Council has reviewed the canvass of the returns of the election and from the returns it appears, and this City Council finds, that the whole number of votes cast in the City of Oxnard in the election, the names of the persons voted for and for what office each person was voted for, and the number of votes cast for each person, are as shown on Exhibit "A", attached hereto and incorporated herein by this reference.

3. That Arthur Valenzuela, Jr. received the highest number of votes for the office of Councilmember for Council District 6 and is hereby declared to be elected.

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PASSED AND ADOPTED this 4th day of April, 2023, 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

CERTIFICATE OF THE COUNTY CLERK
(Elections Code Sections 15372 and 10264)

CITY OF OXNARD, DISTRICT 6 (SHORT TERM)
SPECIAL MUNICIPAL VACANCY ELECTION
MARCH 7, 2023

State of California }
County of Ventura } SS.

I, **MICHELLE ASCENCION**, Clerk-Recorder & Registrar of Voters of the County of Ventura, State of California, do hereby certify that the attached is a true and correct Canvass of the Votes Cast for all the candidates for the one office of Member of the City Council, District 6 (Short Term) for the City of Oxnard Special Municipal Vacancy Election held on March 7, 2023.

I further certify that the total ballots cast at the City of Oxnard, District 6 (Short Term) Special Municipal Vacancy Election are as follows:

<u>VOTE CENTER BALLOTS CAST</u>	<u>VOTE BY MAIL BALLOTS CAST</u>	<u>TOTAL BALLOTS CAST</u>
63	1,406	1,530

I further certify that the total votes cast for the one office of Member of the City Council, District 6 are as follows:

<u>MEMBER OF THE CITY COUNCIL</u>	<u>VOTE CENTER VOTE</u>	<u>VOTE BY MAIL VOTE</u>	<u>TOTAL VOTE</u>
FRANCINE CASTANON	7	293	300
MICHAELA PEREZ	25	526	551
ARTHUR VALENZUELA, JR	31	587	618

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal
this 22nd day of March 2023.


MICHELLE ASCENCION
Clerk-Recorder & Registrar of Voters
County of Ventura



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

DATE: April 4, 2023
TO: City Council
FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org
SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the January 24, 2023 special 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 01 24 2023 CC Special Meeting

MINUTES
OXNARD CITY COUNCIL
Special Council Meeting
January 24, 2023

A. **ROLL CALL, POSTING OF AGENDA**

At 6:00 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council, (concurrently with the Community Development Commission Successor Agency), 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 Gabriela Basua, Bert E. Perello, Gabriel (Gabe) Teran, Mayor Pro Tem Bryan A. MacDonald, and Mayor John C. Zaragoza were present.

Councilmember Oscar Madrigal participated via videoconference.

Staff members present in person were Alexander Nguyen, City Manager; Shiri Klima, Deputy City Manager; Stephen M. Fischer, City Attorney; Jason Benites, Police Chief; Alexander Hamilton, Fire Chief; Michael Wolfe, Public Works Director; Steve Howlett, Assistant Public Works Director; Joseph Marcinko, Assistant Public Works Director; Kevin Thompson, Parks Manager; Dee Lai, Assistant City Clerk and Rose Chaparro, City Clerk.

Staff member Scott Brewer, Emergency Services Manager participated via videoconference.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

B. **PUBLIC COMMENTS ONLY ON ITEMS ON THE AGENDA** (None received.)

C. **REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY**

1. **City Manager Department**

SUBJECT: Ratification of Severe Storms Emergency Proclamation.

RECOMMENDATION: That the City Council adopt **Resolution No. 15,663** ratifying the Proclamation of the Director of Emergency Services of the City of Oxnard Proclaiming the Existence of a Local Emergency.

Stephen M. Fischer, City Attorney presented the item. Jason Benites, Police Chief; Alexander Hamilton, Fire Chief; and Michael Wolfe, Public Works Director answered questions. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Councilmember Basua, seconded by Councilmember Perello, to approve the

recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, and Zaragoza voted in favor; motion passed 6-0.

D. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 6:13 p.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Mayor



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

DATE: April 4, 2023
TO: City Council
FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
SUBJECT: Sixth Amendment to Agreement 8231-18-PW to m6 Consulting Inc. for On-Call Professional Engineering Services.

RECOMMENDATION

That the City Council approve and authorize the execution of a Sixth Amendment to Agreement 8231-18-PW with m6 Consulting Inc. in the amount of \$250,000 for a new not to exceed contract amount of \$900,000 for On-Call Professional Engineering Services.

BACKGROUND

The City requires on-call professional services through consultants for specialized services in order to complete various projects including Professional Engineering Services. Due to the specialized work and the significant amount of active construction projects now and anticipated in the near-future, Public Works does not have the resources to dedicate solely to these services internally and therefore utilizes these outside service agreements on Capital Improvement Program (CIP) projects and related tasks. Also, the recent departure of the City Engineer has necessitated assistance with general management of CIP projects.

The Professional Services under this On-Call Agreement is composed of task orders for each individual project or assignment. The scope of services shall include professional engineering services consisting of the services listed in the Scope of Services Exhibit attached hereto.

DISCUSSION

Professional services under this agreement will be composed of task orders for individual projects assigned by the City and under the supervision of a Project Manager or Public Works Director. The task order proposal will typically identify a concise description of the scope of work to be performed by the consultant and a schedule for completion of the work. It is the consultant's responsibility to determine the best and most cost-effective method to complete the work so that the assigned task order can be completed to the satisfaction of the City.

M6 Consulting Inc. (m6) has provided various services for the City after Agreement A-8231 was approved by City Council in July 2018. The Agreement with m6 was originally in the amount not to exceed \$175,000 and has since been amended five times to extend the term and add additional funds. A first amendment was approved in March 2019 extending the Agreement to April 1, 2020. A second amendment was approved in May 2019 for a new not to exceed amount of \$200,000. A third amendment was approved in June 2019 extending the Agreement to February 28, 2021, with a not to exceed amount of \$450,000. A fourth amendment was approved in February 2021 extending the agreement to February 28, 2022, with a new not to exceed amount of \$650,000. A fifth amendment was approved in February 2022 extending the Agreement to December 31, 2023.

Having a consultant that is well-versed in the City's procedures, procurement requirements, and operational needs helps manage CIP projects effectively and efficiently. As such, continuing to work with m6 provides the City with that benefit

as it avoids the time and cost to train a new consultant. Staff recommends adding additional funds in the amount of \$250,000 in order to continue providing the much-needed services through December 31, 2024, and increase the not-to-exceed Agreement amount to \$900,000.

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 total cost for this Amendment with m6 shall not exceed \$250,000 with a new not to exceed total of \$900,000 for professional engineering services. Funding will be charged to a given project or funding source dependent upon the services performed by task orders. The respective Department/Project Manager will ensure sufficient funding is available in the City Council-approved operating budget or CIP project budget for related tasks prior to initiating task order or services performed.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Nikolas Boa, Supervising Civil Engineer

ATTACHMENTS

1. 8231-18-PW 6th Amendment
2. 8231-18-PW M6 Original and 1st-5th Amendments

SIXTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Sixth Amendment (“Sixth Amendment”) to the professional services agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2023, by and between the City of Oxnard, a municipal corporation (“City”), and M6 Consulting, Inc. (“Consultant”). This Sixth Amendment amends the Agreement entered into on July 10, 2018, by City and Consultant. The Agreement previously has been amended on March 18, 2019, by a First Amendment, on May 28, 2019, by a Second Amendment, and on June 4, 2019, by a Third Amendment, on May 28, 2019, by a Fourth Amendment, and on February 16, 2021, by a Fifth Amendment.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date “December 31, 2023” is hereby deleted and replaced with the date, “December 31, 2024”.
2. In Section 14a of the Agreement, the not to exceed amount of “650,000” is hereby deleted and replaced with “900,000”.

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

M6 CONSULTING, INC.

☐ John C. Zaragoza, Mayor¹ Date
☐ Jennifer Yates, Purchasing Agent²

Robert P. Woodward, CEO Date

Masoud Mahmoud, CFO³ Date

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must execute any agreement over \$200,000.

² The Purchasing Agent may execute any authorized agreement up to \$200,000.

³ The City requires the following for any contract:

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into in the County of Ventura, State of California, this 10th day of July, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and M6 Consulting Inc. ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services including reviewing drafts of the Groundwater Sustainability Plan (the "GSP") provided by the Fox Canyon Groundwater Management Agency (the "GMA"), attending various GMA meetings regarding the GSP, and otherwise providing non-engineering consulting services regarding the GSP as more particularly set forth in various task orders issued in writing by the Manager as well as general grant writing and related services (the "Services"). In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

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. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.



5. Coordination of Services

The Services shall be coordinated with Thien Ng, Assistant Public Works Director ("Manager"), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to 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.

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedule provided in each task order. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Masoud Mahmoud, CFO, as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on the date first listed above and expire on April 1, 2019.

13. Termination

a. This Agreement may be terminated by City with or without cause and at no cost to the City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant with or without cause and at no cost to the Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$175,000 for the Services at rates provided in Exhibit A attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under 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.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants 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, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. 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.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. 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 appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("documents and materials") shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Hold Harmless, Indemnity and Defense

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless the Indemnified Party from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all Claims. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

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

c. For services under both 21a and 21b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in Exhibit INS-A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-A.

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's 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, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. 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 18704 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.

26. Assignability of Agreement

Consultant agrees that 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. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's

employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that 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 not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

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 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. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to M6 Consulting Inc., 4165 E. Thousand Oaks Blvd., Suite 355, Westlake Village, CA 91362, Attention: Masoud Mahmoud, CFO.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works Administration, 305 W. Third Street—Third Floor, Oxnard, California 93030, Attention: Thien Ng, Assistant Public Works Director.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be

effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant 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.

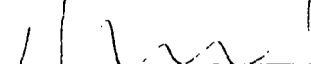
IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

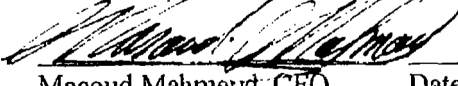


Alexander Nguyen
City Manager
7/11/2018
Date

M6 CONSULTING INC.

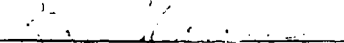


Robert Woodward, CEO
6/19/2018
Date



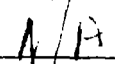
Masoud Mahmoud, CFO
06/19/2018
Date

APPROVED AS TO FORM:



Stephen M. Fischer,
City Attorney
Date

APPROVED AS TO CONTENT:

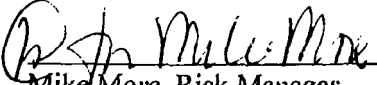


Thieh Ng,
Assistant Public Works Director
Date



Rosemarie Gaglione,
Public Works Director
Date

APPROVED AS TO INSURANCE:



Mike More, Risk Manager
7/6/18
Date

EXHIBIT A

COMPENSATION RATES

Hourly Public Works/Land Services:

Project Manager.....	\$165.00
Project Director.....	\$195.00
Project Engineer.....	\$150.00
Project Designer.....	\$100.00
CAD Drafter.....	\$110.00
Hydrology/Hydraulic Engineer.....	\$165.00
Structural Engineer.....	\$165.00
Construction Manager.....	\$150.00
Inspector.....	\$115.00
Map Review/City Surveyor.....	\$185.00
1 Man Survey Crew.....	\$205.00
2 man Survey Crew.....	\$250.00
Minimum Survey Trip Charge.....	\$750.00
Office Survey/Mapping.....	\$165.00
Soils/Geotechnical Engineer.....	\$175.00
Principal Engineer.....	\$225.00

Rates are increased by a factor of 1.5 times for overtime, and for holiday and weekend assignments. All rates are subject to a 2% increase annually on January 1st.

MISCELLANEOUS CHARGES: Hourly

Administration/Tech Aide.....	\$64.00
Direct Costs.....	Cost + 15%
Outside Reproduction.....	Cost + 15%
Materials & Expenses.....	Cost + 15%
Mileage (Portal to Portal).....	\$0.54/mile

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

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

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

2. Consultant 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-A. 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 commencement of services. 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. 8231-18-PW
P.O. Box 100085 - OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A 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. The insurer shall declare any deductibles or self-insured retentions to and be 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 Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A SPECIFY COMPANY NAMES IN THIS SPACECOMPANY
LETTER B**COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/\$500,000 & listed sub-consultant

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**CERTIFICATE HOLDER****CITY OF OXNARD****Attn: Insurance Compliance****Reference No. 8231-18-PW****P.O. Box 100085 - OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

**GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")**

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from) (to)

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone:

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY

☐ COMMERCIAL GENERAL LIABILITY

☐ COMPREHENSIVE GENERAL LIABILITY

☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made

Retroactive Date _____

☐ Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ GENERAL

☐ PRODUCTS/COMPLETED OPERATIONS

☐ PERSONAL & ADVERTISING INJURY

☐ FIRE DAMAGE

☐ _____

☐ _____

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

Name: _____

Address: _____

Telephone: (____) _____

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

1. **INSURED.** The City, its officers, agents, 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. 8231-18-PW

P.O. Box 100085 - OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: (____) _____ Date Signed: _____



Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single Source Purchase

Purchasing requires written justification from the requesting department within the department explaining why this is the only source for the requirement.

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.

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.

WRITTEN JUSTIFICATION

The below information is provided in support of my Department requesting approval for a sole/single source. *(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 Business Name: M 6 Consulting Inc.
2. Vendor contact information (email/phone#): Masoud@m6consultinginc.com
3. Vendor Identification Number: TBD
4. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide (if this is proprietary software, machinery, or hardware please provide a supporting letter from the manufacturer): Consultant has demonstrated their ability to perform and has the necessary expertise in applying for and obtaining grants with various other governmental agencies. See City of Goleta. \$19 million for a new train station.
5. What other products/services have been examined and rejected (State reason for rejection)? None.
6. If alternate products/services are available, would there be any additional costs to replace existing products/services? If yes, please estimate additional costs associated with the selection of an alternate product/service. As the grant application process is time sensitive, time is of the essence in obtaining this consultant's assistance for the application process.
7. Identify all costs for this requested purchase. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase exceeds the City Manager's authority (\$250,000), City Council approval must be obtained.

(Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)



Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single Source Purchase

Product/Service Description:	Fiscal Year:	Fiscal Year:	Fiscal Year:	Fiscal Year:
One-Time Costs (Describe):				
Ongoing Costs (Describe):	2019			
Annual Total Costs:	\$ 175,000			

8. Identify Funding Source(s) for all costs for this purchase, to include ongoing costs.

Funding Source	Fiscal year	Annual Amount
601-6010-842-928	2019	\$ 54,970
Various	2019	\$ 120,030
		\$

9. Period of Performance:

• From: July 2018 To: April 2019

10. List attachments. **Business Tax Certificate, Insurance, Scope, price list, proprietary confirmation from Manufacturer.**

OXNARD

Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single Source Purchase

Agreement

Amendment 1

Ebiz insurance ticket

Business License

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) I have gathered the required technical information and have made a concentrated effort to review comparable and/or equal equipment.
- 3) There is validity as to the information contained herein.
- 4) There is justification for a negotiated contract/sole/single source purchase noted above as it meets the City's criteria.
- 5) A negotiated contract/sole/single source purchase in this case would withstand an audit or a vendor's protest.

Department: Public Works

Requestor:

Please print

Authorized Department Director or designee: R. Gagliano

Please print/sign name

Date:

6-4-18

Below to be completed by Purchasing:

☒ Approved or ☐ Denied

Notes:

Budget: Beth Vo or Tanya Williams/

Date:

\$2,501 to \$5,000

Please sign

Purchasing Manager: Lisa Boerner/

Date: 7/6/18

Under \$25,000

Please Sign

ALEXANDER NGUYEN

City Manager:

Date:

\$25,001 to \$250,000

Please Sign

Mayor: Tim Flynn/

Date:

\$250,001 +

Please Sign

Date:

Tracking# 17-75

NTE \$175,000

Fy 18/19

OXNARD

Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single Source Purchase

Tracking #

Not to Exceed Amount:

FY:

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 18 day of March, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and M6 Consulting, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on July 10, 2018, by City and Consultant.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date "April 1, 2019," is hereby replaced with the date, "April 1, 2020."

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

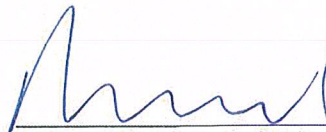
[Signatures on next page]

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

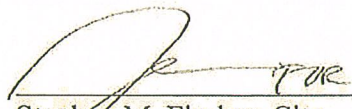
CITY OF OXNARD

 3.18.19
☐ Tim Flynn, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☒ Lisa Boerner, Purchasing Manager

M6 CONSULTING, INC.

 2/20/2019
Robert Woodward, CEO Date
 2/28/19
Masoud Mahmoud, CFO Date

APPROVED AS TO FORM:

 2/28/19
Stephen M. Fischer, City Attorney (always required) Date

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

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 28 day of May, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and M6 Consulting, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on July 10, 2018, and by a First Amendment on March 18, 2019, by City and Consultant.

City and Consultant agree as follows:

1. Section 1 of the Agreement (Scope of Services) is deleted in its entirety and replaced with the following:

"Consultant shall furnish City with professional consulting services including reviewing drafts of the Groundwater Sustainability Plan (the "GSP") provided by the Fox Canyon Groundwater Management Agency (the "GMA"), attending various GMA meetings regarding the GSP, non-engineering consulting services regarding the GSP, project/program management, capital project development and design management, project funding/financing (application, coordination, funding documentation and reimbursement requests), City engineering and extension of staff services, bid period services (bid package preparation, bidder communication, bid analysis and summary staff reports and recommendations.), interagency coordination and permitting, utility coordination, communication and permitting, grant writing and funding applications, public outreach and project presentations to City staff, Council and Commissions, floodplain management and FEMA coordination, disabled accessibility assessments for City buildings and facilities, program and ordinance development, policy and procedure development, staff training and any other professional services offered by Consultant. These services shall be provided through various task orders issued in writing by City management. In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control."

2. In Section 12 of the Agreement, the date "April 1, 2020," is hereby replaced with the date, "October 31, 2020."
3. In Section 14a. of the Agreement (Compensation), the not to exceed amount is hereby changed to "\$200,000," and "Exhibit A" is replaced by "Exhibit A-1."
4. Exhibit A (Compensation Rates) is deleted in its entirety and replaced by Exhibit A-1.

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

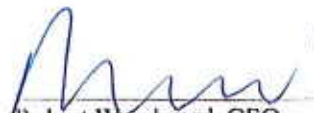
M6 CONSULTING, INC.



5/28/2019

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

Date



5/14/2019

Robert Woodward, CEO

Date

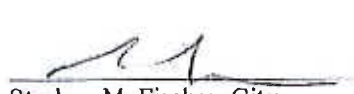


5/14/19

Masoud Mahmoud, CEO

Date

APPROVED AS TO FORM:



5/14/19

Stephen M. Fischer, City
Attorney (always required)

Date

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**EXHIBIT A-1
COMPENSATION RATES**

Hourly Public Works Services

Project Manager	\$165.00
Project Director	\$195.00
Project Engineer	\$150.00
Project Designer	\$120.00
CAD Drafter	\$110.00
Hydrology/Hydraulic Engineer	\$165.00
Structural Engineer	\$165.00
Construction Manager	\$150.00
Inspector	\$115.00
Map Review/City Surveyor	\$185.00
1 Man Survey Crew	\$205.00
2 Man Survey Crew	\$250.00
Minimum Survey Trip Charge	\$750.00
Office Survey/Mapping	\$165.00
Soils/Geotechnical Engineer	\$175.00
Principal Engineer	\$225.00

Rates are increased by a factor of 1.5 times for overtime, and for holiday or weekend assignments. All rates are subject to a 2% annual increase on January 1st of each year of the contract.

Miscellaneous Charges

Administration/Tech Aide	\$64.00
Direct Costs	cost +15%
Outside Reproduction	cost +15%
Materials and Expenses	cost +15%
Mileages (portal to portal)	\$.54/mile

THIRD 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 4th day of June, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and M6 Consulting, Inc. ("Consultant"). This Third Amendment amends the Agreement entered into on July 10, 2018, by a First Amendment on March 18, 2019, and by a Second Amendment on May 21, 2019, by City and Consultant.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date "October 31, 2020," is hereby deleted and replaced with the date, "February 28, 2021."
2. In Section 14a of the Agreement, the not to exceed amount of "\$200,000" is hereby deleted and replaced with "\$450,000."

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

M6 CONSULTING, INC.

 6/4/19
☒ Tim Flynn, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager

Robert Woodward, CEO Date

Masoud Mahmoud, CFO Date

ATTEST:

 6/4/19
Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

 5/23/19
Stephen M. Fischer, City Attorney (always required) Date

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

CITY OF OXNARD

M6 CONSULTING, INC.

Tim Flynn 6/4/19

☒ Tim Flynn, Mayor
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager

Date

Robert Woodward 5/24/2019

Robert Woodward, CEO

Date

Masoud Mahmoud 5/24/19

Masoud Mahmoud, CFO

Date

ATTEST:

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

Date

APPROVED AS TO FORM:

Stephen M. Fischer 5/23/19

Stephen M. Fischer, City
Attorney (always required)

Date

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FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Fourth Amendment ("Fourth Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 16 day of Feb., 2021, by and between the City of Oxnard, a municipal corporation ("City"), and M6 Consulting Inc. ("Consultant"). This Fourth Amendment amends the Agreement entered into on July 10, 2018, by City and Consultant. The Agreement previously has been amended on March 18, 2019, by Second Amendment, on May 28, 2019, and on June 4, 2019, by a Third Amendment.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date "February 28, 2021," is hereby deleted and replaced with the date, "February 28, 2022."
2. In Section 14a of the Agreement, the not to exceed amount of "\$450,000" is hereby deleted and replaced with "\$650,000."

3. The following shall be added to Section 14 of the Agreement:

"f. In accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Consultant shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director, and are available to any interested party upon request. The Consultant shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Consultant shall comply with all provisions of the Prevailing Wage Requirements, which is attached hereto as Exhibit B and incorporated herein by this reference."

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

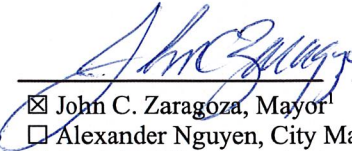
[Signatures on next page]



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

CITY OF OXNARD

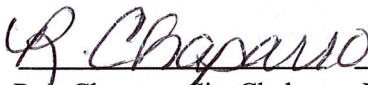
M6 CONSULTING, INC.

 2-16-2021
☒ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ [name], Buyer

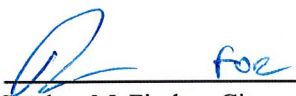
Robert Woodward, CEO² Date

Masoud Mahmoud, CFO Date

ATTEST:

 2/16/21
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

 for 1-18-21
Stephen M. Fischer, City Date
Attorney (always required)

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

² The City requires the following for any contract:

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

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

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

CITY OF OXNARD

M6 CONSULTING, INC.

John C. Zaragoza 2-16-2021
☒ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ [name], Buyer

Robert Woodward 1/19/2021
Robert Woodward, CEO² Date
Masoud Mahmoud 1/19/2021
Masoud Mahmoud, CFO Date

ATTEST:

R. Chaparro 2/16/21
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

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

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- 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 B

PREVAILING WAGE EXHIBIT

1. The Project defined in the Agreement between City and Contractor is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Contractor shall perform the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. They are also available at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. *See* Labor Code Section 1771.4(a)(2).
4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Contractor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days of the Agreement Ending Date listed in (6) of the Cover Page or the conclusion of the Project, whichever happens later, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor becomes debarred or suspended throughout the duration of the Agreement, Contractor shall immediately notify City.
8. Contractor is not qualified to bid on, be listed in a Bid, or engage in the performance of any contract for public work, as defined in LC Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to LC Section 1725.5. Contractor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the Agreement’s term. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Contractor acknowledges that 8 hours labor constitutes a legal day’s work. Contractor shall comply with and be bound by Labor Code Section 1810.
10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Contractor’s employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Contractor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Contractor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Contractor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees, agents, successors and assigns from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Contractor under this Section shall survive Agreement termination.

FIFTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Fifth Amendment ("Fifth Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ³ day of February, 2022 by and between the City of Oxnard, a municipal corporation ("City"), and M6 Consulting Inc. ("Consultant"). This Fifth Amendment amends the Agreement entered into on July 10, 2018, by City and Consultant. The Agreement previously has been amended on March 18, 2019, by a First Amendment, on May 28, 2019, by a Second Amendment, on June 4, 2019, by a Third Amendment, and on February 16, 2021, by a Fourth Amendment.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date "February 28, 2022," is hereby deleted and replaced with the date, "December 31, 2023."
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

Edwin R. Ramos Feb 3, 2022
Edwin R. Ramos (Feb 3, 2022 16:23 PST)
☐ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☒ Edwin R. Ramos, Buyer

M6 CONSULTING INC.

Robert P. Woodward 1/12/2022
Robert P. Woodward, CEO² Date
Masoud Mahmoud 1/12/22
Masoud Mahmoud, CFO Date

ATTEST:

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

APPROVED AS TO FORM:

Stephen M. Fischer 1-19-22
Stephen M. Fischer, City Attorney (always required) Date

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

² The City requires the following for any contract:

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

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

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

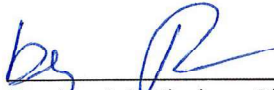
CITY OF OXNARD

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

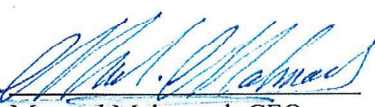
ATTEST:

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

APPROVED AS TO FORM:

 _____ 1-19-22
Stephen M. Fischer, City Date
Attorney (always required)

M6 CONSULTING INC.

 _____ 1/12/2022
Robert P. Woodward, CEO² Date
 _____ 1/12/22
Masoud Mahmoud, CFO Date

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- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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



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

DATE: April 4, 2023
TO: City Council
FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
SUBJECT: Trade Service Agreement 32300293 with Executive Facilities Services, Inc. for Custodial Services at Various City Locations.

RECOMMENDATION

That the City Council approve and authorize the:

1. Mayor to execute an Agreement with Executive Facilities Services, Inc., for a term of one year with the option to extend for two consecutive periods of one year each for a maximum possible contract term of three (3) years, and for a total contract not-to-exceed amount of \$700,000 to provide custodial services for the Water Campus, Blending Stations 3, 4 and 5, Wastewater Treatment Plant, Advanced Water Purification Facility (AWPF) and Del Norte Regional Recycling and Transfer Station (Del Norte); and
2. Purchasing Agent to execute amendments to extend the term of this Agreement up to a total maximum term of three (3) years.

(Public Works and Transportation Committee approved 2-0.)

BACKGROUND

Currently, there are seven enterprise funded facilities, at a total of 66,600 square feet, that have been serviced by contract custodial staff over the past 18 years by companies following competitive solicitations. Typically, the City enters into custodial agreements for 2-3 years at a time to ensure the most competitive rates for the size of the agency.

Due to the approved staffing levels for the Facilities Division, custodial services have been contracted for these facilities. Services include rubbish disposal, anti-bacterial agents, vacuuming, drain clearing, floor waxing, dusting, window cleaning, polishing and thorough break and restroom sanitation. In addition, the vendor provides all cleaning supplies and provisions.

DISCUSSION

On December 28, 2022, the City issued a formal Request for Bid (RFB) PW 23-71 for custodial cleaning services at the following utility facilities: Water Campus, Blending Stations 3, 4, and 5, Oxnard Wastewater Treatment Plant (OWTP), Advanced Water Purification Facility (AWPF) and Del Norte Regional Recycling and Transfer Station (Del Norte). A mandatory walk-through of all facilities was conducted on January 4, 2023 and the RFB closed on January 19, 2023.

The City received two bids that were both reviewed by the Purchasing Manager and Public Works Management Analyst. As a result of the RFB, the City determined Executive Facilities Services, Inc. to be the lowest responsive bidder pursuant to the process outlined in the Oxnard Municipal Code. The RFB includes the site-specific custodial service requirements to ensure each individual location has the required level of service. Staff has confirmed that Executive Facilities Services, Inc. meets all required City contractual provisions including possession of a City business tax certificate, insurance

certificates and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes that the vendor is capable of satisfactorily completing the project. Therefore, staff recommends that the City Council award this Agreement to Executive Facilities Services, Inc.

The Agreement is for an initial one-year term. It also allows the option to extend up to two one-year terms for a total duration not to exceed three years, upon the written agreement of both parties. By having annual options to extend the term it allows the City and the vendor to revisit services being rendered and impacts to inflation costs to ensure that both parties can continue to meet the requirements of the contract.

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 total cost for this Agreement with Executive Facilities Services, Inc. shall not exceed \$700,000 through April 14, 2026, if extended. Services are provided to the Water, Wastewater, and Environmental Resources utility divisions and will commence April 15, 2023. Sufficient funds are available in each respective operating budget for Fiscal Year 2022-23. Funding for future years will be included in the proposed operating budgets for City Council's consideration.

No General Fund money will be used for this Agreement. The following table shows the estimated spending plan for each utility division. The contract allows for an annual inflation factor, as such there is an estimated 10% inflation increase starting in FY 2023-24.

Fund	Account	FY 22-23 3.5 months	FY 23-24 12 months	FY 24-25 12 months	FY 25-26 8.5 months	TOTAL
Water	6013600-53200	\$16,000	\$63,000	\$67,000	\$53,500	\$199,500
Wastewater	6113615-53200	\$18,000	\$69,000	\$75,000	\$61,000	\$223,000
AWPF	6013605-53200	\$8,500	\$33,000	\$36,000	\$29,000	\$106,500
Del Norte	6313630-53200	\$14,000	\$53,000	\$58,000	\$46,000	\$171,000
Total		\$55,000	\$218,000	\$236,000	\$177,500	\$700,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 2-0 on March 14, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director, Joseph Marcinko, Assistant Public Works Director

ATTACHMENTS

1. EFS Agreement 32300293

**TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND EXECUTIVE FACILITIES SERVICES, INC.**

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Executive Facilities Services, Inc. ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES. Custodial Services at Oxnard Utility Locations

2. PARTIES.

CITY OF Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

Executive Facilities Services, Inc. ("SERVICE PROVIDER"), a corporation of the State of California, located at 1227 Flynn Road Ste. 307 Camarillo, CA 93012

3. TERM OF AGREEMENT: From (Date): April 15, 2023 To (Date): April 14, 2024

3.1 Time is of the essence in this Agreement.

3.2 Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of three (3) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the SERVICE PROVIDER in accordance with Section 11 of this Agreement. SERVICE PROVIDER shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with section 20 of this Agreement.

3.3 The CITY shall have the option for (2) two consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Trade Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

3.4 All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT: \$700,000.

5. AGREEMENT EXHIBITS: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

CITY Designated Representative:	SERVICE PROVIDER Designated Representative:
Name: Michael Wolfe, P.E.	Name: RJ Storm-Larsen
Title: Public Works Director	Title: Director of Business Development
Phone: (805) 652-4517	Phone: 805-705-4195
Email: michaelwolfe@oxnard.org	Email: rjstorm-larsen@execservices.biz
Mailing Address (if differs from above): 305 West Third Street Oxnard, CA 93030	Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.4 SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may

only be modified by written Amendment pursuant to Section 12 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount that is listed in "Exhibit B." Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

10.1 Payment Request. SERVICE PROVIDER 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. Invoices may be emailed to: pwinvoices@oxnard.org.

10.2 Non-Appropriation of Funds. Payments to be made to SERVICE PROVIDER 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.

10.3 SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

10.4 SERVICE PROVIDER 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 SERVICE PROVIDER or materials or products provided to CITY by SERVICE PROVIDER, SERVICE PROVIDER shall pay the sales tax. CITY shall not reimburse SERVICE PROVIDER for sales taxes paid by SERVICE PROVIDER.

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 3.2 and 3.3, this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 31 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER 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 SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER 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 SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER 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. SERVICE PROVIDER and its employees are not employees of City. SERVICE PROVIDER 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. SERVICE PROVIDER 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.

15. LAWFUL PERFORMANCE.

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

17. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain

“trade secrets” (see Government Code Section 6254.7(d)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

17.6. Disclosure of Information. SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY’s Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

17.7. No Warranty. 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 SERVICE PROVIDER in reliance on any Confidential Information disclosed under this Agreement.

18. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER’s services pursuant to this Agreement shall be provided by the SERVICE PROVIDER’s Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER’s performance of this Agreement without the prior written approval of CITY, by and through the CITY’s Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement.

20. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

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

23.2 The duty to defend is a separate and distinct obligation from SERVICE PROVIDER's duty to indemnify. SERVICE PROVIDER shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the CITY Attorney, immediately upon tender to SERVICE PROVIDER of the claim in any form or at any stage of an action or proceeding, whether or not liability is established.

An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve SERVICE PROVIDER from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if SERVICE PROVIDER asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, SERVICE PROVIDER may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

23.3 The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER 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. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER'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 SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to

maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

27. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices

Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

28. [RESERVED] -

29. [RESERVED] -

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by SERVICE PROVIDER in preparing its billings to CITY as a condition precedent to any payment to SERVICE PROVIDER; or for other purposes relating to the Agreement. SERVICE PROVIDER 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 SERVICE PROVIDER for a period of 3 years

after final payment under the Agreement. Regardless of whether a State audit is permitted, SERVICE PROVIDER shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by CITY, whichever occurs later. SERVICE PROVIDER shall maintain all such records in CITY or to promptly reimburse CITY for all reasonable costs incurred in conducting the audit at a location other than in CITY, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. SERVICE PROVIDER shall include a copy of this Section in all contracts with its subcontractors, and SERVICE PROVIDER 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.

33. ADVERTISING AND PUBLICITY

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

34. NONDISCRIMINATORY EMPLOYMENT.

SERVICE PROVIDER 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. SERVICE PROVIDER understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, SERVICE PROVIDER shall be responsible for such subcontractor's compliance with this Section.

35. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such

exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

**EXECUTIVE FACILITIES SERVICES,
INC.**

☒ John C. Zaragoza, Mayor¹ Date
☐ Jennifer Yates, ²
Purchasing Manager

James F. Ferraro, CEO Date

Debra A. Ferraro, Secretary³ Date

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must execute any agreement over \$200,000.

² The Purchasing Agent may execute any authorized agreement up to \$200,000.

³ 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 A

TRADE SERVICE AGREEMENT (CITY of Oxnard and Executive Facilities Services, Inc.)

SCOPE OF SERVICES

SUPPLIES AND EQUIPMENT

The Vendor shall furnish and provide all necessary cleaning supplies and equipment as may be required to perform the services under this Contract. All such supplies and materials shall be of the highest quality. All cleaning supplies, including but not limited to cleaning equipment, supplies, dispensers, application bottles and related are to be provided by the Vendor. All expendable items including but not limited to paper products (i.e. toilet paper, toilet seat liners, paper towels, etc.), trash container supplies (including liners), hand soaps, room deodorant, urinal deodorant, disinfectant, enzymes, air fresheners, hand sanitizers, necessary dispensers, batteries, and other related items are to be provided by the Vendor. Vendor shall only provide and utilize cleaning products that are certified “green” and bare the label from a nationally recognized eco-labeling program, such as Green Seal or EPA's Safer Choice. Vendor shall provide a list of cleaning products used along with Material Safety Data Sheets.

Vendor shall annually inspect storage closets and identify out-of-date or unusable cleaning supplies, polishes, floor waxes, and other hazardous waste. Vendor shall dispose of these items appropriately and shall NOT dispose of them in the trash, sinks, or toilets.

Vendor shall provide and utilize only certified HEPA vacuum cleaners designed for commercial use. Vacuums shall not have had any alterations and be kept in good working order at all times.

All equipment used in the cleaning of restrooms shall be clearly marked and shall only be used for cleaning restrooms.

All mop heads shall be replaced every 3 months.

All vehicles used in the fulfillment of this contract shall be clearly marked with the Vendor’s company name and comply with insurance requirements. Vehicle assignments shall be included in the monthly staff assignment sheet to be submitted with the monthly invoice, and is a condition of payment. Vehicle insurance renewal documentation shall be submitted annually.

INSPECTION AND ACCEPTANCE

The City's Project Manager and/or their designated representative shall conduct inspections of the building work areas covered under this Contract.

Vendors Contract Manager shall conduct a minimum of one (1) random inspection monthly. That inspection shall include all buildings in a given location.

The City and Vendor shall mutually agree on the documentation format for reporting, inspections, contract compliance, special work, and periodic cleanings.

The Vendor shall complete said documentation and submit them as required by the terms of the contract.

If upon inspection, the service, materials and/or equipment is found to be defective or deficient in any of the requirements of this Contract, the Vendor shall remedy said service/product/equipment to the City's satisfaction at Vendor's expense. No compensation shall be allowed for material, labor, or transportation required to correct such deficiencies.

All listed service tasks in a given area must be completed for that area to be deemed in compliance with the provisions of this contract and approved for payment.

The Vendor shall have four (4) hours from time of notification to correct any specific instances of unsatisfactory performance. Notification shall be deemed given as soon as City representative leaves a message via phone or email notifying the Vendor of the deficiency. Vendor shall not receive additional compensation for time and effort to remedy for instances of unsatisfactory performance.

In the event that the unsatisfactory performance is not corrected within four (4) hours, the City shall have the immediate right to complete the work with City personnel or outside Vendors to its satisfaction and shall deduct the cost incurred from any balances due or to become due to the Vendor. An additional penalty deduction in the amount of one (1) days percentage of the monthly total for a given area will be assessed for each day's non-performance for recovering City costs to correct the deficiency.

Four (4) documented incidents of unsatisfactory performance for the same item may, at City's option, result in cancellation of the Contract.

CHANGES IN WORK TO BE PERFORMED OR PLACES OF PERFORMANCE

The City may amend the work to be performed, place of performance or both, by giving thirty (30) days written notice to the Vendor of the effective date of any such change. The City shall provide written authorization of such changes. In the event that the City amends the work to be performed, the matter of any increased compensation due to the Vendor shall be negotiated between the parties and will be based in part on similar bid situations in this Service Agreement, if such situations exist. Any reduction in compensation shall be by the specific bid amount currently in the Service Agreement for that site.

VENDOR'S PERFORMANCE

Vendor shall provide sufficient labor at all times to properly carry out the services to be performed under this contract and shall ensure that only competent and skilled workers are employed under this contract. Vendor shall ensure that **supervision is provided at all times** while work is being performed. If, in the judgment of the City, any Vendor's personnel are incompetent or disorderly, Vendor shall promptly remove such person from the work for the duration of the Contract.

Vendor shall not subcontract any part of this contract without the written consent of the City. Consent will not be given to any proposed delegation, which would relieve the Vendor or Vendor's surety of its responsibilities under the Contract.

The City shall designate spaces and routes for the storage of material, the ingress and egress of workers and equipment to the sites. All Materials and equipment shall be kept strictly within these limits.

SECURITY

It is critical that all property within City facilities remain secure during performance of the Contract. Vendor shall lock all doors after working within the building areas. All alarm systems shall be reset. Upon request the City shall provide training for enabling and disabling alarm systems. Contract Manager is responsible to ensure all Vendor employees are trained and understand the proper operation of City alarm systems.

When Vendors staff passes through a closed and/or locked interior door to access work areas they shall immediately close and/or lock the door when work is complete within that area. If the door will not lock or the alarm will not set, report issues to the emergency Facilities on call number.

Physical Keys, access cards or key fobs (KEYS) required to access work areas shall be obtained from the City's Project Manager. Receipt of keys shall be documented on the City's standard access request form and signed for by the Vendor or their authorized representative. Upon completion of the contract, all keys shall be returned to the City's Project Manager. If Vendor fails to return all keys issued, or loses keys, Vendor shall be liable for the total cost of labor and material to re-key all areas accessible with each non-returned key.

CONTRACT MANAGER

The person designated as Contract Manager by the Vendor shall be the liaison between the Vendor and the City's Project Manager. The duties of the Contract Manager include, but are not limited to: work schedules, employee records, reports and other correspondence to the City, key security/issuance/collection, response to complaints, employee behavior/discipline, product selection, materials inventory control, monthly performance/compliance inspections and other duties. The Contract Manager shall meet with the City representative as deemed necessary and scheduled between the City and Contract Manager.

The Vendor shall furnish the Contract Manager with an email and cell phone, so the City may contact them 24 hours per day. Vendor may provide an “on-call” phone number for use after normal working hours.

The Contract Manager is responsible for responding to complaints and shall do so in an expeditious manner. Failure to do so will result in penalty or possible contract termination as outlined in the Inspection and Acceptance section.

The Contract Manager shall possess at least three (3) years of satisfactory experience (within the last five (5) years) in the management of janitorial operations of the approximate size and scope of this Contract.

The Contract Manager shall be proficient in speaking, reading and writing English.

PRINCIPAL SUPERVISOR

The Vendor is to designate one employee on each shift as the Principal Supervisor for that shift with full responsibility for directing the janitorial crew working on their shift. Each Principal Supervisor is to be authorized to act on behalf of the Vendor in regards to quality of work, extra work and setups.

The Principal Supervisor shall be proficient in speaking, reading and writing English and be able to communicate fluently with all Vendors employees.

The Principal Supervisors shall provide full-time front line supervision to the entire janitorial crew. Vendor shall provide all necessary training, including, but not limited to, formal classroom training and on the job training to ensure competent, safe performance of all work. Principal Supervisors will make and log daily routine inspections to ensure the work is performed as required under the Contract.

Principal Supervisors shall possess at least two (2) years satisfactory experience (within the past five (5) years) in directing janitorial operations in a supervisory capacity of buildings the approximate size of the buildings to be cleaned under this Contract.

Principal Supervisor shall pass a security clearance (background check). Vendor shall not assign personnel to any Oxnard facility if they have a criminal background involving moral turpitude, dishonesty, or violence within three years or on active formal probation. Probation for DUI would not qualify for exclusion from employment. The vendor may request clarification from the City on a case by case determination on certain background check results.

Principal Supervisors employed under this contract shall not be employed under any other City of Oxnard contract held by other Vendors.

QUALIFICATIONS OF OTHER CONTRACT PERSONNEL

All Personnel performing work under this contract shall be employees of the Vendor who are fully qualified to perform the work assigned to them.

Vendor shall be fully staffed beginning the first day of work under the Contract. All staff shall be trained and experienced cleaning personnel who exhibit the capability of operating with minimum supervision.

All Vendors' personnel employed under this contract and who access City property shall be required to pass a security clearance (background check). Vendor shall coordinate background checks of their personnel. Vendor shall not assign personnel to any Oxnard facility if they have a criminal background involving moral turpitude, dishonesty, or violence within three years or on active formal probation. Probation for DUI would not qualify for exclusion from employment. The vendor may request clarification from the City on a case by case determination on certain background check results.

All Vendors' personnel shall wear readily recognizable uniforms and display a company issued photo identification card while on City property. Any non-compliance with terms of qualifications will be cause for removal of employee from City property and a possible breach of contract.

CONTRACT PERSONNEL TRAINING

At a minimum the Vendor shall provide and document the following trainings for all their personnel performing work under this contract; Cal/OSHA's Injury and Illness Prevention Program (IIPP) standard, Cal/OSHA's Hazard Communication standard, Emergency Action Plan standard, blood borne pathogen training, and monthly safety trainings.

Vendor shall provide on the job training for each new product or procedure to be used by their employees. Vendor and Vendor's personnel shall obtain initial training and then annual training thereafter on proper collection and disposition of trash and recyclables from all City facilities serviced by Vendor. Training shall be conducted by the City's Environmental Sustainability Staff. Training shall include but not be limited to the identification of recyclable items and the proper outside dumpster to be used.

STANDARDS OF CONDUCT

The Vendor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to their employees as may be necessary. The Vendor is also responsible for ensuring that their employees do not disturb computers, electronic equipment, papers on desks, open desk drawers or cabinets, or use City telephones, copy machines, fax machines, materials or supplies except as authorized by the City.

Vendor shall be responsible for any damage created by their employees to City property and/or City employees' personal property. Vendor shall take a time stamped photo of any damage. Photos with a brief explanation shall be electronically sent to City Contract Supervisor prior to 7:00am the following morning. Vendor shall pay to the City, on demand, the cost of all repairs to or replacement of property made necessary by any of the operations of Vendor employees under this Contract.

Vendor shall ensure their employees present a neat appearance and conduct themselves in a courteous and professional manner.

All janitorial services operations shall be conducted as quietly as possible and shall conform to all current Federal, State, County and City regulations.

Only authorized Vendor employees are allowed within City buildings during the execution of this contract. Vendor's employees shall not be accompanied in their work area by acquaintances, family members or any other person unless such person is an authorized Vendor employee.

ABSENTEEISM

Vendor shall provide qualified relief personnel as necessary to ensure that each assignment is performed daily per Contract specifications regardless of employee absenteeism.

If staff is changed for any period longer than three (3) days, Vendor shall notify the City's Project Manager in writing. Changes shall be indicated on the staffing assignment sheet submitted with the monthly invoice. Vendor shall not assign a new employee to this contract until completion of the background check and required training.

Relief personnel shall be fully qualified for the position they are fulfilling.

RECORDS

The Vendor shall maintain full and accurate records with respect to all services and matters covered under this Contract. The City shall have free access at all reasonable times to such records, have the right to examine and audit records, to make transcripts there from and to inspect all program data, documents, proceedings, labor records, and activities.

The Vendor shall maintain a Safety Data Sheets (SDS) binder at each location. Binder shall include the SDS for each chemical used at the site.

The Vendor shall maintain a daily work log at each location. At a minimum, this log shall contain date, time, work complete and name of employee who performed the work. These logs shall be turned in during the monthly meeting.

Agreement No. 32300293

The Vendor shall maintain vandalism log. At a minimum this log shall contain date, time and nature of vandalism. This log may be an independent log or combined with the daily work log at the location. This log shall be turned in during the monthly meeting.

Vendor shall take a time stamped photo of all vandalism. Photos with a brief explanation shall be electronically sent to City Contract Supervisor each morning prior to 7:00am.

The Vendor shall provide a monthly written report to the City's Project Manager. The monthly report shall include a summary of staff assignment changes, all work performed, identification of all periodic cleanings completed, detailed explanation of any missed cleanings and a summary of all maintenance, vandalism, electrical, security and plumbing issues that arose during that month. This report shall be turned in during the monthly meeting.

The Vendor shall provide certified payroll and any absenteeism notifications with the monthly invoice. The monthly invoice will not be processed for payment without these reports.

Each July the Vendor shall provide documentation of all completed safety training for each employee working under this contract. At a minimum, these records shall include all Federal, State, Cal OSHA, and local training.

Invoicing

Separate invoices shall be provided for each operation location. Each invoice must include the following:

- Vendor shall email all invoices to pwinvoices@oxnard.org
- Days and dates of services
- Number of employees (names included) including employee title
- Employee rate per hour (upon request)
- Copies of daily work tickets for each site (upon request)

SPECIFIC DUTIES

There are seven (7) Public Works Department locations located at:

- Water Campus, 251 South Hayes Avenue, Oxnard, CA 93030
- Wastewater Treatment Plant, 6001 Perkins Road, Oxnard, CA 93033
- Advanced Water Purification Facility, 5700 Perkins Road, Oxnard, CA 93033
- Water - Blending Station No. 3, 1700 Solar Drive, Oxnard, CA 93036
- Water - Blending Station No. 4, 3637 North Rose Avenue, Oxnard, CA 93036

Agreement No. 32300293

- Water - Blending Station No. 5, 908 East Pleasant Valley Road, Oxnard, CA 93033
- Del Norte Regional Recycling and Transfer Station, 111 Del Norte Boulevard, Oxnard, CA 93030

WASTEWATER TREATMENT PLANT

**6001 Perkins Road
Oxnard, CA 93033**

Vendor shall provide services on a daily basis, beginning at 5:00 p.m., Monday through Thursday and on alternating working Fridays for the City. Vendor shall perform services at the following locations at the Wastewater Treatment Plant:

1. Administration Building (7,090 sq. ft.)
2. Collection Systems Building (2,400 sq. ft.)
3. Maintenance Building (2,165 sq. ft.)
4. Solids Processing Building (1,985 sq. ft.)
5. North Area Control Building (1,190 sq. ft.)
6. Plant Control Center Floor 1 (3,275 sq. ft.)
7. Plant Control Center Floor 2 (530 sq. ft.)
8. Digester Control Building (750 sq. ft.)
9. Carpeted Exercise Room (570 sq. ft.)
10. Cogeneration Control Room (1,130 sq. ft.)
11. Headworks Facility (5741 Perkins) (800 sq. ft.)

This includes all reception areas, restrooms, locker rooms, kitchenettes, and offices at all locations, as applicable.

Daily Services

1. Empty all waste baskets and replace liners from offices, cubicles, restrooms, kitchenettes, and break rooms – dispose of materials in correct outside building containers.
2. Empty all recycling bins (including paper shredders) from offices, cubicles, restrooms, kitchenettes, and break rooms – dispose of materials in correct outside building containers.
3. Vacuum all carpeted areas
4. Dust mop hard floors
5. Spot clean walls, light switches, doors, and door frames.
6. Restrooms:
 - a. Clean and sanitize all restrooms including spot cleaning tiled walls around washbasins, toilets and urinals.
 - b. Disinfect all door knobs, railings, flush levers, commodes and sinks, including undersides and tops of toilet seats.
 - c. Replace/refill toilet paper, toilet seat covers, hand towels, all soaps (liquid or powder) soaps, and hand sanitizer – make sure products are installed correctly in their dispensing unit.
 - d. Mop tile floors with disinfectant/germicidal solution.

Agreement No. 32300293

7. Break Rooms:
 - a. Clean and disinfect door handles, knobs, counters, table tops and sinks
 - b. Replace/refill paper towels, soap, and hand sanitizer as needed
 - c. Wipe down chairs, as necessary.
8. Conference Rooms:
 - a. Clean and disinfect door handles, knobs, counters, table tops and sinks
 - b. Replace/refill paper towels, soap, and hand sanitizer as needed
 - c. Wipe down chairs, as necessary.
9. Kitchenettes:
 - a. Clean and disinfect door handles, knobs, counters, table tops and sinks
 - b. Wipe down chairs, as necessary.
10. Lobbies:
 - a. Clean and disinfect door handles, knobs, counters, table tops and sinks
 - b. Wipe down chairs, as necessary.
11. Pour water down all floor drains for odor control.
12. Clean and polish all chrome fixtures and mirrors.
13. Secure all windows and doors prior to leaving.
14. Turn off lights.

Weekly Services

1. Mop hard surface floors
2. Dust and polish all flat surfaces, including desk tops, counter tops, file cabinets; windowsills, door jams, book shelves, etc.
3. Clean all furniture as needed
4. Clean and sanitize shower stalls
5. Treat all drains with bacterial enzymes (urinals, sinks, toilets and floor drains).
6. Clean and disinfect interior and exterior of all microwave and all toaster ovens and exterior of all refrigerators in kitchenettes and break rooms.
7. Empty all sand urns

Monthly Services

1. Replace urinal deodorizers
2. Clean and polish stainless steel restroom stalls

Semi Annual Services

1. Strip and wax all hard floor surfaces (wax/polish floors).
2. Dry clean or hot water extraction clean all carpet floor surfaces (carpet deep clean).
3. Deep clean restroom tile walls and floors

ADVANCED WATER PURIFICATION FACILITY
5700 Perkins Road
Oxnard, CA 93033

Vendor shall provide services on a daily basis, beginning at 5:00 p.m., Monday through Thursday and on alternating working Fridays for the City. Vendor shall perform services at the following locations at the Advanced Water Purification Facility (AWPF):

1. Administration Building including restrooms (10,848 sq. ft.).
 - a. 1st Floor (6,135 sq. ft.).
 - b. 2nd Floor (4,713 sq. ft.).
2. Conference Center, including restrooms and catering area (2,552 sq. ft.).
3. Downstairs Catering Area, Toilet and Shower (1,027 sq. ft.).

Daily Services

1. Empty all waste baskets and replace liners from offices, cubicles, restrooms, kitchenettes, and break rooms – dispose of materials in correct outside building containers.
2. Empty all recycling bins (including paper shredders) from offices, cubicles, restrooms, kitchenettes, and break rooms – dispose of materials in correct outside building containers.
3. Vacuum all carpeted areas
4. Dust mop hard floors
5. Clean and polish water fountains and sinks.
6. Spot clean walls, light switches, doors, and door frames.
7. Restrooms:
 - a. Clean and sanitize all restrooms including spot cleaning tiled walls around washbasins, toilets and urinals.
 - b. Disinfect all door knobs, railings, flush levers, commodes and sinks, including undersides and tops of toilet seats.
 - c. Replace/refill toilet paper, toilet seat covers, hand towels, all soaps (liquid or powder) soaps, and hand sanitizer – make sure products are installed correctly in their dispensing unit.
 - d. Mop tile floors with disinfectant/germicidal solution.
8. Break Rooms:
 - a. Clean and disinfect door handles, knobs, counters, table tops and sinks
 - b. Replace/refill paper towels, soap, and hand sanitizer as needed
 - c. Wipe down chairs, as necessary.
9. Conference Rooms:
 - a. Clean and disinfect door handles, knobs, counters, table tops and sinks
 - b. Replace/refill paper towels, soap, and hand sanitizer as needed
 - c. Wipe down chairs, as necessary.
 - d. Clean and disinfect interior and exterior of all microwave and all toaster ovens and exterior of all refrigerators in kitchenettes and break rooms.

e.

10. Kitchenettes:

- a. Clean and disinfect door handles, knobs, counters, table tops and sinks
- b. Wipe down chairs, as necessary.

11. Lobbies:

- a. Clean and disinfect door handles, knobs, counters, table tops and sinks
- b. Wipe down chairs, as necessary.

12. Elevator

- a. Clean and wipe down doors (inside and outside)
- b. Pick up loose debris

13. Pour water down all floor drains for odor control.

14. Clean and polish all chrome fixtures and mirrors.

15. Secure all windows and doors prior to leaving.

16. Clean entry glass doors, both sides, and any windows on inside conference room, offices and doors.

17. Turn off lights.

Weekly Services

1. Mop hard surface floors
2. Dust and polish all flat surfaces, including desk tops, counter tops, file cabinets; windowsills, door jams, book shelves, etc.
3. Clean all furniture as needed
4. Clean and sanitize shower stalls
5. Treat all drains with bacterial enzymes (urinals, sinks, toilets and floor drains).
6. Clean and disinfect interior and exterior of all microwave and all toaster ovens and exterior of all refrigerators in kitchenettes and break rooms.
7. Elevators
 1. Floors vacuumed/mopped
 2. Clean and polish metal fixtures including elevator panels
8. Empty all sand urns.

Monthly Services

1. Replace urinal deodorizers
2. Clean and polish stainless steel restroom stalls

Semi Annual Services

1. Strip and wax all hard floor surfaces (wax/polish floors).
2. Dry clean or hot water extraction clean all carpet floor surfaces (carpet deep clean).

3. Deep clean restroom tile walls and floors

WATER DIVISION ADMINISTRATION

251 South Hayes Avenue

Oxnard, CA 93030

The vendor shall provide services on a daily basis, beginning at 6:00 p.m. and completing before 7:00 a.m. on Mondays through Thursdays and on alternating working Fridays for the City. Vendor shall perform services at the following locations at the Water Division Facilities:

Water Campus Administration, 251 South Hayes Avenue, Oxnard, CA 93030

1. Multi-Purpose Training Facility (1,200 sq. ft.).
2. Two-Story Desalter Building (1,790 sq. ft.).
3. Water Administration Building (10,400 sq. ft.).
4. Metering Services Building (350 sq. ft.).
5. Distribution Breakrooms Building fka Wellness Building (350 sq. ft.).
6. South Distribution Administration Building (1,750 sq. ft.).

Blending Station No. 3, 1700 Solar Drive, Oxnard, CA 93036 (1,260 sq. ft.)

1. Laboratory (170 sq. ft.) with cork flooring and stainless steel sink.
2. Control Room (190 sq. ft.) with cork flooring and formica counters.
3. Bathroom (56 sq. ft.) with tile floor, one (1) toilet, tile/drywall walls.
4. Storage Room/Shower (84 sq. ft.) with tile floor.
5. Meeting/Break Room (368 sq. ft.) with cork flooring and formica counters.
6. Hallway (315 sq. ft.).

Blending Station No. 4, 3637 North Rose Avenue, Oxnard, CA 93036 (200 sq. ft.)

1. Bathroom (70 sq. ft.) with tile floor, one (1) toilet, tile/rough plaster walls.
2. Office (120 sq. ft.) with linoleum square tile floor and cinder block walls.

Blending Station No. 5, 908 East Pleasant Valley Road, Oxnard, CA 93033 (160 sq. ft.)

1. Bathroom (48 sq. ft.) with concrete floor, one (1) toilet, tile/drywall walls and storage cabinet.
2. Main Room (84 sq. ft.) with concrete floor, stainless countertops, stainless steel sink, cinder block walls.

This includes all reception areas, restrooms, kitchenettes, and offices at all locations, as applicable.

Hand sanitizer dispensers to be provided by Vendor at the following areas:

1. Water Campus distribution administration building one (1) restroom.
2. Water Campus distribution wellness center one (1) restroom.
3. Blending Station Four (4) one (1) restroom.

Daily Services – Water Campus

1. Empty all waste baskets and replace liners from offices, cubicles, restrooms, kitchenettes, and break rooms – dispose of materials in correct outside building containers.
2. Empty all recycling bins (including paper shredders) from offices, cubicles, restrooms, kitchenettes, and break rooms – dispose of materials in correct outside building containers.
3. Vacuum all carpeted areas
4. Dust mop hard floors
5. Clean and polish water fountains and sinks.
6. Spot clean walls, light switches, doors, and door frames.
7. Restrooms:
 - a. Clean and sanitize all restrooms including spot cleaning tiled walls around washbasins, toilets and urinals.
 - b. Disinfect all door knobs, railings, flush levers, commodes and sinks, including undersides and tops of toilet seats.
 - c. Replace/refill toilet paper, toilet seat covers, hand towels, all soaps (liquid or powder) soaps, and hand sanitizer – make sure products are installed correctly in their dispensing unit.
 - d. Mop tile floors with disinfectant/germicidal solution.
8. Break Rooms:
 - a. Clean and disinfect door handles, knobs, counters, table tops and sinks
 - b. Replace/refill paper towels, soap, and hand sanitizer as needed
 - c. Wipe down chairs, as necessary.
9. Conference Rooms:
 - a. Clean and disinfect door handles, knobs, counters, table tops and sinks
 - b. Replace/refill paper towels, soap, and hand sanitizer as needed
 - c. Wipe down chairs, as necessary.
10. Kitchenettes:
 - a. Clean and disinfect door handles, knobs, counters, table tops and sinks
 - b. Wipe down chairs, as necessary.
11. Lobbies:
 - a. Clean and disinfect door handles, knobs, counters, table tops and sinks
 - b. Wipe down chairs, as necessary.
12. Elevator
 - a. Clean and wipe down doors (inside and outside)
 - b. Pick up loose debris
13. Clean and polish all chrome fixtures and mirrors.
14. Use stainless steel cleaner on all metal surfaces.

15. Spot clean walls, light switches, doors, and door frames.
 16. Spot clean carpets and upholstered office furniture.
 17. Pour water down all floor drains for odor control.
 18. Remove hard water deposits on all sinks.
 19. Replenish all hand sanitizer dispensers and batteries as necessary in the following restrooms:
 - a. Administration building upstairs two (2) restrooms.
 - b. Administration building downstairs two (w) restrooms.
 - c. Desalter building front lobby two (2) restrooms.
 - d. Desalter building upstairs two (2) restrooms.
 - e. Water training facility two (2) restrooms.
 - f. Meter Shop two (2) restrooms.
 20. Secure all windows and doors prior to leaving.
 21. Clean entry glass doors, both sides, and any windows on inside conference room, offices and doors.
- Turn off lights. **Twice-Weekly Services – Blending Station Nos. 3, 4 and 5**

1. Remove all trash and recycled materials from offices, restrooms, kitchenettes and conference rooms. Trash and recycled materials need to be disposed off-site.
2. Wipe out inside of trash containers and replace all container liners, as necessary.
3. Clean and polish sinks (important to remove residual buildup due to constant running water).
4. Clean counters, table tops and sinks in conference rooms and kitchenettes.
5. Wipe down chairs in conference rooms and kitchenettes, as necessary.
6. Restrooms:
 - a. Clean and disinfect all restrooms, including spot cleaning mirrors and tiled walls around wash basins, toilets and showers.
 - b. Disinfect all commodes and sinks, including undersides and tops of toilet seats.
 - c. Mop tile floors with disinfectant/germicidal solution.
 - d. Replace/refill paper products (toilet seat covers, toilet tissue, hand towels) and soaps (liquid or powder) – ensure the product is installed correctly in the dispensing unit.
7. Mop/dust bare/concrete floors.
8. Pour water down all floor drains for odor control.
9. Remove hard water deposits on all sinks.
10. Replenish all hand sanitizer dispensers and batteries as necessary at Blending Station Control Rooms three (3) and five (5).

Weekly Services - Water Campus and Blending Station No. 3

1. Mop hard surface floors
2. Dust and polish all flat surfaces, including desk tops, counter tops, file cabinets; windowsills, door jams, book shelves, etc.
3. Clean and polish all metal fixtures such as elevator panels and stairwell railings.
4. Clean all furniture as needed
5. Clean shower stalls
6. Treat all drains with bacterial enzymes (urinals, sinks, toilets and floor drains).

7. Clean and disinfect interior and exterior of all microwave and all toaster ovens and exterior of all refrigerators in kitchenettes and break rooms.
8. Elevators
 1. Floors vacuumed/mopped
 2. Clean and polish metal fixtures including elevator panels

Monthly Services - Water Campus and Blending Station Nos. 3, 4, & 5

1. Replace urinal deodorizers
2. Clean and polish stainless steel restroom stalls

Semi Annual Services - Water Campus and Blending Station No. 3

1. Strip and wax all hard floor surfaces (wax/polish floors).
2. Dry clean or hot water extraction clean all carpet floor surfaces (carpet deep clean).
3. Deep clean restroom tile walls and floors

DEL NORTE REGIONAL RECYCLING AND TRANSFER STATION

**111 South Del Norte Boulevard
Oxnard, CA 93030**

Vendor shall provide services on a daily basis, beginning at 5:00 p.m. (but no earlier than 6:00 p.m. for the Administration Building), Monday through Saturday, including Holidays.

1. Administration Building (10,136sq. ft.).
 - a. 1st Floor, including Main Entrance Lobby, & Call Center, (7,713 sq. ft.).
 - b. Elevator (63 sq. ft.).
 - c. Staircase Main Entrance Lobby
 - d. 2nd Floor (2,360 sq. ft.).
 - e. 2nd Floor Lobby and MRF Lookout Window
 - f. Staircase Back Employee Entrance, Lobby, and Office
2. North Side of Materials Recovery Facility (962 sq. ft.).
 - a. Restroom 1 (324 sq. ft.).
 - b. Restroom 2 (360 sq. ft) and Locker Area (278 sq. ft.).
3. Dispatch Building (700 sq. ft.).
 - a. Common Area (500 sq. ft.).
 - b. Office 1 (75 sq. ft.).
 - c. Office 2 (75 sq. ft.).
 - d. Restrooms (50 sq. ft.).

4. Buyback Office (190 sq. ft.).
5. Scale House (150 sq. ft.).
6. Materials Recovery Facility Breakroom (400 sq. ft.).
7. Maintenance Shop Building (150 sq. ft.).
 - a. Office and Kitchenette (100 sq. ft.).
 - b. Restroom (50 sq. ft.)

Daily Services for all Del Norte Buildings

1. Empty all waste baskets and replace liners from offices, cubicles, restrooms, kitchenettes, and break rooms – dispose of materials in correct outside building containers.
2. Empty all recycling bins (including paper shredders) from offices, cubicles, restrooms, kitchenettes, and break rooms – dispose of materials in correct outside building containers.
3. Vacuum all carpeted areas
4. Dust mop hard floors
5. Clean and polish water fountains and sinks.
6. Restrooms:
 - a. Clean and sanitize all restrooms including spot cleaning tiled walls around washbasins, toilets and urinals.
 - b. Disinfect all door knobs, railings, flush levers, commodes and sinks, including undersides and tops of toilet seats.
 - c. Replace/refill toilet paper, toilet seat covers, hand towels, all soaps (liquid or powder) soaps, and hand sanitizer – make sure products are installed correctly in their dispensing unit.
 - d. Mop tile floors with disinfectant/germicidal solution.
7. Break Rooms:
 - a. Clean and disinfect door handles, knobs, counters, table tops and sinks
 - b. Replace/refill paper towels, soap, and hand sanitizer as needed
 - c. Wipe down chairs, as necessary.
8. Conference Rooms:
 - a. Clean and disinfect door handles, knobs, counters, table tops and sinks
 - b. Replace/refill paper towels, soap, and hand sanitizer as needed
 - c. Wipe down chairs, as necessary.
9. Kitchenettes:
 - a. Clean and disinfect door handles, knobs, counters, table tops and sinks
 - b. Wipe down chairs, as necessary.
10. Lobbies:
 - a. Clean and disinfect door handles, knobs, counters, table tops and sinks
 - b. Wipe down chairs, as necessary.
11. Elevator
 - a. Clean and wipe down doors (inside and outside)
 - b. Pick up loose debris
12. Use stainless steel cleaner on all metal surfaces.
13. Spot clean all walls, light switches, doors, and door frames.
14. Spot clean all carpets and all upholstered office furniture.
15. Clean all entry glass doors, both sides, and all windows on inside offices and doors.

16. Pour water down all drains for odor control (floor drains).
17. Replenish all hand sanitizer dispensers and all batteries as necessary.
18. Replenish all air freshener dispensers and all batteries as necessary.
19. Secure all windows and doors prior to leaving.
20. Clean entry glass doors, both sides, and any windows on inside conference room, offices and doors.
21. Turn off lights.

Weekly Services for all Del Norte Buildings

1. Dust all flat surfaces using a non-feather duster, including desk tops, partition tops, file cabinets, tables, window sills, window ledges, door jams, and bookshelves.
2. Clean and polish all metal fixtures such as elevator panels and stairwell railings.
3. Remove hard water deposits on all sinks and all water fountains.
4. Clean and disinfect interior and exterior of all microwave and all toaster ovens and exterior of all refrigerators in kitchenettes and break rooms.
5. Wet mop all hard floor surfaces.
6. Treat all drains with bacterial enzymes (urinals, sinks, toilets and floor drains).
7. Elevators
 - a. Floors vacuumed/mopped
 - b. Clean and polish metal fixtures including elevator panels

Monthly Services for all Del Norte Buildings

1. Dust all high reach areas including shelves, ledges, vents, and HVAC grills.
2. Dust all blinds.
3. Remove spider webs.
4. Clean all baseboards, carpet edges and corners, including stairwells.
5. Vacuum/clean all upholstered furniture.

