

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 – Removed

J.7 Consent Item – 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 18, 2023

Appointment Items - 5:00 PM

Regular Meeting - 6:00 PM

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

Dial Phone Number: (888) 475-4499

Enter Meeting ID: 822 7807 3477

Passcode: 456042

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/](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](https://www.youtube.com/oxnardnews). Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. 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.
 - 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.

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)

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.

F. 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.

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

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

1. City Clerk Department

SUBJECT: Appointment of Member to Serve on the City's Parks, Recreation and Community Services Commission (CAGs).

(5 minutes)

RECOMMENDATION: That the Mayor, with the approval of the City Council, appoint Armando Casillas to the City's Parks, Recreation and Community Services Commission representing at large.

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

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

H. 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.

I. 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.

J. INFORMATION/CONSENT AGENDA

1. Finance Department

SUBJECT: Update on the Financial Corrective Action Plan (CAP) for Closing Past Audit Findings.

RECOMMENDATION: That the City Council receive and file an update on the Financial Corrective Action Plan (CAP) for closing past audit findings.

Legislative Body: City Council

Contact: Denise Olson, (805) 200-5400

2. City Attorney Department

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SUBJECT: Easement Deed For Water Facilities from the Vacca Family Trust to the City of Oxnard (APN: 157-0-010-090).

RECOMMENDATION: That the City Council approve the Easement Deed for Water Facilities from the Vacca Family Trust and authorize the Mayor to execute the Certificate of Acceptance attached to the easement, identified at APN 157-0-010-090, located on the north side of the 101 freeway at Springville Road in the City of Camarillo.

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

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

3. Fire Department

SUBJECT: A Resolution acknowledging receipt of a report made by the Fire Chief of the Oxnard Fire Department regarding the inspection of certain occupancies as required pursuant to Sections 13146.2 And 13146.3 of the California Health And Safety Code.

RECOMMENDATION: The City Council adopt a resolution acknowledging receipt of a report regarding the inspection of certain occupancies as required pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code.

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7700

4. Public Works Department

SUBJECT: Public Project Agreement 32300334 with Oilfield Electric Company dba Oilfield Electric and Motor for Blending Station 1 Automatic Transfer Switch and Panel Replacement Project (REBID 2), Specification No. PW 22-46R2.

RECOMMENDATION: That the City Council approve and authorize the following for a total of \$481,200 in Project funds for the Blending Station 1 Automatic Transfer Switch and Panel Replacement Project (REBID 2) [Project C2229/(226504)]:

1. Execution of an Agreement with Oilfield Electric Company dba Oilfield Electric and Motor in the amount of \$401,000 for the Project;
2. A Project contingency amount of \$40,100 with Oilfield Electric Company dba Oilfield Electric and Motor for a total not to exceed \$441,100 for the Project;
3. A Project allocation amount of \$40,100 for engineering, inspection, survey and project management for the Project; and
4. Authorize a budget appropriation transfer in the amount of \$166,200 from the Water Capital Fund (602) (and the corresponding transfer in from the Water Operating Fund 601) in the Fremont North Resurfacing Project (C1501) to this Project (C2229).

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

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

5. Cultural & Community Services Department

SUBJECT: Ventura County Area Agency on Aging Senior Nutrition Program.

RECOMMENDATION: That City Council adopt a resolution authorizing:

1. The Cultural and Community Services Director or designee to submit an application for the next Ventura County Area Agency on Aging (VCAAA) Older Senior Nutrition Program grant cycle (July 2023 to June 2024); and

2. If funding is received, authorize the City Manager or designee to execute grant agreements; the Chief Financial Officer or designee to submit financial reports and grant claims and approve or amend budget appropriations for the use of the grant funds; and the City Manager or designee to submit non-financial reports.

Contact: Terrel Harrison, (805) 385-7994

6. Public Works Department

SUBJECT: First Amendment to Agreement A-8396 with LSY Enterprise Inc. for On-Call Professional Engineering Services.

RECOMMENDATION: That City Council approve and authorize the execution of an Amendment to a Professional Services Agreement with LSY Enterprise Inc. in the amount of \$500,000 for a new not to exceed contract amount of \$1,500,000 for On-Call Professional Engineering Services.

(Public Works and Transportation Committee approved 2-0)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

7. Housing Department

SUBJECT: Authorize the Submission of an Application to the Homekey Program in Partnership with Cabrillo Economic Development Corporation.

RECOMMENDATION: That the City Council adopt a resolution approving and authorizing the City Manager or Designee to submit an application to the State of California Department of Housing and Community Development (HCD) for the Homekey Program and authorizing the City Manager to accept the grant funds upon award and approval of the HCD Agreement.

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

K. PUBLIC HEARINGS

1. Community Development Department

SUBJECT: Project Name: Street Vacation; Planning and Zoning (PZ) Permit No. 21-660-03 (Street Vacation)- A Resolution to vacate an approximately 1,000-square foot undeveloped right-of-way located on the north side of the U.S. 101 and immediately west of Ventura Road in the northern portion of the City of Oxnard. APN: N/A and along the Ventura Freeway (Highway 101) in The RiverPark Specific Plan area. (15 minutes)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing; and
2. Find the Project to be consistent with Final Mitigated Negative Declaration (MND) 22-03 prepared for the Ventura Road Electronic Billboard Project and therefore exempt from further environmental review pursuant to Sections 15162 through 15164 and 15183 of the CEQA Guidelines; and
3. Adopt a Resolution to vacate its right, title and interest in an approximately 1,000-square foot undeveloped right-of-way located on the north side of the U.S. 101 and immediately

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west of Ventura Road in the northern portion of the City of Oxnard. APN: N/A and along the Ventura Freeway (Highway 101); and

4. Authorize the Mayor to sign a Quitclaim Deed vacating the right-of-way easement to the City of Oxnard, as the underlying property owner.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/juFnLDqpFs8>

Legislative Body: City Council

Contact: Maureen Tamuri, (805) 385-7882

L. REPORTS

1. Public Works Department

SUBJECT: Termination of Local Emergency Due to Water Shortage Emergency Conditions. (10 minutes)

RECOMMENDATION: That the City Council adopt a resolution proclaiming the termination of a local emergency due to water shortage emergency conditions.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/HjP9ZDiEmo4>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department

SUBJECT: Declaration of a Stage 1 Water Shortage Condition with New Mandatory Water Conservation Measures. (10 minutes)

RECOMMENDATION: That the City Council adopt a resolution declaring a stage one water shortage implementing water conservation measures pursuant to the City's Water Shortage Contingency Plan, and rescinding Resolution No. 15,569.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/Z2lDtrXWqQk>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department

SUBJECT: Amended Budget Appropriations for Public Works for Fiscal Year 2022-23. (10 minutes)

RECOMMENDATION: That the City Council approve:

1. A project budget appropriation from insurance proceeds in the amount of \$272,636 within the General Fund (101) for the Durley Park Concessions Building Repairs Project (TBD);

2. Fiscal Year 2022-23 budget appropriations from the available fund balance in the amount of \$75,000 from the General Fund (101) to the Stormwater Fund (114) for stormwater related expenses; and

3. Fiscal Year 2022-23 budget appropriations from the available fund balance for an amount not to

exceed \$500,000 from the Fleet Maintenance Fund (741) for any unanticipated fuel increases through June 30, 2023.

(Public Works and Transportation Committee approved 2-0)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/uDEP_HO3meY

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department

SUBJECT: Agreement 32300365 with Dial Security for Security Guard Services at Various City Locations. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize:

1. The use of the City of Ventura's City Wide Security Guard Services Agreement, which includes a piggyback provision, to establish a security guard service agreement for the City of Oxnard;
2. The Mayor to execute an Agreement with Dial Security, for an initial term starting May 1, 2023, ending June 30, 2023, with the option to extend through December 31, 2023, and for a total contract not-to-exceed amount of \$850,000 for security guard services at various City locations; and
3. The Purchasing Agent to execute an amendment to Agreement 32300365 to exercise the option to extend, through December 31, 2023, if needed.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/tQAtV4HNngMo>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

5. Community Development Department

SUBJECT: Second Amendment to the Off-Site Improvement Agreement associated with Del Sol High School located near the northeast corner of Rose Avenue and Camino Del Sol (APN: 214-0-020-635) (25 minutes)

RECOMMENDATION: That the City Council:

1. Finds that the Project is not subject to additional environmental review pursuant to the provisions of the California Environmental Quality Act (CEQA-Public Resources Code, Section 21083 et. seq.) Guidelines Section 15168(c)(4)-(5) and (e); and
2. Approve the Second Amendment to the Off-Site Improvement Agreement between the City of Oxnard and the Oxnard Union High School District for Public Improvements required for the Construction of the Del Sol High School.

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

Legislative Body: City Council

Contact: Maureen Tamuri, (805) 385-7882

April 18, 2023

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6. City Manager Department

SUBJECT: Resolution opposing the Taxpayer Protection and Government Accountability Act. (10 minutes)

RECOMMENDATION: That the City Council adopt a Resolution opposing Initiative No. 21-0042A1, known as the Taxpayer Protection and Government Accountability Act, which will appear on the November 5, 2024, ballot.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/hWiM8oPlwbw>

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

7. City Manager Department

SUBJECT: Consequence of Latest Aaron Starr Lawsuit Blocking the City's Bond Financing Mechanism (30 minutes)

RECOMMENDATION: That the City Council receive and file an update on the budgetary impacts of the litigation filed by Aaron Starr challenging the 2022 Lease Revenue Bonds, which blocks financing of many necessary capital projects/needs to move Oxnard forward.

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

<https://youtu.be/IP2CrGiopyA>

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

M. ADJOURNMENT



CITY COUNCIL AGENDA REPORT

APPOINTMENT ITEMS (5:00 PM) AGENDA ITEM NO. B.1

DATE: April 18, 2023

TO: City Council

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

SUBJECT: Receive an Annual Report for Oxnard Fire Department for 2022 from the Fire Chief.

RECOMMENDATION

That the City Council receive an annual update for 2022 by the Fire Chief regarding the Oxnard Fire Department and his report of future challenges.

BACKGROUND

The Fire Chief will provide a verbal update to the City Council on the Oxnard Fire Department.

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 Resolution has no immediate fiscal impact to the City.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Alexander Hamilton, Fire Chief

ATTACHMENTS

1. 4.18.23_OFD Annual Report_FINAL



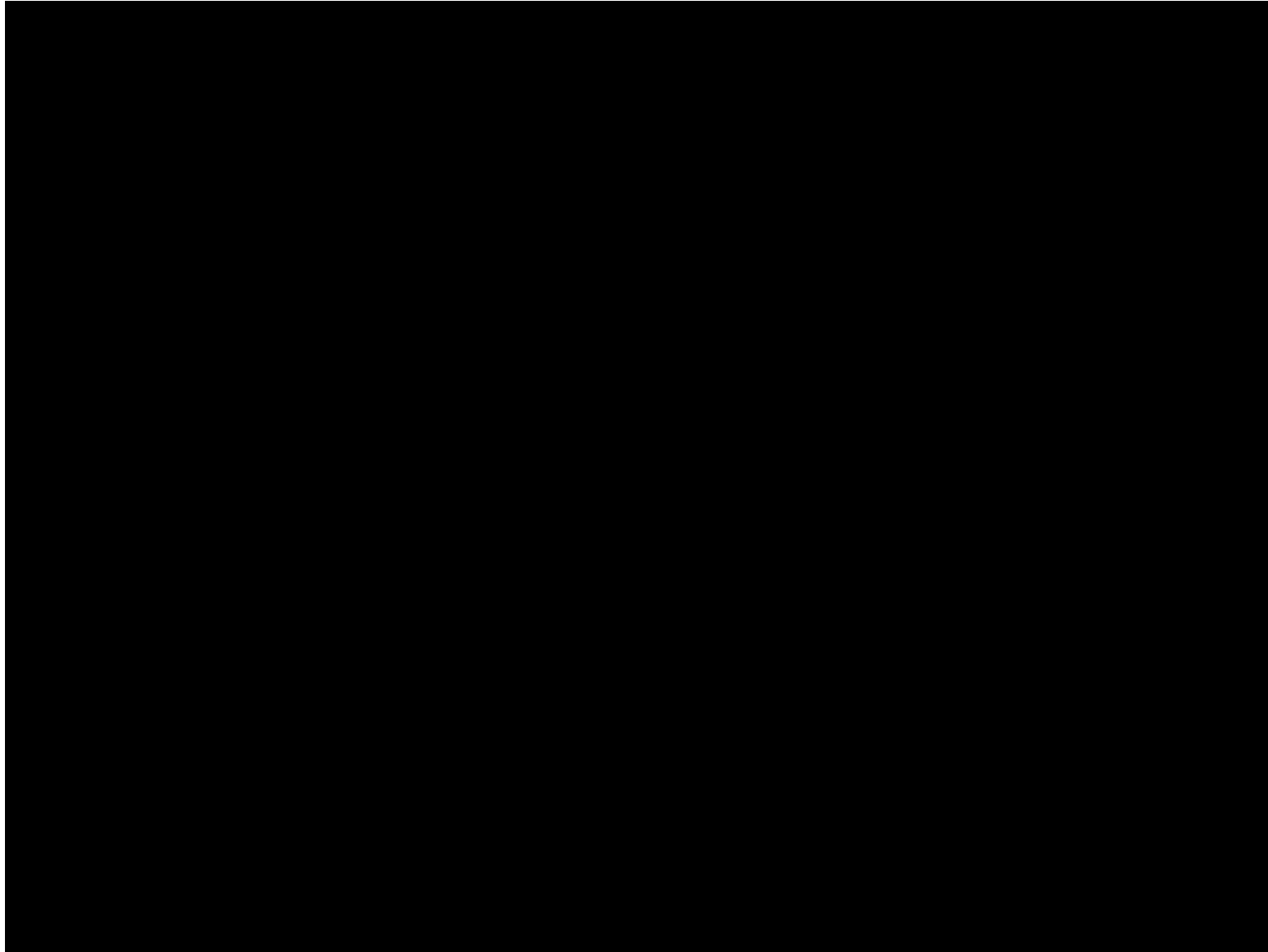
2022 Oxnard Fire Department Update to City Council

April 18, 2023

2022 Year in Review Video



Incident Highlights



Incident Highlights

12-10-22 | 12:36AM



Structure fire at a two story apartment complex



Example of training in action

2022 By the Numbers

FIRE DEPARTMENT



Divided the city
into two
battalions



Maintained adequate
suppression staffing
levels



Creating positive
cultural change



Received grant
funding to
increase our
Advanced Life
Support (ALS)
capabilities



Replacing and
modernizing
key safety
equipment

2022 Incidents / Responses:



20,453
calls for service, an
increase of 1,226 calls
compared to 2021



30,223
unit responses for
all call types



774
fires
which includes 218
structure fires



13,266
medical incidents

2022 By the Numbers

CPR STATISTICS

37.5%

of people experiencing cardiac arrest treated with AED (shock) machines survived. Oxnard's rate is 8.3% higher than the national average)



Only
52%

of all cardiac arrests in Oxnard received medical assistance/CPR from a bystander prior to the arrival of emergency staff.