Semi-Annual Services for all Del Norte Buildings

1. Strip and wax all hard floor surfaces (wax/polish floors). This includes all restrooms, first floor lobby area, first floor kitchenette, second floor kitchenette, dispatch offices and dispatch area, Materials Recovery Facility (MRF) break room, Maintenance Shop, Buy Back Office and employee restrooms on the north side of the building.
2. Dry clean or hot water extraction clean all carpet floor surfaces (carpet deep clean). This includes the first floor administration offices and cubicles, first floor break room, first floor lobby, main entrance lobby, second floor administration offices, second floor lobbies and second floor MRF lookout window stairs, all staircases and the Call Center and cubicles.
3. Deep clean restroom tile walls and floors

Additional Services- All Locations

The City reserves the right to adjust the cleaning schedule or request additional cleanings to City locations as necessary. When additional cleanings are requested, the vendor may charge the City at the agreed upon hourly rate for work performed. The City may request an urgent cleaning where the vendor is expected to be on site within four (4) hours of notification, or non-urgent where the vendor and project manager can schedule the work as needed and more than four (4) hour notice is provided.

This section does not apply for callbacks associated with unsatisfactory performance where the Vendor as discussed in the INSPECTION AND ACCEPTANCE section of the scope of work.

EXHIBIT B

**TRADE SERVICE AGREEMENT
(CITY of Oxnard and Executive Facilities Services, Inc.)**

SCHEDULE OF COMPENSATION

It is the responsibility of the vendor to schedule their employees according to hours listed for the respective facilities in the Scope of Services. The City will not pay the vendor for any over-time hours under any circumstances.

Public Works Location(s)	Estimated Weekly Hours	Monthly Cost
Water Campus, 251 South Hayes Avenue	20	\$3,164.93
Blending Station No. 3, 1700 Solar Drive	3	\$575.98
Blending Station No. 4, 3637 North Rose Avenue	3	\$532.25
Blending Station No. 5, 908 East Pleasant Valley Road	3	\$532.25
Wastewater Treatment Plant, 6001 Perkins Road	34	\$5,494.03
Advanced Water Purification Facility, 5700 Perkins Road	15	\$2,646.59
Del Norte Regional Recycling and Transfer Station, 111 Del Norte Boulevard	27	\$4,214.72

Additional Services As-Needed	Hourly Rate
As Needed additional janitorial Services	\$32.07
Urgent as-needed additional janitorial services	\$40.09

The anticipated period of performance shall be for three (3) years, with each year renewable in one (1) year increments. This annual renewal shall be based on mutually acceptable services, cost adjustments, and City requirements. Updated annual pricing shall be submitted to the City in writing four (4) months prior to the annual renewal date. Price increases shall not exceed the Consumer Price Index for all Urban Consumers (CPI-U) for Los Angeles from the U.S. Bureau of Labor Statistics based on 12-month CPI-U for December.

EXHIBIT C

TRADE SERVICES AGREEMENT (CITY of Oxnard and Executive Facilities Services, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as “SERVICE PROVIDER”) must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

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

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

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

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

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

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

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

2. 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.

3. 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

Agreement No. 32300293

or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

4. 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.

5. 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.

6. 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.

1/23

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE SUB-CODE		COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE			
		COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223			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		

Rev. 1/23 INS-D.doc

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone:		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
NAMED INSURED		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)	
		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance.	
\$ _____ per accident, for bodily injury and property damage.		Name: _____ Address: _____ _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US		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)	

EXHIBIT D

**TRADE SERVICES AGREEMENT
(CITY of Oxnard and Executive Facilities Services, Inc.)**

LIVING WAGE POLICY

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

A. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than \$18.22 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2022**

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than \$18.22 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2023, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

EXHIBIT E

TRADE SERVICES AGREEMENT (CITY of Oxnard and Executive Facilities Services, Inc.)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.
3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.

6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, SERVICE PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. SERVICE PROVIDER may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, SERVICE PROVIDER must immediately notify CITY.
8. SERVICE PROVIDER is 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 currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. SERVICE PROVIDER shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. SERVICE PROVIDER acknowledges that 8 hours labor constitutes a legal day's work. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1810.
10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit \$25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by SERVICE PROVIDER's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. SERVICE PROVIDER shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and

Labor Code Sections 1860 and 3700. SERVICE PROVIDER shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. SERVICE PROVIDER shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, SERVICE PROVIDER shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of SERVICE PROVIDER under this Section shall survive Agreement termination.



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

DATE: April 4, 2023
TO: City Council
FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org
SUBJECT: Police Department Military Equipment Acquisitions.

RECOMMENDATION

That the City Council approve the Police Department's purchase and use of the below-listed equipment defined by California Government Code 7070(c)(5) through 7070(c)(10) as "military equipment":

- DUI enforcement command trailer
- Traffic collision investigation response van
- Unmanned aerial vehicle response van
- Three (3) Patrol Sergeant command vehicles
- Three (3) precision rifles
- Chemical agents

BACKGROUND

On January 1, 2022, Assembly Bill (AB) 481 was codified in Government Code sections 7070 through 7075. This new legislation requires that law enforcement agencies obtain approval from their governing body via the adoption of a "military equipment" use policy by ordinance before funding, acquiring, or using such equipment.

On April 19, 2022, the Oxnard City Council adopted the Oxnard Police Department Military Equipment Use Policy, which allows the Oxnard Police Department to continue to use the equipment that is specified therein. The policy can be found as section 708 of the *Oxnard Police Department's Policy Manual* and is visible to the public on the Oxnard Police Department's website: (<https://sites.google.com/oxnardpd.org/departments-policy-manual/departments-policy-manual>).

The Police Department is in the process of acquiring additional equipment that is defined by this legislation as "military equipment" and seeks the City Council's authorization for its funding, purchase, and use. Upon approval, this equipment will be included in the Police Department's inventory of items that are deemed under this legislation as "military equipment."

The Police Department seeks to acquire and use the following equipment:

Command Vehicles

Under California Government Code 7070(c)(5), mobile command vehicles fall within the scope of AB 481. Section 7070(c)(5) defines command vehicles as "command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units." The Police Department intends to add the following command vehicles to its fleet:

DUI Enforcement Command Trailer

On July 1, 2022, the Oxnard Police Department Traffic Unit was awarded funding from the California Highway Patrol

Cannabis Tax Fund Grant (CTFGP). Part of the funds that were made available to the Department are to be used for the purchase of a DUI enforcement command trailer. This thirty-foot trailer will be outfitted with communications equipment, computers, a restroom, and will be climate-controlled. This trailer will serve as a mobile operations center during DUI and drug enforcement operations. This trailer will assist the Police Department's ongoing efforts to reduce drug and alcohol-related collisions in the city through enforcement and education. The mobile command trailer will allow officers to conduct DUI and drug examinations safely, process evidence, prepare reports, and complete the booking process of arrestees. Due to its mobility, officers will be able to target areas in the city that have the highest incidents of alcohol and drug-related collisions. The Department will also use the trailer during community engagement events to help with the Department's ongoing mission of lowering alcohol and drug-related collisions through community outreach and education.



Though this item falls under the Government Code's definition of "military equipment", it is important to note that this item has no weapons, no armor, and no materials furnished by the military (the chassis can otherwise be purchased by members of the public).

The cost to outfit the trailer will be \$124,286.39. There is no cost to the General Fund, as the money for this acquisition would come from the California Highway Patrol Cannabis Tax Fund Grant.

Unmanned Aerial Vehicle Response Van

In 2019, the Oxnard Police Department developed the Unmanned Aerial Systems (UAS) unit. The UAS unit deploys small unmanned aerial vehicles (UAV), commonly referred to as drones, for various purposes. These purposes include, but are not limited to, crime scene/traffic collision documentation, conducting area searches, investigating hazardous or explosive materials, and supporting tactical operations. The Police Department's UAS program has proven itself of great value to the Police Department and has allowed officers to perform their public safety duties more safely. One of the benefits of the UAS program is its ability to respond quickly to incidents and deploy UAVs to support public safety personnel. As the program has continued to grow, acquiring a vehicle from which UAS members can safely and securely conduct missions and store and transport equipment has become necessary. By having such a vehicle, response times to incidents can be greatly reduced.

In June of 2022, the Department acquired a Mercedes-Benz Sprinter van. The Police Department intends to have this van outfitted with radios, computers, monitors, storage lockers, and other equipment required to operate UAVs. The UAS unit will utilize the vehicle as a rapid response vehicle. Photographs that depict the intended design and look are shown below.



The estimated cost of outfitting the vehicle is approximately \$40,000. There would be no impact on the General Fund for this outfitting, as the costs would be covered by grant monies from the California Supplemental Law Enforcement Services Fund (SLESF).

Though this item falls under the Government Code's definition of "military equipment", it is important to note that this item has no weapons, no armor, and no materials furnished by the military (the chassis can otherwise be purchased by members of the public).

Traffic Collision Investigation Response Van

In August 2022, the Police Department acquired a 2022 Mercedes Benz Sprinter van. The Police Department intends to have the van outfitted with communications equipment, computers, workstations, and lighting. It will safely store equipment and technology that the Traffic Unit uses during collision investigations. The Traffic Unit will use this van to respond to major traffic collisions and other significant criminal investigations, such as homicides, when specialized equipment is required to identify, collect, and preserve evidence.

The cost to outfit the van will be \$26,693.99. The Ventura County Service Authority for Freeway Emergencies (V.C. SAFE) funded the purchase of the van and the cost of having it outfitted. There will be no impact on the General Fund.

Though this item falls under the Government Code's definition of "military equipment", it is important to note that this item has no weapons, no armor, and no materials furnished by the military (the chassis can otherwise be purchased by members of the public).

Patrol Sergeant Command Vehicles

The Police Department will acquire three (3) patrol vehicles to serve as patrol sergeant command vehicles. These vehicles will be equipped with additional radios, computers, and dry-erase boards. Both models are small sport utility vehicles and will be driven by Patrol Sergeants, who serve as field supervisors. The added equipment facilitates a forward command post that can quickly respond to incidents to supervise and coordinate public safety resources. The photo below illustrates the general configuration of added equipment.



Depending on the available inventory, the department will acquire either Ford Police Explorers or Dodge Durango. The Police Department will purchase these vehicles through the Enterprise Lease Management Agreement (A-8136) Plan, which the City Council approved on March 29, 2022. These vehicles will replace existing patrol cars in the Department's fleet that have reached the end of their service lives.

Though this item falls under the Government Code's definition of "military equipment", it is important to note that this item has no affixed weapons, no armor, and no materials furnished by the military. The vehicle chassis can otherwise be purchased by members of the public. This vehicle is essentially a Patrol Sergeant's vehicle with the added equipment, as shown above.

Precision Rifles

Under California Government Code 7070(c)(10), specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency fall within the definition of "military equipment." This would include precision rifles, commonly called sniper rifles, used by the special weapons and tactics team (SWAT) officers.

The Oxnard Police Department SWAT Team currently has six (6) .308 caliber precision rifles in its inventory. Due to their age, several rifles in the SWAT Team's inventory have reached the end of their service lives and need to be replaced. These six rifles have become less reliable, and their accuracy has deteriorated. In 2021, the Police Department purchased three (3) Accuracy International .308 caliber rifles, replacing three (3) existing rifles that had reached the end of their service lives. The Oxnard Police Department wishes to acquire three (3) additional Accuracy International rifles, which will replace three (3) remaining rifles that have reached the end of their service lives. It is important to emphasize that this acquisition is simply replacing existing inventory.



A small, select group of SWAT officers utilizes this type of rifle (a sample image is depicted above). These officers receive special training. These rifles are used during high-risk tactical incidents involving armed and violent suspects. Precision rifles allow SWAT officers to deliver accurate fire from both short and long ranges when deadly force is required to protect the lives of community members and/or officers and when no other force options are feasible. Examples of situations when the SWAT Team uses these rifles include but are not limited to:

- Situations where the officer reasonably anticipates an armed encounter.
- When officers are faced with a situation that may require accurate and effective fire at long range.
- Situations where an officer reasonably expects the need to meet or exceed a suspect's firepower.

- Incidents involving hostages
- When an officer reasonably believes that a suspect may be wearing body armor.

The cost to purchase these rifles is approximately \$20,000 and will be paid for using asset forfeiture funds. There would be no impact on the General Fund.

Chemical Agents

Under California Government Code 7070(c)(12), “tear gas,” excluding handheld devices, is defined as “military equipment.” Chemical agents, often called “teargas,” are a less lethal tool that gives officers the ability to force a barricaded suspect from a structure or vehicle, preventing officers from having to enter and potentially becoming involved in a violent encounter. The deployment of such chemical agents is limited to the SWAT Team.

The Police Department's chemical agents inventory has become depleted over the last year due to several tactical operations which were safely concluded by SWAT officers with the use of chemical agents. To replenish the inventory, the Police Department needs to purchase thirty (30) Combined Tactical Systems (CTS), 5230B CS canisters (sample photo below). These devices are intended for indoor use only and are specifically designed to resolve situations involving barricaded individuals. This number will restore/replenish the chemical agent inventory back to the level when the City Council first approved the Oxnard Police Department’s military equipment inventory in 2022.



The cost to purchase these chemical agents is \$2,173.03 and will be paid using money from the Police Department’s ordinance budget.

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 cost to outfit the DUI enforcement command trailer will be \$124,286.39 and will be paid for using funds from the California Highway Patrol Cannabis Tax Fund Grant. Outfitting the unmanned aerial support response van will cost approximately \$40,000. It will be funded through the California Supplemental Law Enforcement Services Funds (SLESF). The cost to outfit the traffic collision response van is \$26,693.99, which will be paid using available Ventura County Service Authority for Freeway Emergencies grant funds. The three (3) patrol sergeant command vehicles will be purchased as part of the existing Enterprise Lease Agreement Plan. The purchase of three (3) precision rifles is approximately \$22,000 and will be funded using asset forfeiture monies. The cost of thirty (30) CTS 5230B CS canisters is \$2,173.00 and will be funded by the Police Department’s ordinance budget. With the exception of the CS canisters and the three command vehicles, none of these items impact the General Fund.

For Finance Use Only: General Fund (Org. 1012111, Obj. 57000 & 52100), Asset Seizure Fund (Org. 1922131, Obj. 56040, Project M2005 - 662158 Asset Seizure-Fed&State), State & Local Grant Fund (Org. 2102131, Obj. 56040, Project G2301 - 662180 CHP CANNABIS GRANT FY23), Capital Outlay Fund (Org. 3012131, Obj. 56040, Project C2269 - 662171 Safe Grant FY2022).

COMMITTEE OUTCOME

The Community Services, Public Safety, and Housing & Development Committee approved 3-0 on March 14, 2023, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Timothy Kelley, Police Commander

ATTACHMENTS

1. AB 481 Acquisition Presentation.pptx (1)

POLICE DEPARTMENT - MILITARY EQUIPMENT ACQUISITION

Oxnard Police Department

Tim Kelley, Special Operations Commander

That the City Council approve the purchase and use of below listed military equipment defined by Government Code 7070(c)

- One (1) DUI Enforcement Command Trailer
- One (1) Unmanned Aerial Vehicle Response Van
- One (1) Traffic Collision Response Van
- Three (3) Patrol Sergeant Command SUV
- Three (3) precision rifles
- Thirty (30) Combined Tactical Systems (CTS) 5230B CS canisters-chemical agents

- Beginning January 1, 2022, AB 481 codified Government Code sections 7070 through 7075
- AB 481 mandates law enforcement agencies seek approval from their governing body (City Council) prior to funding, purchasing, or using any equipment defined as “military equipment”
- On April 19, 2022, the Oxnard City Council adopted the Oxnard Police Department Military Equipment Use Policy (policy section 708) which authorizes the use of the equipment therein

Under California Government Code 7070(c)5, mobile command vehicles are considered “military equipment” under AB 481.

Government Code 7070(c)5 defines command vehicles as “command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units”

The Department intends to add six small command vehicles to its fleet.

DUI ENFORCEMENT COMMAND TRAILER

- On July 1, 2022, the Oxnard Police Department received grant funding from the California Highway Patrol Cannabis Tax Grant to purchase a DUI enforcement command trailer.
- This trailer will be outfitted with communications equipment, computer, display devices, and will be equipped with a restroom
- It will be utilized as a mobile operations center during DUI and drug enforcement operations
- This equipment will help the Department's ongoing mission of lowering alcohol and drug-related collisions



UNMANNED AERIAL VEHICLE RESPONSE VAN

- The Oxnard Police Department's Unmanned Aerial Systems (UAS) program has grown since its inception and has become a critical tool in the Department's efforts to keep officers and community members safe
- The UAS unit is in need of a vehicle which unit members can safely and securely store, transport, and conduct operations from
- In June of 2022, the Department purchased a Mercedes-Benz Sprinter van to outfit with radios, computers, monitors, storage lockers and, other equipment

Unmanned Aerial Vehicle Response Van





TRAFFIC COLLISION RESPONSE VAN

- In 2022, the Police Department Traffic Unit was awarded funding through the Ventura County Service Authority for Freeway Emergencies Incident Responder Grant Program
- Provide a workspace for Traffic Unit personnel
- Safely and securely store sensitive equipment used during traffic collision and criminal investigations
- This vehicle will respond and assist during
 - Fatal traffic collision investigations
 - Criminal investigations



* The interior of this vehicle will be similar to the UAS response vehicle



PATROL SERGEANT COMMAND VEHICLES

- The Department will be purchasing three (3) patrol sergeant vehicles
- These vehicles will be outfitted with additional radios, computers, and dry erase boards and serve as field command vehicles
- They will allow patrol supervisor to better manage critical incidents
- These vehicles will replace three (3) existing vehicles in the Department's fleet



PRECISION (SNIPER) RIFLES

Under California Government Code 7070(c)10, specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency fall within the definition of military equipment. This would include precision rifles, commonly referred to as sniper rifles, utilized by the special weapons and tactics team (SWAT).

- These rifles are utilized during high-risk tactical incidents involving armed and violent suspects
- These rifles are used when deadly force is required to protect the lives of community members and officers, and no other means of force is feasible



- The SWAT Team currently has (6) .308 caliber precision rifles in its inventory
- Three (3) were replaced at the beginning of 2022 and were approved by City Council
- Three (3) rifles additional rifles need to be purchased to replace existing rifles that have reached the end of their service lives

Under California Government Code 7070(c)12, “tear gas,” excluding handheld devices, is defined as “military equipment.



- Chemical agents are used by the Oxnard Police Department SWAT Team as a less lethal means of introducing a chemical irritant into a structure with the goal of forcing a barricaded individual out and into an area where they may be safely taken into custody
- Due to several tactical operations that were successfully resolved with the use of chemical agents, the Department needs to purchase thirty (30) additional CS canisters to replenish its inventory
- This will bring the number of chemical agents back to the level when City Council first approved the Department's Military Equipment Inventory

- The cost to outfit the DUI enforcement command trailer will be \$124,286.39 and will be paid for using funds from the California Highway Patrol Cannabis Tax Fund Grant.
- The cost to outfit the Unmanned Aerial Support response van will be approximately \$35,000 to \$40,000 and will be funded utilizing California Supplemental Law Enforcement Services Fund (SLESF)
- The cost to outfit the traffic collision response van is \$26,693.99 and will be paid for using available Ventura County Service Authority for Freeway Emergencies Incident Responder Grant Program funds

- The patrol sergeant command vehicles will be purchased through the Enterprise Lease Management Agreement (G-8136) Plan which was approved by City Council on March 29, 2022
- The cost to purchase three (3) precision rifles is approximately \$22,000 and will be funded using asset forfeiture funds
- The cost of thirty (30) CTS 5230B CS canisters is \$2,173.00 and will be funded by the Police Department's ordinance budget

None of these items impact or require a contribution from the General Fund

That the City Council approve the purchase and use of below listed military equipment:

- One (1) DUI Enforcement Command Trailer
- One (1) Unmanned Aerial Vehicle Response Van
- One (1) Traffic Collision Response Van
- Three (3) Patrol Sergeant Command SUV
- Three (3) precision rifles
- Thirty (30) Combined Tactical Systems (CTS) 5230B CS canisters-chemical agents



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.1

DATE: April 4, 2023
TO: City Council
FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org
SUBJECT: Commitment to the 2016 Downtown Vision Plan and 2019 Downtown Code. (20 minutes)

RECOMMENDATION

That the City Council review and reaffirm their Commitment to 2016 Downtown Vision Plan and 2019 Downtown Code.

(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/SOxW5XVfc0A>

BACKGROUND

EXECUTIVE SUMMARY

Staff seeks to dispose of six specific sites, consisting of 53 parcels within Downtown, that were part of the City Council's 2022 approval of 54 parcels as surplus lands. The subject sites, depicted in Attachment 4, include: Plaza Park North

1. Plaza Park North
2. Oxnard Transit Center Fourth Street & Oxnard Boulevard
3. Plaza Park East
4. Plaza Park South & Laundromat
5. Petting Zoo
6. Former Gull Wings Children's Museum

Following Council action to declare the land as surplus, staff proceeded per the requirements of the California Surplus Land Act. The lots can now be sold for development. Provided the City Council reaffirms their commitment to the 2016 Downtown Vision Plan and 2019 Downtown Zoning Code, staff would continue with disposition of these sites with a requirement for development consistent with the Downtown Vision Plan ("DVP"), which is described in more detail in this report.

BACKGROUND

DOWNTOWN VISION PLAN (2016)

In January of 2016, the Congress for New Urbanism ("CNU") was commissioned by the City to revisit and integrate earlier Downtown planning and policy documents into an overarching "vision" for Downtown. The results are expressed in a "Downtown Vision Plan" ("DVP") that was presented to the City Council on October 18, 2016 (Attachment 1). The DVP emphasized the following core principles:

1. Increase connectivity of Oxnard Blvd within Downtown

2. Focus development on vacant lots
3. Prioritize adding a significant amount of new housing
4. Focus on development around Plaza Park
5. Enable an ethnically diverse restaurant cluster
6. Waive the existing 39-unit per acre density limitation.

These core principles were expressed within the DVP as seven “big ideas”:

1. Transform Oxnard Blvd (Section 2.1)
2. “A” Street: The Main Street of Downtown (Section 2.2)
3. Colonia Road/Bicycle Connectivity (Section 2.3)
4. Plaza Park (Section 2.4)
5. Plaza Park Infill Development (Section 2.5)
6. Downtown Arts Hub (Section 2.6)
7. Infill Development (Section 2.7)
8. Downtown Parking Strategy (Section 2.8)

The Council has taken a series of actions since 2016 to implement the DVP:

1. 2018 Downtown Parking Inventory (Section 2.8)
2. 2018 Parklet Pilot Program (outdoor dining) (Section 2.2)
3. 2018 Adoption of a Downtown Arts Hub Five Year Plan and allocation of funding for murals (Section 2.6)
4. 2019 Adoption of the Downtown Zoning Code consistent with the DVP, inclusive of reducing parking requirements and waiving the 39-unit per acre density (Sections 2.2, 2.5, 2.7, and 2.8)
5. Funding in Fiscal Year 2019-2020 for the demolition of the Laundromat Building at 318 W Fifth Street (Section 2.5 & 2.7) (slated for 2023)
6. 2020 Approval of the Homeless Solutions Center (Section 2.7)
7. 2022 Surplus of 54 parcels, 53 of which are in downtown consistent with the Plaza Park Infill and Infill development ideas of the DVP. (Sections 2.5 & 2.7)

In addition, Council has supported efforts for lighting improvements (funded and completed), public restrooms pilot program (funded, implemented but discontinued), tree trimming (funded and completed), enhanced Police Department deployment, homeless outreach efforts, parking structure maintenance, street tree maintenance, renovation of 4th Street as part of the City Council’s 5-Year Priorities, and the conversion of the Oxnard Downtown Management District (ODMD) into a 501(c)3 to set the organization up for success with the planned implementation of the DVP.

DOWNTOWN ZONING CODE

The adoption of the Downtown Zoning Code was informed by the DVP, and the mechanism to implement development and redevelopment consistent with the DVP. As a form-based code, its purpose is to implement the development and uses of individual lots and buildings in the Downtown to create a main street with mixed-use areas serving urban neighborhoods of pedestrian oriented streets with a variety of housing types. The Downtown Code identifies downtown as an area generally bound by Colonia Road to the north, Wooley Road to the south, D Street to the west and the railroad tracks to the east. The Downtown Code separates downtown into three areas: 1) Downtown Core, 2) Downtown General, and 3) Downtown Edge (Attachment 2). All six Council approved surplus sites are located within the Downtown Core, with a portion of Plaza Park South & Laundromat site also being part of the Downtown General designation.

Downtown Core

The Downtown Core Zoning principles were built upon the Plaza Park Infill portion of the DVP. The DVP recommends surrounding Plaza Park with multi-story mixed use buildings with ground floor shops and restaurants, with housing on upper floors as the best way to re-center the downtown around Plaza Park.

The primary characteristics envisioned for these buildings include:

- a. Tall ground floors to provide tall windows and high ceilings
- b. Large canvas awnings to shade shop fronts

- c. Simple, elegant architecture
- d. Wide sidewalks
- e. Active ground floor uses fronting the Park

The 2019 Downtown Code is consistent with these development concepts and is characterized by lively, pedestrian-oriented retail, restaurant, service, or art gallery ground-floor uses, with housing and offices on upper floors, behind shop fronts lining the street, or on the ground floor alongside streets. Building heights are up to 150 feet when community benefits are included.

If Council is committed to the DVP, staff will continue negotiations consistent with these principals and the Downtown Core zoning standards for the six sites, with a current focus on Plaza Park North, “Petting Zoo”, and Gull Wings Children’s Museum.

PARKING

Related to the development and redevelopment of the Downtown consistent with the DVP and Downtown Zoning Code is the discussion on parking supply and demand. The DVP recommended the implementation of the Council’s 2009 adopted [Downtown Oxnard Mobility and Parking Management Plan](#). This plan was developed to:

- a. Ensure good access to the Downtown by all modes of transportation
- b. Provide circulation through and around the Downtown for longer distance travelers
- c. Maintain functional, beautiful and pedestrian-friendly streets supporting strong retail life
- d. Use of existing transportation assets as catalysts for economic development
- e. Maintain sufficient parking for downtown visitors and employees, with a realistic and effective plan for operating and managing that parking

The 2009 plan included eight recommendations to meet these mobility goals (Attachment 4). Those recommendations were again recommended in the DVP. With the adoption of the Downtown Code, Council partially implemented Recommendation 2: “Reduce Minimum Parking Requirements and Institute an In-Lieu Fee” of the 2009 Downtown Oxnard Mobility and Parking Management Plan. To help establish the In-Lieu Fee, Harris and Associates was hired in 2018 to conduct a new parking inventory.

Harris and Associates identified 3,779 publicly controlled parking spaces and an additional 1,568 privately controlled spaces, for a total parking supply of 5,347 spaces in the downtown area. The 2018 analysis did not include residential demand analysis, as the existing residential units downtown provide parking on-site. In addition, off-site residential parking is not included in the total 5,347 spaces.

Table 1: Downtown Parking Supply

	Former Downtown Parking Boundary	Downtown District Expansion Area	All Downtown Environments
Publicly Owned Parking Supply			
On-Street Parking	1,020	870	1,890
Off-Street Parking	1,682	207	1,889
Total Public Parking Supply	2,702	1,077	3,779
Privately Owned Parking Supply ^{1,2,3,4,5}	942	626	1,568
Total Downtown Parking Supply	3,644	1,703	5,347

Notes:

¹ Private parking includes privately owned parking facility or site where invitation to the general public is expressed or implied.

² Areas with fencing or gates are excluded from parking counts (no access to the general public).

³ Areas with Tenant Parking only signage are excluded from parking counts (no access to the general public).

⁴ Multifamily Residential parking is excluded from private parking counts (no access to the general public).

⁵ Areas not striped are not counted.

In addition, Harris and Associates analyzed the existing parking demands. Existing non-residential development totals approximately 1.8 million square feet, which under our Downtown Code require 1,854 parking stalls. As a worst case scenario, if all existing non-residential development relied on public parking, rather than utilizing the private parking supply (1,568 stalls) this still leaves 1,925 excess parking spaces in downtown.

Table 2: Existing Parking Demands & Supply

Existing Parking Demands		
Existing Non-Residential Development		1,853,600 square feet
Existing Non-Residential Demand	1 Space/1,000 sf	1,854 spaces
Current Non-residential Downtown Parking Demand		1,854 spaces
Current Public Parking Supply		3,779 spaces
Current Downtown Parking Demand		(1,854 spaces)
Current Excess Parking		1,925 spaces

DISCUSSION

In 2022, the City Council declared the six sites listed above as surplus. Hence, staff proceeded per the requirements of the California Surplus Land Act, which has resulted in the potential disposition and development of all of the sites. For the reasons stated above, primarily parking and consistency with the DVP, staff seeks to prioritize development with a focus on Plaza Park North, followed by the Petting Zoo, and the former Gull Wings Museum. These three sites have fewer impacts to existing parking supply and private developments, and are closer to the underutilized parking structure.

Consistent with the Downtown Code and the DVP, anchoring downtown Oxnard around Plaza Park offers an opportunity for a vibrant community which extends beyond daytime business. The Downtown Code and DVP promote a mixed-use development of dense housing along with appealing store fronts to complement the historic downtown open space of Plaza Park. Offering visually appealing, amenity-rich housing opportunities will create a new community of active urban dwellers that demand lively public spaces and retail opportunities where they can comfortably work and play where they live.

Before moving to the next phase of an Exclusive Negotiating Agreement for each site, Staff seeks the Council reaffirmation of the DVP and Downtown Code.

PLAZA PARK NORTH

The Plaza Park North site includes the vacant building formerly occupied by the Social Security Administration plus the City-owned surface parking lot located at the southeast corner of C Street and Fourth Street. This removes approximately fifty-three parking stalls. Based on the DVP and Downtown Zoning Code, Plaza Park North offers a genuine opportunity to bring approximately 300 units of housing combined with storefront retail uses along B Street as well as the interior drive aisle in front of Plaza Park. Under the Downtown Code, and notwithstanding AB 2097 (which is discussed later in this report), the demand for this scale of development is approximately 315 stalls. With the proximity to the parking structure and the nearly 2,000 excess parking stalls in downtown, the North Plaza Park development would have a minimal impact on the overall parking supply and demand in the downtown.

This scale of development will re-engage and reinvigorate Plaza Park, the Carnegie, Centennial Plaza and all of the valued business efforts in downtown. It can create a destination in Oxnard that will activate the Oxnard Transit Center and create greater demand opportunity along Fourth Street, A Street and Oxnard Boulevard as the new center for people to gather with visitors and residents.

PETTING ZOO

The Petting Zoo site is approximately 7,900 square feet located midblock on the west side of A Street between Fourth Street and Fifth Street. The site is vacant and unimproved. The Petting Zoo site offers an opportunity for innovative and interactive urban uses such as, a small unit multi-family development with ground floor and rooftop active retail opportunities.

Development of this site does not remove any public parking. However, it does increase the demand for parking. The demand for this scale of development could range between 18 to 22 parking stalls. With the nearly 2,000 excess parking stalls, proximity to the parking structure, as well as proximity to a public parking lot with nearly 90 spaces a half block to the east, development in this location would not greatly impact the supply or demand of parking.

FORMER GULL WINGS CHILDREN'S MUSEUM

The former Gull Wings site is located midblock on Fourth Street between C and D Streets. There is no on-site parking associated with this building. The site is surrounded by a Housing Authority owned senior living facility to the east and an alley to the west. Interest in this site is primarily for re-use of the structure, rather than full redevelopment of the site.

AB 2097 AND SURPLUS SITES IMPACT TO PARKING

AB 2097, which went into effect January 1, 2023, removes the City's ability to "...impose or enforce any minimum automobile parking requirement on a residential, commercial, or other development project if the project is located within one-half mile of public transit". The Oxnard Transit Center (OTC) meets the definition "public transit" and based on this, most of the parcels in Downtown are within one-half mile of the OTC. Nothing in AB 2097 prevents developments from proposing or building parking, it simply prevents cities from requiring and enforcing minimum parking requirements. There are limited written findings that can be made to impose or enforce minimum parking requirements, which the staff is studying further and will return with an update to Council when more information is known.

Redevelopment of all six surplus sites would remove approximately 20,000 square feet of existing City-owned buildings (decreasing the parking demand) and remove a total of 352 public surface parking stalls:

Surplus Site	Impact to Public Parking Supply
Plaza Park North	Removal of 53 public parking spaces
Oxnard Transit Center (OTC)	Removal of 160 public parking spaces
Plaza Park East	Removal of 92 public parking spaces
Plaza Park South & Laundromat	Removal of 47 public parking spaces

Petting Zoo	Does not remove public parking spaces
Former Gull's Wing Museum	Does not remove public parking spaces

Despite the excess parking in downtown, in light of AB 2097, staff recommends an incremental approach to the development of the six surplus sites so the City can continue to monitor supply and demand and establish best practices for compliance with AB 2097. This incremental approach prioritizes Plaza Park North, Petting Zoo and Gull's Wing Museum sites.

Based on the development scenarios described for the three prioritized sites, 53 public parking stalls would be removed, demand would be increased by 347 parking stalls, and demand would be decreased by 15 stalls with the removal of the former social security administration building. Assuming the Plaza Park North project is built with no onsite parking, which is not likely, these development scenarios net a demand increase of 385 stalls.

DEVELOPMENT IMPACT TO PUBLIC PARKING SPACES			
	Decrease in Supply	Decrease in Demand	Increase in Demand
Plaza Park North	53 stalls	15 stalls (14,700 sqft/1000)	325 stalls
Petting Zoo	0	0	22 stalls
Former Gull's Wing Museum	0	0	0

In summary, the three projects are projected to have a net demand of 385 stalls, reducing the existing 1,925 excess public parking supply to 1,540 excess stalls. This scenario assumes:

1. that all existing non-residential development relies on public parking
2. does not account any of the 1,569 private controlled parking spaces
3. the Plaza Park North project provides no on-site parking

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

There is no financial impact.