Receiving bystander CPR can increase survival rate in Oxnard to 50%



Highlights Since Taking Command of the Agency

Grant Wins



**5-Year
Strategic Plan**



**Modernizing
Vehicle
Fleet**



**New Hires &
Promotions -
Working
Towards a
More Diverse
Workforce**



Fire Department Areas of Responsibility

SUPPRESSION

- Fire
- EMS - Paramedics
- Swift Water
- Ocean Rescue
- TEMS
- Haz Mat
- USAR
- Wildland

INTEROPERABILITY

- FCC Dispatch
- Automatic Aid
- Master Mutual Aid
- Haz Mat Regional Team
- USAR CA RTF-7

More about Fire Preventions Roles



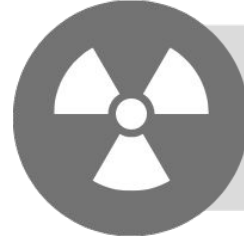
Public Education



Fire Inspections



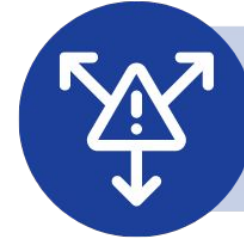
Enforcement of Fire and Life Safety Codes



Hazardous Materials Regulation



Construction Plan Reviews



Fire Incident Reporting



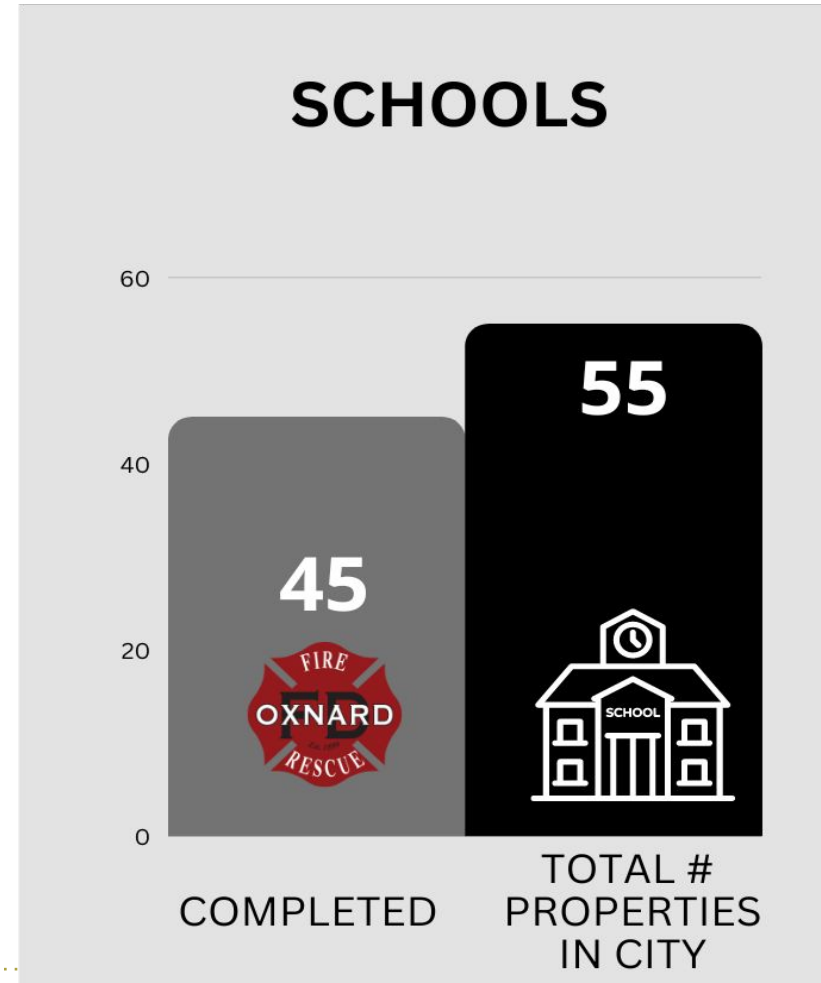
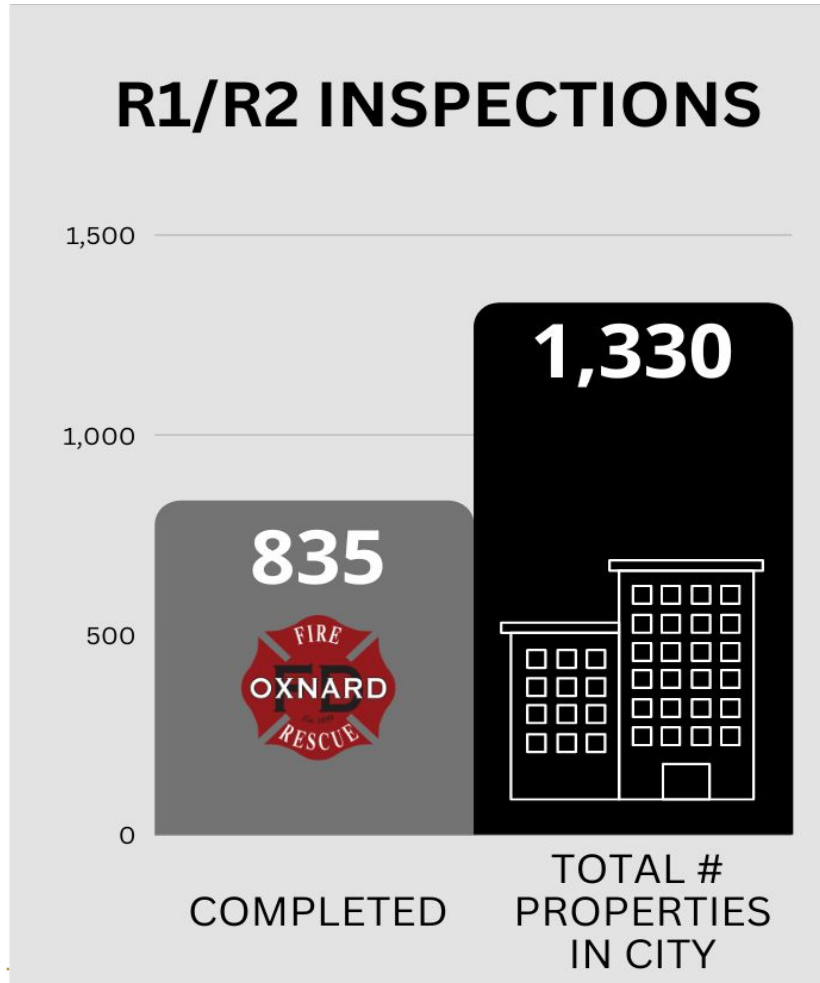
Arson and Fire Investigation Services



Special Events Review

Fire Prevention

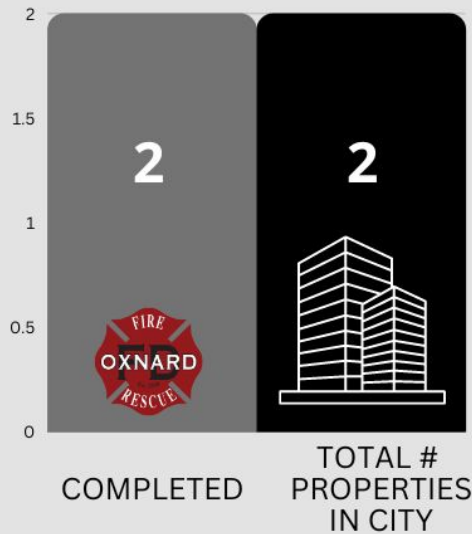
State Mandated Inspections



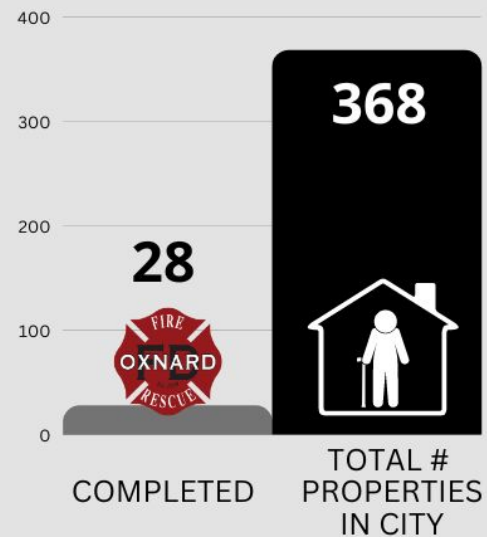
Fire Prevention

State Mandated Inspections

HIGH RISE INSPECTIONS



CARE FACILITIES



EXISTING CONSTRUCTION INSPECTIONS



FIRE PROTECTION SYSTEMS COMPLIANCE



Statistics

**Fillmore
Fire Dept.**



**Ventura
Fire Dept.**



**Oxnard
Fire Dept.**



**Ventura County
Fire Dept.**



YEAR	INJURIES	DEATHS	INJURIES	DEATHS	INJURIES	DEATHS	INJURIES	DEATHS
2020	1	0	3	1	2	1	1	2
2021	0	0	4	2	12	2	0	4
2022	2	0	5	3	14	5	0	1
TOTALS	3	0	12	6	28	8	1	7
POPULATION*	20,861		115,732		238,078		469,172	

VENTURA COUNTY TOTAL:
843,843

*Population data: 2020 U.S. Census Bureau

Fire Death Issues



How are we going to solve this problem?



Discuss
enforcement issues



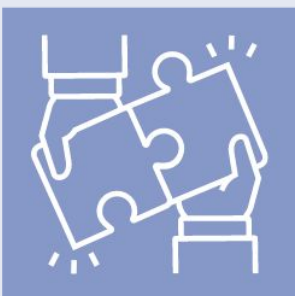
Meet with DA



Education and
outreach efforts:
research on model
programs



Grant
Opportunities

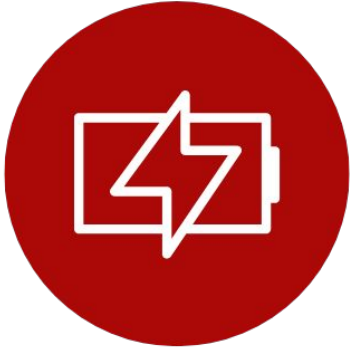


Community
engagement and
collaboration



Data acquisition

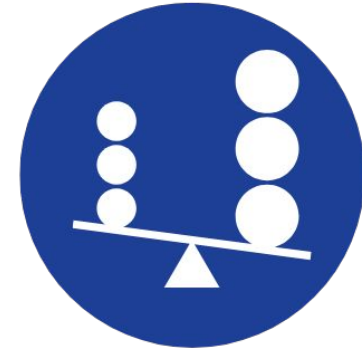
New Challenges



**Lithium Ion
Batteries**



EMS



**Doing more
with less**



**Climate Change / Extreme
Weather Events**



**Hiring and retention
(of locals)**



Training / Proficiency

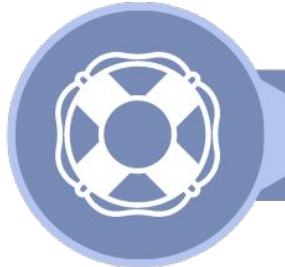
Other Future Plans/Goals



Building transparency through new website - performance dashboards and community risk assessments



New ERP system with HCM module will allow much better tracking and analysis of staffing costs



Lifeguard proposal



Reviewing fees for prevention to recoup more of our costs



Modernizing our Fire Stations to meet the needs of future



Professional Development of our staff

Example of Performance Dashboards

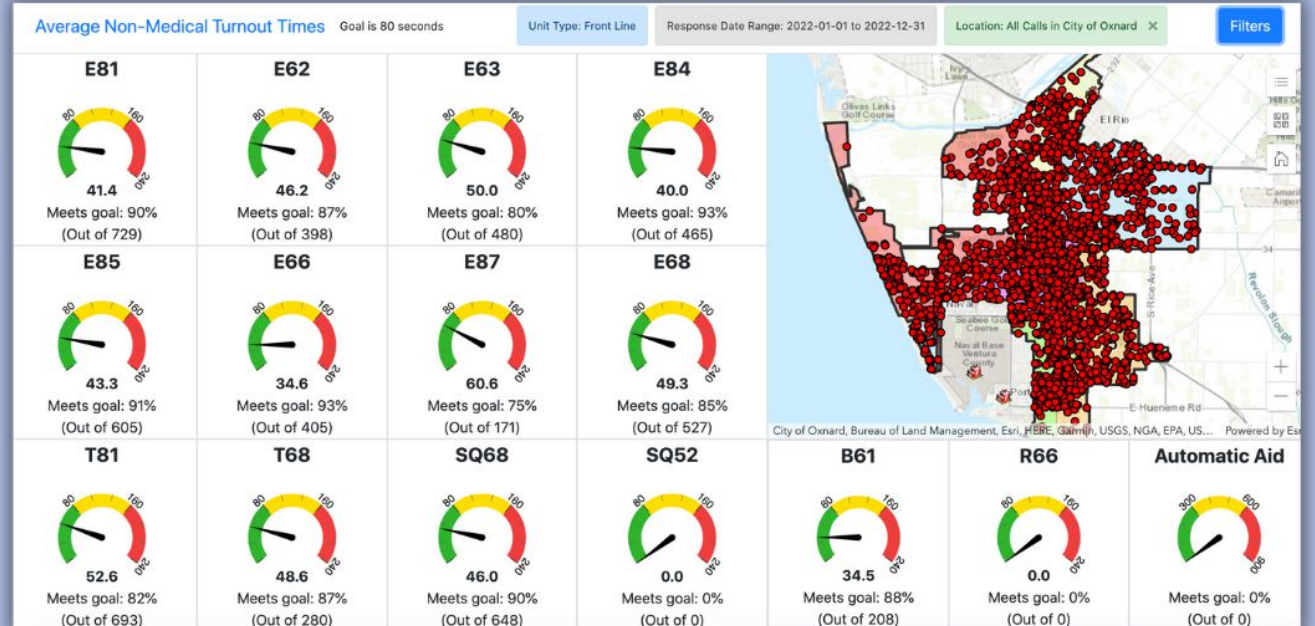


- Home
- Geography
- Built Environment
- Population
- Housing
- Health
- Economy
- Incident Analysis

Using Data To Assess Risk in Oxnard, CA

Mission

The Oxnard Fire Department is committed to providing



Interoperability / Partnerships





QUESTIONS?



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

DATE: April 18, 2023
TO: City Council
FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org
SUBJECT: Appointment of Member to Serve on the City's Parks, Recreation and Community Services Commission (CAGs).
(5 minutes)

RECOMMENDATION

That the Mayor, with the approval of the City Council, appoint Armando Casillas to the City's Parks, Recreation and Community Services Commission representing at large.

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

BACKGROUND

Oxnard City Code section 2-36 states that the Mayor, with the approval of the City Council, shall appoint the members of each Citizen Advisory Group (CAG), including the Parks, Recreation and Community Services Commission. The process is outlined in that provision, including nomination by each Council member congruent with his or her term in office. Section 2-37 states that each commissioner shall undergo the City's formal background check procedures before appointment.

DISCUSSION

The Parks, Recreation and Community Services Commission (PRCSC) is concerned with all matters pertaining to the parks, recreation and community services activities in the City. The PRCSC serves as a liaison between the City Council and the community on matters related to parks, recreation and community services activities in the City. The Commission is composed of seven members, all of whom must reside in the City and be over the age of 18. For this purpose, Mayor Zaragoza nominates Armando Casillas to serve at large. This individual has passed the City's formal background check procedures.

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

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Dee Lai, Assistant City Clerk

ATTACHMENTS

1. Presentation

Appointment of Member to Serve on the City's Parks, Recreation, and Community Services Commission

City Council

April 18, 2023

Dee Lai, Assistant City Clerk

That the Mayor, with the approval of the City Council, appoint Armando Casillas to serve on the Parks, Recreation, and Community Services Commission representing at large.

PARKS, RECREATION AND COMMUNITY SERVICES COMMISSION

Function	Is concerned with all matters pertaining to the parks, recreation and community services activities in the City and serves as a liaison between the City Council and the community on such matters.
Requirements	7 members must reside in City and be over age 18
Nomination	Mayor Zaragoza nominates Armando Casillas (At Large)



THE END



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

DATE: April 18, 2023
TO: City Council
FROM: Denise Olson, Interim Chief Financial Officer, (805) 200-5400, denise.olson@oxnard.org
SUBJECT: Update on the Financial Corrective Action Plan (CAP) for Closing Past Audit Findings.

RECOMMENDATION

That the City Council receive and file an update on the Financial Corrective Action Plan (CAP) for closing past audit findings.

BACKGROUND

The City's annual audit for FY 2014-15 produced 111 single-audit findings. These findings primarily concerned the City's policies and procedures (or lack thereof) for accounting and financial management. Between fiscal year 2016 through the fiscal year ended June 30, 2018, the City's annual audits continued to identify new findings in the double digits. For FY 2019-20, there was one additional audit finding, for Information Technology General Controls, which was communicated to City Council via a separate confidential written report due to its sensitive nature. For FY 2020-21, there was one new finding for accounting and financial management, but only two earlier audit findings remain unresolved, and there were no material weaknesses. For FY 2021-22, there were no new findings for accounting and financial management; only two prior findings remain unresolved. FY 2021-22 is the third year in a row where the City had no material weaknesses. Below is a table summarizing the audit finding history.

History of Findings by Fiscal Year	A # of New Finding	B # of Repeat Findings	C = (A+B) + Prior Year C Total # of Findings
FY 2014-15	111	0	111
FY 2015-16	5	0	116
FY 2016-17	10	9	135
FY 2017-18	24	13	172
FY 2018-19	8	3	183
FY 2019-20	1	0	184
FY 2020-21	1	1	186
FY 2021-22	0	0	186

In order to correct the various accounting and financial management audit findings, the City was required to produce a Corrective Action Plan, or CAP. This plan, updated annually, addresses all unresolved findings, and the steps and timeline to correct them. Staff created a detailed audit scorecard, and began presenting it to the Finance & Governance Committee, and to City Council, every six months.

DISCUSSION

During our FY 21-22 Single Audit, Eadie + Payne determined that the City of Oxnard sufficiently completed the corrective action plan for the findings identified in the FY 20-21 audit related to the CDBG HUD findings. Only two findings remain outstanding; the findings related to (1) the Indirect Cost Allocation Plan Update and (2) the Information Technology General Controls.

We have continued to make progress on the corrective actions for both findings. For the Indirect Cost Allocation Plan finding, the City of Oxnard has developed a central cost allocation plan that includes a cost allocation method for indirect costs. The City plans to complete the indirect cost rate this spring. The City Council will continue to receive updates on the IT General Controls findings through separate confidential reports.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on March 28, 2023, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jennifer Hiraoka, Senior Manager Internal Controls, Denise Olson, Interim Chief Financial Officer

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. J.2

DATE: April 18, 2023

TO: City Council

FROM: Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org

SUBJECT: Easement Deed For Water Facilities from the Vacca Family Trust to the City of Oxnard (APN: 157-0-010-090).

RECOMMENDATION

That the City Council approve the Easement Deed for Water Facilities from the Vacca Family Trust and authorize the Mayor to execute the Certificate of Acceptance attached to the easement, identified at APN 157-0-010-090, located on the north side of the 101 freeway at Springville Road in the City of Camarillo.

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

BACKGROUND

The City owns and maintains an underground water line between Calleguas Municipal Water District facilities and the City of Oxnard Water facilities. The City holds certain easements on, over and under private property that allow the water line to run underneath certain parcels. A majority of the water line is underneath the public right of way. A portion of the water line runs underneath property owned by the Vacca Family Trust.

Lennar Homes intends to develop a parcel of land located in the City of Camarillo. The Lennar development borders the City's current water facilities easement that runs on a portion of private property, owned by the Vacca Family Trust, just north of the 101 freeway at Springville Road in Camarillo. As part of Lennar's development of the property, it had to obtain permission from the City of Oxnard to work within the City's easement. The City of Camarillo required Lennar to prepare tract maps for its development of the property. Lennar, during the planning phase and working with Oxnard City staff, determined the existing location of the City's pipeline and easement boundaries, in relation to historic surveyed boundary and property lines, was not accurately represented in the former easement deed. Lennar worked with the Vacca Family to update the City's water facility easement, which is now before this committee for consideration.

The location of the easement as described in the Easement Deed, attached to this report, has been reviewed by a civil engineer in the Oxnard public works department and has been determined to be accurate. This easement for the water line running underneath the Vacca Family's property and adjacent to the Lennar Development is critical to the City's water infrastructure. Acceptance of the easement ensures the City's rights are properly defined and protected. Accordingly, staff recommends the approval and acceptance of the Easement Deed.

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.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 2-0 on March 28, 2023, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Michelle McCarron, Assistant City Attorney

ATTACHMENTS

1. Easement Deed for Water Facilities

Recording requested by:
Lennar Title Inc.
192002-001458

When recorded, mail to:
Lennar Title Inc.
675 Placentia Avenue, Suite 225
Brea, CA 92821

Exempt from the \$75 Building and Jobs Act Fee per Gov't Code § 27388.1(2)(D) Public Agency
No fee pursuant to Government Code § 6103
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

APN: 157-0-010-090

EASEMENT DEED FOR WATER FACILITIES
(To the City of Oxnard)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Fern K. Vacca, as Trustee of the Charles P. Vacca and Fern K. Vacca Family Trust, Raymond F. Vacca and Fern K. Vacca, as Trustees of the Anna Margaret Noble Trust, and Raymond F. Vacca, as Trustee of the Raymond F. Vacca Trust (hereinafter collectively referred to as "Grantor") does hereby grants to the City of Oxnard, a California municipal corporation ("City"), its successors and assigns, the following:

Permanent Water Facilities Easement

A non-exclusive permanent easement solely to survey, install, construct, reconstruct, enlarge, lay, alter, operate, patrol, remove, replace, and maintain a water conduit, valves, vaults, and related facilities (the "Easement"). These related facilities may include but are not limited to markers, air valves, manholes, valves, meters, surge control devices, test stations, buried communication devices, buried electrical conduits and devices, pull boxes, and all related incidents, fixtures, and appurtenances. This Easement shall be in, over, on, through, within, under, and across that certain real property described in Exhibit A and depicted in Exhibit B (the "Easement Area"), both of which are attached hereto and incorporated by reference herein.

As-Is

City acknowledges that it is relying solely upon its own inspection and investigation of the Water Facilities Easement area in determining whether to enter into this Easement document. City further acknowledges and agrees that, except as otherwise specifically provided in this Easement document, (i) Grantor has not made, and is not making, any representations or warranties with respect to the Water Facilities Easement area, including without limitation any representations or warranties as to the condition of the Water Facilities Easement area or its fitness for City's proposed use, and (ii) City is accepting the Water Facilities Easement area "as-is," with all faults, in its present state and condition as of the date of this Water Facilities Easement.

Indemnity

City shall defend, indemnify and hold harmless Grantor, its Trustees, agents, heirs, successors and assigns, from and against any and all claims, damages, costs and expenses (including reasonable attorneys' fees and costs of suit), losses, mechanics liens, judgments, or liability of any kind whatsoever arising from or related to the Water Facilities Easement. Notwithstanding the foregoing, City's obligations to indemnify and hold Grantor harmless shall not extend to any claim for liability to the extent caused by (i) Grantor's sole active negligence or intentionally wrongful acts as determined in a final non-appealable judgment by a court of competent jurisdiction. City's obligations hereunder shall survive the expiration or termination of this Agreement.

Grantor's Use

Notwithstanding anything to the contrary herein, Grantor expressly reserves for itself, its trustees, beneficiaries, employees, contractors, invitees, successors and assigns, the right to use the Easement area for its own purposes, so long as such use does not unreasonably interfere with the rights herein granted.

[signature page to follow]

GRANTOR:

Fern K. Vacca, as Trustee of the Charles P. Vacca and Fern K. Vacca Family Trust

By: Fern K. Vacca
Fern K. Vacca, Trustee

Dated: Jan. 24, 2023

Raymond F. Vacca and Fern K. Vacca, as Trustees of the Anna Margaret Noble Trust

By: Raymond F. Vacca
Raymond F. Vacca, Trustee

Dated: 1/24/2023

By: Fern K. Vacca
Fern K. Vacca, Trustee

Dated: Jan. 24, 2023

Raymond F. Vacca, as Trustee of the Raymond F. Vacca Trust

By: Raymond F. Vacca
Raymond F. Vacca, Trustee

Dated: 1/24/2023

ACKNOWLEDGMENT

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

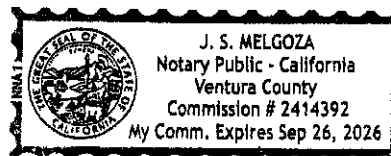
State of California
County of VENTURA

On JAN. 24, 2023 before me, J. S. MELGOZA, Notary Public, personally appeared Fern K. Vacca, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature J. S. Melgoza (Seal)



ACKNOWLEDGMENT

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

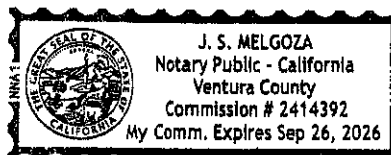
State of California
County of VENTURA

On JAN. 24, 2023 before me, J. S. MELGOZA, Notary Public, personally appeared Raymond F. Vacca, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature J. S. Melgoza (Seal)



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the EASEMENT DEED dated _____ from Fern K. Vacca, as Trustee of the Charles P. Vacca and Fern K. Vacca Family Trust, Raymond F. Vacca and Fern K. Vacca, as Trustees of the Anna Margaret Noble Trust, and Raymond F. Vacca, as Trustee of the Raymond F. Vacca Trust (collectively "Grantor") to the City of Oxnard, a municipal corporation and governmental agency is hereby accepted, and pursuant to City Council Resolution No. 1939, recorded in book 1591, Official Records of Ventura County at page 273, the City Council consents to recordation thereof by its duly authorized officer.

CITY OF OXNARD, a California municipal corporation

By: _____

Dated: _____

Name:

Title:

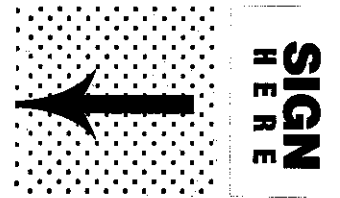


EXHIBIT "A"
(Water Facility Easement
to City of Oxnard)

That portion of Lot 6, Section 28, Township 2 North, Range 21 West, San Bernardino Meridian, in the County of Ventura, State of California, according to the official Plat of the Survey of said land filed July 10, 1873, in the District Land Office more particular described as follows:

Commencing at a point on the easterly line of said Lot 6, being the southeasterly corner of the parcel of land described in Director's Deed recorded August 06, 1963, as document number 45342 in Book 2396, at Page 285, of Official Records, recorded in the office of the County Recorder of said County, thence along said easterly line, North 00°40'03" East 25.13' to the intersection with a line that is parallel with and distant 25.00 feet northerly, measured at right angles, from the southerly line of said parcel of land in said Director's Deed, said southerly line also being the northerly line of Parcel 1 of the Relinquishment Deed recorded November 01, 1965, as document number 79035 in Book 2889, at Page 528, of Official Records, recorded in the office of the County Recorder of said County; thence along said parallel line and the westerly prolongation thereof, North 83°33'28" West 46.93' to the **POINT OF BEGINNING**; thence leaving said parallel line,

1st North 06°26'32" East, a distance of 15.00 feet; thence,

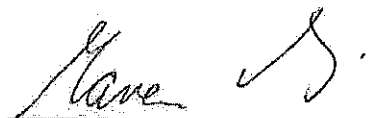
2nd North 83°33'28" West, a distance of 20.00 feet; thence,

3rd South 06°26'32" West, a distance of 15.00 feet to said parallel line; thence along said line,

4th South 83°33'28" East, a distance of 20.00 feet to the **POINT OF BEGINNING**.

Contains: 300 Sqft more or less.

The above described parcel of land is delineated on the attached Exhibit "B".



Maren Cartellieri
PLS 8606

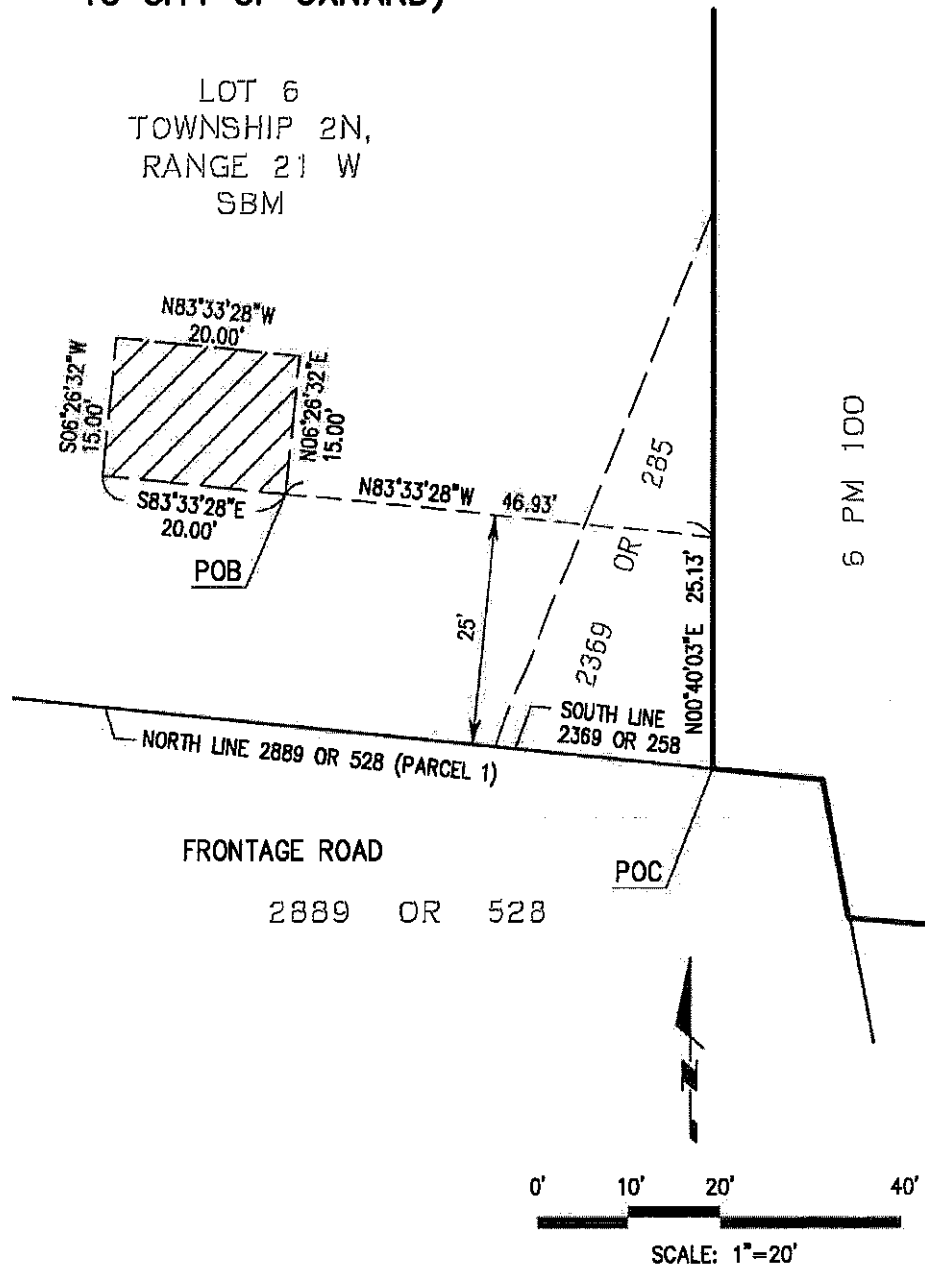
06-27-2022
Date



EXHIBIT "B"

(WATER FACILITY EASEMENT TO CITY OF OXNARD)

LOT 6
TOWNSHIP 2N,
RANGE 21 W
SBM



LEGEND

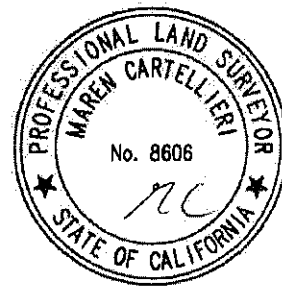
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

HATCHED AREA DENOTES LAND
DESCRIBED IN THE ATTACHED
EXHIBIT "A"

MAREN CARTELLIERI
PLS 8608

DATE

06-27-2022



JENSEN DESIGN & SURVEY, INC. 1672 DONLON STREET, VENTURA, CA 93003 (805) 654-6977

5096 Ex B of site: Own water facility easmt.dwg



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. J.3

DATE: April 18, 2023

TO: City Council

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

SUBJECT: A Resolution acknowledging receipt of a report made by the Fire Chief of the Oxnard Fire Department regarding the inspection of certain occupancies as required pursuant to Sections 13146.2 And 13146.3 of the California Health And Safety Code.

RECOMMENDATION

The City Council adopt a resolution acknowledging receipt of a report regarding the inspection of certain occupancies as required pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code.

BACKGROUND

The California State Fire Marshal, through the California's Health and Safety Code, mandates that certain occupancies be inspected annually. In December 2016, a deadly fire at an Oakland warehouse (known as the "Ghost Ship"), killed 36 people, the highest death toll for a structural fire in the United States in over 10 years. The outcome of the investigations from this tragic incident determined that even though the State required annual inspections of various occupancies, the inspection reports were not mandated to be reported to any governing body, which could have established accountability and enforcement in ensuring that structural facilities are in compliance with building safety standards. Consequently, on September 27, 2018, SB 1205, authored by Senator Jerry Hill, was approved by the Governor legislating the reporting of annual inspections to its administering authority (such as the City Council) in a resolution or a similar formal document.

SUMMARY

On September 27, 2018, the Governor approved California Senate Bill 1205 (SB 1205), which added Section 13146.4 to the California Health and Safety Code affecting every fire department or fire district in the State. In addition to the current State regulation of conducting annual building inspections for fire safety purposes, the new bill requires that each fire department or district's administering authority (such as a City Council) to formally acknowledge receipt of the compliance report in a resolution or a similar formal document.

To comply with this new mandate, it is recommended that the City Council adopt Resolution No. XXXX acknowledging receipt of a report made by the Fire Chief of the Oxnard Fire Department regarding the inspection of certain occupancies as required pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code. The subject occupancies are public and private schools, hotels, motels, lodging houses, and apartment houses, including residential care facilities.

DISCUSSION

The attached Resolution and its adoption will serve as a formal document to fulfill the annual fire inspection reporting requirements of the law pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code. According to this law, annual building inspections and reporting must be conducted on two groups of occupancies: Educational Group E and Residential Group R.

Educational Group E occupancies consist of public and private schools used by more than six persons at one time for

educational purposes through the 12th grade. Further, Residential Group R occupancies are those containing sleeping units such as hotels, motels, lodging homes, and apartments (three units or more) including residential care facilities.