COMMITTEE OUTCOME

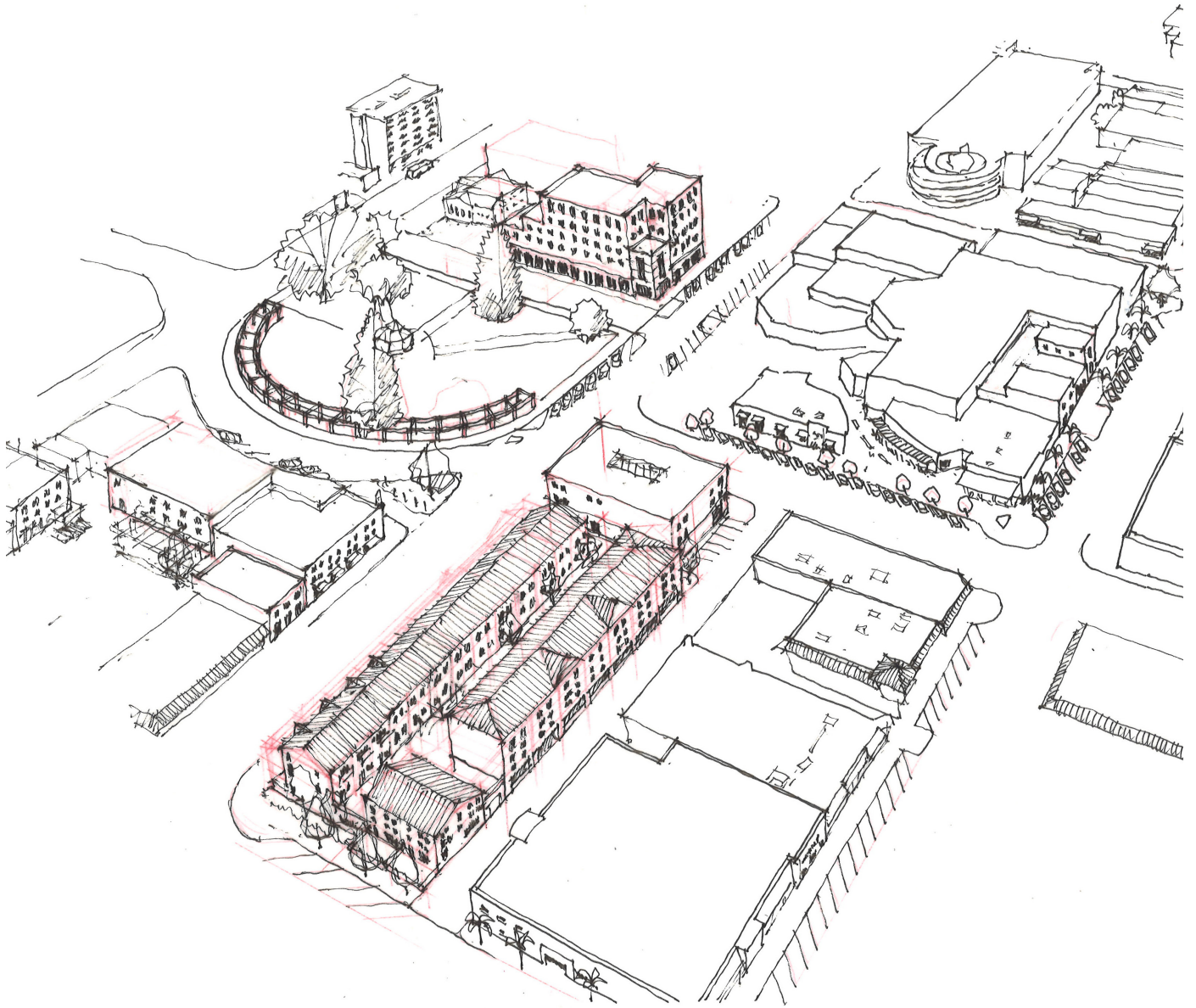
This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Downtown Vision Plan
2. Downtown Code Map

3. Summary Downtown Oxnard Mobility and Parking Management Plan
4. Surplus Sites
5. PowerPoint Presentation



DOWNTOWN OXNARD VISION PLAN CHARRETTE

January 29 - February 2 | ADMINISTRATIVE DRAFT

City of Oxnard, California

Prepared by the Congress for the New Urbanism California Chapter

Published May 23, 2016

“To advance the making of great places that are walkable, sustainable, and enjoyable.”

-Mission of the Congress for the New Urbanism CA Chapter

Acknowledgements

We wish to thank the citizens, city leadership and staff of Oxnard, California. Our CNU-California Chapter appreciates being requested and invited to host our annual ‘By-Design Charrette’ to share our professional perspectives to improve Downtown Oxnard. Thank you to the following people for participating, leading, and for spending your time with us:

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Acknowledgements (continued)

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“... urban villages would incorporate private and public redevelopment, mixed land uses, affordable and workforce housing, and transit connectivity and are intended to be a key strategy for meeting GHG emission reduction targets and implementing the Southern California Association of Governments regional Sustainable Community Strategy (SB 375). The Urban Village theme replaces the 2020 General Plan Infill Area and Major Study Areas approach.”

- Vision Statement - Community Development Element

City of Oxnard General Plan 2030



Congress for the New Urbanism Charter of the New Urbanism Principle #7:

“Cities and towns should bring into proximity a broad spectrum of public and private uses to support a regional economy that benefits people of all incomes. Affordable housing should be distributed throughout the region to match job opportunities and to avoid concentrations of poverty.”

Congress for the New Urbanism Charter of the New Urbanism Principle #13:

“Within neighborhoods, a broad range of housing types and price levels can bring people of diverse ages, races, and incomes into daily interaction, strengthening the personal civic bonds essential to an authentic community.”

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1.0 Introduction

Congress for the New Urbanism

The Congress for the New Urbanism (CNU) helps create vibrant and walkable cities, towns, and neighborhoods where people have diverse choices for how they live, work, shop, and get around. People want to live in well-designed places that are unique and authentic. CNU’s mission is to help build those places.

With seventeen local and state chapters and offices in Chicago, IL and Washington, DC, CNU works to unite the New Urbanist movement. Our projects and campaigns serve to empower our members’ efforts, identify policy opportunities, spread great ideas and innovative work to a national audience, and catalyze new strategies for implementing policy through design approaches.

Founded in 1993, our movement is united around the belief that our physical environment has a direct impact on our chances for happy, prosperous lives. New Urbanists believe that well-designed cities, towns, neighborhoods, and public places help create community: healthy places for people and businesses to thrive and prosper.

In the late 1980s and early 1990s, a large number of urban designers, architects, planners, developers, and engineers were frustrated with prevailing development patterns, which focused more on building dispersed housing far from traditional downtowns and Main Streets. Meanwhile, inside cities, urban renewal was destroying the fabric of historic neighborhoods and isolating once-stable communities.

As cities continued to decline, a coalition of urban designers, architects, planners, developers, and engineers coalesced to create New Urbanism—a movement for reinvestment in design, community, and place. Their values, and the core principles of their work, are articulated in the Charter of the New Urbanism opening Preamble:

“The Congress for the New Urbanism views the disinvestment in central cities, the spread of placeless sprawl, increasing separation by race and income, environmental deterioration, loss of agricultural lands and wilderness, and the erosion of society’s built heritage as one interrelated community-building challenge.”



CNU-California Chapter

CNU California is a non-profit 501(c) 3 volunteer professional organization. The Mission of the Congress for the New Urbanism California Chapter is, “to advance the making of great places that are walkable, sustainable, and enjoyable.” Our diverse membership are experts in architecture, urban design, landscape architecture, historic preservation, engineering, and strategy who volunteer their time, expertise, and professional capacity to our annual ‘By-Design Charrette’ program. Our goals are:

1. To help maintain sustainable cities that minimize the loss of agricultural and natural areas, by offering formal and informal educational opportunities for California residents, civic leaders, and businesses.
2. To educate California residents on how to grow responsibly and to maintain sustainable cities that minimize the loss of agricultural and natural areas.
3. To encourage the adoption of principles and practices of the New Urbanism throughout California.
4. To support the restoration of existing urban centers and towns, the reconfiguration of sprawling suburbs into communities of real neighborhoods and diverse districts, the conservation of natural areas, and the preservation of our built legacy.
5. To create opportunities for citizens, and practitioners in private and public service.
6. To learn, exchange and apply knowledge of the principles and practices of the New Urbanism.
7. To provide a California presence, focus and perspective for the Congress for the New Urbanism national organization.

Congress for the New Urbanism Charter of the New Urbanism Principle #14:

“Transit corridors, when properly planned and coordinated, can help organize metropolitan structure and revitalize urban centers. In contrast, highway corridors should not displace investment from existing centers.”

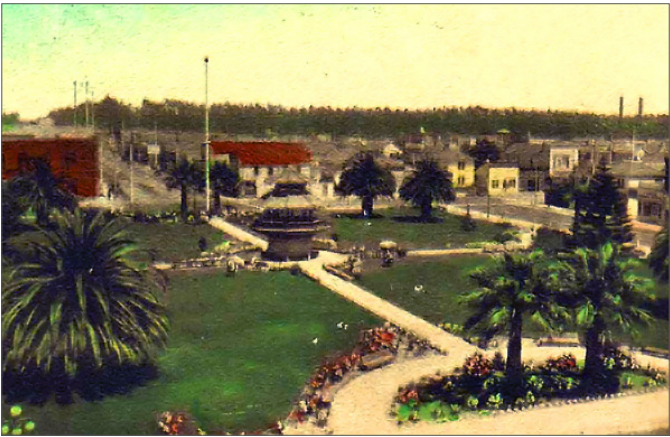
Congress for the New Urbanism Charter of the New Urbanism Principle #17:

“The economic health and harmonious evolution of neighborhoods, districts, and corridors can be improved through graphic urban design codes that serve as predictable guides for change.”

1.1 Downtown Plan Area



A Street (circa 1960) was historically the primary retail “Main Street” of the Downtown, and remains so today.



Plaza Park, originally a square, has always been the central public space of Oxnard, viewed here looking east down 5th St.

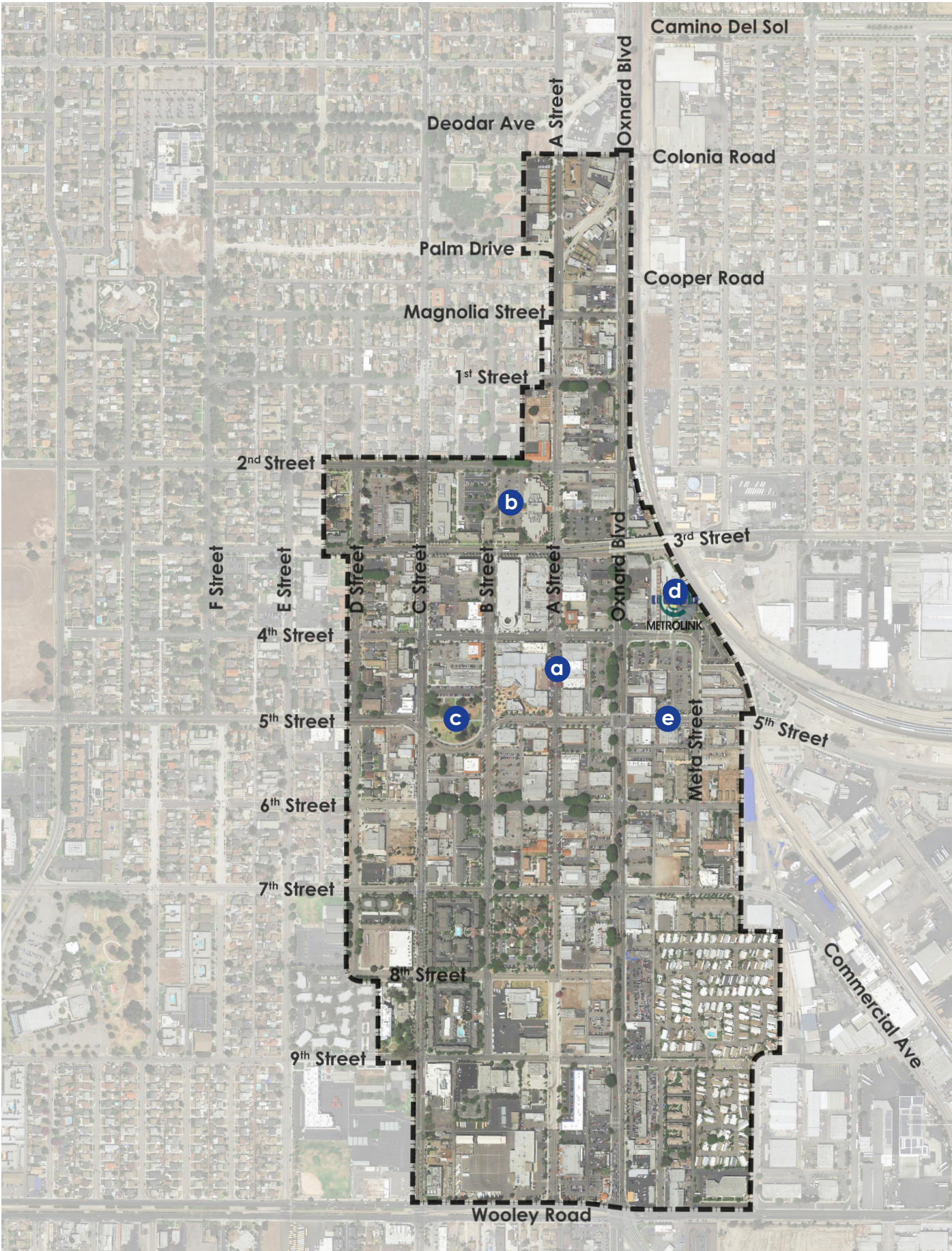
Downtown Oxnard is the historic center of the City, located mostly to the west of the Union Pacific Railroad (originally Southern Pacific Railroad) and Oxnard Boulevard (historically U.S. Route 101), laid out in a simple, well-proportioned pattern of rectangular blocks, with service alleys.

As shown on the map on the facing page, Downtown generally includes the historically commercial and mixed-use blocks along the numbered east-west streets from Second on the north through Ninth to Wooley Road on the south, and the first several lettered north-south streets from A past C. Downtown is generally centered on the Plaza Park north of Fifth Street between B and C.

To the north and east of Downtown lie the early single-family neighborhoods of Oxnard, the east-west tree-named streets to the north and the north-south lettered streets from D to H to the west. The west neighborhood is a designated historic district, F Street in particular arguably the finest residential street in Ventura County, lined with deep, raised front yards, and lovely 1920’s custom homes, and stately Sycamore street trees. To the west of Oxnard Boulevard and south of 9th Street and Wooley Road that simple, beautiful neighborhood pattern breaks down for a range of historic reasons.

Primary physical development characteristics of the Downtown include:

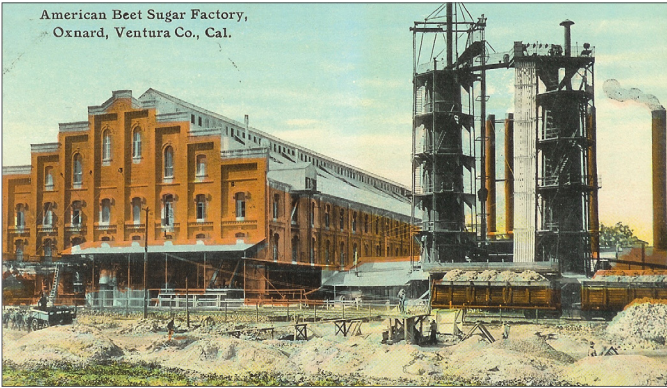
- a** A Street was historically and remains the primary retail “main street” of the Downtown.
- b** The northerly blocks are dominated by City Hall, the Oxnard Public Library, and other civic uses.
- c** The Plaza Park was historically and remains the City’s primary public space for special events of many kinds.
- d** The Oxnard Transportation Center - the hub for Amtrak, Metrolink, and local and regional bus services - lies one block east of Oxnard Boulevard on 4th Street.
- e** One block of Fifth Street also carries the Downtown to the east of Oxnard Boulevard, and then follows the railroad to Camarillo to the east.
- f** Disinvestment and a range of redevelopment activities from the 1960s through the 1990s removed many historic buildings and some historic streets, but the strong historic pattern survived and is well positioned to support the resurgence of the Downtown as a vital mixed-use center of regional significance.



1.2 Brief History of Downtown

Like so many California towns - from San Francisco to San Diego - Oxnard began as a railhead for the export of agricultural produce to markets in the East. Recruited to Ventura County in 1898 by Albert Maullhardt, the Oxnard Brothers of Chino-based American Beet Sugar Company built a refinery just south of Rancho Colonia.

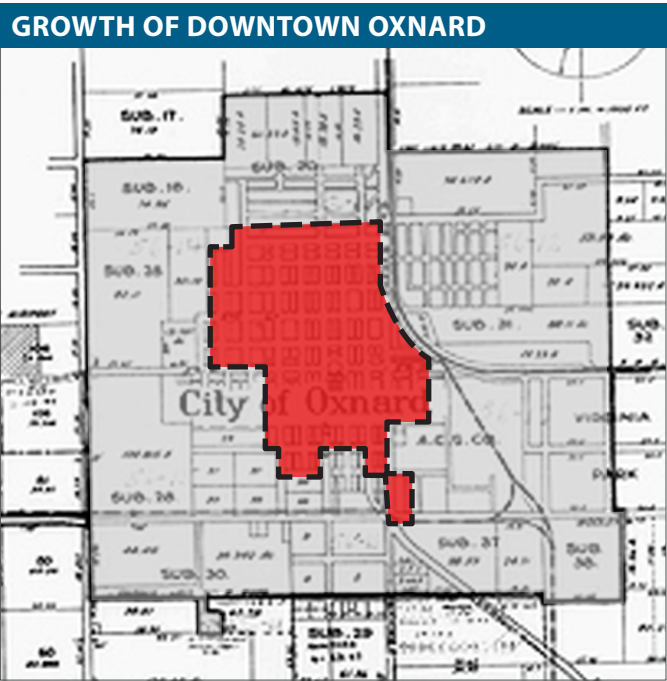
Promising large shipments of sugar and lima beans, they successfully lobbied the Southern Pacific Railroad to divert the planned alignment across the Oxnard Plain, detouring southward to their plant adjacent to the future Downtown Oxnard rather than taking a shorter route from Ventura to Camarillo and eastward to the Santa Susana Pass tunnels to the San Fernando Valley and Los Angeles. Oxnard Station was established in 1897, opening the door to the rapid growth of the Downtown and surrounding neighborhoods.



The original Sugar Beet Factory (circa 1898) brought the railroad to Oxnard catalyzing rapid growth of the Downtown.

The City of Oxnard was officially incorporated in 1903, with a vision of being a European town site centered on a public square – today’s Plaza Park. In 1907, the City’s regional location and economic potential compelled steel tycoon Andrew Carnegie to fund the construction of the Carnegie Art Museum (formerly the Oxnard Public Library) – it was followed by the construction of Plaza Park Pagoda in 1910. Together, the Plaza Park and Museum became cornerstones of Downtown Oxnard’s civic and commercial activity.

During the 1940s, Oxnard experienced significant expansion and economic growth in areas outside of its Downtown to accommodate growing demands in housing, retail and trade following World War II. From 1940 to 1950, the City’s population increased from approximately 8,500 to over 21,500 residents; by 1960, the population nearly doubled to more than 40,000 residents. Attracting a wide range



Sources: City of Oxnard (1903) County of Ventura (1940).

of professions, new industries included financial services, petroleum production via the Oxnard Oil Fields, communications, aerospace and defense technology.

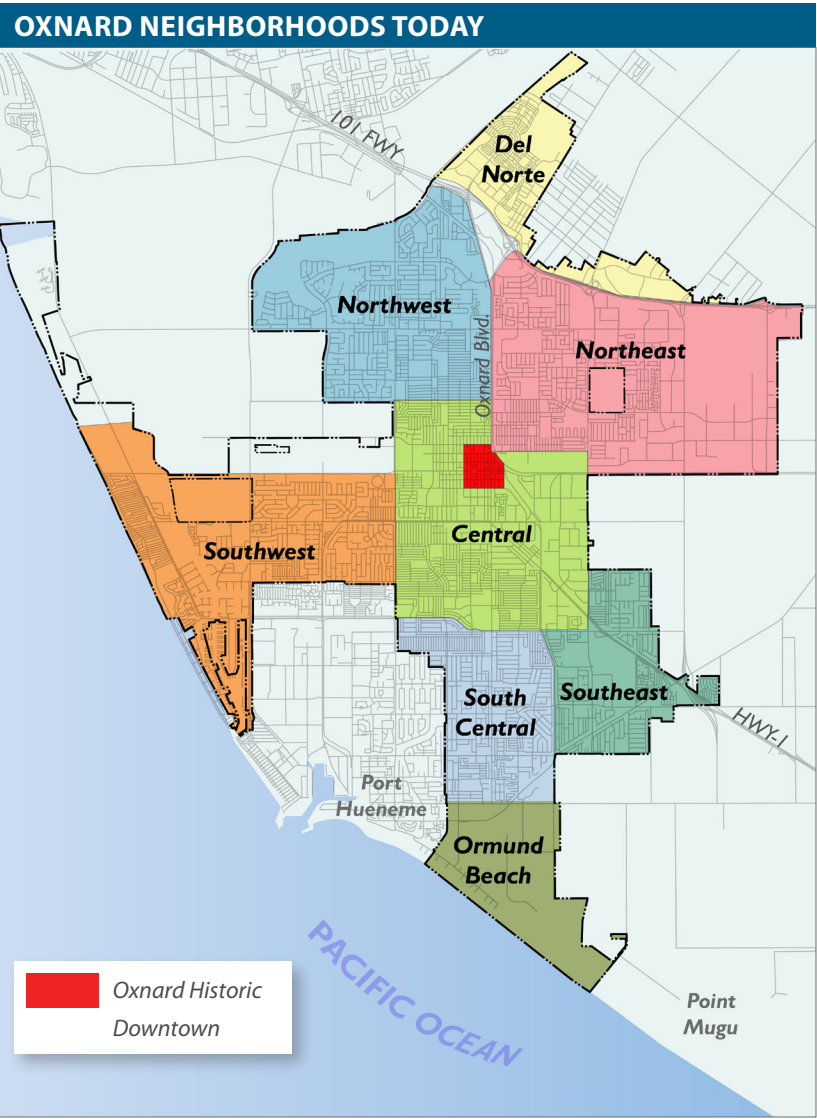
While Downtown Oxnard remained the commercial center into the 1960s, continued development and population increases gradually shifted housing and commercial activity to northern suburbs along the 101 Freeway and westward towards the coast. Much of the City’s development during this time was initiated by developer and philanthropist Martin V. Smith who got his start developing the Wagon Wheel Junction (1947), serving as a major stopover along the 101 Freeway between Los Angeles and Santa Barbara with offices, shopping, dining and a motel. Over the next several decades Smith and others continued to develop commercial, retail and entertainment centers such as the Financial Plaza Tower, the Channel Islands Harbor, Casa Sirena Resort, the Esplanade Shopping Mall, Fisherman’s Wharf, the Carriage Square Shopping Center and the Maritime Museum. Slowly, the prominence of Downtown Oxnard faded as newer suburban communities, industries, and employment centers developed.

Beginning in the 1980s, with the development of Heritage Square and adjacent new housing, the Oxnard Redevelopment Agency invested heavily in attracting new investment, residents and businesses to the Downtown. While those projects did bring a measure of much-needed activity back to the southerly area of the Downtown, the design of those projects was shaped by the pervasive suburban development standards and practices of that time, with much of the new activity focused toward the interiors of those development sites, generating very little pedestrian activity or life on the streets.

In 1991 the City commissioned a master plan for Plaza Park, and a public design Charrette was held in a large tent pitched in the park. That Master Plan provided specific recommendations for the redesign of the park and surrounding streets, as well as a vision plan for the revitalization of the Downtown as a whole. A draft form-based development code - including streetscape design recommendations - was prepared for the entire Downtown, as mapped on the previous page. In 1993 the consultant team that had prepared the Plaza Park master plan was retained to refine that form-based code and prepare implementation and economic development recommendations. That document was the Downtown District Master Plan, completed in draft form in 1996 but not adopted.

As a result of that work, a first phase of Plaza Park improvements were constructed, with simplified traffic movements along Fifth Street and the removal of the 1960 public rest rooms, fountains and pools. The recommended plaza to the south of the Carnegie Library Museum, the Fifth Street Colonnade, and semi-circular South Plaza were not constructed at that time. Additionally, A Street was reconstructed as a simple main street, removing the remaining 1960s fountains and pergolas and restoring parking for the struggling businesses.

Implementing another recommendation of the Master Plan, the City pursued development of restaurants adjacent to Plaza Park, as well as the recently built movie theater and



Source: City of Oxnard Neighborhood Map (2009).

parking structure. Like the earlier redevelopment efforts around Heritage Square, these redevelopment era project reflected many of the trends in suburban “lifestyle shopping center” design, bringing new tenants and customers to the area without generating any strong Downtown design character or street life.

The challenge now facing Oxnard is to build upon the existing assets of the Downtown and make sure that each new increment of investment is aimed at generating a lively, safe, comfortable, valuable, mixed-use city center district.

1.3 The Charrette Process

CNU-California Annual By-Design Charrette

The CNU-CA hosts an annual By-Design charrette program that provide educational and membership outreach opportunities statewide. The charrette is designed to advise a city that requests our assistance in visualizing the opportunities that CNU’s principles and processes provide a sponsor city. Our board’s selection of the annual charrette project is based upon the request’s relevance to CNU initiatives, expertise, and potential to have a significant and positive impact. Oxnard’s Downtown Vision Plan fits the following Congress for the New Urbanism national initiatives:

- Highways to Boulevards (<https://www.cnu.org/our-projects/highways-boulevards>)
- Lean Urbanism (<https://www.cnu.org/our-projects/lean-urbanism>)
- Missing Middle Housing (<https://www.cnu.org/our-projects/missing-middle-housing>)

We organize our public engagement charrette’s to deliver cutting-edge professional, high-level analysis and recommendations are based on best Congress for the New Urbanism practices. Our team was tasked with the following deliverables:

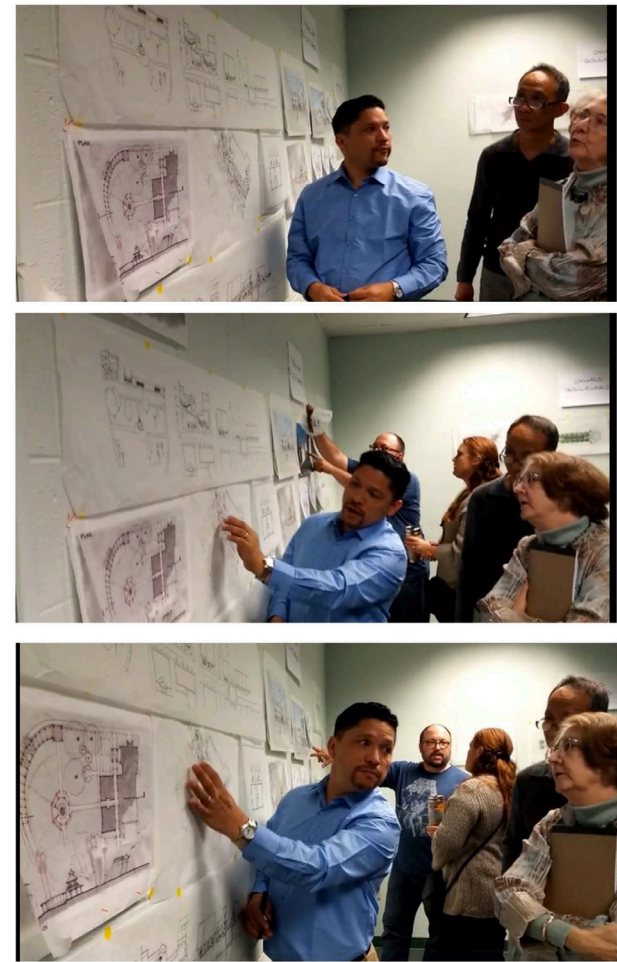
1. A comprehensive 20-year Vision Plan for Downtown Oxnard.
2. A Highways-to-Boulevards retrofit of Oxnard Boulevard with a ‘Complete Streets’ approach to connectivity and place-making.
3. Implementation Strategies with catalytic potential.
4. Defining the Downtown Study Area by identifying, mapping, and envisioning improvements within these boundaries.
5. Public dialogue and education events for all citizens on CNU principles and case studies.

The charrette gathered 20 CNU professionals from across California with experts in architecture, design, engineering, parking management, traffic, landscape architecture, development, and economics lending their experience to shape a plan that was vetted in three feedback loops with local citizens. We meet with local experts, architects, land owners, consultants, city staff, and local business owners to discuss issues, memories and expectations.

Initiating a Downtown Oxnard Charrette

In December 2015, the City of Oxnard City Manager, Greg Nyhoff, and Oxnard Community Planning Group chairman Roy Prince and local CNU member Dao Doan requested our chapter’s By-Design Charrette to provide a Vision Plan for Downtown. With funds available to begin transforming Oxnard Boulevard from a State Highway to a true Boulevard through Downtown, as well as the city’s redevelopment obligations to sell catalytic sites this year, Oxnard requested CNU-California lead an expedited yet fully engaged public process to develop an updated Vision Plan.

The process is purposely organized as an intense consecutive-day public process to provide large open discussions, small-group focused discussions, and individual interviews, fit the city’s needs perfectly. Our charrette was planned and executed on the last week of January 2016, ending on February 2nd, 2016 with a final presentation at City Council.



Ideas are vetted in public and refined over consecutive days.

Public Participation

Local citizens led several events. We held the first charrette New Urbanism Film Festival on Saturday night at the local Plaza Theater with over 100 attendees.

A pop-up studio space, led by Oneita Hirata, created a ‘Tactical Urbanism’ Art Gallery showing the works of local artist throughout the week and beyond.

Our team talked to local high school students, and local video teams documented the event to share with the community. And, we hosted over 200 visitors throughout the week learning something unique from each exchange.



The Charrette flyer was produced in both English (above) and Spanish (left) to garner greater participation from community members.



Charrette team members study the various intensities, nodes and key opportunities in the Downtown.

1.4 What We Heard

The following comments and themes were collected from 30 individual interviews conducted over the course of four weeks leading up to the Vision Plan Charrette. Interviews included elected City officials, City planning and development staff, local business and property owners and residents.

A. Public Realm Design and Function

- Oxnard Boulevard needs improvement;
- Better walkability is needed including wider sidewalks in places;
- Too dark; insufficient lighting;
- Inadequate wayfinding signage;
- Safety and security have gotten better, but still a perception of a problem;
- Parking is not distributed well;
- Which is the City's Main Street – A Street or Oxnard Boulevard (or both)?

B. Mix of Uses

- There is not enough to do Downtown, including uses that are supposed to be there;
- The best retailers are outside of Downtown;
- Need more restaurant variety;
- Live-performance theatre groups have left;
- Children's museum closed;
- There are no business class hotels (as hotels are the living rooms of cities);
- More housing is needed Downtown;



The team held internal coordination meetings each day.



The charrette team met with city leadership to solicit input.



The charrette team met with citizens to test ideas in three feedback loops to refine recommendations.

C. Development Feasibility

- Retail rents are below the cost of construction;
- Apartment rents are extremely high in the area, which should support multifamily residential development Downtown;
- Oxnard's median household income (\$61,000) is solid – about same as State's, and above the national average;
- Strong competition for retail, restaurants, and entertainment by The Collection and Downtown Ventura;
- Unpredictable, expensive investment environment (City regulation) is a disincentive to new investment.

D. Doing Business in Downtown

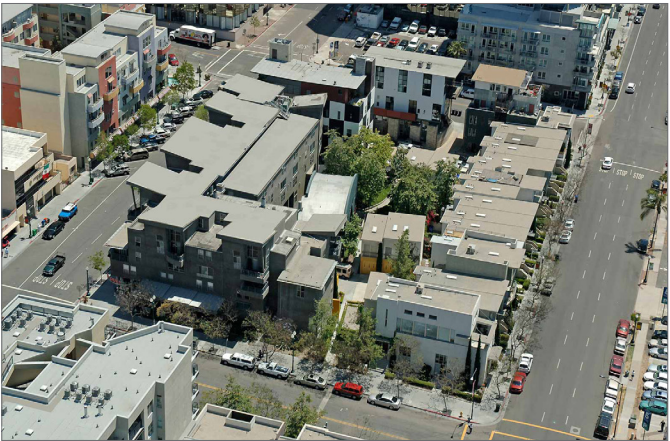
- City's actions in past (movie theatres, painting permit fees, etc.) have created unpredictability and discouraged investment;
- Slow response from City Hall when a repair request is made;
- Condition of streets and sidewalks is lacking in places;
- Homeless presence keeps some visitors away;
- Friendly establishments are welcoming to visitors.

E. Housing

- More housing downtown would be welcome and is needed;
- Some small units (300-500 s.f.) mixed into the fabric may be a good affordability strategy;
- Need for a better homeless solution;
- Shortage of rental apartments and resulting high rents suggest strong viability for such units Downtown.



New downtown Ventura mixed-use infill building.



New buildings integrated with historic buildings to add more housing in downtown San Diego.



New infill development and theater district on a State Highway in downtown Lancaster.

1.5 What We Observed

A. Downtown Walking Tour Themes and Observations

On Sunday, January 31, at 10:30 AM, approximately twenty CNU participants conducted a walking tour of Oxnard’s historic Downtown. Led by Gary Blum, Director of the Downtown Oxnard Merchants Association, the tour began at Plaza Park across from the Carnegie Art Museum and the Downtown Management Office. The group discussed near-term opportunities to refocus high-quality infill developments around Plaza Park in order to re-establish the heart of Downtown Oxnard around Plaza Park.

Heading away from the park, the tour group continued east on 5th Street, one of the City’s original east-west crosstown corridors, towards Oxnard Boulevard. In the early 1900s, this corridor primarily consisted of housing, but it was gradually replaced by commercial uses through the 1940s and 50s as major retail anchors including J.C. Penney, the General Telephone Company and the Oxnard Savings and Loan opened shop. During this time, approximately 30 buildings were demolished by order of the City of Oxnard, in the Downtown commercial district. Many of these buildings were older, dilapidated residences hastily constructed when the town was first established in order to provide worker housing. Despite the expansion of large-scale commercial buildings, Downtown Oxnard’s urban pattern and block sizes are reminiscent of its original downtown character with a lively mix of housing, commercial and retail.



CNU participants join Downtown Oxnard Merchants Association Director, Gary Blum, for a walking tour.



The Plaza Pagoda remains a key focal point of Plaza Park, the original center of the City of Oxnard.



Historic commercial and retail frontages at the intersection of 5th Street and Oxnard Boulevard. Despite the development of large department stores in the 1950s and 60s, some aspects of Downtown’s original block sizes and walkable environment remain.

Walking Tour Map



In 2005, the City of Oxnard commissioned a historic survey of roughly 400 parcels in Downtown Oxnard. The survey reviewed buildings that were built before 1960 which amounted to 253 structures – many of these buildings are still standing and potentially eligible for historic preservation.

In addition to buildings, Downtown’s public realm hosts a number of elements relevant to pedestrian-oriented design – including large-canopy street trees and diagonal parking – that can be expanded upon through future planning and development efforts. Future design efforts should also explore increased signage, wayfinding and urban design schemes that announce the presence of Downtown to passers-by traveling north and south on Oxnard Boulevard, especially from 4th, 5th and 6th Streets.

At the end of the tour, the group walked through a service alley and parking lot just north of 5th street, eventually arriving at the Centennial Plaza. By carefully identifying alleys, lots and similar spaces, enhanced mid-block crossings can enhance and increase pedestrian connectivity throughout the Downtown.

- ### B. Walking Tour Key Recommendations
1. Transform the Boulevard from worn out highway to Downtown Avenue
 2. Announce Downtown and invite people in at Palm and 3rd and Wooley
 3. Show Downtown to passersby at 4th and 5th and 6th and 7th
 4. Focus around the Plaza Park near-term effort for high-quality infill development

1.6 SWOT Analysis

Based on dozens of interviews, research and in-field studies, the following SWOT (Strengths, Weaknesses, Opportunities, and Threats) analysis highlights several the key opportunities and challenges relevant to the revitalization and design of Downtown Oxnard.

Strengths

- The strong pattern of rectangular blocks - easily walkable in size from 8th Street north - with service alleys for utilities and deliveries, allowing the streets to be renovated as very high quality pedestrian spaces.
- Relatively high volumes of citywide traffic on Oxnard Boulevard, bringing many thousands of potential Downtown visitors, customers and residents right past the edge of Downtown on a daily basis.
- The Oxnard Transportation Center - providing good quality access to the City, the county and the region - within a five-minute walk of much of the Downtown.
- Many existing Downtown businesses and property owners - both long-time and recently established - who are ready to reinvest in the Downtown, particularly if a clear strategy and plan for systematically reinvigorating it is in place.
- Political leadership who are taking a fresh look at the Downtown and the potential for it to become an important civic, cultural and entertainment hub of Ventura County.

Weaknesses

- The character and quality of the Downtown’s public realm have been compromised over many years by a combination of disinvestment, neglect and well-intentioned changes that have eroded it as a comfortable, safe, interesting place to spend time as a pedestrian.
- Most recent infill development has missed opportunities to contribute to the public realm of the Downtown through facing the streets with lively, active uses and high-quality urban frontages and architecture.
- Most of the former retail life of the Downtown has been replaced by new retail centers outside the Downtown, and some of the potential residential population for new housing in the Downtown is being accommodated in large new apartment communities in River Park and Wagon Wheel along the 101 Freeway Corridor.

Opportunities

- Probably the greatest near-term opportunity for Downtown is the recent decommissioning of Oxnard Boulevard as State Route 1 - with control of its design and operation being handed from the State to the City - in addition to the legal settlement that provided the City with several million dollars that might be allocated to its improvement from a highway to a Boulevard.
- With this opportunity to transform the Boulevard itself come new opportunities to develop “gateway buildings” at key intersections to make Downtown visible and attractive to its thousands of daily motorists.
- Well-designed incremental public/private improvements to the public realm of the Downtown - including making A Street a primarily bikable route and refreshing the Plaza Park - can help spur private reinvestment.
- With a clear new plan, vision-based development standards, and a comprehensive management strategy in place, the Downtown will be in a position to compete as one of the county’s primary art, cultural, entertainment destinations.

Threats

- Failing to follow through in adopting appropriate Downtown development standards for public and private improvements, and continuing to erode the original strong Downtown character with suburban development patterns.
- Failing to competently manage the development review process and downtown operations.



The Plaza Theater on Centennial Plaza is a catalytic entertainment investment to be supported by new residents.



Centennial Plaza is a new central public gathering space.



The Collection at Riverpark represents a competitor, a model, and lesson to be learned for downtown and the city.

2.0 Vision Plan

Congress for the New Urbanism Charter of the New Urbanism Principle #21:

“The revitalization of urban places depends on safety and security. The design of streets and buildings should reinforce safe environments, but not at the expense of accessibility and openness.”

Congress for the New Urbanism Charter of the New Urbanism Principle #23:

“Streets and squares should be safe, comfortable, and interesting to the pedestrian. Properly configured, they encourage walking and enable neighbors to know each other and protect their communities.”



Over the course of five days, based on community input, analysis and design studies, the Charrette Team outlined a vision for the future of the Downtown emphasizing a human-scale, pedestrian-oriented, safe, comfortable and interesting public realm, and market-driven, vision-informed infill and economic development.

As a bridge between these simply expressed objectives and appropriate Downtown development standards and action plan, the Team focused on illustrating a range of forms, scales and types of infill development and public space improvements that have the potential - if systematically pursued - to deploy available market support to build the Downtown the community hopes to have, one project at a time.

Successful revitalization of town centers always depends on focus, to ensure that each new increment of investment and improvement is connected to and building value with other nearby, coordinated improvements. Accordingly, this vision plan focuses on the 7 Big Ideas that emerged from the Charrette, listed to the right and described and illustrated in the following pages.

- Section
- 2.1 Transform Oxnard Boulevard
 - 2.3 A Street
 - 2.4 Colonia Rd | Bicycle Connectivity
 - 2.5 Plaza Park Infill Development
 - 2.6 Arts Hub
 - 2.7 Infill Development
 - 2.8 Parking Strategy

2.1 Transform Oxnard Boulevard

A. Rethink the Boulevard as a Public Space

Oxnard Boulevard has always been much more a highway than an urban boulevard. From the beginning, Oxnard Boulevard and First Street were primary roads connecting Oxnard to the region, built parallel to the railroad as was the common pattern in California railroad towns. As State routes were established to connect California’s growing communities, Oxnard Boulevard was designated as State Route 1, connecting southward toward the coast and Santa Monica.

At Five Points - originally six points - South Oxnard Boulevard curved northward into the south end of A Street, Downtown’s original and enduring “main street”, with the boulevard itself dedicated to through traffic and truck traffic, managed and operated by Caltrans. Accordingly, previous plans for the revitalization of the town’s historic core saw little hope of its contributing much to the character and quality of Downtown.

With Caltrans’ decommissioning of the Boulevard, as the Route 1 designation shifted eastward to Rice Avenue, the City for the first time has the authority to rethink its central artery, and with a multi-million dollar lawsuit settlement City has some resources to begin to implement improvements.

The OCCTIP Study commissioned by the City in 2015 has identified a range of possibilities for the Boulevard, and the Charrette team has developed the OCCTIP recommendations for its Downtown stretch - at least 3rd Street to 7th and perhaps on to 9th or Wooley - to propose:

- Narrower, more attractive medians replacing the current armored “anti-tank” medians;
- On-street parking for businesses and to provide a buffer between traffic and pedestrians;
- New street trees in parking lane planters, freeing up the entire 10 foot sidewalks for pedestrians;
- Retain the existing two vehicular lanes northbound and southbound, as vehicular volumes are two high for one lane each way;
- Yet narrowing the travel lanes to 11 feet, which should help moderate traffic speeds and allow the right-hand lane to be shared with fast, skilful bike riders, and with A Street improved for less adventurous riders.



a Existing Condition: Two very wide, fast vehicular lanes northbound and southbound, armored raised medians with Australian Paperbark trees, no on-street parking, and sidewalks in most cases either obstructed and lifted by very large Ficus trees or lacking street trees entirely.



Key Plan

Oxnard Boulevard Transformation



Phase 1: Street Reconfiguration: Narrower vehicular lanes support slower speeds and, counter-intuitively higher volumes, of traffic.



Phase 2: Potential Mixed-Use Infill Development: Ground floor retail has a much better chance of success, with on-street parking and wider, more comfortable pedestrian spaces on the sidewalks.



Phase 3: Mixed-Use Infill up to 5 Stories: New taller buildings might be set back an additional 10 feet, providing 20 foot sidewalks, as found in many of the most successful, mature downtowns in the country.

2.1 Transform Oxnard Boulevard (continued)

B. Greet Visitors with New 3rd St Gateway

The Third Street bridge is perhaps Downtown's largest piece of infrastructure, providing much needed safety improvement and allowing the construction of the Oxnard Transportation Center and its train platform, but disrupts the simple downtown street pattern and does not make any particularly positive contributions to the design character of the Downtown.

Yet the bridge marks the north entry to the heart of Downtown, forming literally a "gateway" through which visitors enter. With the addition of some simple graphic devices and signage, it can provide a strong branding and identity statement that you have arrived in Downtown. An illustration of one possible design it provided on the right, with a landscaped median extended northward from the bridge, with palms in it and on both sides of the street to emphasize this important gateway.

The open space on the right, immediately north of the bridge, is the parking lot for the Oxnard Public Library, and a wide area that could be landscaped abuts the Boulevard. As travel speeds on the Boulevard are moderated, a direct entry to the library (either in-only or right-in, right-out) might be added, giving the library a new address on the Boulevard.

At the scale of the pedestrian, a stair from the bridge descends to the ground on the left (east) side of the Boulevard, and additional landscaping could make this a more pleasant route for pedestrians. Some potential for a mid-block crosswalk - with appropriate striping, lighting and signals - may also exist here, connecting the train station, the library, and the bridge.

A sidewalk might also be extended from the library along the north side of the library parking lot, so a potential outdoor dining area that could be developed if the existing auto service building were to transition to retail or restaurant use in the future. Casual observation of the library parking lot suggests that it is rarely full, particularly in the evening, and higher levels of activity here might be possible if that parking could be shared with new businesses.

Finally, simple paint and signage improvements to buildings here could add a great deal to the image of Downtown, as they could all along the Boulevard.



a *Connect the Library to Oxnard Blvd: This crosswalk at the main entry could be extended to the east along the north side of the library parking lot, to Oxnard Boulevard..*



Key Plan

3rd Street Bridge - Gateway Transformation



Existing Condition: The 3rd St Bridge over crossing Oxnard Blvd provides a unique opportunity for gateway graphics and elements to alert and direct southbound travelers to Downtown.



Add Gateway Elements: New graphics, signage, and landscaping transform the 3rd St Bridge into a sculptural gateway, announcing entry to Downtown. A new driveway provides additional access to the Oxnard Library's Parking lot on the left, masked by a new landscape wall.



Catalyze long-term change: Over time, infill and retrofit development will transform Oxnard Blvd, extending Downtown's character outward for future growth opportunities.

2.1 Transform Oxnard Boulevard (continued)

C. Define Gateways at 4th, 5th, 6th and 7th

With Oxnard Boulevard finally under the City’s control, the strategy for using it as an effective conduit to bring increasing numbers of visitors, shoppers, employees and residents to Downtown is as simple as one, two, three:

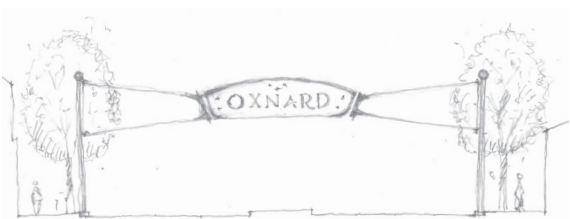
- 1. Bring large numbers of motorists through Downtown on the Boulevard every day: Done, they’ve been driving past for decades.
- 2. Make the Downtown boulevard look, feel and function like a Downtown boulevard, so that motorists understand that they are in Downtown, not just driving : See page 2.2, above.
- 3. Create a series of very clear, attractive gateways - at the north and south ends of Downtown and at each of several key cross streets - that bring Downtown buildings and activity right out to the Boulevard to greet visitors.

Although 4th Street is the first available entry to the Downtown core for southbound motorists - and the pedestrian link from the core to the Oxnard Transportation Center - its intersection with Oxnard Boulevard is surrounded by surface parking lots, conveying no sense that one has arrived in a successful city center. The colored perspective drawing on the right illustrates how high quality mixed-use buildings could be built on all or most of those corners to extend the Downtown environment out to the Boulevard.

The drawing below illustrates a potential 3-story building at the corner of the Boulevard and Fifth Street, with the existing drug store perhaps on the ground floor and new housing above.

As buildings along the Boulevard are intensified, the surface parking lots between the corner lots can be converted to parking structures, designed with high quality architecture or liners of habitable space facing the Boulevard.

Gateway signage and landmark elements can further enhance these important Downtown entry points, but are no substitute for fine buildings, businesses and residents, and an active pedestrian environment.



Existing Gateway / Branding: Existing Downtown gateway signage and a concept to suspend a similar graphic across the street at key downtown gateways. Image by Roy Prince

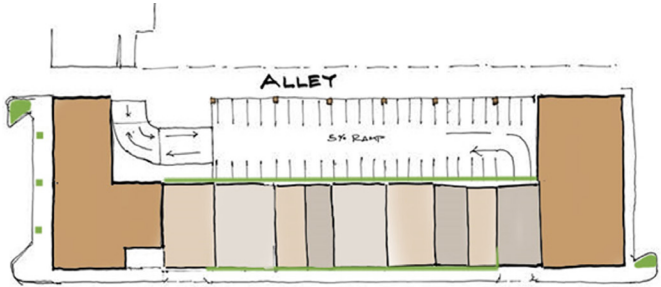


Key Plan

Vision Oxnard Redevelopment



Gateway Infill Development: New gateway buildings at the corner of Oxnard Blvd and 4th St (perspective is looking west toward Plaza Park) establish a strong presence on Oxnard Blvd, extending Downtown eastward.



Parking Liner (above & below): As infill development occurs, parking structures may replace the surface parking lots along Oxnard Boulevard. Such structures should be designed to present an attractive appearance to the Boulevard. One option would be an urban building facade, with retail shops on the ground floor and parking decks above.



Gateway Infill Development (above): New gateway buildings at the corner of Oxnard Blvd and 5th St (perspective is looking west down 5th St).



2.2 A Street: The Main Street of Downtown

A Street has always been the primary retail street of Downtown and is expected to remain so. In its early days it had the advantages of direct access from Five Points, and not having to compete with dozens of newer, suburban shopping centers for Oxnard’s customers.

It hit a low point when the 1960s Gruen Plan for Downtown - to turn almost the entire downtown core into a pedestrian mall - was partially implemented by closing A Street to vehicular traffic and building a variety of shade structures and pools within the right of way. Like hundreds of other “downtown malls” around the country, that experiment failed completely and over the course of two successive improvement plans it was restored to a simple commercial street with angled parking.



Public Frontage Character: describe

And as the Downtown moves to a new level of success and vitality, there are additional opportunities to bring people, activity and a cooler Downtown character to A Street. Making it the primary bike boulevard of the Downtown is such an opportunity, including the following recommendations:

- 1. The curbs in the angled parking blocks south of 3rd Street were designed so that parking could be either “front in” or “back in”, depending on how the striping is painted. While unfamiliar to many, back-in angled parking is in many ways easier and safer to use, primarily because one does not need to back out blind into traffic upon exiting a space. This configuration widely understood to be far safer for bicyclists and simple re-striping (which could be done in one or two blocks on a test basis) could allow A Street to be designated a “bike boulevard” with “sharrow” symbols on the pavement.
- 2. In the blocks north of 3rd Street up to Deodar, the street is wide enough that Class 2 bike lanes could be striped, replacing the central continuous turn lane and narrowing the vehicular lanes to 10 feet. This would generate lower vehicular speeds and make A Street a safer, more comfortable bike route for residents of nearby neighborhoods - and existing and future residents of the Downtown - to use to access the Downtown.
- 3. “Bike corrals” for parking bikes without blocking sidewalks can be simply constructed adjacent to the existing mid-block crosswalks and planters.



Key Plan

‘A’ Street Transformation



a Existing Condition (north ‘A’ St): North of 3rd Street, A Street is a very wide two-lane roadway, generally lacking street trees and pedestrian activity.



b Existing Condition (‘A’ St Downtown): Two travel lanes and angled parking have been restored to A Street south of 3rd, but more business activity and street beautification are needed.



a A Street (Deodar Ave to 3rd St): New bike lanes (either colored green as shown or simply striped with white paint) along with new street trees in existing empty tree planters, new pedestrian-scale street lights, and new mid-block crosswalk with curb extensions and palm trees to mark the crossing. Such improvements could surely be made in phases, as funding allows.



b A Street (3rd St to 7th St): Back-in angled parking, landscape enhancements at mid-block crosswalks, bike corrals, and parklets can all add life to A Street’s retail environment.

2.2 A Street: The Main Street of Downtown (continued)

With its traffic and parking restored, A Street once again has a chance as a successful main street, but still has a somewhat vacant character. Clearly the main solution to this challenge is more customers, more successful business, and more downtown residents. Design cannot make that happen, but it can help. Simple, feasible measures that can help to accelerate the cycle of business improvement and reinvestment in the physical environment include:

- 1. Replace the dead and dying geraniums in the mid-block planters with new plantings that require less water and are more striking and attractive.
- 2. Allow businesses the option of placing “parklets” in the parking spaces in front of their shops. These devices act essentially as “sidewalk extensions”, providing generous amounts of room for outdoor dining that the existing 10 foot sidewalks cannot support.
- 3. Add curb extensions (bulb-outs) at cross street intersections - particularly 4th, 5th, 6th and 7th - to shorten crossing distances for pedestrians on A Street, and provide additional opportunities for attractive landscaping. As the intersections of Oxnard Boulevard and these streets are the first clue that there’s a downtown here, these intersections are their introduction to A Street as its primarily retail and restaurant street.
- 4. Infill development and shopfront renovations should include large, clear glass display windows that provide pedestrians with clear views of retail displays and restaurant interiors. Shopfronts with recessed, tinted or reflective glass - of which A Street has quite a few - block pedestrian views of displays and interiors and add to the “dead look”.
- 5. Simple canvas awnings that project out over the sidewalk are by far the best way to shade shopfront glass from the sun, while also reducing the glare that can prevent pedestrians from being able to see inside. Stubby little awnings - particularly shine plastic ones and curved profiles with signage on them - do not perform that function well and contribute to a “cheap strip mall” aesthetic that A Street really doesn’t need.



Existing Condition: The landscape of A Street is minimal and not well maintained. The mid-block jacaranda trees are lovely, but the ground plants could be very easily improved. The queen palms are far less than ideal street trees.



Key Plan

‘A’ Street Infil & Transformation



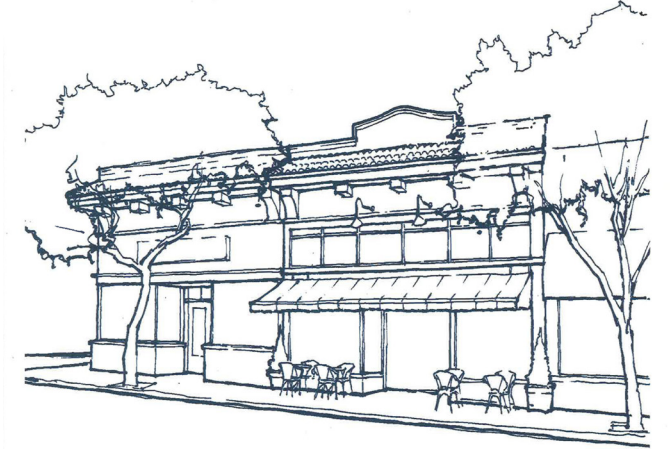
Recommendations: Plant the mid-block planters with snappy, drought tolerant landscaping with interesting forms, colors and textures. Re-stripe the crosswalks with high visibility “zebra” striping, and allow merchants and restaurants to install parklets in parking spaces in front of their business.



Add parklets for enhanced sidewalk dining: Parklets can offer very comfortable dining spaces in front of existing restaurants without blocking the pedestrian way for other businesses and strolling shoppers. They also help to slow traffic by bringing people near travel lanes in a protected environment, which in turn reduces noise levels to further improve the pedestrian and dining environment.



Infill Vacant Parcels: Infill development with large, simple shopfront windows and awnings to shade the glass reflect Oxnard’s heritage.



Infill Vacant Parcels: Shopfronts with transom windows above the awnings bring daylight into the interior.

2.3 Colonia Road | Bicycle Connectivity

To the north of the recommended 3rd Street bridge and library gateway, Deodar Avenue and Palm Drive offer a different type of gateway to A Street. They were originally configured as the northerly access to A Street, mirroring the South Oxnard Boulevard straight shot into A Street at Six Points (now Five Points). The 1993 Downtown District Master Plan recommended enhancing these existing assets to provide another way to entice motorists to enter the Downtown, and that is still a good idea.

And there is an additional opportunity at this location. Immediately to the north of Deodar is Colonia Road, and connecting from Oxnard Boulevard to A Street and aligned with Colonia Road is a largely unused public alley. This looks like an opportunity to address, in a small way, the long-standing perception, and reality, of a lack of connection between the La Colonia community on “the wrong side of the tracks” and Downtown Oxnard and it’s historically more advantaged neighborhoods. We recommend the following:



Existing Condition: The intersection of Oxnard Boulevard and Colonia Road look like exactly what it has historically been - a road for trucks to get to and from packinghouses and the gateway to the poorest neighborhoods of Oxnard. It can be transformed to be a beautiful pedestrian and bicycle connection from a neighborhood with many pedestrians and bicyclists to the rebounding city center.



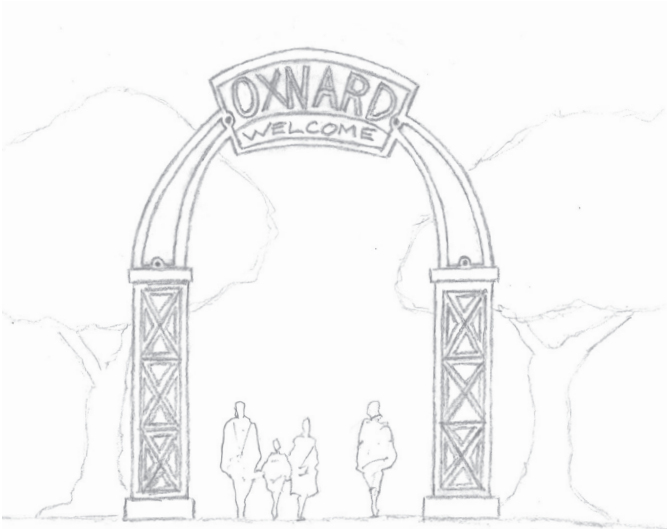
Key Plan

1. Extend the Class I bikeway on the east side of Oxnard Boulevard and the railroad from it’s present southerly terminus at the future Camino del Sol, to Colonia Road. This would require a right of way agreement with the railroad and/or owners of the adjacent packing house property.
2. Construct a two-way cycle track along the north side of Colonia Road from the Class I bikeway to Oxnard Boulevard, expand the crosswalk there to include bike lanes to the west side, and improve the unused alley as a multi-use trail from Oxnard Boulevard to A Street.
3. Modify the curb extensions and improve the crosswalk at A Street to connect the alley trail to new Class II bike lanes on A Street, connecting south to Downtown.
4. Optionally, improve the landscape and signage in the curving sections of Deodar and/or Palm, to make it plain that these are gateways to Downtown Oxnard. There are many routes to Downtown, and making them appear more promising to passersby on the Boulevard may be the most effective single strategy for revitalizing the Downtown.

Colonia Rd Bicycle Connectivity to ‘A’ Street



Recommended Linkage: The Class I bikeway on the east side of the UPRR is extended south to Colonia Road, a two-way cycle-track connects to and across Oxnard Boulevard, and the existing alley to A Street is landscaped and paved as a multi-use path for pedestrians and bikes. This connects to new Class II bike lanes on A Street, and onward south to Downtown. The alley east of A Street could also be improved as a better access to Wilson Park. And, link these recommendations with Existing and Planning City-wide Bicycle and Pedestrian Facilities.



Gateway Elements: A simple gateway device could transform an unused alley to a signpost for Downtown.

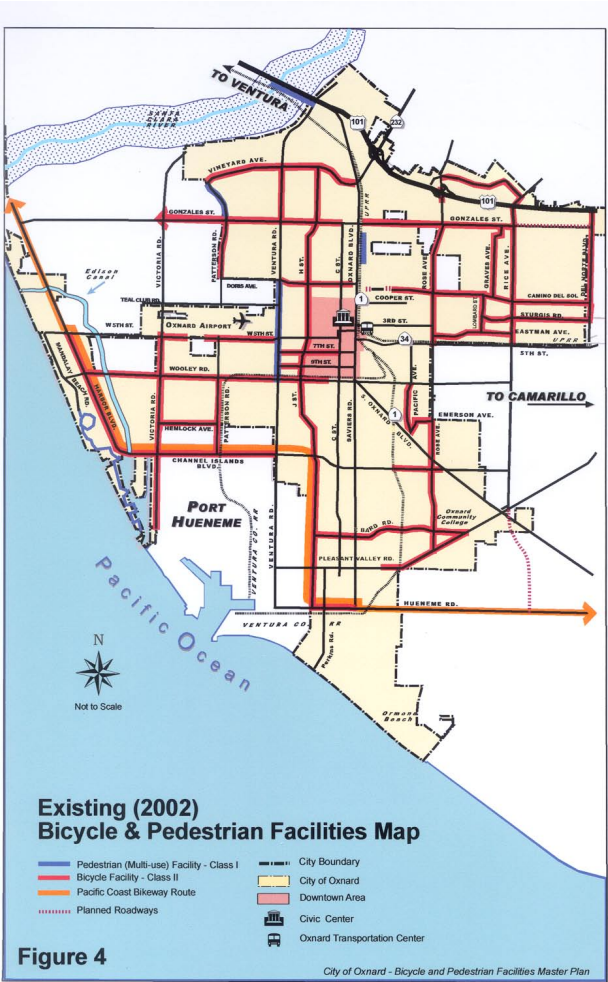
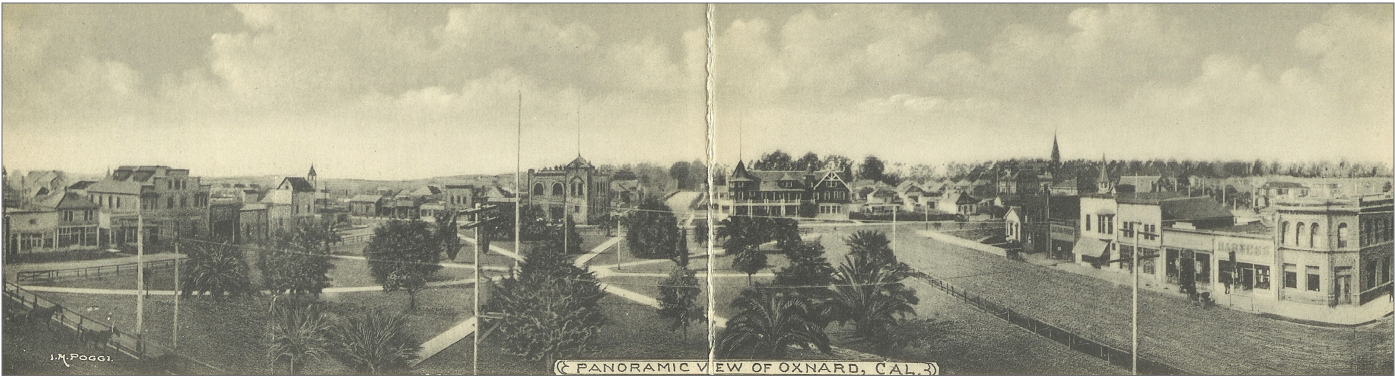


Figure 4



Plaza Park, Circa 1906

2.4 Plaza Park

The Plaza Park has unquestionably been the heart of Oxnard and the heart of its Downtown from the town’s beginnings until now. The two most distinctive structures in Oxnard - the pagoda built by grateful Chinese workers, and the Carnegie Library built in 1906 with a grant from the Carnegie foundation and local fundraising - grace the park, which serves as the location for many of the city’s important special events throughout the year.

In a 1993 public design Charrette - conducted in a tent in the park - a distinguished team of urban planners prepared a master plan for the park, shown on the right. A number of possibilities for the park were explored during this 2016 Charrette, but for the most part the team’s recommendation for the park remains to just complete the 1993 master plan.

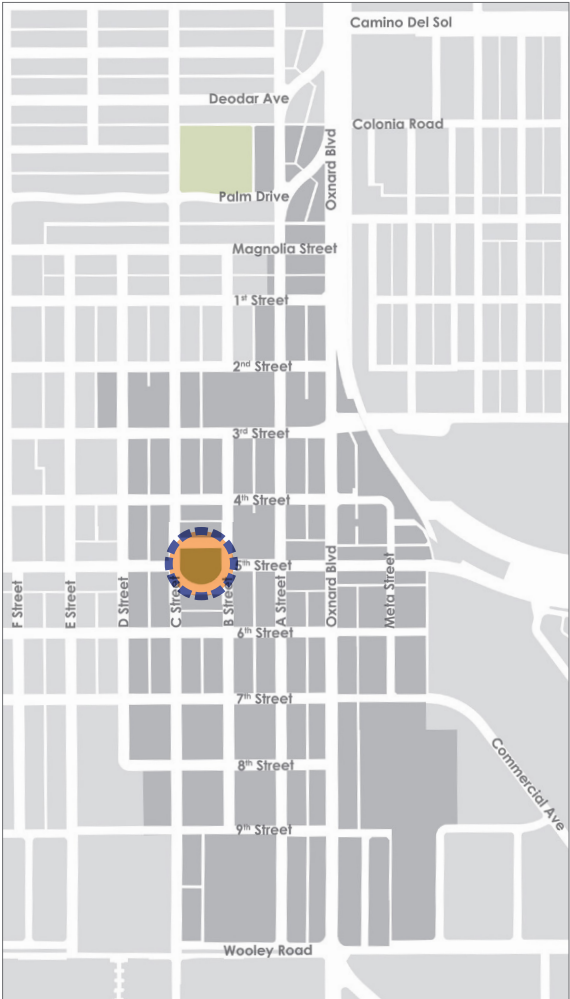
Recommended improvements completed in 1996 include:

1. Removing the flat roofed public restrooms and drained reflecting pools, the only other piece of the disastrous Gruen Plan for the Downtown that was built, aside from the A Street Mall, since removed;
2. Round off the south edge of the park to allow two-way Fifth Street traffic to flow smoothly around the park, relieving the intractable congestion that the original (beautiful) square shape engendered.
3. Converting the branch of Fifth Street along the north side of the park to a parking lot.

Since that time the Park has been used as the venue for the farmers market, the Strawberry Festival, Salsa Festival, food truck nights, and many other events.

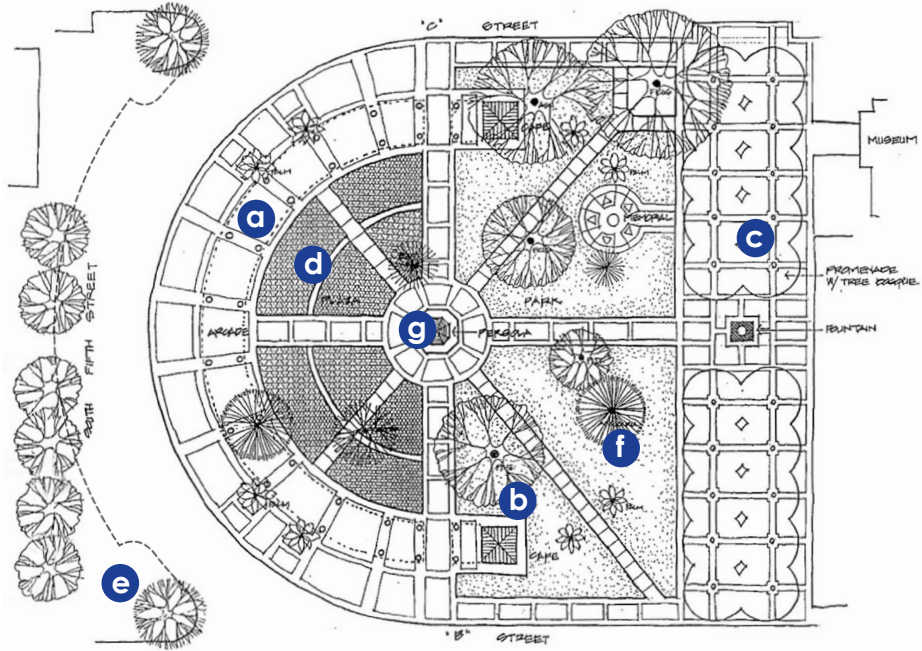


The Pagoda adds a focal point to Plaza Park.



Key Plan

Plaza Park Enhancements



1993 Plaza Park Master Plan

Plaza Park Enhancements: The basic recommendation is to complete the 1993 Park Master Plan.