Over the past few years, the City of Oxnard has strived to consistently and diligently conduct its annual fire inspections to meet the State's annual inspections requirement pursuant to the California Health and Safety Code. In compliance with the calendar year 2022 reporting period, Group E (Educational Occupancies) had 45 buildings, structures, and/or facilities that were inspected. In Group R (Residential Occupancies), 835 occupancies were inspected. The educational occupancy group achieved a compliance rate of 82% and the residential occupancy group achieved a compliance rate of 51%. Copies of the individual inspection reports can be made available to the public upon request.

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

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on February 28th 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Alexander Hamilton, Fire Chief

ATTACHMENTS

1. SB1205 Resolution (1) (2)

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF
THE OXNARD FIRE DEPARTMENT REGARDING THE INSPECTION OF CERTAIN
OCCUPANCIES AS REQUIRED BY SECTIONS 13146.2 AND 13146.3 OF THE
CALIFORNIA HEALTH AND SAFETY CODE

[P]
[SEP]

WHEREAS, California Health and Safety Code Section 13146.4 requires all fire departments that provide fire protection services to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3; and [P]
[SEP]

WHEREAS, California Health & Safety Code Sections 13146.2 and 13146.3 require all fire departments, including the Oxnard Fire Department (“OFD”), that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facility for compliance with building standards; and [P]
[SEP]

WHEREAS, the City Council of the City of Oxnard intends by adoption of this Resolution to fulfill the requirements of the California Health & Safety Code regarding its acknowledgment of receipt of OFD’s compliance status with California with California Health & Safety Code Sections 13146.2 and 13146.3. [P]
[SEP]

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD HEREBY RESOLVES AS FOLLOWS:

SECTION 1. EDUCATIONAL GROUP E OCCUPANCIES:

Educational Group E occupancies are generally those public and private schools used by more than six persons at any one time for educational purposes through the 12th grade. Within the City there lie 55 Group E occupancies, buildings, structures, and/or facilities.

During calendar year 2022, the OFD completed the annual inspection of 45 Group E occupancies, buildings, structures, and/or facilities. This is a compliance rate of 82% for this reporting period.

SECTION 2. RESIDENTIAL GROUP R OCCUPANCIES:

Residential Group R occupancies, for the purposes of this Resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc. as well as other residential occupancies (including a number of residential care facilities). These residential care facilities have number of different sub-classifications, and they may contain residents or clients that have a range

of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden. Within the City, there are 1698 Group R (and their associate sub-categories) occupancies of this nature.

During the calendar year of 2022, the OFD completed the annual inspections of 863 Group R occupancies, buildings, structures, and/or facilities. This is a compliance rate of 51% for this reporting period.

PASSED AND ADOPTED this 18th of April, 2023 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza
Mayor

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro^[P]_[SEP]
City Clerk

Stephen M. Fischer
City Attorney



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

DATE: April 18, 2023

TO: City Council

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

SUBJECT: Public Project Agreement 32300334 with Oilfield Electric Company dba Oilfield Electric and Motor for Blending Station 1 Automatic Transfer Switch and Panel Replacement Project (REBID 2), Specification No. PW 22-46R2.

RECOMMENDATION

That the City Council approve and authorize the following for a total of \$481,200 in Project funds for the Blending Station 1 Automatic Transfer Switch and Panel Replacement Project (REBID 2) [Project C2229/(226504)]:

1. Execution of an Agreement with Oilfield Electric Company dba Oilfield Electric and Motor in the amount of \$401,000 for the Project;
2. A Project contingency amount of \$40,100 with Oilfield Electric Company dba Oilfield Electric and Motor for a total not to exceed \$441,100 for the Project;
3. A Project allocation amount of \$40,100 for engineering, inspection, survey and project management for the Project; and
4. Authorize a budget appropriation transfer in the amount of \$166,200 from the Water Capital Fund (602) (and the corresponding transfer in from the Water Operating Fund 601) in the Fremont North Resurfacing Project (C1501) to this Project (C2229).

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

BACKGROUND

This Project will replace vital electrical equipment at the Water Yard, ensuring the availability of standby power and the ability to maintain operations during Southern California Edison (SCE) supply disruptions. The scope consists of replacing one existing automatic transfer switch (ATS), two electrical panels, each containing two 1,000 amp breakers, providing temporary power throughout construction and all other appurtenant and associated work. The existing equipment was originally installed in the 1970's and has far exceeded its intended useful life.

Capital Improvement Program (CIP) Reference:

Project No. **C2229/(226504)**– Blending Station 1 Automatic Transfer Switch and Panel Replacement (REBID 2) Project (“Project”) - CIP 2020-2025 - Adopted May 3, 2022 – Page 129.

DISCUSSION

An ATS monitors SCE power supply, transferring the supply from SCE to standby generators when there is a disruption in service. The ATS and associated electrical panels have not operated correctly, requiring an on-call operator to manually transfer to standby power and reset the circuit breakers. The specific work for this Project includes shutting down electric service in cooperation with SCE and furnishing temporary power throughout the Project, traffic control,

demolition of existing automatic transfer switch and Meter Main and Distribution Board, furnishing and installing new automatic transfer switch, meter main and distribution boards, feeder cables, commissioning and startup, and all other appurtenant and associated work in accordance with the Contract Documents.

This project was originally bid on July 7, 2022 and October 10, 2022 but all bids were rejected. Minor revisions were made to the project specifications and a new notice inviting formal bids (NIFB) was published on February 16, 2023. All bids were due on March 6, 2023 and the City received three (3) bids for the project including the following:

Oilfield Electric Company dba Oilfield Electric and Motor: \$401,000
Venco Electric, Inc.: \$607,500
Waisman Construction, Inc.: \$870,000

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

In addition to the project award amount of \$401,000, staff recommends authorizing \$80,200 for the project, which includes \$40,100 for project contingency (10% of the contract costs) and \$40,100 for the cost for engineering services and City staff (10% of the contract cost). Engineering services include the following activities during construction: engineering, inspection, survey and project management. These recommendations bring the total estimated cost of the project to \$481,200.

Since the original estimate in 2021, the cost of building materials and the general inflation on all consumer items and labor has increased. Specifically, we have seen increased costs for major electronic components in other recently bid projects by the City, resulting in exceeding the original engineer's estimate. Because of these outside influences, the Project does not have sufficient funds to be completed. As such, staff is recommending the appropriation of Water Capital Fund (602) from the Fremont North Resurfacing Project (C1501). The Fremont North Resurfacing Project has been completed and has sufficient funds remaining of \$234,070 from the Water Capital Fund (602) for this transfer.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Project shall not exceed \$481,200 which includes the construction agreement, contingency and project allocation. There is approximately \$315,000 from the Water Capital Fund (602) remaining in the Project budget. A project budget appropriation transfer of \$166,200 from the Water Capital Fund (602) from the Fremont North Resurfacing Project (C1501) is recommended to provide sufficient funds to award the Project contract. The Fremont North Resurfacing Project (C1501/(153117)) has been completed and has sufficient funds remaining of \$234,070 from the Water Capital Fund (602) for this transfer.

Project	Fund	Project Budget Balance	Additional Appropriations	New Total Available Project Appropriations
C2229/(226504)	Water Capital Fund (602)	\$315,000	\$166,200	\$481,200

For Finance Use Only: Water Capital Fund (Org. 6023600, Obj. 5XXXX & 49300, Project C1501-153117 Fremont North Resurfacing & Project C2229 - 226504 Blend Station 1 ATS&Panel), Water Operating Fund (Org. 6011001, Obj. 59800, Project C1501 & C2229)

COMMITTEE OUTCOME

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

Prepared by: Timothy Beaman, Supervising Civil Engineer

ATTACHMENTS

1. Agreement 32300334

CONTRACT

CITY OF OXNARD CONTRACT FOR BLENDING STATION 1 AUTOMATIC TRANSFER SWITCH AND PANEL REPLACEMENT PROJECT (REBID 2), SPECIFICATION NO. PW 22-46R2

THIS CONTRACT ("Contract") is made and entered this 18th day of April, 2023 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and OILFIELD ELECTRIC COMPANY dba OILFIELD ELECTRIC & MOTOR ("Contractor"). Contractor's license number is 125250.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Technical Specifications, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Blending Station 1 Automatic Transfer Switch and Panel Replacement Project (REBID 2), Specification No. PW 22-46R2 ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of Four Hundred and One Thousand Dollars (\$401,000.00), in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "A" and incorporated herein by this reference.

4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every

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

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

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

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

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

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

[signatures on following page]

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

CITY OF OXNARD

**OILFIELD ELECTRIC COMPANY dba
OILFIELD ELECTRIC & MOTOR**

☒ John C. Zaragoza, Mayor¹ _____ Date _____
☐ Jennifer Yates, Purchasing
Manager²

Alan D. Fletcher, C.E.O. _____ Date _____

Jana D. Fletcher, 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 INS-E
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITH BUILDER'S RISK REQUIREMENT)**

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

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

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

d. Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER **B**

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000 Course of Construction Completed Value of Project

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 46250-4299 US

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

Signature _____
(original signature required)

Telephone: () Date Signed _____

GENERAL LIABILITY SPECIAL ENDORSEMENT		SUBMIT IN DUPLICATE							
FOR THE CITY OF OXNARD (the "City")		ENDORSEMENT NO. _____	ISSUE DATE (MM/DD/YY) _____						
PRODUCER Telephone: _____		POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____							
NAMED INSURED SAMPLE		APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ 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		OTHER PROVISIONS Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: (____) _____							
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="width: 50%; text-align: center;">EACH OCCURRENCE</th> <th style="width: 50%; text-align: center;">AGGREGATE</th> </tr> <tr> <td style="height: 100px;"></td> <td></td> </tr> </table>		LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE		
LIABILITY LIMITS IN THOUSANDS \$									
EACH OCCURRENCE	AGGREGATE								

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

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

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

ENDORSEMENT HOLDER	
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 46250-4299 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) Telephone: (____) _____ Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:			
NAMED INSURED			
SAMPLE		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)	
		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:	
		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) Telephone: () _____ Date Signed _____	

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to Oilfield Electric Company dba Oilfield Electric & Motor, 1801 N. Ventura Av, Ventura, CA 93001 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as Blending Station 1 Automatic Transfer Switch and Panel Replacement Project (REBID 2), Specification No. PW 22-46R2.

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

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

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of Four Hundred and One Thousand Dollars (\$401,000.00), this amount being not less than one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to

Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to Oilfield Electric Company dba Oilfield Electric & Motor, 1801 N. Ventura Av, Ventura, CA 93001 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as Blending Station 1 Automatic Transfer Switch and Panel Replacement Project (REBID 2), Specification No. PW 22-46R2.

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

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

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of Four Hundred and One Thousand Dollars (\$401,000.00), this amount being not less than one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

EXHIBIT A

CITY OF OXNARD

**BID SHEETS FOR BLENDING STATION 1
AUTOMATIC TRANSFER SWITCH AND PANEL REPLACEMENT PROJECT (REBID 2)
SPECIFICATION NO. PW 22-46R2**

Bidder's Name: Oilfield Electric Company dba Oilfield Electric & Motor

To the Honorable Mayor and Members of the City Council:

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

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASUREMENT	UNIT PRICE
1.	Mobilization and Demobilization ten percent (maximum 10% of Total Bid Price)	SP 1000-1 GP 7-3.4	Lump Sum	\$ 32,080
2.	SCE Shutdown and Temporary Power	SP 1000-2 TS 260000 TS 260060	Lump Sum	\$ 20,050
3.	Demolition of ATS and Meter Main Distribution Board	SP 1000-3 TS 260000 TS 260060	Lump Sum	\$ 60,150
4.	New Automatic Transfer Switch	SP 1000-4 TS 260000 TS 262621	Lump Sum	\$ 48,120
5.	New Meter Main and Distribution Board	SP 1000-5 TS 260000 TS 260030 TS 260060 TS 260080 TS 260111 TS 262450	Lump Sum	\$ 260,500

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASUREMENT	UNIT PRICE
6.	Feeder Cables	SP 1000-6 TS 260000 TS 260030 TS 260050 TS 260111 TS 260120 TS 260130 TS 260322 TS 260450	Lump Sum	\$ 20,050
7.	Commissioning and Startup	SP 1000-7 TS 260000 TS 260080	Lump Sum	\$ 20,050
TOTAL BID PRICE:				\$ 401,000.00

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

TOTAL BID PRICE IN DIGITS: \$ 401,000.00

TOTAL BID PRICE IN WORDS: Four Hundred and one Thousand Dollars and zero cents.

Contractor must complete all Work within two hundred (200) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda:

Addendum: Date Received:
#01 2/28/23
#02

Addendum: Date Received:
#03
#04

Bidder's Name (Company): Oilfield Electric Company dba Oilfield Electric & Motor

Signature: Alan D Fletcher
Print: Alan D Fletcher

Title: President
Date: 02/28/23

Signature: Jana D Fletcher
Print: Jana D Fletcher

Title: Secretary
Date: 02/28/23

EXHIBIT A-2



COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

INFORMATION/CONSENT AGENDA AGENDA ITEM NO. J.5

DATE: April 18, 2023

TO: Community Services, Public Safety, Housing & Development Committee

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

SUBJECT: Ventura County Area Agency on Aging Senior Nutrition Program.

RECOMMENDATION

That City Council adopt a resolution authorizing:

1. The Cultural and Community Services Director or designee to submit an application for the next Ventura County Area Agency on Aging (VCAAA) Older Senior Nutrition Program grant cycle (July 2023 to June 2024); and
2. If funding is received, authorize the City Manager or designee to execute grant agreements; the Chief Financial Officer or designee to submit financial reports and grant claims and approve or amend budget appropriations for the use of the grant funds; and the City Manager or designee to submit non-financial reports.

BACKGROUND

The City of Oxnard operates four senior centers, and nutrition services are provided as part of the City's offerings. Nutrition services include the procurement, preparation, transport, and service of meals in both congregate settings and in seniors' homes. Nutrition services also include outreach, client assessments (for home-delivered meals), monthly program reporting, and fiscal administration. The program's objective is to provide high-quality, nutritionally balanced meals, nutrition counseling and education, and related supportive services to persons age 60 years and older.

The senior nutrition program will provide approximately 20,060 congregate meals at three of the City's four senior centers. In addition, approximately 33,240 meals will be delivered to home-bound seniors. Funding for these services is provided through the Older Americans Act, Title HIC. The application is being submitted for Fiscal Year 2023-2024.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The recommended budget for Fiscal Year 2023-24 will include the Ventura County Area Agency on Aging Older American Act Senior Nutrition Program grant funds in the amount of \$176,669 (Fed. Term Grant Fund - 2005503). In addition to the grant funding, there is a projected total donation amount of \$13,000 anticipated from the program participants which will also be included in the Fiscal Year 2023-24 recommended budget (Fed. Term Grant Fund - 2005501). There is a 10% required in-kind match of \$17,667, which will be met by permitting the program to use the City-owned facility.

Prepared by: Marisue Eastlake, RDVP Director

ATTACHMENTS

1. 2023 Senior Nutrition Program Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING SUBMITTAL OF GRANT APPLICATION

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

WHEREAS, the Cultural and Community Services Department has requested that City Council approve the submittal of an application to the Ventura County Area Agency for \$176,669 in the Senior Nutrition Program Grant to be used for the Senior Nutrition Program.

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves to approve the submittal of a grant application by the City Manager for the Ventura County Area Agency on Aging Senior Nutrition Program Grant. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims; and the City Manager or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS 18th day of April 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

John Zaragoza, Mayor

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



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

DATE: April 18, 2023

TO: City Council

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

SUBJECT: First Amendment to Agreement A-8396 with LSY Enterprise Inc. for On-Call Professional Engineering Services.

RECOMMENDATION

That City Council approve and authorize the execution of an Amendment to a Professional Services Agreement with LSY Enterprise Inc. in the amount of \$500,000 for a new not to exceed contract amount of \$1,500,000 for On-Call Professional Engineering Services.

(Public Works and Transportation Committee approved 2-0)

BACKGROUND

On June 30, 2021, the Public Works Department sent out a Request For Qualifications (RFQ) for Multi-Year On-Call Professional Engineering Services. The RFQ solicited proposals for various professional on-call engineering services that included Traffic Engineering. This service is required due to specific traffic engineering needs of various projects and programs. The LSY Engineering Inc. (LSY) was awarded a three-year professional services agreement at the City Council meeting on December 21, 2021.

DISCUSSION

The primary purpose of the on-call contract is to provide professional traffic engineering support with the application of traffic engineering principles and practices to enhance safety and the efficient movement of pedestrians, bicyclists, and vehicular traffic of people and goods. This continued need is a result of staffing shortages within the Transportation and Mobility Division, especially the recently vacant position of City Traffic Engineer along with the vacant positions of Associate Traffic Engineer, Traffic Operations Engineer, and Traffic Signal Technician.

Since the awarding of the original professional services agreement to LSY on December 21, 2021, task orders to provide the following services have been issued:

- Assess Traffic Engineering Division operations and functions and provide findings and recommendations for improvement
- Review and develop traffic investigation, traffic calming options (e.g. speed humps), evaluation, and studies
- Review and develop traffic engineering design plans
- Assist with the management of the traffic signal system, including the Traffic Management Center (TMC) and integration of ITS
- Evaluate and develop engineering projects and programs
- Review and provide guidance on modifications or development of policies
- Assist with developing and enhancing traffic data collection, organization, and management
- Staff training in the various traffic engineering disciplines, which may include traffic collision, circulation, and intersection operation

- Traffic circulation, construction traffic management, and traffic safety evaluations
- Assist the City and schools with school area traffic-related issues and concerns
- Assist with entitlement project reviews and incorporation of SB 743 and local traffic impact analysis

As of the date of writing this staff report, the total amount of all current tasks orders is \$372,228. The additional requested \$500,000 will allow for continued services by LSY to assist with the vacant positions in the Transportation Engineering Division along with specialized transportation expertise.

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 amount of this First Amendment to Agreement A-8396 with LSY Enterprises Inc. is for an additional \$500,000 with a new not to exceed contract value of \$1,500,000 for on-call professional transportation engineering and planning services, and traffic engineering support and expertise in the application of Traffic Engineering principles and practices. There is no change to the current term date of December 21, 2024.

Funds for Fiscal Year 2022-23 for \$65,000 in estimated spending are available in the Fiscal Year 2022-23 Operating Budget in the Transportation and Mobility Division (1013102-53200) for these traffic engineering services. Future Fiscal Year budgets will include recommendations for the City Council's consideration for funding to account for future task orders, if necessary.

For Finance Use Only: General Fund (Org. 1013102, Obj. 53200)

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 2-0 on March 28, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Debbie O'Leary, Transportation Planner

ATTACHMENTS

1. LSY A-8396 First Amendment
2. LSY A-8396 EXECUTED

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment (“First Amendment”) to the Professional Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this 18 day of April, 2023 by and between the City of Oxnard, a municipal corporation (“City”), and LSY Enterprise Inc. (“Consultant”). This First Amendment amends the Agreement entered into on December 21, 2021, by City and Consultant.

City and Consultant agree as follows:

1. The amount in Section 6 of the Cover Page of the Agreement is hereby amended to “\$1,500,000.”
2. The reference to the Rates and Costs Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to the Rates and Costs Exhibit as of April 18, 2023. The Rates and Costs Exhibit is hereby disincorporated; instead, the Rates and Costs Exhibit as of April 18, 2023 is attached hereto and incorporated herein by this reference.
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

LSY Enterprise Inc.

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

 Andrew Yi, CEO Date

 Ellen Yi, 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.

Rates and Costs as of April 18, 2023 Exhibit

LSY Enterprise Hourly Rates

LSY Enterprise standard billing rates are displayed below based on classifications.

Classification	Hourly Billing Rate
Principal-in-Charge	\$205.00
Project Manager	\$195.00
Traffic/Civil Engineer	\$195.00
Traffic Signal Engineer	\$170.00
Transportation Planner	\$170.00
Engineering Technician	\$115.00
Analyst	\$110.00
Administration	\$90.00
Overtime, Night, Holiday & Weekend Work	130% of the rates listed above
Subconsultant Mark Up (10%)	processing, handling, and quality control

Billing rates are subject to change annually based on the Cost-of-Living index, not to exceed 5% per year. Updated rates will be mutually agreed upon between the Consultant and the City prior to any new rates taking place.

LIN Consulting Inc.

Standard Fee Schedule

STAFF LEVEL HOURLY RATE

Principal	\$ 205
Senior Project Manager	\$ 195
Project Manager	\$ 185
Senior Engineer	\$ 175
Assistant Project Manager	\$ 165
Project Engineer	\$ 140
Assistant Engineer	\$ 115
Technical Support	\$ 95
Administrative Support	\$ 55

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: December 21, 2021
- (2) Consultant: LSY Enterprise Inc.
- (3) Services: Provide on-call professional transportation engineering and planning services, and traffic engineering support and expertise in the application of Traffic Engineering principles and practices to enhance the safety and efficient movement of pedestrians, cyclists and vehicular traffic of people and goods.
- (4) Schedule of Services: The services must be completed within three (3) years of the Agreement Start Date listed above.
- (5) Agreement Ending Date: December 21, 2024
- (6) Total Agreement Amount: The Total Agreement Amount shall not exceed \$1,000,000 during the three (3) year Contract Term.
- (7) City's Project Manager: Tatiana Arnaout, P.E., City Engineer
- (8) Consultant's Project Manager: Andrew Yi, P.E., T.E., PTOE, Principal
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

LSY Enterprise Inc.
26032 Laguna Court
Valencia, CA 91355
Attn: Andrew Yi, P.E., T.E., PTOE, Principal

FOR CITY:

City of Oxnard, Public Works Engineering
305 West Third Street, 2nd Floor East
Oxnard, CA 93030
Attn: Tatiana Arnaout, P.E., City Engineer

- (11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:
andrewyi@lsy-enterprise.com

CITY'S PROJECT MANAGER:
tatiana.arnaout@oxnard.org

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

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Insurance Exhibit (INS-A)
- ☐ Prevailing Wage Exhibit
- ☒ Iran Contracting Act Certification



AGREEMENT FOR PROFESSIONAL SERVICES

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

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

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

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

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

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

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and

indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

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

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

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

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

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

written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

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

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

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or

impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

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

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

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

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

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

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

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

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

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

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

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

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

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

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

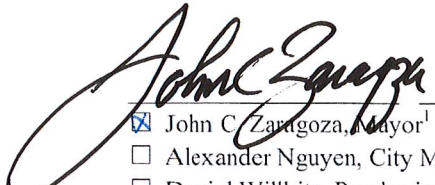
38. Iran Contracting Act Certification. In accordance with Public Contract Code Section 2200 et seq., the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars (\$1,000,000) or more, must certify at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable. The form of such Iran Contracting Certificate is included with this Agreement and must be signed and dated under penalty of perjury.

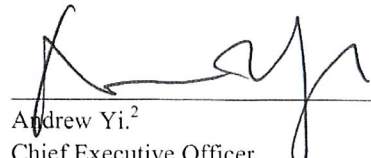
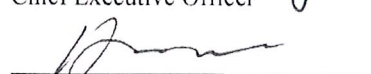
[Signatures on next page]

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

CITY OF OXNARD

LSY ENTERPRISE INC.

 12-12-21
☒ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ , Buyer


 Andrew Yi,²
 Chief Executive Officer

 Ellen Yi
 Chief Financial Officer

Nov, 9 / 2021
 Date
11/9/2021
 Date

ATTEST:

 12/21/21
 Rose Chaparro, Date
 Clerk (only if Mayor signs)

APPROVED AS TO FORM:

 11-19-21
 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; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

SCOPE OF SERVICES EXHIBIT SERVICE GROUP CATEGORY 2 – TRAFFIC ENGINEERING

The Scope of Services for Traffic Engineering includes providing professional traffic engineering support and expertise in the application of Traffic Engineering principles and practices to enhance the safety and efficient movement of pedestrians, cyclists and vehicular traffic of people and goods.

Traffic engineering services may include but not be limited to:

- Review of new development projects, including site plans, public improvements, traffic impact analyses, transportation modeling, and area-wide transportation studies, and make recommendations for conditions of approval to address potential traffic issues.
Design and/or review plans for traffic signals, traffic control, and signing and striping.
- Design and/or review plans for modern roundabout design.
- Prepare and implement traffic signal timing and coordination plans and make recommendations for improving signal operations.
- Provide technical support to traffic signal maintenance staff, including traffic signal communication system trouble shooting, central system software, and equipment and systems design.
- Evaluate and implement intelligent transportation systems technologies.
- Review and evaluate traffic collision data and advise City staff on traffic safety issues.
- Conduct traffic safety investigations and prepare engineering reports and studies in response to citizen requests.
- Conduct engineering and traffic surveys for establishing speed limits.
- Prepare all-way stop and traffic signal warrant studies.
- Prepare feasibility studies, traffic analysis and design of modern roundabouts.
- Prepare traffic management plans for special events and provide technical support for field crews during events.
- Prepare neighborhood traffic calming and management plans.
- Plan and design bicycle and pedestrian facilities.
- Attend City Council and Planning Commission meetings, if requested.

RATES AND COSTS EXHIBIT

LSY Enterprise Billing Rate

Hourly rates for LSY Enterprise are displayed below based on classifications.

Classification	Hourly Billing Rate
Principal in Charge	\$185.00
Project Manager	\$185.00
Traffic Engineer	\$185.00
Engineer	\$160.00
Traffic Signal Engineer	\$140.00
Engineering Technician	\$110.00
Planner/Administration	\$90.00
Overtime, Night, Holiday & Weekend Work	130% of the rates listed above
Subconsultant Mark Up (15%)	processing, handling, and quality control

LIN Consulting, Inc.

Standard Fee Schedule

STAFF LEVEL	HOURLY
Principal	\$ 205
Senior Project Manager	\$ 195
Project Manager	\$ 185
Senior Engineer	\$ 175
Assistant Project Manager	\$ 165
Project Engineer	\$ 140
Assistant Engineer	\$ 115
Technical Support	\$ 95
Administrative Support	\$ 55

INSURANCE EXHIBIT INS-A

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. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

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. _____
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.

LSY A-8396 Professional Services Agreement

ACORD CERTIFICATE OF INSURANCE					ISSUE DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE			
		COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.	SAMPLE			GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$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. _____ P.O. Box 100085 - OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")			SUBMIT IN DUPLICATE					
			ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)				
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits							
NAMED INSURED SAMPLE	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____							
APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered								
CITY AGREEMENTS/PERMITS								
TYPE OF INSURANCE								
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence			OTHER PROVISIONS					
COVERAGES	LIABILITY LIMITS IN THOUSANDS \$ <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">EACH OCCURRENCE</th> <th style="width: 50%;">AGGREGATE</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"></td> <td></td> </tr> </tbody> </table>		EACH OCCURRENCE	AGGREGATE			CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
EACH OCCURRENCE	AGGREGATE							
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____								
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:								
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.								
ENDORSEMENT HOLDER								
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ 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 _____ <i>(original signature required)</i> Telephone: () _____ Date Signed: _____					

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

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
 Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete one of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

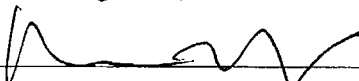
Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

LSY Enterprise, Inc

82-1747385

By (Authorized Signature):



Printed Name & Title of Person Signing:

Date Executed

Andrew Yi, Owner

Nov 9, 2021

Executed in the County of Los Angeles in the State of California

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____



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

DATE: April 18, 2023
TO: City Council
FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org
SUBJECT: Authorize the Submission of an Application to the Homekey Program in Partnership with Cabrillo Economic Development Corporation.

RECOMMENDATION

That the City Council adopt a resolution approving and authorizing the City Manager or Designee to submit an application to the State of California Department of Housing and Community Development (HCD) for the Homekey Program and authorizing the City Manager to accept the grant funds upon award and approval of the HCD Agreement.

BACKGROUND

On March 29, 2023, the State of California Department of Housing and Community Development (HCD) issued a Notice of Funding Availability (NOFA) for approximately \$736 million in grant funding for the Homekey Program (Homekey). Building on the success of both Project Roomkey and the first two rounds of Homekey, this Program is a statewide effort to sustain and rapidly expand housing for persons experiencing homelessness or At Risk of Homelessness, and who are, thereby, disproportionately impacted by and at increased risk for medical diseases.

Funds under the Homekey Program are available to local public entities to purchase and rehabilitate housing, including hotels, motels, vacant apartment buildings and other buildings, and convert them into interim or permanent, long-term housing. Local public entities may apply independently or may apply jointly with a nonprofit or for-profit developer as a Co-Applicant. Applications for Homekey funding will be accepted by HCD between April 24, 2023 through July 28, 2023 or until funds are expended, whichever comes first. Therefore, applicants are encouraged to apply for funding as soon as possible. An award will be made within sixty to ninety days of submission of a complete application and required documentation.

DISCUSSION

In response to the Homekey Program NOFA, staff is proposing that the City of Oxnard, with Cabrillo Economic Development Corporation (CEDC) as a Co-Applicant, apply for Homekey funds for the acquisition, rehabilitation, and operating subsidy costs of the fifty-five-room Del Playa Inn Hotel, located at 711 West Hueneme Road in Oxnard. The property is a 1.13-acre property fronting Hueneme Road adjacent to South J Street. Based on the 2023 Point and Time Count conducted, there are 838 people experiencing homelessness in the City of Oxnard on any given night. This funding opportunity will assist the City to address homelessness in Oxnard.

CEDC is a non-profit corporation that works to provide affordable housing to low-income households for sale or for rent. For the past thirty-nine years the CEDC has been one of the leading nonprofit housing developers in Ventura County and currently manages twenty-three owned properties in Ventura County totaling 1,129 apartments, including three special needs housing developments in Oxnard.

PROJECT DESCRIPTION

Conceptually, the proposed project will include acquisition of the Del Playa Inn Hotel and repurposing fifty-three existing units into permanent supportive housing single room occupancy units with kitchenettes, private bathrooms, two manager's units, and daily access to an on-site homeless services center providing supportive services as well as access to supportive services staff of CEDC. CEDC will construct the homeless services center that will provide homeless individuals and tenants of the permanent supportive housing units supportive services and access to onsite amenities such as showers, restrooms, laundry facilities, and storage. These on-site amenities and services are commonly referred to as a "day drop in center".

PROPOSED GRANT APPLICATION

The total development budget is estimated to be approximately \$24 million. Staff proposes to apply to the State of California for \$17,600,300 from the Homekey program as the majority funding source for this Project. It is anticipated that the mixed-use project could require an approximately \$2.5 million contribution from the City. The balance of the development budget is anticipated to be from CEDC and private sources.

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 as a result of this City Council action. However, if the Project is awarded Homekey funding then staff will return to the City Council to appropriate the grant funding and identify a funding source to pay for the City's contribution to the Project of approximately \$2,500,000. Staff is seeking authorization to accept a special allocation of grant funds from the State of California identified in the budget legislation for this year. Additionally, staff may seek to allocate funding from the previously appropriated ARPA funds for the redevelopment of the Hueneme Road commercial corridor.

COMMITTEE OUTCOME

This item did not originate in Committee. This is an urgency item that meets the exception of Resolution No. 15,286, Section F (5).

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Del Playa Inn Homekey Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AUTHORIZING A JOINT APPLICATION TO AND PARTICIPATION
IN THE HOMEKEY PROGRAM FOR THE DEL PLAYA INN

WHEREAS, The Department of Housing and Community Development (“Department”) has issued a Notice of Funding Availability, dated September 9, 2021 (“NOFA”), for the Homekey Program (“Homekey” or “Program”). The Department has issued the NOFA for Homekey grant funds pursuant to Health and Safety Code section 50675.1.3 (Assembly. Bill No. 140 (2021-2022 Reg. Sess.), § 20.).

WHEREAS, The City of Oxnard (“Co-Applicant”) desires to jointly apply for Homekey grant funds with Cabrillo Economic Development Corporation (“Corporation”). Therefore, Co-Applicant is joining Corporation in the submittal of an application for Homekey funds (“Application”) to the Department for review and consideration.

WHEREAS, The Department is authorized to administer Homekey pursuant to the Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code). Homekey funding allocations are subject to the terms and conditions of the NOFA, the Application, the Department-approved STD 213, Standard Agreement (“Standard Agreement”), and all other legal requirements of the Homekey Program.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES AS FOLLOWS:

Section 1. Co-Applicant is hereby authorized and directed to submit a joint Application to the Department in response to the NOFA, and to jointly apply for Homekey grant funds in a total amount not to exceed \$20,000,000.

Section 2. If the Application is approved, Co-Applicant is hereby authorized and directed to enter into, execute, and deliver a Standard Agreement in a total amount not to exceed \$20,000,000, any and all other documents required or deemed necessary or appropriate to secure the Homekey funds from the Department and to participate in the Homekey Program, and all amendments thereto (collectively, the “Homekey Documents”).

Section 3. Co-Applicant acknowledges and agrees that it shall be subject to the terms and conditions specified in the Standard Agreement, and that the NOFA and Application will be incorporated in the Standard Agreement by reference and made a part thereof. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Standard Agreement. Funds are to be used for the allowable expenditures and activities identified in the Standard Agreement.

Section 4. The City Manager is authorized to execute the Application and the Homekey Documents on behalf of Co-Applicant for participation in the Homekey Program.