- a New Colonnade/Pergola
- b Small Flexible Pavillions/Kiosks
- c Repaved/Landscaped Parking Plaza
- d New Hardscaped Plaza
- e Sidewalk/Corner Plazas
- f Existing Park
- g Existing Pagoda

Recommended improvements not yet built include:

- a. A curving colonnade around the south edge of the park, providing spatial definition of the new semi-circular form of the park, and a gracious shaded walkway that can anchor the farmers market and other public events in the park.
- b. Small, flexible kiosks at the north ends of the colonnade, providing beautiful location for sales of coffee, cold drinks, tacos, flowers, newspapers, or other merchandise. These could be either permanent or temporary uses of such kiosks, providing the opportunity for refreshment or entertainment within the park itself.
- c. Paving the parking area along the north side of the park as a “plaza”, as originally recommended rather than cutting off the park from the Carnegie Library with an asphalt parking lot.
- d. Paving (perhaps with decomposed granite and/or concrete pavers) the southerly half of the park as a true “plaza”, which in addition to providing a good surface for public events would recognize the increasingly urban character of the Downtown and Anglo/Hispanic traditions of California towns.
- e. The configuration of curbs and sidewalks on the south side of Fifth Street was based on traffic engineering requirements of the early 1990s,

and, in addition to being quite unattractive, unnecessarily favours vehicular traffic at the expense of pedestrians. We strongly recommend that this be corrected, as follows.

- The original, simple design, above, anticipated angled parking along the existing straight curbline. That evolved into awkward triangular “porkchops” so that large vehicles could make free-right turns from northbound C Street to eastbound Fifth Street, which we believe is completely unnecessary.
- Buses coming north on C Street can turn east onto 6th Street or 4th Street, the latter being the direct route the Oxnard Transportation Center. Large trucks can do the same. Oxnard only has one Plaza Park, and the properties to the south should have the strongest possible connection to it.
- As an alternative to the original design, a design with a curving south curbline and parallel parking could also be considered, which could provide corner plaza spaces for more landscaping and/or outdoor dining areas.

2.5 Plaza Park Infill Development

In its heyday in the 1920s, the Plaza Park was surrounded by fine, multi-story brick buildings and was a center of Oxnard’s commercial and civic life. Some buildings were lost to fire - the iconic Oxnard Hotel on the northwest corner of Fifth and C - and others were lost to redevelopment later on.

The Charrette team and participants strongly agreed that surrounding the park once again with multi-story mixed use buildings - with ground floor shops and restaurants and housing on upper floors - would be the best way to re-center the Downtown and the City on the Plaza Park. The primary characteristics envisioned for these buildings include:

- Tall ground floors - typically 18 to 20 feet from ground to second floors - to provide tall windows and high ceilings for ground floor spaces.
- Large canvas awnings - or second floor balconies - to shade south, west and east facing shopfronts.
- Simple, elegant architecture, whether brick, Mediterranean or modern in character.
- Sidewalks as wide as possible, including the repaved north plaza at the Park, and a widened, reconfigured sidewalk and corner plazas along the south side of Fifth Street.
- Active ground floor uses fronting the Park.

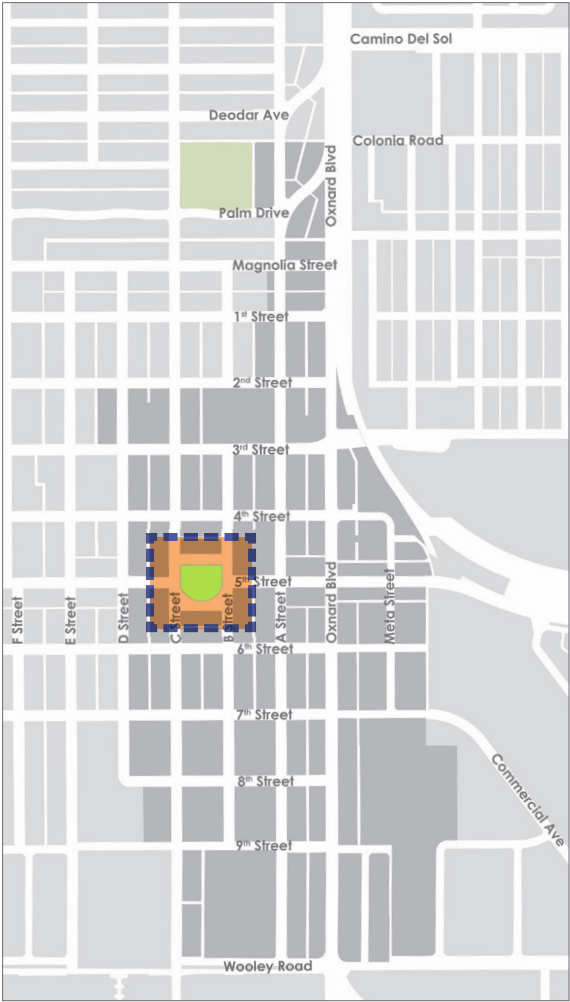
The 1993 Master Plan recommended a strategy of recruiting the finest restaurants in town, representing all of Oxnard’s many ethnic communities, to surround the Park with a “Downtown restaurant row”. We believe this is still a good idea.

As food culture continues to gain importance in American culture, diners travel from Ventura and Santa Barbara counties to Los Angeles and the San Gabriel Valley in search of fine East Asian, Mexican, Indian, Pacific Island, and other cuisines. Oxnard already has many fine restaurants of these cultures, but sprinkled around town in strip malls. If they were organized around the Plaza Park as a dining event, they could have the potential to regularly draw visitors from a very wide trade area.

Such an emphasis on food would be in addition, not in lieu of, and emphasis on the arts, as described on the following pages.

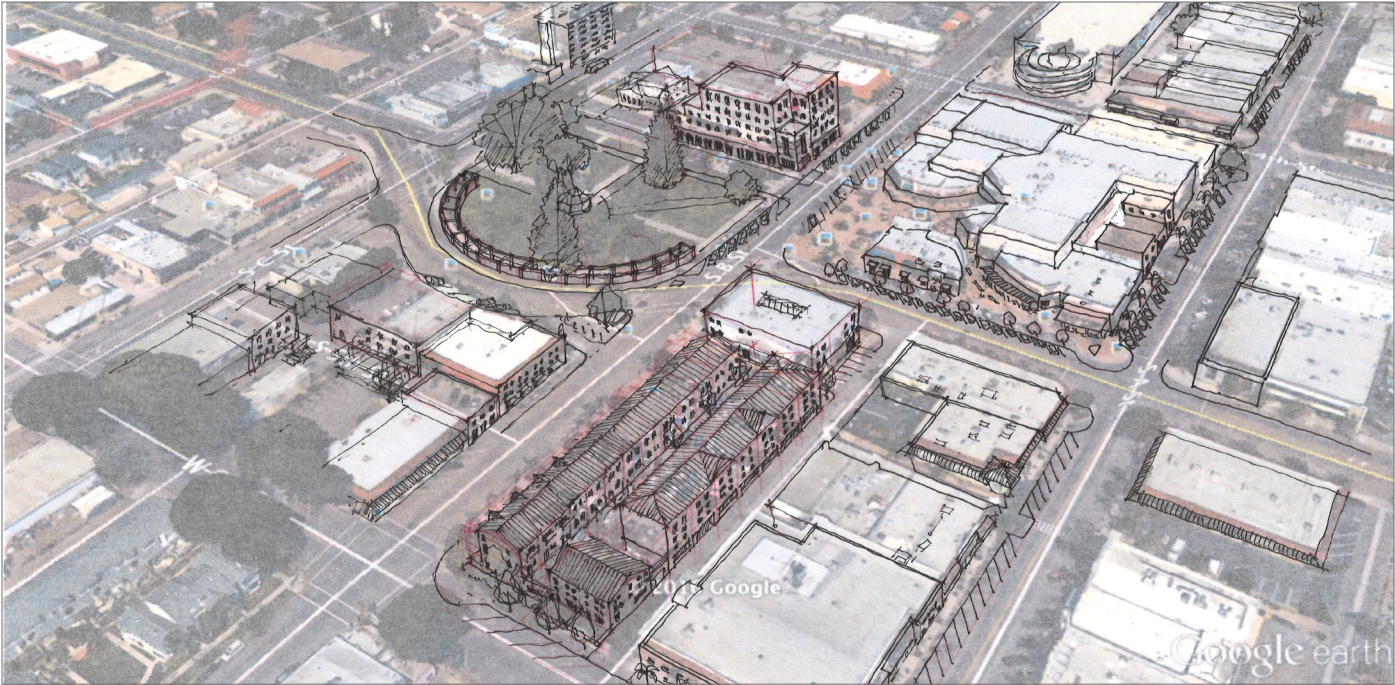


Existing Condition: Aside from the Carnegie Library Museum, the Park is for the most part surrounded by undistinguished one-story buildings. This is both a liability and an asset - the latter because the structures represent a relatively small fraction of the real estate value, making their replacement with good quality, multi-story, mixed-use urban buildings relatively feasible.

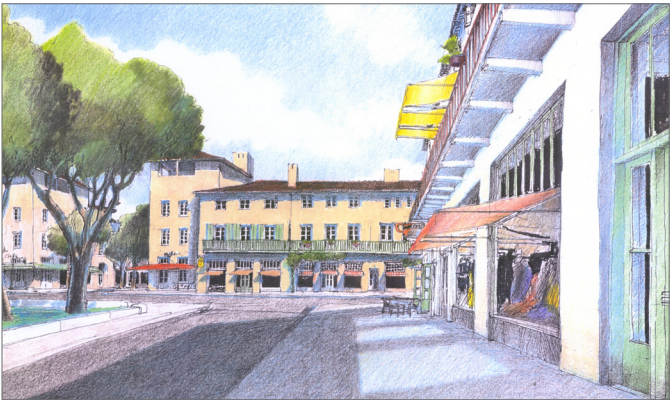


Key Plan

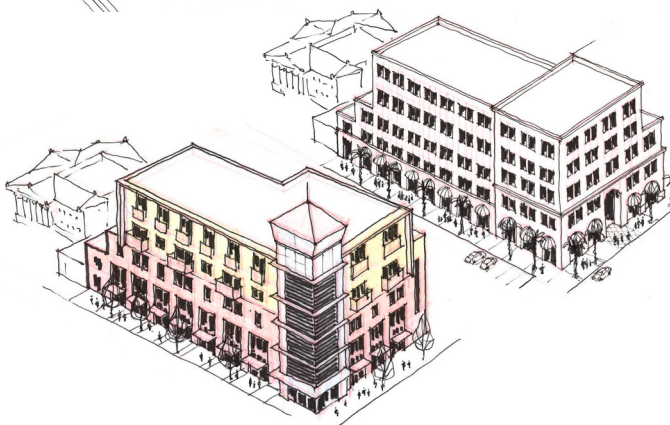
Plaza Park Infill



Infill Development around Plaza Park: describe



Park-fronting development: Original pattern of development.



Infill of different Forms & Characters: Simple mixed-use buildings with tall ground floors

2.6 Downtown Art Hubs

Successful economic revitalization models promote the role of art hubs in stimulating innovation and spearheading re-investment. Downtown Oxnard has an opportunity to attract development dependent upon an arts culture. Restaurants, art galleries, theaters, and museums promote and thrive on art hubs.

Because downtown currently has a thriving fine art, film, music and graphic art core who volunteered en mass during our charrette this is not intended to be a silver bullet. These local film makers, photographers, illustrators and patrons who participated in the charrette made the pop-up art gallery and movie night events central events in the public engagement process. Artist already inhabit downtown and are risk tolerant pioneers creating an opportunity to invite others to experience the urban vitality downtown brings a city. They will need homes, shops, and third-spaces to showcase its local talent.

Downtown provides places, spaces and the opportunities to exhibit and display artists and artisan work. The establishment of an Art Hub should be anchored around Plaza Park, the Carnegie Art Museum and Centennial Plaza's Plaza Theater to support arts and innovation.

Recommended policies include:

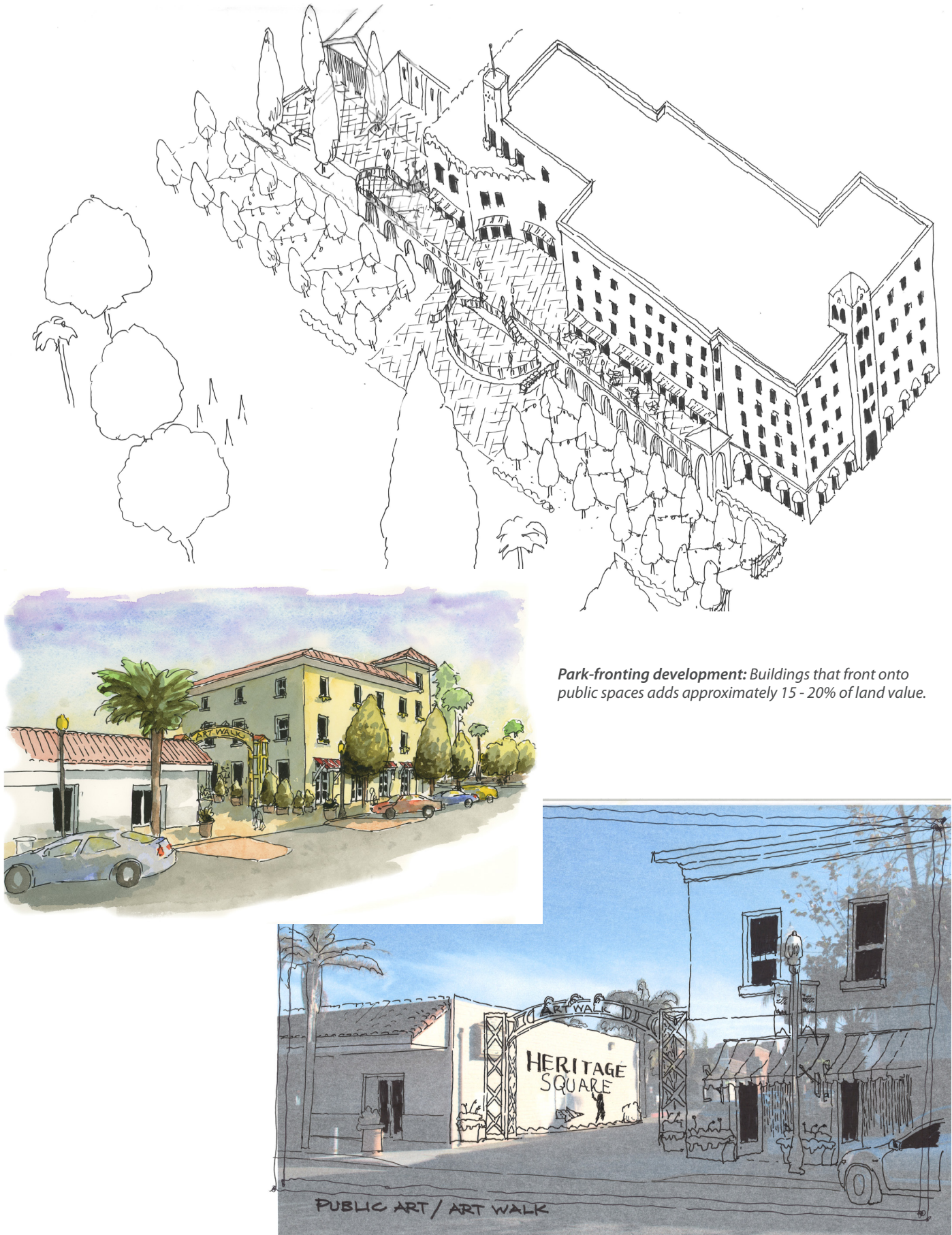
- 1. Formalize, fund and appoint a 'Downtown Arts Hub Liaison' to mediate, coordinate and advocate for resources dedicated to the arts between City's Cultural Arts Commission and Downtown Management District and the City of Oxnard.
- 2. Build upon and connect downtown's diverse collection of restaurant hubs to explore opportunities for patrons to experience and explore the arts districts in Heritage Square, Plaza Park, and Centennial Plaza.
- 3. With its proximity to Los Angeles' film industry, continue to coordinate and target local film and video production and education opportunities with the city's Economic Development Corporation Film Coordinator and Permits.



Carnegie Museum faces C Street



Create new facade facing the Plaza Park..



Park-fronting development: Buildings that front onto public spaces adds approximately 15 - 20% of land value.

2.7 Infill Development

Building Types and Massing

As part of the 1991 Plaza Park Master Plan, a draft form-based development code was prepared for the entire Downtown area. We believe this existing code is still valuable as inexpensive and responsive tool to guide future development regulations. It recommended that infill development be based on a number of traditional urban building types and frontage types, and provided a “regulating plan” that assigned those types to each block and street. A “shorthand” way of describing recommendations for the basic scale and massing of buildings, and the design of their frontages that connect them to and define the character of the streetscapes. The recommendations provided and illustrated in this document are for the most part the same as those included in the 1991 code and should provide a head start for preparing new development standards and design guidelines to implement the community’s vision for the Downtown.

Building Types and Massing

For most of the Downtown core area - surrounding the Plaza Park, A Street, Oxnard Boulevard, and 4th, 5th, 6th and 7th Streets from Oxnard Boulevard to B Street - the recommended building type is the classic small-town mixed-use building from one to 4 stories (or more, as enabled by parking) in height, and tall (at least 15 feet) ground floors. The recommended frontage type is the shopfront, with tall, clear glass windows and awnings to shade the glass. At residential frontages stoops and shallow dooryards provide the requisite degree of privacy. Simple and elegant would be the two words to describe the architectural design intent for these buildings. The illustrations on these pages provide examples of simply composed facades - generally emphasizing the vertical - classically proportioned door and window openings, executed with good quality materials that age gracefully, detailed thoughtfully and with restraint.

Infill development: Small scale infill development will be in addition to the proposed Plaza Park development at Arts Hub.



Infill development: To maintain current values and potentially raise them, downtown redevelopment should respect historical patterns, precedents, and boundaries.



2.8 Downtown Parking Strategy

A. 2009 Downtown Oxnard Mobility and Parking Management Plan Highlights

A *Mobility and Parking Management Plan* was developed to help the City accomplish the following goals:

- 1. Ensure good access to the Downtown by all modes of transportation;
- 2. Provide circulation through and around the Downtown for longer distance travellers;
- 3. Maintain functional, beautiful and pedestrian-friendly streets that will support strong retail life;
- 4. Make best use of existing transportation assets as catalysts for economic development; and,
- 5. Maintain sufficient parking for downtown visitors and employees, with a realistic and effective plan for operating and managing that parking.

This plan is intended to function as a “consensus blueprint” that will allow City staff to manage parking to achieve the dynamic vision called for in the *2030 General Plan* and provide a transportation plan that will effectively manage future downtown growth.

In addition, the *Mobility and Parking Management Plan* is designed to provide an economically efficient transportation plan for Downtown Oxnard. This efficiency is important not only for the actual cost of generating and maintaining transportation resources, but also for the economic development that can be facilitated by a well-planned system. Other cities facing similar circumstances as Oxnard, have used parking policies and management to spur economic growth.

Parking supply and utilization was analyzed separately within six districts of the Downtown: Civic Center, Plaza Entertainment & Arts, A Street Retail, Transportation Center, South of Seventh Street, and Meta Street. A total of 2,833 parking stalls are located within the study zone: 962 on-street and 1,871 off-street. To evaluate parking occupancy, parking occupancy counts were taken from 7 am to 9 pm on Thursday, Friday and Saturday, October 25-27, 2007.

Total occupancy counts show that at the busiest period (Thursday, 11 am – 1 pm), just 54% of the Downtown parking supply was occupied, with both on and off-street spaces showing roughly the same percentages of spaces occupied (54% and 55% respectively). At this peak hour, 1,297 of the 2,833 spaces in the Downtown parking supply were vacant.



Diagonal parking is a strategy that provides ample convenient parking for shops and restaurants on a commercial street while contributing to a pedestrian-oriented street.

Based on the on- and off-street occupancy counts, there is more than enough parking supply overall to meet existing demand. Target occupancy rates of 85% and 90% are effective industry-standards for short-term (two hour or less) and long-term spaces, respectively, so with a current peak occupancy rate of 54%, the system has substantial excess capacity. However, because the most convenient, front-door parking spaces (the spaces that new visitors and customers see immediately upon arriving) are consistently full at peak hours, the perception may easily arise that an overall parking shortage exists.

The key conclusion that we draw from these occupancy counts is that the most convenient on-street parking spaces are routinely filling up, often with employees’ cars, even as less convenient lots and structures sit mostly empty. The problems that this situation may cause, in terms of both a lack of convenient customer parking and the perception of an overall parking shortage, cannot be solved by building additional parking spaces. Instead, improved management is required to shift some parking demand, particularly long-term employee parking demand, from the most desirable front-door spaces to the currently under-used structure and parking lots nearby.

B. Policy Recommendations

By supporting economic development in Downtown Oxnard through parking management, the Plan simultaneously addresses several of the concerns raised by community stakeholders. During the stakeholder process, concerns were expressed on several fronts. Stakeholders expressed the desire to provide a safe, customer-friendly atmosphere, and specifically to:



The Downtown Oxnard Parking Structure, at the corner of 4th and B Streets, provides 440 spaces just north of Downtown.

- Improve Downtown’s image through the intensification of both commercial and residential uses.
- Attract additional retail to continue Downtown’s progress on revitalization and establish Downtown Oxnard as a destination.
- Reduce the length of the development process and remove obstacles to new development and reuse of existing buildings.
- Provide better signage, traffic circulation and gateway treatments to make.
- Downtown Oxnard more visible to travellers on Oxnard Boulevard, and easier to reach.
- Address perceived safety concerns for downtown customers, particularly at night.
- Provide funding for a more visible, active on-street police presence.
- Provide funding for the continuance of improved lighting, upgraded landscaping, better signage and enhanced streetscapes.

This plan recommends eight measures to help resolve these stakeholder concerns, manage downtown transportation and stimulate economic activity.

Recommendation 1: Pursue a “Park Once” Strategy

Adopt a “Park Once” strategy for the Downtown Plan area by (a) operating as many parking spaces as possible in a common pool of shared, publicly-available spaces and

(b) encouraging existing private commercial parking to be shared among different land uses and available to the public when not serving private commercial use. This strategy should be implemented via the following policies:

- 1. Prohibit or discourage private parking in new development (except for residential spaces). Instead, make public parking lots available to downtown shoppers and employees, and (when more exclusive parking arrangements are necessary) lease spaces in nearby public lots and structures to private businesses, for the particular hours and days of the week when the reserved parking is actually required.
- 2. Purchase or lease existing private parking lots from willing sellers, and add this parking to the shared public supply.
- 3. Facilitate shared and/or valet parking in existing private parking lots wherever feasible.

Recommendation 2: Reduce Minimum Parking Requirements and Institute an In-Lieu Fee

Oxnard should reform commercial minimum parking requirements in the Downtown by first reducing them to levels that reflect the demand of Downtown Oxnard and mandate that at least 50% of those spaces be met through an in-lieu fee to help fund a shared pool of public spaces and other alternative mode programs. Once market-rate pricing has been instituted for Downtown’s on-street parking, and residential parking benefit districts established

to protect neighborhoods from unwanted spillover parking, the next step would be to mandate that 100% of the minimum parking requirement be met through the in-lieu fee. Residential requirements should also be modified to allow developers to utilize the in-lieu fee.

Minimum parking requirements are one of the biggest obstacles to many cities’ efforts to encourage new residential and commercial development in their revitalizing downtown areas. With 1,297 parking stalls currently vacant during the peak hour in Downtown, there is more than enough parking available to cope with existing demand and any demand that could be generated by future development. With a current oversupply of parking, minimum requirements are only acting as an impediment to economic development, rather than their stated goal of ensuring adequate availability.

Oxnard’s current minimum parking requirements applying to the Downtown area often require more than one square foot of parking area for every square foot of building. These requirements can be particularly damaging to uses, such as eating establishments, which help create vibrancy and life in the Downtown area. By allowing commercial developments to fulfill at least a portion of their minimum parking requirements through an in-lieu fee, the City will be removing one of the largest barriers to new development downtown.

The in-lieu fee will encourage efficiently shared public parking rather than many small, inefficient private lots; and create a healthy market for downtown parking, where parking spaces are bought, sold, rented and leased like any normal commodity.

Recommendation 3: Install Parking Meters on Blocks Where Shortages Exist, and Return All Resulting Parking Revenues to These Blocks

Install multi-space, pay-by-space parking meters on any block face in the Downtown that routinely exceeds an 85% occupancy rate. Set parking prices at rates that create a 15% vacancy rate on each block, and eliminate time limits during allowable parking hours. Rates can initially be set as low as \$0.10 per hour and subsequently raised or lowered based on future occupancy counts.

The installation of parking meters downtown will efficiently manage demand for downtown parking while accommodating customer, employee, resident, and commuter parking needs. By creating vacancies and

turnover of the most convenient “front door” curb, parking spaces availability for customers and visitors will be ensured. The revenue generated should be dedicated to the continuance of public improvements and public services that benefit these blocks, such as upgraded security and enhanced streetscapes.

Recommendation 4: Invest Meter Revenues in Priority Downtown Programs

Meter revenues should first be invested in building an on-street security presence to improve perceptions concerning safety. Feedback from stakeholders revealed that security is a key issue for employees and customers. In order to address this issue, meter revenues can be spent on having an active on-street security presence in the form of “Mobility Ambassadors.” These individuals can serve multiple purposes by escorting motorists to their vehicles at night, patrolling the Downtown, and acting as information resources to visitors who need assistance in getting directions.

Funds can then be used for infrastructure such as garbage cans, street lamps, and trees or less obvious items like sidewalk steam cleaning that keeps the Downtown’s walking areas looking pristine. When the parking supply can no longer cope with demand, revenues can then be spent on a full spectrum of transportation demand management strategies for downtown employees and residents, including transit, carpool, vanpool, bicycle and pedestrian programs.

Recommendation 5: Provide Universal Transit Passes

In recent years, growing numbers of transit agencies have teamed with universities, employers, or residential neighborhoods to provide universal transit passes. These passes typically provide unlimited rides on local or regional transit providers for low monthly fees, often absorbed entirely by the employer, school, or developers. Universal transit passes increase transit ridership and provide incentives for existing and new downtown residents to reduce vehicle ownership by providing free transit passes to all downtown residents and employees.

Oxnard should use revenues to provide free transit passes to all downtown employees and the existing residents once Gold Coast Transit has an operating program. For all new multifamily residential developments, require a universal transit passes program be provided to residents.

Recommendation 6: Require Parking Cash Out

Many employers in Downtown Oxnard (including the City itself) provide free or reduced price parking for their employees as a fringe benefit. However, those employees using alternative modes do not currently receive transportation benefits. With the implementation of a parking cash out program, all new and existing employers that provide subsidized employee parking would also be required to offer their employees the option to “cash out” their parking subsidy. This would result in an equal subsidy between all employee commute modes and create incentives for commuters to carpool, take transit, and bike or walk to work.

Under a parking cash out requirement, employers will be able to continue to offer free or reduced parking on the condition that they offer the cash value of the parking subsidy to any employee who does not drive to work.

The cash value of the parking subsidy should be offered in one of three forms:

- 1. A transit/vanpool subsidy equal to the value of the parking subsidy (of which up to \$230 is tax-free for both employer and employee)
- 2. A bicycle subsidy equal to the value of the parking subsidy (of which up to \$20 per month is tax-free for both employer and employee)
- 3. A taxable carpool/walk subsidy equal to the value of the parking subsidy

Employees who opt to cash out their parking subsidies would not be eligible to receive free parking from the employer, and would be responsible for their parking charges on days when they drive to work.

Recommendation 7: Create a Residential Parking Benefit District

In order to prevent “spillover” parking in downtown adjacent neighborhoods, Oxnard should implement Residential Parking Benefit Districts in adjacent residential areas, such as the Meta or South of Seventh districts, at the same time that parking meters are implemented for curb parking in the Downtown core. These Districts should be implemented as necessary once a parking evaluation has taken place.

Residential Parking Benefit Districts are similar to residential parking permit districts in that a certain number of parking permits are issued to residents usually for free or a nominal fee. These permits allow the residents to park within the district, but allow a limited number of commuters to pay

to use surplus on-street parking spaces in residential areas, and return the resulting revenues to the neighborhood to fund public improvements.

Recommendation 8: Construct New Parking Structure When Needed

While costly, new public parking structures may be necessary to meet demand once substantial new development has taken place. Before constructing additional parking, Oxnard should first make use of its existing parking surplus, and then pursue implementation of cost-effective strategies to reduce parking demand. Once all of the lower-cost transportation demand management measures and shared parking strategies have been exhausted, additional parking may then be required. Good advance planning can help prepare for the eventual need to provide one or more new downtown parking structures.

Oxnard should:

- Identify present parking needs to ensure that the site chosen in the Oxnard Downtown Strategic Plan for the northwest corner of 4th Street and Oxnard Boulevard is the most promising location for a future parking structure.
- Prioritize and aggressively implement all feasible strategies for reducing parking demand, that are more cost-effective than increasing parking supply.
- Monitor the current surplus and effectiveness of new strategies to reduce parking demand and initiate the pre-development process for a new parking structure when downtown peak parking occupancy regularly and consistently exceeds 80%.

When implemented together as a coherent package, these eight recommendations provide Downtown Oxnard with a strategy that allows it to grow and thrive, makes possible the reuse of existing buildings and the construction of desired new ones, manages the existing parking supply in a way that puts customers first, and maintains sufficient parking and access for all users.

3.0 Implementation

Congress for the New Urbanism Charter of the New Urbanism Principle #24:

“Architecture and landscape design should grow from local climate, topography, history, and building practice.”

Congress for the New Urbanism Charter of the New Urbanism Principle #27:

“Preservation and renewal of historic buildings, districts, and landscapes affirm the continuity and evolution of urban society.”



Downtown Oxnard is the City’s historic heart and contains the highest intensity of community life in the region. Downtown is Oxnard’s traditional gathering place for festivals, events, and commercial activities, but the new edge-of-town freeway-oriented developments are a serious threat to Downtown’s long-term viability. The public charrette process that shaped these recommendations appeared to be a cathartic civic moment of which continue to build movement towards re-purposing, revitalizing, and reinvesting in Downtown. These recommendations are a series of simple yet innovative actions intended to allow bottom-up, community-led stewardship of Downtown’s revitalization.

Section
3.1 Key Finding
5.2 Goal, Actions, and Tactics
5.3 Implementation Thresholds
Table 3-1 Thresholds Outline
5.4 Funding Mechanisms
5.5 Agency Model
5.6 Summary

3.1 Key Findings

A. Summary of Downtown’s Weaknesses

As noted in the What We’ve Heard section, the City has a number of challenges that need to be overcome if a successful implementation of the Oxnard Downtown Vision Plan is to take place. To recap, the biggest issues may be summarized as follows:

- 1. Stiff competition for the best retail, restaurants, and entertainment provided by The Collection shopping center, three miles to the north, and by Downtown Ventura, ten miles to the north west.
- 2. Not enough to do Downtown including insufficient restaurant and retailer variety, minimal entertainment, and a lack of cultural institutions.
- 3. Unappealing pedestrian experience due to the perception of crime, homelessness, too-narrow and hazardous sidewalks, insufficient lighting and wayfinding signage.
- 4. Poorly distributed parking: not enough in some areas; too much in others.
- 5. Average retail rents of \$1.00 per s.f. gross are below the \$2.25 per s.f. that is needed to support new retail development.
- 6. Unpredictable and even hostile investment environment partly due to past City regulations and actions.
- 7. Reduced street vitality and retailer viability due to lack of significant housing in the core.
- 8. Downtown’s distance (2.5 miles) from the Ventura Freeway and regional visitors.

B. Summary of Downtown’s Strengths

Downtown also has some significant strengths on which it can capitalize, including:

- 1. A legacy gridded/interconnected street network forming relatively small blocks that are an ideal size for pedestrian permeability.
- 2. Urban-form buildings throughout much of the Downtown core that support walkability and whose inherent modularity makes compatible modest-scale redevelopments in the adjacent gaps relatively easy.
- 3. Regional rail access via the Metrolink Station. Downtown is a coveted TOD (Transit-Oriented District)!
- 4. Many local stakeholders that wish to see improvement and may be willing to pitch-in with resources.
- 5. \$6.1 million of “seed” money from redevelopment that can be leveraged to procure further investment from both public and private sectors.



The Vision Plan Charrette was crafted as an opportunity for citizens to discuss, compromise, agree upon downtown’s issues, needs, strengths and values of today in order to plan for its future.

3.2 Goals, Actions and Tactics

A. Intent

These recommendations are organized to iteratively build upon each other over the next 10 years. With measurable objectives, we recommend testing, planning and re-planning to reposition Downtown as a compelling destination for locals and visitors to live, work, play, shop, learn, worship and govern.

B. Goals

The Downtown Vision Plan’s primary Goals in order of importance are:

- 1. Rebuild trust and confidence between Oxnard’s Citizens and its Government’s dedication to revitalizing Downtown;
- 2. Make small development as easy as large developments;
- 3. Add a significant amount of new housing; and,
- 4. Propose no Silver Bullet fixes, but test small, incremental changes first and adjust towards what is working best.

C. Actions

The Downtown Vision Plan’s measurable Actions are:

- 1. Increase connectivity of Oxnard Boulevard within Downtown (remove median barriers, slow traffic with traffic-calming devices, improve signage and gateway elements);
- 2. Fill the vacant lots downtown first;
- 3. Add a significant amount of new housing first (up to 2,284 new Residential units and 1,024,370 sf of Commercial space is allowed by-right under the existing General Plan and Environmental Impact Report - build that amount first then re-plan Downtown again in 2025);
- 4. Focus new development around Park Plaza - the Plaza Park is Oxnard’s crown jewel and provides the most value to newly built adjacent buildings; and,
- 5. Enable an ethnically diverse restaurant cluster between 7th and 8th Streets on Oxnard Boulevard (a cluster of restaurants has occurred and should be supported and increased).
- 6. Waive existing 39 unit per acre density limitation and control number of units by existing building height zoning limitations to promote housing.

D. Tactics

The Downtown Vision Plan recommends the following Tactics:

- 1. The City Council adopt by Resolution the 2016 Oxnard Downtown Vision Plan Report in order to state its intention to follow the plan, empower a Downtown based’ community-led organization to ‘redevelop’ Downtown, and limit its time frame for a ‘testing period’ for a limited duration of time (approximately 5 to 10 years).
- 2. Enable a community-based Downtown ‘Director’ administrative structure to manage implementation of the Downtown Vision Plan. The City should enter into a Memorandum of Understanding (MOU) with the Oxnard Downtown Management District (see Civic San Diego MOU authority excerpt in Section 3.5 below). The intent of this body is to:
 - a. Add planning, design, and review capacity to the Community Development Department and staff;
 - b. Provide downtown specific expertise in making decisions and recommendations on improvements for localized issues, such as safety (Street Lights, Clean & Safe Programs, Security Services, and Management);
 - c. Primarily focus on supporting local retail, commercial, housing and vacant lot infill success;
 - d. Generate and circulate downtown administrative and discretionary decision permitting revenues within the district.
- 3. The ‘Director’ of Downtown’s development should be charged with making specific administrative decisions as delegated by City Council resolution. The power to delegate such authority implies the authority of the ‘Director’ to adopt resolutions to be reviewed by the city council. The authority of this Director should be tasked with:
 - a. Assisting the City and its legal counsel to identify and establish the optimal support/oversight legal structure (Oxnard Planning Commission or Oxnard Downtown Partnership);
 - b. Staffing and Managing the Downtown Design Review Board; Assist the City to identify a qualified outside consultant, if needed, to conduct Design Review;

3.3 Implementation Thresholds

- c. Offering Pre-Application services for a fee to assist applicants in expediting project processing;
 - d. Making Zoning decision appeals to the Planning Commission;
 - e. Conducting a review of the current Downtown business and development regulations and fees to identify opportunities for reduction and elimination, where appropriate, and management of the district fee schedule and downtown district distribution of such fees;
 - f. Be charged with decision-making authority. Identify and prioritize investments in the public realm, private realm (small scale), and private realm (large scale), with implementation strategies identified for each project. See 'Implementation Thresholds' in Table 3.1 of this section for specific recommendations;
 - g. Educating the public about the plan and its importance to Downtown's and the City's future. The Director will provide the City Council, City Manager, and residents with an annual update regarding progress in the Downtown's revitalization; and,
 - h. Managing public improvement and public-private partnership projects and will be funded principally by development impact fees. The Partnership will provide the City Council, City Manager, and residents with an annual update regarding progress in the Downtown's revitalization.
4. The Director's salary can be supported by the \$6.1 million settlement proceeds, at least for the first few years to 'test' its viability.
5. Alternatively, the City and its legal counsel, may form a non-profit public benefit corporation with the Oxnard Downtown Partnership, that integrates elements of the PBID and Parking District operations and maintenance functionality with the Downtown Design Review Board. The City should choose to define the optimal legal structure, distinct from the City-wide Departments, to specifically support and oversee the downtown implementation activities.

The goals is to build downtown housing in multiple locations, including micro units, to create much-needed additional residential units. Very high apartment rent rates reflect an under-supplied market and may help subsidize the retail until retail rents can be increased. A series of development thresholds are recommended in Table 3.1 to support development at the following scales:

A. Making Small Possible Threshold

There are the Vacant Lot Projects intended to filled with new housing units and commercial storefronts as easily as possible. These projects should get Municipal Service Fee relief to encourage this infill development and fill blighted vacant lots in the Downtown.

B. Reinvesting in Downtown Threshold

We recommend that improvements to privately owned lots in Downtown be multi-story, mixed-use, urban-format buildings in a loosely coordinated sequence of investments. The Municipal Service fees should be lifted from city-wide funding mechanisms and reinvested specifically back into Downtown and its PBID area. This includes expanded, diversified restaurant offerings in two blocks bounded by 6th and 7th, A and Meta to el-evate this zone's status to a regional dining destination (approximately 15 restaurants already are clustered in that zone; restaurants increase traffic to an area);

C. Catalytic Project Threshold

The following are recommendations for specific catalytic projects, the City's redevelopment obligation projects, that will improve the Downtown and spur additional investment. New projects will address either directly or indirectly these proposed catalytic invest-ments and by the City's new structure for handling projects.

1. Public Realm

- a. Redevelopment obligation development projects;
- b. Oxnard Boulevard improvements;
- c. Upgraded street lights, wayfinding signage, sidewalks, and possibly tree lighting throughout Downtown and along the major approach thoroughfares;
- d. Plaza Park amphitheatre and pergola;
- e. Downtown parking structure that incorporates

ground-floor retail;

- f. Mural program in alleys (committee to make approvals); and,
- g. Improvements to how homeless are handled.

2. Private Realm – Large Scale Projects

- a. SSA Building redevelopment in coordination with Plaza Park amphitheatre:
 - Carnegie Art Museum expansion,
 - Children's Museum,
 - Market-rate residential units and/or office space on upper floors;
- b. Rieter Affiliated's new 3-story headquarters on A Street;
- c. Teatro and Vogue Theatres rehabilitation and reopening:
 - New homes for Elite Theatre Co. and Teatro de las Americas;
- d. Church for the Nations on B Street (up for sale):
 - Potential black box theatre or alternative Children's Museum location;
- e. JCPenney conversion to big box for small grocery, a key amenity that is needed Downtown;
- f. Downtown housing units needed to accommodate the expected demand generated by new Sakioka 422 ac. commercial/office development;
- g. UCSB, Cal State Channel Islands, or Cal Lutheran Univ. to open a Downtown Campus; and,
- h. Hotel (business class, 3.5-4 stars).

The prioritization of filling in vacant lots is illustrated below as a guide to Implementation thresholds be easily understood by local developers, decision-makers, neighbors, and land owners.



Existing Condition: Multiple Vacant Lots on A Street and Downtown



Making Small Possible Threshold: Most easy to build immediately.



Reinvesting in Downtown Threshold: Multi-Story Mix of Uses



Catalytic Project Threshold: large Scale Redevelopment Projects.

TABLE 3.1 IMPLEMENTATION THRESHOLDS

THRESHOLDS	MAKING SMALL POSSIBLE	RE-INVESTING IN DOWNTOWN	CATALYTIC PROJECTS
Lot Size	<= 7,000 SF per lot	> 7,000 SF	Former Redevelopment
Building Size	2 stories or less	3 stories to 5 stories	Former Redevelopment
Entitlement Review	By-right	By-right	PC, CC, State
Parking Required	No minimum	1 per 1,000 SF	Yes - per Code
Parking Fee	Waived	Yes - Paid to PBID	Yes - per Code
Stormwater BMPS	Exempt	For surface parking only	Yes - per Code
Stormwater BMP Fees	Waived	Yes - per Code	Yes - per Code
Utility Connection Fees	Exempt	Yes - per Code	Yes - per Code
Traffic Impact Fees	Yes - Paid to PBID	Yes - Paid	Yes - per Code
Growth Development Fees	No	Yes - Paid to PBID	Yes - per Code
Design Review	Required by PBID	Required by PBID + PC	Required per Code
Self-Certification of Construction Plans by Professional Architects & Engineers	Allowed	Not Allowed	Not Allowed
Waivers or Variances from Zoning Code	Up to 3 waivers allowed	Up to 2 waivers allowed	Not Allowed

3.4 Funding Mechanisms

Community partnerships are essential to implement this plan, and will need to pull from a number of various entities to create structures to trigger the variety of funding sources. And, the City of Oxnard will be the primary implementation arm of this plan, with assistance from the proposed Downtown Director. The City will oversee development grants, such as the Community Development Block Grants, with other City departments contributing are important partners in the implementation of this plan. Funding sources may include:

1. Taxes (Short-Term, >5 years)
2. Municipal Service Fees (Short-Term, >5 years)
3. Special Municipal Services – Sewer, Water, Garbage, Water, Trash, Parking
4. Capital Improvement Program (Short-Term, >5 years)
5. Community Development Block Grants (Long-Term, <5 years)
6. Revenue Bonds (Long-Term, <5 years)
7. General Obligation Bonds (Long-Term, <5 years)
8. Community Network Funding Sources and Partners (Long-Term, <5 years), including:
Department of Commerce, Economic Development Administration Economic Adjustment Assistance Program; Research and National Technical Assistance Program; Global Climate Change Mitigation Incentive Fund. Environmental Protection Agency, Brownfields Program. Smart Growth America, Leadership Institute, technical assistance program. Local Governments Commission technical assistance program.

We recommend a series of waivers and exceptions from Municipal Service Fees in order to fill Downtown’s vacant lots new housing units, founding Making Small Possible thresholds section above. These should be set in collaboration with the local development industry, city staff, and political leadership. The Reinvesting in Downtown fees should be reinvested in Downtown, and these waivers and reinvestments should be administered by the proposed Downtown Director.

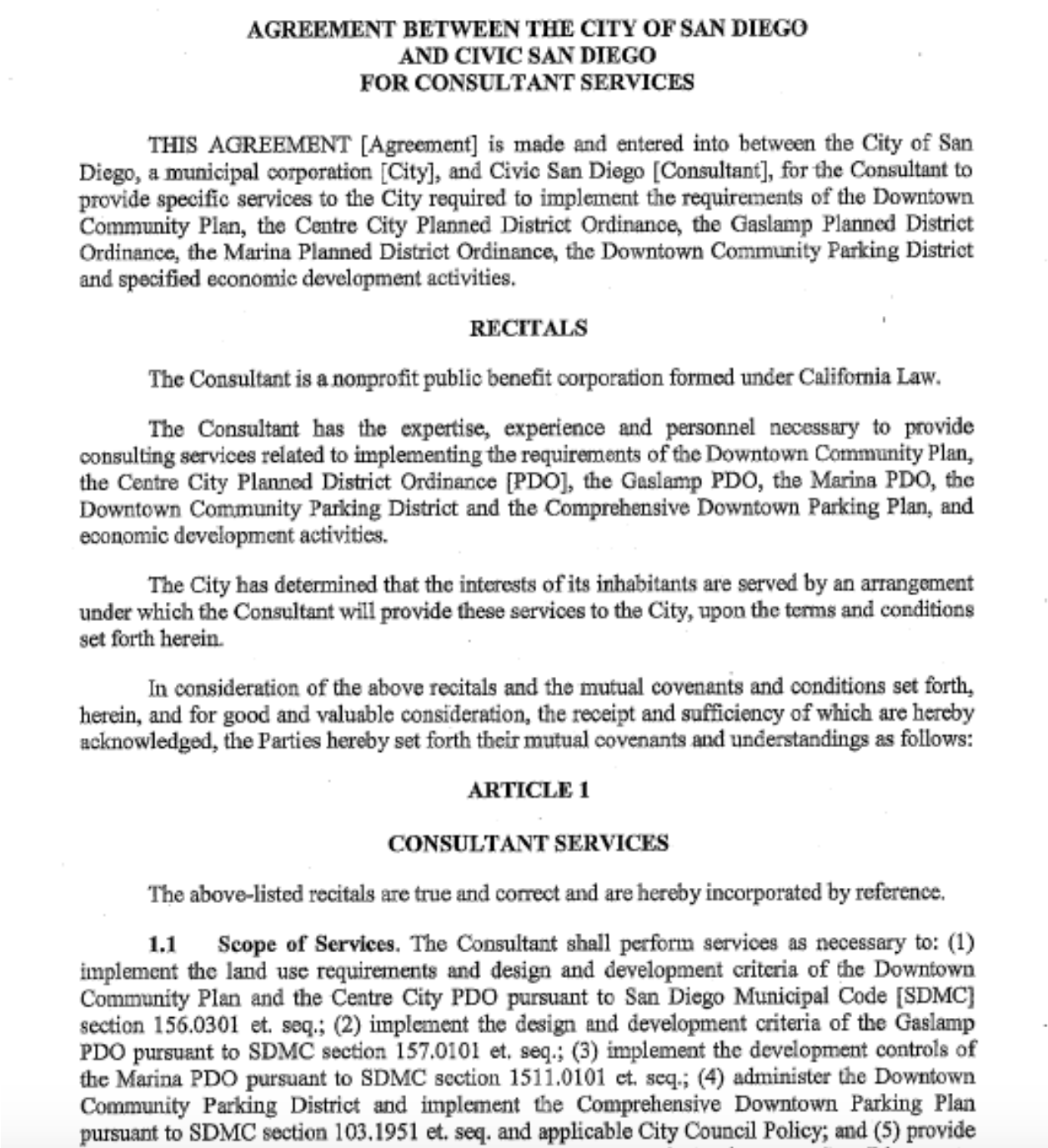
There is a range of funding sources and incentives that may be brought into play to help build Catalytic Projects. The City can use one or more of the following mechanisms to assume portions of development costs, potentially to include property acquisitions and the funding of public and shared infrastructure that might include streets, alleys, civic spaces, utilities, and parking structures. Investments in the public realm also may create an environment that will support higher rents and thus make new development more feasible than previously presented.

1. Enhanced Infrastructure Financing Districts
2. Active Transportation Program Grants
3. Crowdfunding
4. Community Development Corporations
5. Social Impact Bonds
6. Tax Credits
7. Affordable Housing and Sustainable Communities Program

3.5 Downtown Agency Model

The City of San Diego City Council has an agreement (MOU) with its Downtown consulting entity, Civic San Diego, which is a city-owned non-profit intended to be the entrepreneurial development partner for downtown. A one-stop shop with the Vision Plan toolbox to facilitate public-private development projects and programs. Civic

San Diego projects include Parking Management, Active Transportation Planning, and the Former Redevelopment Agency Recognized Obligation Payment Schedule (ROPS). Below is page one of the Agreement between the City and Civic San Diego (see: https://www.sandiego.gov/sites/default/files/12_28_0.pdf).



3.6 Implementation Summary

Our nation’s preeminent town planner, John Nolen, wrote in his 1912 book, *Replanning Small Cities*, “The gravest neglect is the failure to replan and replan to meet increasing demands, to readjust and readjust, to use art and skill and foresight to remodel existing conditions.” Twenty years ago, a visionary master plan by one of the country’s top urban planners was created for Downtown Oxnard, but it was not fully implemented, and many stakeholders today do not even recall its existence. This is not an unusual situation. Great plans are created for many cities, but sadly, too often they sit on a shelf and gather dust.

The key to ensuring that this does not happen again is the creation and adoption of a robust implementation strategy. We have outlined a straightforward Plan for Action, which if followed, will ensure a dramatic transformation of Downtown Oxnard over several years. The following is a summary of the four most critical steps to ensure that this Vision Plan has an impact. We recommend the following:

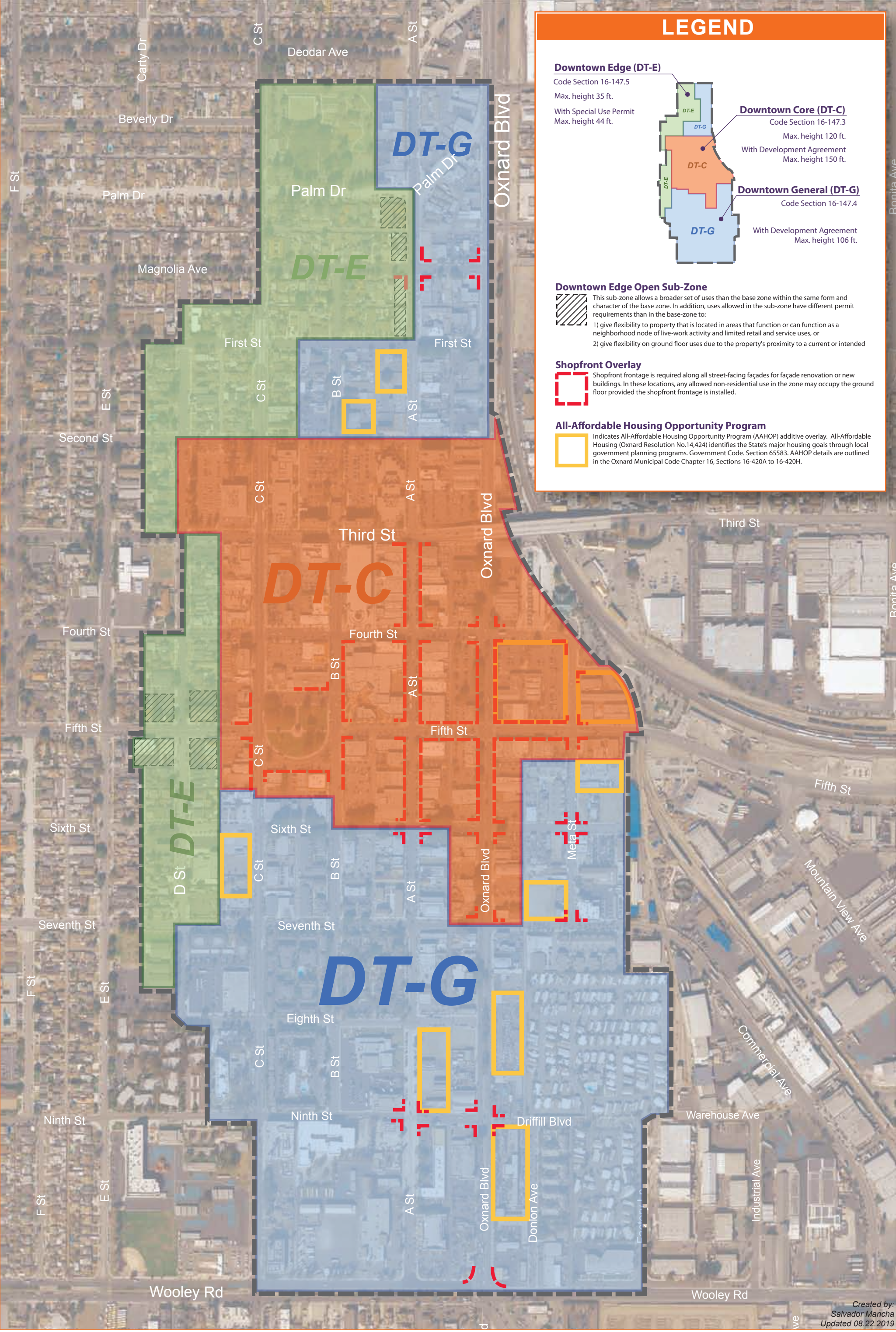
1. The City Council adopts the Oxnard Downtown Vision Plan by Resolution.
2. The City creates a focused and accountable implementation structure under the Oxnard Planning Commission or Oxnard Downtown Partnership to hire a Downtown Development Director. A real estate and/or urban design professional with the abilities to dedicate significant time (100% if an employee or a minimum of 50% if a consultant) to implement the Vision Plan and to ensure that there is continuous progress at the fastest possible rate.
3. Enable small infill mixed-use development to occur more easily than greenfield developments in the city’s agricultural edge by adopting the Implementation Thresholds outlined on Table 3-1 into the Municipal Zoning Code. A ‘Lean Urbanism’ approach to strip away redundant discretionary reviews and allow for new development deemed acceptable to the majority of citizens and adhering to best economic development practices. The intent is to create more attainable housing stock and local commercial opportunities necessary to revitalize downtown today.

4. Marshall the support and involvement of key Downtown stakeholders who have a vested interest in Downtown’s success to be part of the chosen structure, either the Oxnard Planning Commission or Oxnard Downtown Partnership. Many of these individuals may be willing to make investments in the Downtown if they have confidence that a smart, professionally orchestrated implementation process has been established. The structure and activities should be transparent, and members will need to recuse themselves from decision-making when there are conflicts of interest.
5. Catalytic project investments (large scale) must be identified and prioritized, with implementation strategies identified for each project. Public realm investments will be spearheaded by the City, at least initially. Private realm (small scale) projects will be spearheaded by the existing stakeholders in the private sector, and these investments should be coordinated by the new implementation structure to ensure maximum catalytic potential. These local individuals and their investments in new buildings in the Downtown will be the main trigger, in addition to other steps taken by the City to improve predictability, that will spur larger-scale investment by outside developers.
6. Once the above steps have a measurable amount of success, such as new housing added, increased commercial activity, and lower rate of auto and pedestrian conflicts, we recommend undertaking a more comprehensive ‘Place-Based,’ ‘Context-Sensitive’ or ‘Form-Based’ entitlement policy and development regulation updated to existing rules and regulations to make new development more predictable.

The Congress for the New Urbanism California Chapter appreciates this opportunity to assist the City of Oxnard with the creation of its Downtown Vision Plan. We also sincerely appreciate the citizens who participated, city leadership and staff, and especially the collaborative efforts of Dao Doan, Roy Prince, Kymberly Horner, and City Manager Greg Nyhoff for making this Vision Plan possible.

We look forward to remaining involved with this Vision Plan as it proceeds through the City’s review, refinement, and approval process.





LEGEND

Downtown Edge (DT-E)
Code Section 16-147.5
Max. height 35 ft.
With Special Use Permit
Max. height 44 ft.

Downtown Core (DT-C)
Code Section 16-147.3
Max. height 120 ft.
With Development Agreement
Max. height 150 ft.

Downtown General (DT-G)
Code Section 16-147.4
With Development Agreement
Max. height 106 ft.

Downtown Edge Open Sub-Zone

This sub-zone allows a broader set of uses than the base zone within the same form and character of the base zone. In addition, uses allowed in the sub-zone have different permit requirements than in the base-zone to:

- 1) give flexibility to property that is located in areas that function or can function as a neighborhood node of live-work activity and limited retail and service uses, or
- 2) give flexibility on ground floor uses due to the property's proximity to a current or intended

Shopfront Overlay

Shopfront frontage is required along all street-facing façades for façade renovation or new buildings. In these locations, any allowed non-residential use in the zone may occupy the ground floor provided the shopfront frontage is installed.

All-Affordable Housing Opportunity Program

Indicates All-Affordable Housing Opportunity Program (AAHOP) additive overlay. All-Affordable Housing (Oxnard Resolution No.14,424) identifies the State's major housing goals through local government planning programs. Government Code, Section 65583. AAHOP details are outlined in the Oxnard Municipal Code Chapter 16, Sections 16-420A to 16-420H.

Downtown Oxnard Mobility and Parking Management Plan

Adopted by City Council November 2009

Goal: To provide an economically efficient transportation plan for Downtown Oxnard.

- 1) Recommendation 1: Pursue a “Park Once” Strategy** - *This was implemented in concept via the 2019 Downtown Zoning Code*
 - a) Operate as many parking spaces as possible in a common pool of shared, publicly available spaces.
 - i) Prohibit or discourage private parking in new development (except residential).
 - ii) Lease spaces in public lots and structures to private businesses.
 - b) Encourage existing private commercial parking to be shared and available to the public.
 - i) Purchase or lease existing private parking lots.
 - ii) Facilitate shared or valet parking in existing private lots.
- 2) Recommendation 2: Reduce Minimum Parking Requirements and Institute an In-Lieu Fee** - *This was partially implemented via the 2019 Downtown Zoning Code, but is now on hold with AB 2097*
 - a) Reduce the commercial parking requirements to meet actual demand.
 - i) Planned suggested a single blended non-residential minimum parking requirement of one parking space per 1,000 square feet gross square feet of built space
 - b) Mandate that at least 50% of the required parking be met through an in-lieu fee to help fund public parking spaces. After market conditions are stabilized, increase the in-lieu fee mandate to 100%.
 - i) Fee could be a low one-time payment up-front from the developer combined with mandatory long-term leasing of spaces for employees
- 3) Recommendation 3: Install Parking Meters on Blocks Where Shortages Exist, and Return all Resulting Parking Revenues to These Blocks** - *Not underway as no areas of shortage currently exist*
 - a) Install meters on blocks that routinely exceed an 85% occupancy rate. Set the price to achieve 15% free spaces at all times.
- 4) Recommendation 4: Invest Meter Revenues in Priority Downtown Programs** - *Not underway as there are no parking meters.*
 - a) Invest the revenue in on-street security presence and infrastructure needs (trash receptacles, lighting, trees, sidewalk cleaning, etc)
 - b) When the parking demand exceeds the parking supply, revenues should be spent on transportation demand management programs.
- 5) Recommendation 5: Provide Universal Transit Passes** - *Not underway.*

Downtown Oxnard Mobility and Parking Management Plan

Adopted by City Council November 2009

- a) Partner with Gold Coast Transit, VISTA, and other transit providers to provide unlimited rides on local and regional transit providers for low monthly fees. Typically the employer, school, or developer buy the discounts in bulk at a discount and provide them to their employees for free or at a greater discount.
- b) For new multi-family development require the developer to provide passes to all residents.

6) Recommendation 6: Require Parking Cash Out - *Not underway*

- a) Under parking cash out requirements, employers can offer free or reduced parking to employees, but they must offer the cash value of the parking subsidy to an employee who does not drive to work.
 - i) Free or reduced price parking is considered a fringe benefit for employees. For employees that don't drive to work, there is not an equal fringe benefit.

7) Recommendation 7: Create A Residential Parking Benefit District - *Not underway*

- a) In addition the limited number of parking permits issued to residents, commuters can pay to use surplus on-street parking spaces in the residential areas. Any revenue from the commuters should be returned to the neighborhood to fund public improvements.
 - i) Envision these Districts in Meta and South of 7th Street

8) Recommendation 8: Construct new Parking Structure When Needed - *Not underway*

- a) Make use of existing parking surplus, pursue implementation of cost-effective strategies to reduce parking demand, have peak parking occupancy regularly and consistently exceed 80% prior to developing a parking structure.

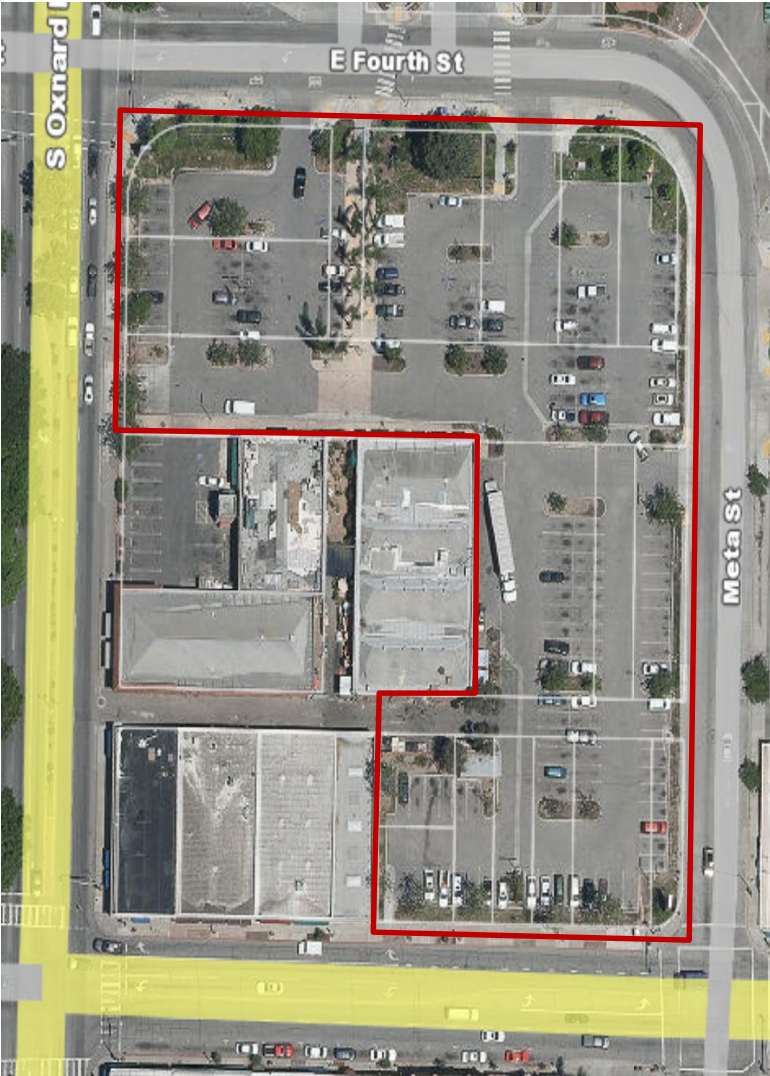
Downtown Oxnard Mobility and Parking Management Plan

Adopted by City Council November 2009

	Downtown Oxnard Mobility and Parking Management Plan Implementation and Monitoring Strategy (Figure 4-1)	Near- Term (2010)	Mid-Term			Long-Term
			11	12	13	
1	Adopt 2030 General Plan	X				
2	Form a Parking Benefit District in three steps		X			
2.1	Refine and approve operating principles for the transportation and parking management (TPM) strategies recommend in the plan		X			
2.2	Expand and refine the implementation and monitoring plan presented here		X			
2.3	Hire new staff responsible for managing the Parking Benefit District and implementing the major recommendation of this plan		X			
3	Establish commercial and residential parking benefit districts			X		
4	Revise zoning code and parking regulations for new development	X				
4.1	Reduce and modify current minimum parking requirements	X				
4.2	Institute an in-lieu parking fee program for new development to require at least 50% be met through the in-lieu fee.	X				
4.3	Permit additional reductions in parking requirements for projects that incorporate transportation and parking demand management (TDM) strategies.	X				
5	Require “parking cash out”.				X	
6	Use parking revenues to fund TDM programs, incentives, and improvements					X
7	Require 100% of the parking requirements be met through the in-lieu fee					X
8	Purchase or lease existing private parking lots to be used for shared public supply					X
9	Construct additional parking					X
10	Ongoing monitoring and evaluation			X	X	X

OXNARD SURPLUS LAND

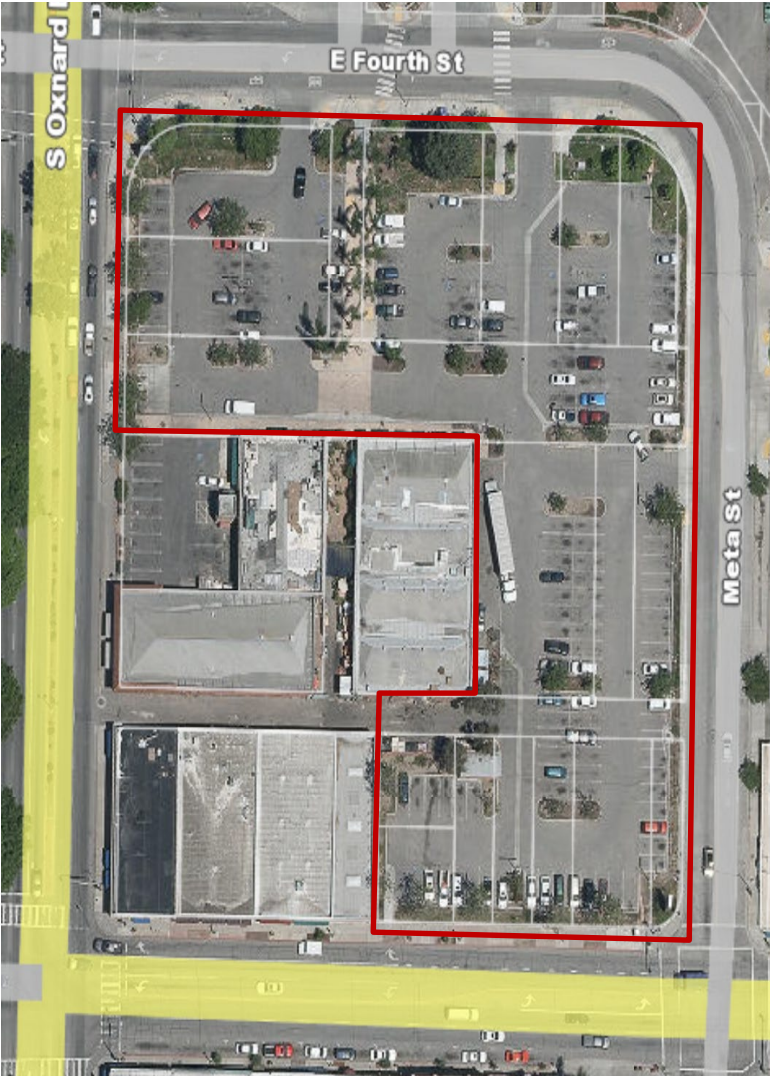
OXNARD TRANSIT CENTER FOURTH STREET & OXNARD BLVD



CURRENT USE
PARKING

PARCEL NUMBER	ADDRESS	SIZE (ACRES)	Owner	GENERAL PLAN DESIGNATION	ZONING
201021138	Address Not Assigned	.413	City	Downtown	Downtown Core
201016012	400 South Oxnard Boulevard	.14	City	Downtown	Downtown Core
201016013	Address Not Assigned	.169	City	Downtown	Downtown Core
201016011	127 Enterprise Street	.18	City	Downtown	Downtown Core
201016010	135 Enterprise Street	.126	City	Downtown	Downtown Core
201016009	147 Enterprise Street	.101	City	Downtown	Downtown Core

OXNARD TRANSIT CENTER FOURTH STREET & OXNARD BLVD



CURRENT USE
PARKING

PARCEL NUMBER	ADDRESS	SIZE (ACRES)	Owner	GENERAL PLAN DESIGNATION	ZONING
201016008	151 Enterprise Street	.094	City	Downtown	Downtown Core
201016007	157 Enterprise Street	.018	City	Downtown	Downtown Core
201021130	136 Enterprise Street	.22	City	Downtown	Downtown Core
201021104	Address Not Assigned	.07	City	Downtown	Downtown Core
201021136	Address Not Assigned	.092	City	Downtown	Downtown Core
201021122	Address Not Assigned	.05	City	Downtown	Downtown Core