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ADOPTED by the City Council of the City of Oxnard at a regular meeting of said Council held on the 18th 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



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. K.1

DATE: April 18, 2023

TO: City Council

FROM: Maureen Tamuri, Interim Community Development Director, (805) 385-7882, maureen.tamuri@oxnard.org

SUBJECT: Project Name: Street Vacation; Planning and Zoning (PZ) Permit No. 21-660-03 (Street Vacation)- A Resolution to vacate an approximately 1,000-square foot undeveloped right-of-way located on the north side of the U.S. 101 and immediately west of Ventura Road in the northern portion of the City of Oxnard. APN: N/A and along the Ventura Freeway (Highway 101) in The RiverPark Specific Plan area. (15 minutes)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing; and
2. Find the Project to be consistent with Final Mitigated Negative Declaration (MND) 22-03 prepared for the Ventura Road Electronic Billboard Project and therefore exempt from further environmental review pursuant to Sections 15162 through 15164 and 15183 of the CEQA Guidelines; and
3. Adopt a Resolution to vacate its right, title and interest in an approximately 1,000-square foot undeveloped right-of-way located on the north side of the U.S. 101 and immediately west of Ventura Road in the northern portion of the City of Oxnard. APN: N/A and along the Ventura Freeway (Highway 101); and
4. Authorize the Mayor to sign a Quitclaim Deed vacating the right-of-way easement to the City of Oxnard, as the underlying property owner.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/juFnLDqpFs8>

BACKGROUND

On October 15, 2020, the City received a development application for a submitted request to approve Planning and Zoning Permit Nos. 20-500-06 (Special Use Permit), 20-670-05 (Development Agreement), and 21-660-03 (Street Vacation) to allow for the installation and operation of an electronic billboard on an approximately 1,000-square foot undeveloped site located on the north side of the U.S. 101 and immediately west of Ventura Road in the northern portion of the City of Oxnard. This application was dependent upon an amendment to the RiverPark Specific Plan (RPSP) and an ordinance amendment allowing for Freeway Adjacent Digital Display Billboards within the City of Oxnard by amending specific provisions of Article IX of Chapter 16 of the Oxnard City Code (OCC). The amendment to the OCC and RPSP was approved by the City Council on March 21, 2023 (first reading), with the second reading scheduled for April 18, 2023. The amendment allows up to four Freeway Adjacent Digital Display Billboards within the City, subject to specific conditions. The project represents the first development in one of the four possible signs. The vacation would not occur unless the amendments to the OCC and RPSP are approved at the second reading.

The Project site is within the current street right-of-way and is proposed to be vacated. On March 21, 2023, the City Council approved a Special Use Permit for the Ventura Road Electronic Billboard Project. As part of the project, the

Applicant was required to request the vacation of the subject right-of-way easement. As the underlying property owner, the City of Oxnard will retain ownership, making it a City-owned property.

The process for a right-of-way vacation is outlined in the Streets and Highways Code Section 8320. Pursuant to Streets and Highways Code Section 8320, a vacation request involves a two-step process. The first step, occurring on March 21, 2023, requires the City Council to review the street vacation requests and adopt a resolution of intention to vacate the easement. The second step involves a noticed public hearing and the adoption of a resolution to vacate the easement by the City Council. In accordance with Streets and Highways Code Section 8320(b)(2), the date of the public hearing shall not be less than 15 days after the initiation of proceedings, which means that the earliest the City Council can schedule a public hearing to consider the easement vacation at a regular City Council meeting is April 18, 2023.

Additionally, all property vacations are to be reviewed for conformance with the General Plan. The vacation was reviewed by the Planning Commission. Based on the denial of the Special Use Permit and recommendations on the other permits, the Commission could not find the street vacation in conformance with the 2030 General Plan. However, in their motion, the Commission stated that should the City Council approve the Freeway Adjacent Digital Display Billboards Ordinance as originally proposed by City Staff, which would allow for this billboard, they would be in support of this proposed Project. On March 21, 2023, the City Council approved the Freeway Adjacent Digital Display Billboards Ordinance as originally proposed. Therefore, the Planning Commission is able to support the project, including finding it consistent with the 2030 General Plan.

On March 21, 2023, the City Council adopted Resolution 15,678 (Attachment 2), declaring its intention to conduct the required proceedings for vacation of the subject easement and directed the City Clerk to schedule a noticed public hearing no less than fifteen days after the Council's initiation of the vacation proceedings, to be held on April 18, 2023.

The adoption of Resolution 15,678 by the City Council is in accordance with the Streets and Highways Code Section 8320, which requires the City Council to review the Street Vacation request and adopt a Resolution of intention to vacate the right-of-way.

ANALYSIS AND DISCUSSION:

The process for a right-of-way vacation is outlined in the Streets and Highways Code Section 8320. Pursuant to Streets and Highways Code Section 8320, a right-of-way vacation request involves a two-step process. The first step, which occurred on March 21, 2023, requires the City Council to review the right-of-way vacation request and adopt a resolution of intention to vacate the right-of-way. The second step involves a noticed public hearing and the adoption of a resolution to vacate the property by the City Council. In accordance with Streets and Highways Code Section 8320(b)(2), the date of the public hearing shall not be less than 15 days after the initiation of proceedings, which means that the earliest the City Council could have scheduled a public hearing to consider the right-of-way vacation at a regular City Council meeting was for April 18, 2023.

The easement vacation map is included as Attachment 3, Exhibit A. Vacating the approximately 1,000-square foot undeveloped site located on the north side of the U.S. 101 and immediately west of Ventura Road in the northern portion of the City of Oxnard will not alter public safety, convenience, and public welfare. The proposed site improvements include the installation of an electronic sign and traffic barrier. In the City's Bicycle and Pedestrian Master Plan, this location is identified as the possible location for the Santa Clara River multi-purpose path. City staff has reviewed the proposed sign and barrier location and confirmed that there is sufficient space for the future path, should it be developed in the future.

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (CEQA) Section 15060, the City of Oxnard, as the Lead Agency, prepared a Mitigated Negative Declaration (MND) in accordance with CEQA and the CEQA Guidelines. The MND identified and discussed potential impacts, mitigation measures, monitoring requirements, and residual impacts for identified subject areas. The MND found that the implementation of the proposed Project would result in potentially significant impacts associated with biological resources, cultural resources, and noise on wildlife species. Mitigation measures have been required to reduce each potentially significant impact to less than significant. The mitigation measures that have been required within the MND would reduce potential significant impacts. These measures include:

(BIO-1 and BIO-2) conducting a pre-construction survey for active bird nests and conducting focused protocol nest survey for least Bell's vireo, and (CR-1 and CR-2) monitoring and collecting, if necessary, any discovered archaeological and paleontological resources. After the implementation of the required mitigation measures, the potential significant impacts would be reduced to less than significant. No remaining significant impacts would occur. With respect to Aesthetics, although less than significant lighting impacts would occur, the MND includes mitigation measures that are recommended to further reduce less than significant light impacts. These measures include: (AES-1 and AES-2) allowing for remote shut off in the event of malfunction and conducting illumination level verification tests.

The MND was available for public review from June 30, 2022, and ended on July 29, 2022. The City of Oxnard received five comment letters on the Draft MND. The comment letters and responses to each comment have been prepared and included in the Final IS/MND. Comments provided will be considered by the decision-making body in accordance with CEQA Guidelines, Section 15074(b).

With the inclusion of the mitigations for the areas noted above, the Project will not have a significant effect on the environment. Therefore, a Mitigated Negative Declaration (MND) was prepared with mitigation measures and a monitoring program in accordance with the provisions of CEQA.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

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

FINANCIAL IMPACT

The Applicant shall pay to the City 30 percent of the Annual Net Revenue, with a minimum guarantee of \$150,000 annually. Revenue receipt is dependent on construction timing, but would be anticipated in Fiscal Year 2023-24 at the earliest.

COMMITTEE OUTCOME

This is a Public Hearing and was reviewed by the Planning Commission (Commission), therefore this item did not originate in Committee.

Prepared by: Joe Pearson II, AICP, Planning & Environmental Services Manager

ATTACHMENTS

1. Maps (Vicinity and Aerial)
2. Resolution 15,678
3. Draft City Council Resolution and Exhibit A- Property Area Exhibit
4. Ventura Road Vacation CC Presentation

Vicinity Map





CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 15,678

A RESOLUTION OF INTENT OF THE CITY COUNCIL OF THE CITY OF OXNARD DECLARING AN INTENTION TO VACATE A APPROXIMATELY 1,000-SQUARE FEET OF UNDEVELOPED RIGHT OF WAY LOCATED ON THE NORTH SIDE OF THE U.S. 101 AND IMMEDIATELY WEST OF VENTURA ROAD IN THE NORTHERN PORTION OF THE CITY OF OXNARD. (APN: N/A) IS IN CONFORMANCE WITH THE OXNARD 2030 GENERAL PLAN PURSUANT TO SECTION 65402 OF THE GOVERNMENT CODE. FILED BY LARS SKUGSTAD, 1111 BROADWAY, SUITE 1515, OAKLAND, CA 94607 (THE "APPLICANT") ON BEHALF OF THE CITY OF OXNARD (THE "PROPERTY OWNER").

WHEREAS, on October 15, 2020, Lars Skugstad (the "Applicant" and/or "Permittee" and/or "Developer") submitted a request to approve Planning and Zoning Permit Nos. 20-500-06 (Special Use Permit), 20-670-05 (Development Agreement), and 21-660-03 (Street Vacation) to allow for the installation and operation of an electronic billboard on an approximately 1,000-square foot undeveloped site located on the north side of the U.S. 101 and immediately west of Ventura Road in the northern portion of the City of Oxnard "Property". The Special Use Permit allows for the development of an electronic billboard that would include a digital display of advertisements of various businesses, activities, services or products. The top of the billboard would be approximately 80 feet in height above the ground, and the dimensions of the electronic billboard sign would be 14.5 feet in height and 48.5 feet in width. The electronic billboard would have a two-sided light-emitting diode (LED) digital display that would have dimensions of 14 feet in height and 48 feet in width. The proposed Development Agreement will allow for the use of City property for the purpose of a Freeway Adjacent Digital Display Billboard and outline the required public benefits to be provided by the future development. The proposed Street Vacation would vacate the existing right-of-way to the City of Oxnard ("Project"); and

WHEREAS, The Property, includes a approximately 1,000-square foot undeveloped site located on the north side of the U.S. 101 and immediately west of Ventura Road in the northern portion of the City of Oxnard, as shown in Exhibit 1 of this resolution, and incorporated by reference; and

WHEREAS, The City of Oxnard is the owner of record of the right of way easement and the underlying Property ; and

WHEREAS, The 2030 General Plan in a comprehensive, long term plan that guides land use and physical development of land within the City of Oxnard and provides policy direction regarding land uses that are intended to serve the community; and

WHEREAS, Whenever a public agency proposes to acquire, dispose, vacate or abandon any real property, California Government Code Section 65402 requires a report on conformity with the General Plan; and

WHEREAS, The subject property is designated Commercial Regional (CR) by the City's 2030 General Plan and is zoned RiverPark Specific Plan (RPSP); and

WHEREAS, January 19, 2023, the City of Oxnard Planning Commission considered a Special Use Permit (PZ 20-500-06) for the Ventura Road Electronic Billboard Project, including a California Environmental Quality Act (CEQA) review for the physical development, and made findings of General Plan Consistency for the project at that time; and

WHEREAS, The vacation of this easement, as documented in the staff report, would be consistent General Plan policies regarding the use of the sites and would not adversely impact General Plan policies related to the provision of adequate utilities, with the roadway dedication; and

WHEREAS, The proposed Project, include the right-of-way vacation, as documented in the staff report, would be consistent General Plan policies regarding the use of the site and would not adversely impact General Plan policies related to the provision of with the roadway dedication; and

WHEREAS, The vacation of this easement and the ultimate use of the parcel for a Electronic Billboard is consistent with the land use designation on the subject site, subject to City Council's approval of Ordinance Amendment (PZ 20-580-06) to allow for Freeway Adjacent Digital Display Billboards, Specific Plan Amendment (PZ 20-630-02) to allow Freeway Adjacent Digital Display Billboards pursuant to the Oxnard City Code, Development Agreement (PZ 20-670-05) to allow for the use of City Property, and a Street Vacation (21-660-03) to vacate the right of way. Future use of the parcel will be required to comply with all City codes and regulations; and

WHEREAS, the Planning Commission of the Oxnard reviewed the vacation request at its regular meeting of January 19, 2023 in accordance with Government Code section 65402. However, due recommended changes the the proposed Ordinance Amendment (PZ 20-580-06), the Planning Commission, could not find the vacation in conformance with the 2030 General Plan. However, in the motion the Commission stated that should the City Council not accept the proposed changes they would be in support of the Project, including the Vacation. Therefore, should the City Council approve Ordinance Amendment (PZ 20-580-06) as originally proposed, the Planning Commission will have determined that the vacation is consistent with the goals and policies of the City's adopted General Plan and recommend that the City Council consider and approve the easement vacation request and is deemed a finding of conformity pursuant to Government Code Section 65402.

WHEREAS, on March 21, 2023, the City Council of the City of Oxnard reviewed the easement vacation request in accordance with the general vacation procedures contained in the Streets and Highways Code Section 8320 and adopted a resolution to declare its intention to vacate the subject easement. The City Council set the request for a public hearing on Tuesday,

April 18, 2023 at 6:00 p.m. at the City Council Chambers of the City of Oxnard located at 305 West Third Street in Oxnard, California.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD:

SECTION 1. The City Council, in accordance with the California Environmental Quality Act (CEQA), determines that after implementation of standard conditions and mitigation measures identified in the Final IS/MND 22-03, all potentially significant impacts associated with the proposed project would be reduced to less than significant levels.

SECTION 2. That it is the intention of the City Council of the City of Oxnard to vacate an approximately 1,000-square foot undeveloped site located on the north side of the U.S. 101 and immediately west of Ventura Road in the northern portion of the City of Oxnard, and that the City Council hereby directs the City Clerk to schedule a public hearing in accordance with the vacation procedures contained in California Streets and Highway Code Section 8300 et seq to be held on Tuesday, April 18, 2023, at 6:00 p.m. at the at the City Council Chambers of the City of Oxnard located at 305 West Third Street in Oxnard, California. At this hearing, all interested parties may introduce evidence and testimony pertaining to the proposed street vacation.

SECTION 3. The map attached hereto as Exhibit "A" shows the approximate area to be vacated and shall be on file in the office of the City Clerk located at 300 West Third Street, Fourth Floor, Oxnard, California 93030.

SECTION 4. The City Clerk shall schedule and notice a public hearing in compliance with Streets and Highway Code sections 8320, 8322 and 8323, at which time all persons interested in or objecting to the proposed vacation may be heard and present evidence.

SECTION 5. The City Clerk's office is directed to publish and post notice of this proposed vacation in accordance with sections 8322 and 8323 of the California Streets and Highways Code.

SECTION 6. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Oxnard on this 21st day of March 2023, by the following vote:

AYES: Councilmembers Basua, MacDonald, Madrigal, Perello and Zaragoza

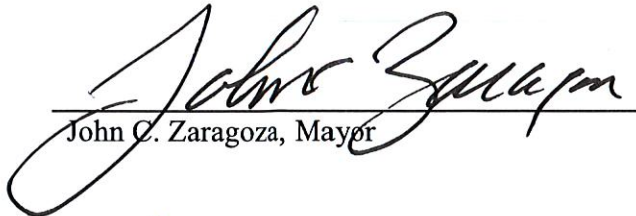
NOES: Councilmember Teran

ABSENT: None.

Resolution No. 15,678
PZ 21-660-03; Ventura Road Electronic Billboard Project
March 21, 2023
Page 4 of 5

ABSTAIN: None.

RECUSE: None.


John C. Zaragoza, Mayor

ATTEST:  3/21/23
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

 3/16/2023
Stephen M. Fischer, City Attorney

*Resolution No. 15,678
PZ 21-660-03; Ventura Road Electronic Billboard Project
March 21, 2023
Page 5 of 5*

EXHIBIT A

PROPERTY AREA EXHIBIT

EXHIBIT "A"

DESCRIPTION

A VARIABLE WIDTH LEASE AREA FOR ALL THAT PORTION OF LAND IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, BEING A PORTION OF PROPERTY AS DESCRIBED IN THE RELINQUISHMENT TO THE COUNTY OF VENTURA, AS RECORDED IN BOOK 1518, AT PAGES 81 THROUGH 84 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDS, AND PER THE EFFECT OF ORDINANCE NO. 746, ANNEXATION 61-11, ADOPTED FEBRUARY 20, 1962, PURPORTEDLY TO BECOME EFFECTIVE MARCH 22, 1962, PURPORTING TO ANNEX THE SUBJECT LAND INTO THE CITY OF OXNARD, STATE OF CALIFORNIA, PURSUANT TO THE TERMS COVENANTS, CONDITIONS AND PROVISIONS CONTAINED THEREIN, THE LEASE AREA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY TERMINUS OF A TANGENT LINE BEARING NORTH 82°02'39" EAST, HAVING A DISTANCE OF 245.42 FEET, ALSO BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 780.00 FEET, AS SHOWN ON TRACT NO. 4434, RECORDED IN MAP BOOK 114, PAGES 62 THROUGH 66, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE LEAVING SAID TANGENT LINE, SOUTH 59°48'46" WEST, A DISTANCE OF 851.86 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,054.96 FEET AND A RADIAL LINE BEARING NORTH 52°46'55" WEST, SAID BEGINNING OF CURVE BEING THE POINT OF BEGINNING; THENCE, SOUTHWESTERLY ALONG SAID CURVATURE,

1. THROUGH A CENTRAL ANGLE OF 03°04'15", AN ARC DISTANCE OF 56.54 FEET; THENCE,
2. NORTH 66°28'23" WEST, A DISTANCE OF 25.28 FEET, TO THE NORTHWESTERLY LINE OF RELINQUISHMENT OF STATE HIGHWAY TO VENTURA COUNTY PER BOOK 1518, PAGE 81 OF OFFICIAL RECORDS OF SAID COUNTY RECORDER, BEING A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 140.00 FEET AND A RADIAL LINE TO SAID CURVATURE BEARING NORTH 57°26'00" WEST; THENCE NORTHEASTERLY ALONG SAID CURVATURE,
3. THROUGH A CENTRAL ANGLE OF 24°31'24", AN ARC DISTANCE OF 59.92 FEET, TO THE INTERSECTION WITH A LINE BEARING NORTH 65°58'23" WEST FROM THE POINT OF BEGINNING; THENCE, ALONG SAID LINE,
4. SOUTH 65°58'23" EAST, A DISTANCE OF 15.59 FEET, TO THE POINT OF BEGINNING.

ALL AS SHOWN ON EXHIBIT "B", AND BY REFERENCE HEREIN, MADE A PART HEREOF.

Chris Nelson

CHRIS NELSON, PLS 6385
DATED: JUNE 14, 2021



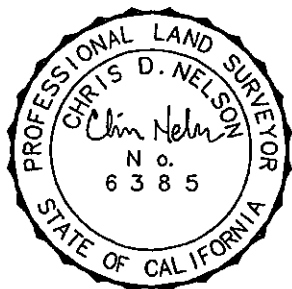


LEASE AREA
1,244.5 ± SQ. FT

EXHIBIT 'B'



SCALE: 1" = 10'



DATED: 06/09/2021

POINT OF COMMENCEMENT
BEGINNING CURVE
 $\Delta=30^{\circ}07'01''$ $R=780.00'$
 $T=209.85'$ $L=410.00'$
 $S59^{\circ}48'46''W$
TO BEGINNING CURVE PER TRACT
NO. 4334, M.B. 114, PAGES 62-66
 $N82^{\circ}02'39''E$ 245.42'
CENTERLINE PER TRACT NO.
4334, M.B. 114, PAGES 62-66
C/L VARIES

NORTH VENTURA ROAD

IDENTICAL

POINT OF BEGINNING

NORTHWESTERLY LINE OF RELINQUISHMENT
OF STATE HIGHWAY TO VENTURA COUNTY
PER BOOK 1518, PAGE 81, O.R.
 $L=59.92'$
 $R=140.00'$
 $\Delta=24^{\circ}31'24''$

VARIABLE WIDTH LEASE AREA

RELINQUISHMENT OF STATE HIGHWAY TO VENTURA COUNTY PER BOOK 1518, PAGE 81, O.R.
AND ANNEXATION TO THE CITY OF OXNARD PER ORDINANCE NO. 746, ANNEXATION 61-11,
ADOPTED 2/20/1962 AND PURPORTEDLY TO BECOME EFFECTIVE 3/22/1962
 $\Delta=0104'15''$
CURB FACE
 $R=1,054.96'$
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SOUTHEASTERLY LINE OF RELINQUISHMENT OF STATE
HIGHWAY TO VENTURA COUNTY PER BOOK 1518,
PAGE 81, O.R.

VENTURA FREEWAY
U.S. HIGHWAY NO. 101

NORTHEASTERLY LINE OF FREEWAY OVERPASS

JOB NO.: 19-5125

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE VACATION OF A APPROXIMATELY 1,000-SQUARE FEET OF UNDEVELOPED RIGHT OF WAY LOCATED ON THE NORTH SIDE OF THE U.S. 101 AND IMMEDIATELY WEST OF VENTURA ROAD IN THE NORTHERN PORTION OF THE CITY OF OXNARD. (APN: N/A) AND AUTHORIZING THE MAYOR TO SIGN A QUITCLAIM DEED ASSOCIATED WITH THE SUBJECT SITE. FILED BY LARS SKUGSTAD, 1111 BROADWAY, SUITE 1515, OAKLAND, CA 94607 (THE “APPLICANT”) ON BEHALF OF THE CITY OF OXNARD (THE “PROPERTY OWNER”).

WHEREAS, on October 15, 2020, Lars Skugstad (the “Applicant” and/or “Permittee” and/or “Developer”) submitted a request to approve Planning and Zoning Permit Nos. 20-500-06 (Special Use Permit), 20-670-05 (Development Agreement), and 21-660-03 (Street Vacation) to allow for the installation and operation of an electronic billboard on an approximately 1,000-square foot undeveloped site located on the north side of the U.S. 101 and immediately west of Ventura Road in the northern portion of the City of Oxnard “Property”. The Special Use Permit allows for the development of an electronic billboard that would include a digital display of advertisements of various businesses, activities, services or products. The top of the billboard would be approximately 80 feet in height above the ground, and the dimensions of the electronic billboard sign would be 14.5 feet in height and 48.5 feet in width. The electronic billboard would have a two-sided light-emitting diode (LED) digital display that would have dimensions of 14 feet in height and 48 feet in width. The proposed Development Agreement will allow for the use of City property for the purpose of a Freeway Adjacent Digital Display Billboard and outline the required public benefits to be provided by the future development. The proposed Street Vacation would vacate the existing right-of-way to the City of Oxnard (“Project”); and

WHEREAS, The Property, includes a approximately 1,000-square foot undeveloped site located on the north side of the U.S. 101 and immediately west of Ventura Road in the northern portion of the City of Oxnard, as shown in Exhibit A of this resolution, and incorporated by reference; and

WHEREAS, The City of Oxnard is the owner of record of the right of way easement and the underlying Property ; and

WHEREAS, The 2030 General Plan in a comprehensive, long term plan that guides land use and physical development of land within the City of Oxnard and provides policy direction regarding land uses that are intended to serve the community; and

WHEREAS, Whenever a public agency proposes to acquire, dispose, vacate or abandon any real property, California Government Code Section 65402 requires a report on conformity with the General Plan; and

WHEREAS, The subject property is designated Commercial Regional (CR) by the City’s

2030 General Plan and is zoned RiverPark Specific Plan (RPSP); and

WHEREAS, January 19, 2023, the City of Oxnard Planning Commission considered a Special Use Permit (PZ 20-500-06) for the Ventura Road Electronic Billboard Project, including a California Environmental Quality Act (CEQA) review for the physical development, and made findings of General Plan Consistency for the project at that time; and

WHEREAS, The vacation of this easement, as documented in the staff report, would be consistent General Plan policies regarding the use of the sites and would not adversely impact General Plan policies related to the provision of adequate utilities, with the roadway dedication; and

WHEREAS, The proposed Project, include the right-of-way vacation, as documented in the staff report, would be consistent General Plan policies regarding the use of the site and would not adversely impact General Plan policies related to the provision of with the roadway dedication; and

WHEREAS, The vacation of this easement and the ultimate use of the parcel for a Electronic Billboard is consistent with the land use designation on the subject site, subject to City Council's approval of Ordinance Amendment (PZ 20-580-06) to allow for Freeway Adjacent Digital Display Billboards, Specific Plan Amendment (PZ 20-630-02) to allow Freeway Adjacent Digital Display Billboards pursuant to the Oxnard City Code, Development Agreement (PZ 20-670-05) to allow for the use of City Property, and a Street Vacation (21-660-03) to vacate the right of way. Future use of the parcel will be required to comply with all City codes and regulations; and

WHEREAS, the Planning Commission of the Oxnard reviewed the vacation request at its regular meeting of January 19, 2023 in accordance with Government Code section 65402. However, due recommended changes the the proposed Ordinance Amendment (PZ 20-580-06), the Planning Commission, could not find the vacation in conformance with the 2030 General Plan. However, in the motion the Commission stated that should the City Council not accept the proposed changes they would be in support of the Project, including the Vacation. Therefore, should the City Council approve Ordinance Amendment (PZ 20-580-06) as originally proposed, the Planning Commission will have determined that the vacation is consistent with the goals and policies of the City's adopted General Plan and recommend that the City Council consider and approve the easement vacation request and is deemed a finding of conformity pursuant to Government Code Section 65402; and

WHEREAS, on March 21, 2023, the City Council of the City of Oxnard reviewed the easement vacation request in accordance with the general vacation procedures contained in the Streets and Highways Code Section 8320 and adopted a resolution to declare its intention to vacate the subject easement. The City Council set the request for a public hearing on Tuesday, April 18, 2023 at 6:00 p.m. at the City Council Chambers of the City of Oxnard located at 305 West Third Street in Oxnard, California; and

WHEREAS, on April 18, 2023, the City Council of the City of Oxnard conducted a public hearing for the requested vacation of a approximately 1,000-square foot undeveloped site located on the north side of the U.S. 101 and immediately west of Ventura Road in the northern portion of the City of Oxnard, which was duly noticed, and at which time all persons desiring to be heard were heard; and

WHEREAS, evidence was submitted and considered to include without limitation: plans submitted by the Applicant; written information submitted with the application; oral testimony from Staff, the applicant, and the public; staff report, dated April 18, 2023, which was incorporated by this reference as though fully set forth herein; and additional information submitted during the hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD:

SECTION 1. The City Council, in accordance with the California Environmental Quality Act (CEQA), determines that after implementation of standard conditions and mitigation measures identified in the Final IS/MND 22-03, all potentially significant impacts associated with the proposed project would be reduced to less than significant levels.

SECTION 2. That the City Council of the City of Oxnard does hereby vacate an approximately 1,000-square foot undeveloped right-of-way located on the north side of the U.S. 101 and immediately west of Ventura Road in the northern portion of the City of Oxnard.

SECTION 3. The map attached hereto as Exhibit “A” shows the approximate area to be vacated and shall be on file in the office of the City Clerk located at 300 West Third Street, Fourth Floor, Oxnard, California 93030.

SECTION 4. The Mayor is hereby authorized to sign the quitclaim deed associated with this request and any additional documentation necessary to facilitate the vacation of the right-of-way easement referenced in this Resolution.

SECTION 5. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Oxnard on this 18th day of April 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

John Zaragoza, Mayor

ATTEST: _____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Resolution No. _____
PZ 21-660-03; Ventura Road Vacation
April 18, 2023
Page 5 of 5

EXHIBIT A

PROPERTY AREA EXHIBIT

EXHIBIT "A"

DESCRIPTION

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ALL AS SHOWN ON EXHIBIT "B", AND BY REFERENCE HEREIN, MADE A PART HEREOF.

Chris Nelson

CHRIS NELSON, PLS 6385
DATED: JUNE 14, 2021





LEASE AREA
1,244.5 ± SQ. FT

EXHIBIT 'B'



SCALE: 1" = 10'



DATED: 06/09/2021

36.5'
POINT OF COMMENCEMENT
BEGINNING CURVE
 $\Delta=30^{\circ}07'01''$ $R=780.00'$
 $T=209.85'$ $L=410.00'$
S59° 48' 46"W
N82° 02' 39"E 245.42'
TO BEGINNING CURVE PER TRACT
NO. 4334, M.B. 114, PAGES 62-66
CENTERLINE PER TRACT NO.
4334, M.B. 114, PAGES 62-66
C/L
VARIES
47.5'

NORTH VENTURA ROAD

IDENTICAL

NORTHWESTERLY LINE OF RELINQUISHMENT
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CURB FACE
 $\Delta=03^{\circ}04'15''$
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POINT OF BEGINNING

SOUTHEASTERLY LINE OF RELINQUISHMENT OF STATE
HIGHWAY TO VENTURA COUNTY PER BOOK 1518,
PAGE 81, O.R.

VENTURA FREEWAY
U.S. HIGHWAY NO. 101

NORTHEASTERLY LINE OF FREEWAY OVERPASS

Easement Vacation for Ventura Road Electronic Billboard Project

Planning & Zoning Permit No. 21-660-03 (Street Vacation)

Joe Pearson II, Planning Manager
Maureen Tamuri, Interim Community Development Director

City Council
April 18, 2023

- Vacation of approximately 1,000-square foot undeveloped site located on the north side of the U.S. 101 and immediately west of Ventura Road.

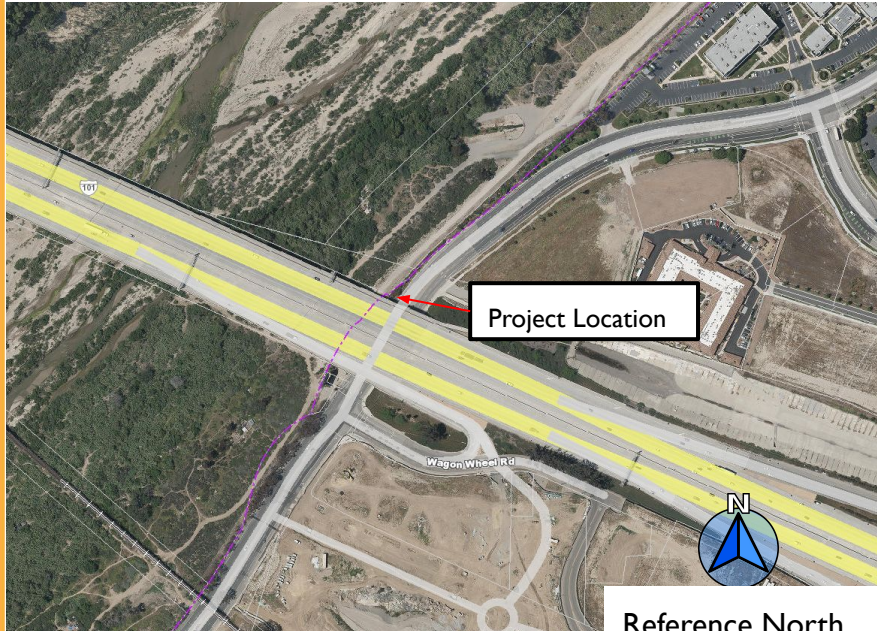


Project Location



Project Location

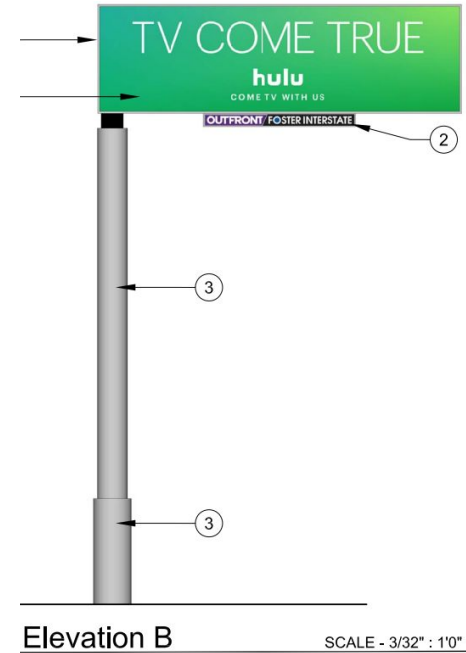
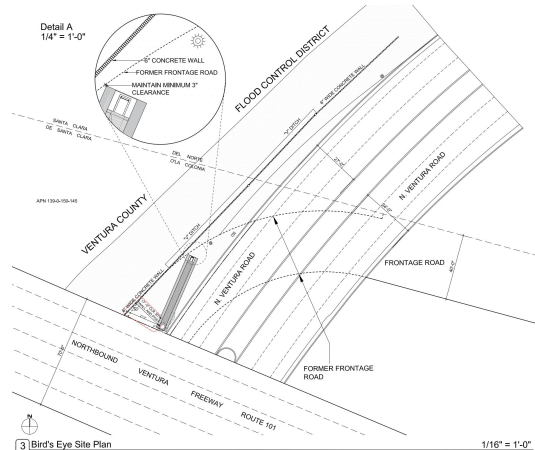
Aerial-View



LOCATION	GENERAL PLAN	ZONING	EXISTING LAND USE
Project Site	Commercial Regional	The RiverPark Specific Plan (Commercial: Office)	Vacant
North	Commercial Regional	The RiverPark Specific Plan (Commercial: Office)	Light Industrial Development
South	Highway 101/Easement	Highway 101/The Village Specific Plan	Highway 101/Residential
East	Commercial Regional	The RiverPark Specific Plan (Residential: Very High or Commercial Regional)	Vacant (Approved Fore Apartments Project (PZ 19-200-16))
West	County Unincorporated	County Unincorporated	Santa Clara River

Background

- On March 21, 2023, the City Council approved a Special Use Permit for the Ventura Road Electronic Billboard Project.
- As a part of the project, the Applicant was required to request the vacation of the subject right-of-way easement. As the underlying property owner, the City of Oxnard will retain ownership, making it a City-owned property.