OXNARD TRANSIT CENTER FOURTH STREET & OXNARD BLVD



CURRENT USE
PARKING

PARCEL NUMBER	ADDRESS	SIZE (ACRES)	Owner	GENERAL PLAN DESIGNATION	ZONING
201021123	Address Not Assigned	.05	City	Downtown	Downtown Core
201021115	135 East Fifth Street	.05	City	Downtown	Downtown Core
201021114	Address Not Assigned	.05	City	Downtown	Downtown Core
201021113	Address Not Assigned	.05	City	Downtown	Downtown Core
201021112	159 East Fifth Street	.10	City	Downtown	Downtown Core
201021111	Address Not Assigned	.04	City	Downtown	Downtown Core

PLAZA PARK NORTH



CURRENT USE
PARKING AND VACANT BUILDING

PARCEL NUMBER	ADDRESS	SIZE (ACRES)	Owner	GENERAL PLAN DESIGNATION	ZONING
202010121	Address Not Assigned	.32	Parking Authority	Downtown	Downtown Core
202010123	Address Not Assigned	.05	Parking Authority	Downtown	Downtown Core
202010120	Address Not Assigned	.05	City	Downtown	Downtown Core
202010122	Address Not Assigned	.009	City	Downtown	Downtown Core
202010143	Address Not Assigned	.01	City	Downtown	Downtown Core
202010137	Address Not Assigned	.01	Parking Authority	Downtown	Downtown Core

PLAZA PARK NORTH



CURRENT USE
PARKING AND VACANT BUILDING

PARCEL NUMBER	ADDRESS	SIZE (ACRES)	Owner	GENERAL PLAN DESIGNATION	ZONING
202010135	Address Not Assigned	.01	Parking Authority	Downtown	Downtown Core
202010133	Address Not Assigned	.01	Parking Authority	Downtown	Downtown Core
202010131	Address Not Assigned	.01	Parking Authority	Downtown	Downtown Core
202010129	Address Not Assigned	.04	Parking Authority	Downtown	Downtown Core
202010127	Address Not Assigned	.01	Parking Authority	Downtown	Downtown Core

PLAZA PARK NORTH



CURRENT USE
PARKING AND VACANT BUILDING

PARCEL NUMBER	ADDRESS	SIZE (ACRES)	Owner	GENERAL PLAN DESIGNATION	ZONING
202010125	Address Not Assigned	.01	Parking Authority	Downtown	Downtown Core
202010136	Address Not Assigned	.007	City	Downtown	Downtown Core
202010140	Address Not Assigned	.02	City	Downtown	Downtown Core
202010141	425 South B Street	.33	City	Downtown	Downtown Core

PLAZA PARK EAST



CURRENT USE PARKING

PARCEL NUMBER	ADDRESS	SIZE (ACRES)	Owner	GENERAL PLAN DESIGNATION	ZONING
202010524	Address Not Assigned	.22	Parking Authority	Downtown	Downtown Core
202010522	Address Not Assigned	.07	Parking Authority	Downtown	Downtown Core
202010520	Address Not Assigned	.07	Parking Authority	Downtown	Downtown Core
202010512	538 South B Street	.08	City	Downtown	Downtown Core
202010518	Address Not Assigned	.44	Parking Authority	Downtown	Downtown Core
202010523	Address Not Assigned	.02	City	Downtown	Downtown Core

PLAZA PARK EAST



CURRENT USE PARKING

PARCEL NUMBER	ADDRESS	SIZE (ACRES)	Owner	GENERAL PLAN DESIGNATION	ZONING
202010521	Address Not Assigned	.0068	City	Downtown	Downtown Core
202010519	Address Not Assigned	.0068	City	Downtown	Downtown Core
202010517	Address Not Assigned	.04	City	Downtown	Downtown Core

PLAZA PARK SOUTH & LAUNDROMAT



CURRENT USE
PARKING AND VACANT BUILDING

PARCEL NUMBER	ADDRESS	SIZE (ACRES)	Owner	GENERAL PLAN DESIGNATION	ZONING
202010311	Address Not Assigned	.02	City	Downtown	Downtown Core
202010302	Address Not Assigned	.12	Parking Authority	Downtown	Downtown Core
202010318	Address Not Assigned	.06	Parking Authority	Downtown	Downtown Core
202010322	Address Not Assigned	.01	City	Downtown	Downtown Core
202010321	318 West Fifth Street	.10	City	Downtown	Downtown Core
202010320	Address Not Assigned	.08	Parking Authority	Downtown	Downtown General

PLAZA PARK SOUTH & LAUNDROMAT



CURRENT USE
PARKING AND VACANT BUILDING

PARCEL NUMBER	ADDRESS	SIZE (ACRES)	Owner	GENERAL PLAN DESIGNATION	ZONING
202010314	Address Not Assigned	.11	Parking Authority	Downtown	Downtown General
202010313	321 West Sixth Street	.06	City	Downtown	Downtown General

PETTING ZOO



CURRENT USE
VACANT LAND

PARCEL NUMBER	ADDRESS	SIZE (ACRES)	Owner	GENERAL PLAN DESIGNATION	ZONING
202010440	Address Not Assigned	.18	City	Downtown	Downtown Core

FORMER GULL’S WING MUSEUM



CURRENT USE
VACANT BUILDING

PARCEL NUMBER	ADDRESS	SIZE (ACRES)	Owner	GENERAL PLAN DESIGNATION	ZONING
202008519	418 West Fourth Street	.18	City	Downtown	Downtown Core

RIVER PARK



CURRENT USE
VACANT LAND

PARCEL NUMBER	ADDRESS	SIZE (ACRES)	Owner	GENERAL PLAN DESIGNATION	ZONING
132003301	Address Not Assigned	1.40	City	COMMERCIAL REGIONAL	RIVERPARK SPECIFIC PLAN

COMMITMENT TO THE 2016 DOWNTOWN VISION AND 2019 DOWNTOWN CODE

Emilio Ramirez, Director
Housing Department
City Council
April 4, 2023



Surplus Lands

2



1. Transform Oxnard Blvd
2. "A" Street: Main Street
3. Colonia Connectivity
4. Plaza Park
5. Plaza Park Infill
6. Arts Hub
7. Infill Development
8. Parking Strategy



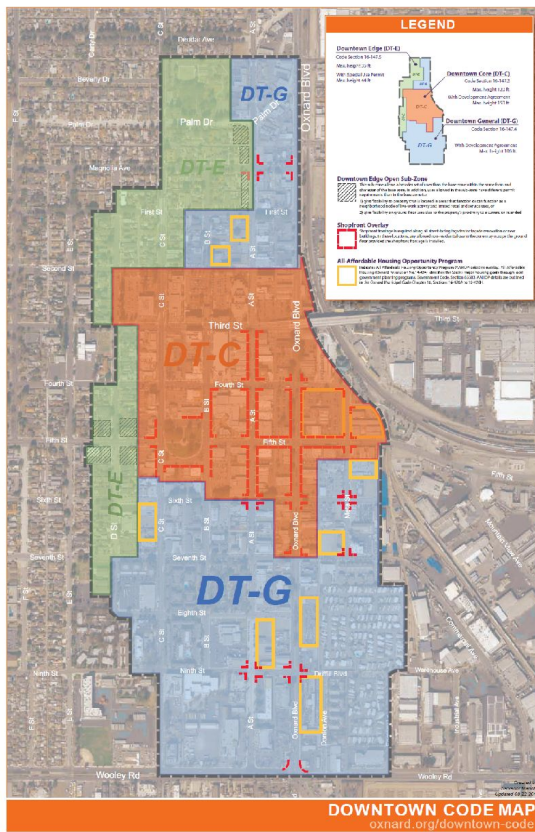
Implementing the Downtown Vision Plan

4

City Council Actions

1. 2018 Parking Inventory
2. 2018 Pilot Parking Program for Outdoor Dining
3. 2018 Adoption of Downtown Arts Hub Five Year Plan
4. 2019 Adoption of Downtown Zoning Code
5. 2019 Funding for Demolition of the Laundromat at 318 West Fifth Street
6. 2020 Approval of the Homeless Solutions Center
7. 2022 Surplus of 54 parcels (53 in downtown consistent with Plaza Park Infill Idea)





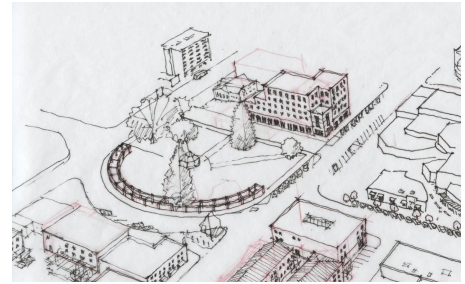
1. Oxnard adopted the Downtown Code in July 2019
2. The Downtown Code identifies downtown as an area generally bound by Colonia Road to the north, Wooley Road to the south, D Street to the west and the railroad tracks to the east
3. As a form based code, it has a purpose to implement the development and uses of individual lots and buildings in the Downtown to create mixed uses areas serving urban neighborhoods of pedestrian oriented streets with a variety of housing types

Downtown Core



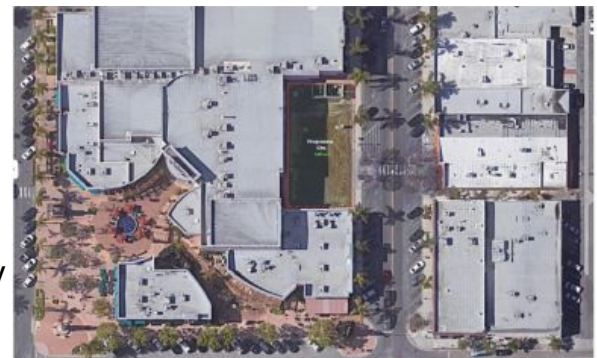
Characterized by lively, pedestrian-oriented retail, restaurant, service, and art gallery ground-floor uses, with housing and offices on upper floors, behind shopfronts lining the street, or on the ground floor along side streets

1. Site includes the 14,700 sq.ft. vacant building plus 53 City owned surface parking stalls located at the southeast corner of C Street and Fourth Street
2. Based on the DVP and Downtown Zoning Code, the site offers an opportunity to bring approximately 300 units of housing combined with storefront retail uses along B Street as well as the interior drive aisle in front of Plaza Park
3. This scale of development will re-engage and reinvigorate Plaza Park, the Carnegie, Centennial Plaza and all of the valued business efforts in downtown. It can create a destination in Oxnard
4. Notwithstanding AB 2097, the demand for this scale of development is approximately 315 stalls
5. With the proximity to the parking structure and the nearly 2,000 excess parking stalls in downtown, the development would have a minimal impact on the overall parking supply and demand.

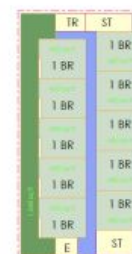


Petting Zoo

1. Approximately 7,900 square feet located midblock on the west side of A Street between Fourth Street and Fifth Street.
2. The site is vacant and unimproved.
3. Opportunity for innovative and interactive urban uses such as, a small unit multi-family development with ground floor and rooftop active retail opportunities.
4. Development of this site does not remove any public parking, Notwithstanding AB 2097, the demand for this scale of development could range between 18 to 22 parking stalls.
5. Nearly 2,000 excess parking stalls, proximity to the parking structure, as well as proximity to public parking lot with nearly 90 spaces, development would not greatly impact the supply or demand of parking.



Petting Zoo Site
Many Mansions



Yield:
10 - 1BR units/floor
double loaded



Yield:
height limit 120'
4 floors of podium = 40 units
5 floors of podium = 50 units

Petting Zoo Site
Many Mansions

1. The site includes the vacant building formerly occupied by the Gull Wings Children's Museum
2. Located midblock on Fourth Street between C and D Streets. The site is surrounded by a Housing Authority owned senior living facility to the east and an alley to the west.
3. There is no on-site parking associated with this building.
4. Interest in this site is primarily for re-use of the structure, rather than full redevelopment of the site.



Downtown Parking

Downtown Vision Plan recommended the implementation of the 2009 Downtown Oxnard Mobility and Parking Management Plan

1. Ensure good access to the Downtown by all modes of transportation
2. Provide circulation in Downtown for longer distance travelers
3. Maintain functional, beautiful and pedestrian-friendly streets
4. Use of existing transportation assets as catalysts for economic development
5. Maintain sufficient parking with a realistic and effective parking management plan

- AB 2097, which went into effect January 1, 2023, removes the City's ability to "...impose or enforce any minimum automobile parking requirement on a residential, commercial, or other development project if the project is located within one-half mile of public transit".
- The Oxnard Transit Center (OTC) meets the definition "public transit" and based on this, most of the parcels in Downtown are within one-half mile of the OTC.
- Nothing in AB 2097 prevents developments from proposing or building parking, it simply prevents cities from requiring and enforcing minimum parking requirements.
- There are limited written findings that can be made to impose or enforce minimum parking requirements, which the staff is studying further and will return with an update to Council when more information is known.

Downtown Parking Supply

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In 2018, in conjunction adoption of the 2019 Downtown Code, a new parking inventory was conducted by Harris and Associates. Harris and Associates identified:

	Former Downtown Parking Boundary	Downtown District Expansion Area	All Downtown Environments
Publicly Owned Parking Supply			
On-Street Parking	1,020	870	1,890
Off-Street Parking	1,682	207	1,889
Total Public Parking Supply	2,702	1,077	3,779
Privately Owned Parking Supply^{1,2,3,4,5}			
	942	626	1,568
Total Downtown Parking Supply	3,644	1,703	5,347

Notes:

¹ Private parking includes privately owned parking facility or site where invitation to the general public is expressed or implied.

² Areas with fencing or gates are excluded from parking counts (no access to the general public).

³ Areas with Tenant Parking only signage are excluded from parking counts (no access to the general public).

⁴ Multifamily Residential parking is excluded from private parking counts (no access to the general public).

⁵ Areas not striped are not counted.

Harris and Associates identified:

Existing Parking Demands

Existing Non-Residential Development		1,853,600 square feet
Existing Non-Residential Demand	1 Space/1,000 sf	1,854 spaces
Current Non-residential Downtown Parking Demand		1,854 spaces
Current Public Parking Supply		3,779 spaces
Current Downtown Parking Demand		(1,854 spaces)
Current Excess Parking		1,925 spaces

*does not take into account AB 2097 which does not allow cities to impose or enforce minimum automobile parking requirements within one-half mile of public transit without limited written findings.

Parking Impact of Prioritized Surplus Sites

	Decrease in supply	Decrease in Demand	Increase in Demand*
Plaza Park North	53 stalls	15 stalls (14,700 sq.ft./1000)	325 stalls
Petting Zoo	0	0	22 stalls
Gull's Wing Museum	0	0	0

*does not take into account AB 2097 which does not allow cities to impose or enforce minimum automobile parking requirements within one-half mile of public transit without limited written findings.

In summary the three projects are projected to have net demand of 385 stalls, reducing the existing 1,925 excess public parking supply to 1,540 excess stalls. This scenario assumes:

- 1) that all existing non-residential development relies on public parking
- 2) does not account any of the 1,569 private controlled parking spaces
- 3) the Plaza Park North project provides no on-site parking

*does not take into account AB 2097 which does not allow cities to impose or enforce minimum automobile parking requirements within one-half mile of public transit without limited written findings.

Core Principles of the DVP

16

1. Increase connectivity of Oxnard Blvd within Downtown
2. Focus development on vacant lots
3. Prioritize adding a significant amount of new housing
4. Focus on development around Plaza Park
5. Enable an ethnically diverse restaurant cluster
6. Waive the existing 39-unit per acre density limitation

That the City Council review and reaffirm their Commitment to 2016 Downtown Vision Plan and 2019 Downtown Code.



End of Presentation



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.2

DATE: April 4, 2023

TO: City Council

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

SUBJECT: Water Rates Update Report. (10 Minutes)

RECOMMENDATION

That the City Council receive and file the Water Rates Update Report.

(This item is scheduled for the Public Works and Transportation Committee (PWTC) on March 28, 2023. Since this item is a receive and file item at the PWTC and the City Council, the Committee outcome is not impactful to the drafting of this City Council staff report.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/OCevHxI37YY>

BACKGROUND

On February 11, 2023, a water rates workshop was held with the City Council. At that workshop, staff and the City's water rate consultant (Raftelis) discussed topics including the rate setting process, legal requirements, financial planning, water cost of service, and rate design. The three different water rate scenarios developed by Public Works staff were discussed extensively with the City Council and staff recommended to proceed with scenario 1: using a moderate to low capital improvement program funding and meeting the debt coverage ratio option. This option minimized the financial impacts on Oxnard water customers by going with the lowest rate adjustment increases when compared to the other two scenarios.

DISCUSSION

At the February 11th City Council meeting, the City Council provided their feedback and the Public Works staff proceeded to do the following:

1. Propose new 5-year water rates to take effect each new fiscal year, beginning on July 1, 2023.
2. Proceed with creating and sending the required Proposition 218 notices to all water customers and property owners.
3. Target a rate setting public hearing and the introduction of a new ordinance containing the proposed water rates at the City Council meeting on May 2, 2023.
4. Plan on the adoption of the Ordinance at the City Council meeting on May 16, 2023.

The current schedule, as noted above, includes the rate setting Public Hearing and introduction of the proposed water rate ordinance on May 2, 2023. These proceedings are consistent with the requirements of Proposition 218 and include the notice, mailed to the required recipients, pursuant to the timeline required by the State. Furthermore, the City has adopted Resolution Number 14,877 (in 2015) that outlines the procedures for establishing and increasing fees and charges under Proposition 218 (Resolution attached for reference). The proceedings for any water rate increase will be consistent with the requirements outlined in this Resolution.

Since the workshop on February 11, 2023, Raftelis has finalized the Potable and Recycled Water Rate Study report based on the moderate to low capital improvement program funding and meeting the debt coverage ratio. This report is available online at: <https://www.oxnard.org/city-department-public-works-water-oxnard-water-costs/> and is attached to this staff report. The report provides three primary objectives:

1. Develop financial plans for the water enterprise to ensure financial sufficiency, meet operation and maintenance (O&M) costs, and ensure sufficient funding for capital improvement plan needs.
2. Maintain operating reserve funds.
3. Create rate structures and develop rates that are equitable and fair to customer classes.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact from receiving this update report.

COMMITTEE OUTCOME

This item is scheduled for the Public Works and Transportation Committee (PWTC) on March 28, 2023. Since this item is a receive and file item at the PWTC and the City Council, the Committee outcome is not impactful to the drafting of this City Council staff report. Staff can provide a verbal update at the City Council meeting on the PWTC results, if requested.

Prepared by: Joseph Marcinko, Assistant Public Works Director

ATTACHMENTS

1. Presentation

Water Rates Update Report

Public Works and Transportation Committee
March 28, 2023

City Council Meeting
April 4, 2023

Joseph Marcinko
Assistant Public Works Director

That the Public Works & Transportation Committee recommend the City Council receive and file the Water Rates Update Report.

That the City Council receive and file the Water Rates Update Report.

- On February 11, 2023 a Water Rates Workshop was held with the City Council
- The workshop included discussions about many items, including:
 - Rate setting requirements
 - Items that influence rates
 - Why rate adjustments are recommended
 - Next steps in setting rates
- City Council provided feedback on the Water Rates information

- Based upon the February 11th workshop, staff proceeded to:
 1. Propose a new 5-year water rates to take effect each new fiscal year, beginning on July 1, 2023.
 2. Create and send the required Proposition 218 notices to all water customers and property owners.
 3. Scheduled a public hearing at the City Council meeting on May 2, 2023 for the rate setting procedure

- Also after the Water Rates Workshop:
- Raftelis completed their Water Rate Study Report
- The Raftelis Report was based on three main objectives:
 1. Develop a Financial Plan: to ensure financial sufficiency, meet operation and maintenance (O&M) costs, and ensure sufficient funding for capital improvement needs.
 2. Maintain Operating Reserve Funds and Debt Coverage.
 3. Develop Fair and Equitable Rates for Customers.

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.

There is no direct financial impact in receiving this report.



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.3

DATE: April 4, 2023

TO: City Council

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

SUBJECT: Consideration of Residents' Proposal to Rename Oxnard Beach Park to the Chumash Name **'olol'koy beach park**. (15 minutes)

RECOMMENDATION

That the City Council approves the Community Services, Public Safety, Housing & Economic Development Committee's recommendation to rename Oxnard Beach Park to the **'olol'koy beach park**.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/yNg-bfL2j_o

BACKGROUND

On December 08, 2022, the Parks, Recreation & Community Services Commission heard the proposal to rename Oxnard Beach Park to the "Chumash (Mitsumas) Beach Park". The Commission ended up coupling this proposal with another item – Campus Park. Following that meeting, Mayor Pro Tem Bryan MacDonald, who is Chair of the Community Services, Public Safety, Housing & Economic Development Committee, called for the item to come up *separately* to this Committee for Council review. Mayor Pro Tem MacDonald routinely recuses himself from items having to do with Campus Park given the proximity of his residence to the park.

DISCUSSION

A group of local residents, spearheaded by Mr. Manuel Herrera, worked up a proposal throughout 2022 to rename Oxnard Beach Park to a Chumash name. They presented their purpose, efforts, explanation, and recommendation to the Parks, Recreation & Community Services Commission.

The comprehensive presentation from December 08, 2022 can be viewed at this link; the item begins at the 5:23 mark:

<https://oxnardca.civicclerk.com/Web/Player.aspx?id=4895&key=-1&mod=-1&mk=-1&nov=0>

Additionally, the staff memo for the Parks Commission, along with the proposal presentation and the City's policy for naming public facilities, are all attached.

The Community Services, Public Safety, Housing & Economic Development Committee reviewed the proposal at its March 14, 2023 meeting, and is recommending approval of the renaming proposal, to make the park's new name **'olol'koy beach park**.

The Committee's deliberation can be viewed at this link; the item begins at the 29:57 mark:

oxnardca.civicclerk.com/Web/Player.aspx?id=4862&key=-1&mod=-1&mk=-1&nov=0

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

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on March 14, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Alexander Nguyen, City Manager

ATTACHMENTS

1. Staff memo of 11-30-2022 to the Parks, Recreation & Community Services Commission
2. City Council Resolution No. 12,991 Naming City Parks and Other Public Facilities
3. Micumas Presentation Herrera
4. Memo from Santa Barbara Museum of Natural History

MEMO



DATE: 11/30/2022

TO: Parks, Recreation & Community Services Commission

FROM: Steve Howlett, Assistant Director

SUBJECT: Renaming of Oxnard Beach Park

RECOMMENDATION

Consider recommending to City Council the renaming of Oxnard Beach Park to "Chumash (Mitsumas) Beach Park"

DISCUSSION

Resident Manuel Herrera, creator of Citizens for a Better Oxnard, is requesting consideration by the Parks, Recreation, & Community Services Commission to recommend to the City Council the renaming of Oxnard Beach Park to "Chumash (Mitsumas) Beach Park". This request is to recognize and honor the local indigenous tribe. "Mitsumas" is the Ventureño spelling of "Michumash" or "Chumash"

In April of 1977, the City Council established the procedures for naming City parks and other facilities in Resolution No. 12,991 ("Resolution"). The Resolution for naming City parks and other public facilities contains 9 steps.

Steps 1 and 2 have been completed through the recording of the request from Manuel Herrera.

Step 3 is currently before this Commission for the Recommendation to the City Council.

Steps 4, 5, and 9 are not applicable as these address other facilities, proposed alternate names, and a repeal of section F-6 from the Administrative Manual.

Step 6 states that "City Council, at its discretion, will select the name for the park, recreation facility, or other public facility."

Steps 7 and 8 refer to the naming of a park or facility after a person, either living or posthumously.

There is no financial impact, at this time, for the recommendation to City Council. However, if approved by the City Council, there will be costs associated with new signs.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 12,991

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ESTABLISHING PROCEDURES FOR NAMING CITY PARKS AND OTHER
PUBLIC FACILITIES.

WHEREAS, the City Council adopted a policy in April, 1977 establishing procedures and guidelines for naming City facilities in honor of local residents; and

WHEREAS, the City Council desires to update and revise this policy.

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

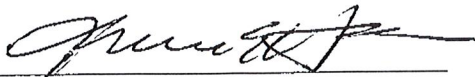
1. Any person, entity, or organization, including a City employee, may request that a park, recreation facility or other public facility be identified in a specific manner.
2. Any such request shall be filed with the City Clerk or designee.
3. If the request concerns a park or recreation facility, the name will be reviewed by the Parks and Recreation Commission ("Commission"). The Commission shall then recommend a name for the park or recreation facility to the City Council.
4. If the request concerns a public facility other than a park or recreation facility, the name will be reviewed by the City Council.
5. The City Council or Commission will consider such requests at a public meeting. At the meeting any person, entity or organization may propose another name for the park, recreation facility or other public facility.
6. After thoroughly evaluating all of the names submitted and any recommendation of the Commission, the City Council, at its discretion, will select the name for the park, recreation facility or other public facility.
7. Although exceptional, in appropriate circumstances as determined by the City Council, a park, recreation facility or other public facility may be named after a person, whether living or deceased.
8. If the name of a deceased person is submitted as the name of park, recreation facility or other public facility, a minimum of five years shall have elapsed since the person's death before his or her name may be considered by City Council.
9. Administrative Manual Section F-6 is hereby repealed.

PASSED AND ADOPTED this 10th day of January 2006 by the following vote:

AYES: Councilmembers Herrera, Holden, Maulhardt, Zaragoza and Flynn.

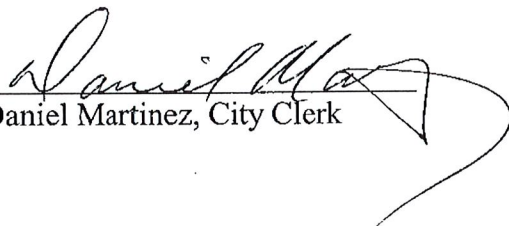
NOES: None.

ABSENT: None.



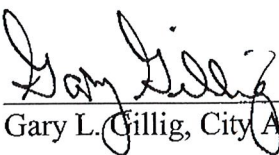
Dr. Thomas E. Holden, Mayor

ATTEST:



Daniel Martinez, City Clerk

APPROVED AS TO FORM:

 12-22-05

Gary L. Gillig, City Attorney



mičhumaš

Presented by: Marianne & Alikoi Parra

WHO ARE THE CHUMASH?





About mič^humaš

Our territory spanned from San Luis Obispo to Malibu, CA

We are a matriarchal society, the women still make the decisions for the tribe today (when rightfully appointed).

We've been here since time immemorial Anthropologists & archeologists have traced back village sites and human remains dating back 13,000+ years.

Different languages throughout Chumash territory.

Big times were sacred to us.



mič^humaš

Background cont.

Hundreds of villages
throughout Chumash territory

Used routes for trading

Solstice gatherings



Mission Period

This was a dark time for the Chumash

Villages were destroyed

our ancestors were murdered,raped, molested, beaten, and forced to convert to religion.

our names were changed to Spanish names, so were our villages and everything we've ever known was forcefully taken & colonized.



Post Mission Era

Continued to be a dark time for Natives

We still don't have our land back

We were still being hunted and murdered

Still enslaved by the Spanish and Mexicans.





Oxnard State Beach Park

Formerly a Chumash
village





Proposal for Renaming

We believe it's important
to rename this beach
park

Why is it important?

To continue doing the work our family has been doing for decades. We feel it's important to educate everyone on our territory, especially the youth.

Our family has fought for decades for Chumash representation and helped sustain along with revitalize certain aspects of our culture.



Renaming options

The names provided were given by different Chumash peoples, from elders to youth.

It's also important we add that our language has NO capitals.



s'ap watuhuy



'alolk'oy



mič^humaš Beach Park

Other Names

Collected data from other Chumash.

Chumash (mitšumaš) Beach Park

mitšumaš (Chumash) Beach Park

mič^humaš (Chumash) Beach Park

*walapmu (Chosen by BVBMI) This is NOT the correct/accurate place name. walapmu is another village not located in Ventura County.



kaq^hinaliyuw
(Thank You)!

Sources

Melissa Parra-Hernandez

Charles Parra

Susan Parra

John Johnson

Brian Barbier

Anne Parra

Ernestine Ygnacio De-Soto

Julie Tumamait-Stenslie



Feel free to reach out.

We're ready to answer your questions.



Email

bearclan0407@gmail.com
alikai.parra@gmail.com

March 10, 2023

To Whom It May Concern:

I am writing in support of giving a Chumash name to the Oxnard Beach Park to recognize the indigenous heritage that was present here before Europeans arrived. I have spoken with Marianne Parra, and informed me that the name '**olol'koy**, meaning 'porpoise' or 'dolphin' in the Ventureño Chumash language is a consensus choice by those with whom she has consulted. This seems very appropriate, because dolphins are often seen off the Ventura County coastline.

Sincerely,



John R. Johnson, Ph.D.
Curator of Anthropology

Marianne Parra 805) 824-2497

CHUMASH PL.

Manuel Herrera

805-983-6377

strongholds of native sorcery. Between *ʔiwhi-nmuʔ* and *tošoloto* was a plain called *ʔantap*, now Cuddy Valley. It was said that spirits lit their fires and began to dance there at dusk, making a whizzing sound. The primary meaning of *ʔantap* is 'initiate, member of a secret society'; in many ceremonials the *ʔantap* would swing the bullroarer to warn the uninitiated of supernatural goings-on. As a placename, *ʔantap* was also applied to a ravine immediately behind the town of Ventura. Many of the participants in ceremonies made their ritual entry onto the dancing ground from the ravine *ʔantap*, and the common people were well advised to avoid this area during ceremonial occasions.

Of economic import is the name of a village on Santa Cruz Island, *ʔalalakayamu*, said to mean 'it is piled up,' because at harvest time this was supposed to be a very well provisioned village. This same explanation might apply to C.V. *kašilašmu*, 'where much is stored,' a village at the mouth of Pastoria Canyon in the San Joaquin Valley. Two widely separated coastal villages are called *šišolop*, 'mud,' one at Ventura and the other at Cañada del Cojo just below Point Conception, but the name is also said to mean 'port.' Chester King (personal communication) points out that both of these villages must have been trade centers, according to archaeological evidence. In particular, the *šišolop* at Ventura was the western terminus of the trade-route from the San Joaquin Valley. By the village of *mičiw* at San Onofre, *near Gaviota*, was a spot called *walapmuʔ*, 'landing place,' because "the ocean is very calm there." North of Santa Ynez was a plain called I. *ʔanamiqimiʔ*, 'crushing place'; many stone traps were set there for ground squirrels, in which the squirrels were caught when they removed the acorns propping up stone slabs.

Other placenames of this type, with no story recorded to substantiate the name,

wind.' While I have not seen this verb in the Ventureño manuscripts, it does not seem unreasonable to suggest that the Ventureño placename might mean something like 'a place sheltered from the wind.'

Other weather placenames have left no trace. Just south of Ventura at *šap watuhuy*, 'house of the rain,' the surf was said to be much louder than elsewhere on the coast. The old people said that when the sea roared at *šap watuhuy* for two or three days, it was a sign of rain soon to come. A couple of names refer to the wind. At Gaviota was a cave called *hušap husaxkiv* in some dialect of Barbareño, 'the house of the wind,' in reference to the strong winds which blow through Gaviota Pass. An ancient sycamore tree on San Antonio Creek north of Ventura was called V. *ka'aqtawaq*, 'north wind.' The 'wind sycamore,' or 'wind tree,' as Harrington called it, rustled constantly. Russell Ruiz (personal communication) adds that this tree was also called 'the talking tree'; one who listened intently at the talking tree would hear the voices of his ancestors in the tree's murmur.

The Harrington manuscript also contains weather lore not directly related to placenames. In reference to *seleq*, Santa Ynez Peak (also important mythologically), there are two versions of a rain sign. In one version, it is a sure sign of rain when even the smallest cloud appears above *seleq*. According to the other version, when the gathering clouds come down until they touch the peak of *seleq*, then rain will follow. Much the same belief surrounded Anacapa Island: when the clouds come down and wreath the tall island of Anacapa, this means rain if the wind is from the south, and a strong wind if the wind is from the west. In either case, it was said, Chumash seamen would head for shore once the clouds touched Anacapa.

DESCRIPTIVE PLACENAMES

A particularly common pattern of place-

naming involves descriptive geographical names. Such descriptive names may be based on fancied resemblances, on the lay of the land, or on directions and orientations.

At least a dozen placenames apparently based on fancied resemblances are body part terms, such as *kaštiq*, 'the eye, the face,' a village at Castaic Lake. Also still preserved are V. *šeqqe*, 'kneecap,' now Sespe, and V. *siša*, 'the eyelash,' the name of a horizontally striated mountain and a nearby village east of Ojai, now seen as Sisar Creek and Sisar Peak. North of Maricopa, *sxeneñ*, 'shoulder,' is preserved in loan translation in an old Spanish placename *La Paleta*, 'the shoulder blade.' Similar names of which no trace is left include: B. *šnoxš*, 'nose,' a bluff in the hills behind Santa Barbara; V. *ʔalqilkowi*, 'white of the eye,' named after a white rock, now Little Sycamore Canyon near Malibu; and *kaselew*, 'tongue,' a village near a sharply protruding rock in Piru Canyon.

Of other placenames based on fancied resemblances, the only one to survive is I. *stuk*, 'wooden bowl,' now Stuke Canyon just east of Cachuma Canyon. The village of *stuk* lay in a hollow in the mountains said to resemble a bowl; this site is now known as La Jolla Basin. Black Mountain, south of Ojai, was called *kaxus*, 'bear,' because of its color. A hill in Cañada de Corral just east of Refugio, thought to resemble the prickly pear, was called *kaxi*, 'prickly pear.' Near Nojoqui is a long low hill like an overturned boat, called I. *maštomol axuxaw*, 'the boat of Coyote,' and a domed rock in Santa Barbara was B. *sišini hulaškaʔ*, 'storage basket of Coyote.'

The overall lay of the land may be described. The only such placename to be preserved is *ʔanapamuʔ*, 'rising place,' the name of a hill both in Santa Ynez and Santa Barbara; Anapamu is now a street name in Santa Barbara. Of such placenames not preserved, perhaps the best known is the name of