Planning Commission Determination

- On February 2, 2023, the Commission denied a Special Use Permit and recommended City Council denial of three related permits, for a Electric Billboard, which will be described in this presentation.
- Based on the denial of the Special Use Permit, the Commission could not find the street vacation in conformance with the 2030 General Plan.
- However, in their motion, the Commission stated that should the City Council approve the Freeway Adjacent Digital Display Billboards Ordinance as originally proposed by City Staff, which would allow for this billboard they would be in support of this proposed Project. This would include finding it consistent with the 2030 General Plan.

- On March 21, 2023, The City Council adopted Resolution 15,678
 - Declaring its intention to conduct the required proceedings for vacation of the subject easement.
 - Directed the City Clerk to schedule a noticed public hearing no less than fifteen days after the Council's initiation of the vacation proceedings, to be held on April 18, 2023
- The adoption of City Council 15,678 by the City Council is in accordance with the Streets and Highways Code Section 8320:
 - Requires the City Council to review the street vacation request and adopt a resolution of intention to vacate the right-of-way
 - The City Council is required to direct the City Clerk to schedule a public hearing not less than 15 days after the initiation of proceedings

Purpose of Easement Vacation

- The Vacation would facilitate the development of the Ventura Road Electronic Billboard Project.
- City staff has reviewed the proposed sign and barrier location and confirmed that there is sufficient space for the future path, should it be developed in the future.

Environmental Review

- An environmental consultant, under the supervision of Planning Division staff, prepared IS/MND which evaluated potential environmental impacts of the proposed Project. The IS/MND was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA).
- City prepared a Mitigated Negative Declaration (MND):
 - a. MND review period for 30 days (30 days required)
 - b. City received five comment letters
 - c. Comments and responses included in MND
 - d. Changes made to Draft MND for Final MND based on comments
- Final IS/MND includes a Mitigation Monitoring and Reporting Program:
 - a. Details process to implement required mitigation measures
 - b. After implementation of standard conditions and mitigation measures, all potentially significant impacts reduced to less than significant levels

Environmental Review

- Final IS/MND identified the following:
 - Class 2 impacts (potentially significant by mitigable, mitigation required)
 - Biological Resources
 - Cultural and Tribal Cultural Resources
 - All other impact area were identified as Class 3 (less than significant)
 - Aesthetics included two recommended mitigations were incorporated
- Staff determined that there is no substantial evidence that the Project will have a significant effect on the environment.

Staff Recommendation

That the City Council:

1. Find the Project to be consistent with Final Mitigated Negative Declaration (MND) 22-03 prepared for the Ventura Road Electronic Billboard Project and therefore exempt from further environmental review pursuant to Sections 15162 through 15164 and 15183 of the CEQA Guidelines; and
2. Adopt a Resolution to vacate its right, title and interest in a approximately 1,000-square foot undeveloped site located on the north side of the U.S. 101 and immediately west of Ventura Road in the northern portion of the City of Oxnard. APN: N/A and along the Ventura Freeway (Highway 101); and
3. Authorize the Mayor to sign a Quitclaim Deed vacating the street easement to the City of Oxnard, as the underlying property owner.





CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.1

DATE: April 18, 2023

TO: City Council

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

SUBJECT: Termination of Local Emergency Due to Water Shortage Emergency Conditions. (10 minutes)

RECOMMENDATION

That the City Council adopt a resolution proclaiming the termination of a local emergency due to water shortage emergency conditions.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/HjP9ZDiEmo4>

BACKGROUND

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

In response to California experiencing extreme drought conditions from 2020 to 2022, on October 19, 2021, Governor Newsom proclaimed a State of Emergency to exist in California as a result of severe drought conditions. On April 26, 2022, The Metropolitan Water District of Southern California (MWD) declared a water shortage emergency condition in State Water Project (SWP) dependent areas and established an Emergency Water Conservation Program (EWCP) framework with mandatory conservation measures. On April 27, 2022, Calleguas Municipal Water District (CMWD) declared a Water Shortage Emergency Condition exists within its service area and adopted an EWCP consistent with that of MWD. Accordingly, On May 17, 2022, the Oxnard City Council declared a local emergency due to the severe water shortage conditions and adopted Resolution No. 15,568 declaring a local drought emergency. The proclamation of a local drought emergency allowed the city to implement water conservation measures required to combat severe drought conditions consistent with State, MWD, and CMWD directives.

DISCUSSION

As of the beginning of 2023, California has experienced record-breaking precipitation resulting in improved water supply conditions and forecasts for the next water-year. As a result, CMWD suspended the one-day-a-week watering restriction, and MWD Board of Directors lifted its Water Shortage Emergency Condition for SWP-dependent areas and terminated the EWCP with mandatory water conservation measures. These actions, in conjunction with the announcements by the Department of Water Resources regarding the proposed increased SWP allocations to local agencies that import water from the SWP are reasons to terminate the local emergency related to the drought. Therefore, the conditions that warranted the proclamation of a local emergency due to water shortage conditions no longer exist at this time. Pursuant to Government Code Section 8630(d), the City council is required to terminate the local emergency at the earliest possible date that conditions warrant. By adopting the resolution attached to this item, the Council will terminate the local emergency declared due to severe water shortage conditions existing at the time of the May 17, 2022 declaration by Council.

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 direct financial impact in adopting this resolution.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Joseph Marcinko, Assistant Public Works Director

ATTACHMENTS

1. Resolution Terminating Local Emergency
2. Resolution 15,568
3. Presentation

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
TERMINATING THE LOCAL EMERGENCY DUE TO WATER SHORTAGE
EMERGENCY CONDITIONS PURSUANT TO GOVERNMENT CODE SECTION
8630(d)**

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

WHEREAS, on October 19, 2021, Governor Newsom proclaimed a State of Emergency to exist in California as a result of severe drought conditions; and

WHEREAS, On April 26, 2022, The Metropolitan Water District of Southern California (MWD) declared a water shortage emergency condition in State Water Project (SWP) dependent areas and established an Emergency Water Conservation Program (EWCP) framework with mandatory conservation measures;

WHEREAS, On April 27, 2022 Calleguas Municipal Water District (CMWD) declared a Water Shortage Emergency Condition exists within its service area and adopted a EWCP based on, and consistent with that of MWD;

WHEREAS, on May 17, 2022, the City Council adopted Resolution 15,568 which proclaimed the existence of a local emergency due to drought conditions and lack of adequate water supply; and

WHEREAS, also on May 17, 2022, the City Council adopted Resolution 15,569 establishing new mandatory water conservation measures consistent with State, MWD and CMWD directives; and

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

WHEREAS, imported water supply conditions have improved considerably in Water Year 2022-2023 given significant precipitation in January 2023 and resultant reservoir levels; and

WHEREAS, on January 26, 2023, the Department of Water Resources (DWR) announced an initial SWP allocation of 30%, which was later increased to 35% on February 22, 2023; and

WHEREAS, on February 15, 2023, Calleguas Municipal Water District (CMWD) passed Resolution No. 2070, which suspended the enforcement of the one-day-per-week irrigation restriction, declared a Stage 2 Water Shortage, and encouraged purveyors to maintain water demand reduction programs and not exceed two days per week irrigation; and

WHEREAS, on March 14, 2023 the MWD Board of Directors removed the Water Shortage Emergency Condition for the SWP dependent area and terminated the EWCP; and

WHEREAS, on March 24, 2023, DWR announced a SWP allocation increase to 75%, up from the 35% announced on February 22, 2023; and

WHEREAS, On March 24, 2023 Governor Newsom signed Executive Order N-5-23, which eases drought emergency provisions that are no longer needed while maintaining others to support impacted communities statewide; and

WHEREAS, the City Council has determined that due to improvement in local water supplies and actions taken at the local and State level that warranted the local emergency proclamation no longer currently exist; and

WHEREAS, pursuant to Government Code Section 8630(d) and Section B. of the resolution ratifying the Director's proclamation, the local emergency exists until terminated by the City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY FIND, DETERMINE, RESOLVE, AND ORDER AS FOLLOWS:

Section 1. The foregoing recitals are true and correct.

Section 2. The local emergency declared on May 17, 2022 due to water shortage emergency conditions is hereby terminated.

Section 3. Resolutions 15,568 and 15,569 and all orders from the Directors of Emergency Services related to the local emergency due to water shortage emergency conditions are no longer in effect.

Resolution No.

Terminating the Local Emergency

Page 3

Section 4: This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 18th 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

City Council Resolution No. 15,568
CITY OF OXNARD

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD PROCLAIMING THE EXISTENCE OF A LOCAL
EMERGENCY DUE TO WATER SHORTAGE EMERGENCY
CONDITIONS**

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

WHEREAS, severe drought conditions are constraining available water supplies throughout the State; and

WHEREAS, on October 19, 2021, Governor Gavin Newsom declared a state of emergency to exist in all California counties due to worsening drought conditions; and

WHEREAS, this proclamation follows other increasingly expansive drought declarations and executive orders that have been issued since April 2021; and

WHEREAS, at that time, Governor Newsom called on Californians to re-double their efforts to reduce water use by 15 percent and for local and regional water agencies to implement their Water Shortage Contingency Plans ("WSCPs") "at a level appropriate to local conditions that takes into account the possibility of a third consecutive dry year;" and

WHEREAS, on March 28, 2022, Governor Newsom issued Executive Order N-7-22 which directs a number of actions in response to the historic drought conditions the State, and by extension the City, is currently facing; and

WHEREAS, among these actions are steps to increase water conservation, emergency regulations requiring all water providers to implement a minimum Stage 2 of their WSCPs, and groundwater recharge programs; and

WHEREAS, approximately 40% of the City's water supply is imported from northern California via the State Water Project ("SWP"); and

WHEREAS, this supply is distributed to the City via Calleguas Municipal Water District ("CMWD"), which receives SWP water from the Metropolitan Water District of Southern California ("MWD"); and

WHEREAS, the California Department of Water Resources ("DWR") had initially set the 2022 SWP allocation at 15%, however after a historically dry start to the year with no significant storms in the forecast a cutback was required; and

WHEREAS, on March 18, 2022 DWR announced that SWP allocations would be slashed from 15% to 5%; and

WHEREAS, following the 5% SWP allocation update, MWD indicated that SWP dependent regions of its service area, including CMWD, have insufficient supplies to

WHEREAS, in response, CMWD declared a Stage 3 Water Shortage on April 6, 2022 and called on all water users within its service area to immediately reduce water use by up to 30%; and

WHEREAS, the first phase of the Program includes: limiting landscape watering to one day per week in the SWP Dependent Area; requiring those member agencies whose service areas encompass all or a portion of the SWP Dependent Area to adopt and implement effective enforcement mechanisms to ensure compliance with this limit; and imposing volumetric penalties of up to \$2,000 per acre-foot (AF) for non-compliance; and

WHEREAS, on April 26, 2022, MWD adopted a resolution and updated their original Emergency Water Conservation Plan, and declaring that a water shortage emergency condition exists in the SWP Dependent Area; and

WHEREAS, the City Council does hereby find that the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a Local Emergency.

///

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a Local Emergency now exists throughout the City and that during the existence of this Local Emergency the powers, functions, and duties of the emergency organization of the City shall be those prescribed by state law, and by the ordinances, resolutions and other adopted policies of the City.

Dated: 5-17-2022 By: BAWILL for
John C. Zaragoza
Mayor

ATTEST:

APPROVED AS TO FORM:

R. Chaparro 5/17/22
Rose Chaparro, City Clerk

[Signature]
Stephen M. Fischer, City Attorney

Passed, approved and adopted this 17th day of May, 2022 by the following vote:

AYES: Councilmember Basua, Lopez, MacDonald, Madrigal, Perello and Teran

NOES: None.

ABSTAIN: None.

ABSENT: Mayor Zaragoza

Termination of Local Emergency Due to Water Shortage Emergency Conditions

City Council
April 18, 2023

Joseph Marcinko
Assistant Public Works Director
Water Utilities

That the City Council adopt a resolution proclaiming the termination of a local emergency due to water shortage emergency conditions.

In response to California experiencing extreme dry conditions from 2020 to 2022:

- On October 19, 2021, Governor Newsom proclaimed a State of Emergency to exist in California as a result of severe drought conditions;
- On April 26, 2022, The Metropolitan Water District of Southern California (MWD) declared a water shortage emergency condition in State Water Project (SWP) dependent areas and established an Emergency Water Conservation Program (EWCP) framework with mandatory conservation measures;
- On April 27, 2022 Calleguas Municipal Water District (CMWD) declared a Water Shortage Emergency Condition exists within its service area and adopted a EWCP based on, and consistent with that of MWD;
- On May 17, 2022, the Oxnard City Council declared a local emergency due to the severe water shortage conditions and adopted Resolution No. 15,569, which established mandatory water conservation measures consistent with State, MWD, and CMWD

In response to the local emergency, pursuant to Oxnard City Code Section 6-3, the Emergency Director promulgated the following orders which modified Resolution 15,569:

- Director's Order No. 22-03, establishing a 10-minute per day per station irrigation limit and banning the use of potable water for irrigation of non-functional turf at Commercial, Industrial, and Institutional properties, including Homeowner Associations (HOAs;
- On September 6, 2022, Director's Order No. 22-04, allowing trees in public spaces to be irrigated more frequently to maintain tree well-being for public health and safety;
- On March 21, 2023, Director's Order No. 22-05, allowing for watering two days per week.

- As of the beginning of 2023, California has experienced record-breaking precipitation and improved water supply conditions resulting in an increase in SWP allocations. On January 26, 2023, the Department of Water Resources (DWR) announced an initial SWP allocation of 30 percent and on February 22, 2023 increased it to 35 percent.
- On March 24, 2023, DWR announced a SWP allocation increase to 75 percent, up from the 35 percent announced on February 22, 2023 and Governor Newsom signed Executive Order N-5-23, which eases drought emergency provisions that are no longer needed.
- Therefore, the conditions that warranted the proclamation of a local emergency due to water shortage conditions no longer exist right now.
- Pursuant to Government Code Section 8630(d), the local emergency exists until terminated by the City Council. By adopting the resolution attached to this item, the Council will terminate the local emergency due to water shortage emergency conditions.

There is no direct financial impact in adopting this resolution.



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.2

DATE: April 18, 2023

TO: City Council

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

SUBJECT: Declaration of a Stage 1 Water Shortage Condition with New Mandatory Water Conservation Measures. (10 minutes)

RECOMMENDATION

That the City Council adopt a resolution declaring a stage one water shortage implementing water conservation measures pursuant to the City's Water Shortage Contingency Plan, and rescinding Resolution No. 15,569.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/Z2lDtrXWqQk>

BACKGROUND

California experienced extremely dry conditions from 2020 to 2022, resulting in historic low water deliveries from the State Water Project (SWP) and mandatory conservation directives at both the local and State levels.

In October 2021, California Governor Gavin Newsom declared a state of emergency throughout the state of California due to ongoing drought conditions. The following spring, the California Department of Water Resources (DWR) announced that, due to insubstantial snowpack in the Sierras, water allocations from the SWP would be reduced from last year's 15% to only 5%. Governor Newsom thereafter issued Executive Order N-7-22 requiring all water providers in the state to implement, at minimum, reduction demands consistent with a Level 2 Water Shortage Condition of their Water Shortage Contingency Plans (WSCP).

On April 26, 2022, The Metropolitan Water District of Southern California (MWD) declared a water shortage emergency condition in the SWP-dependent areas and established an Emergency Water Conservation Program (EWCP). The program had two compliance paths, with the first allowing member agencies to limit outdoor irrigation to one day per week and the second allowing compliance with monthly allocation limits.

Following suit, on April 27, 2022 Calleguas Municipal Water District (CMWD) declared a Water Shortage Emergency Condition exists within its service area and adopted a EWCP based on, and consistent with that of MWD, including the two path compliance options.

On May 17, 2022, Oxnard City Council proclaimed a local emergency due to the water shortage conditions and adopted Resolution No. 15,569 (Attachment 2). The mandatory water conservation measures were in line with the State, MWD, and CMWD directives. Oxnard limited outdoor watering to one day per week for compliance with MWD and CMWD directives.

Under this local emergency, pursuant to Oxnard City Code section 6-3(C)(1), the Director of Emergency Services adopted additional conservation measures not listed in Resolution 15,569. These included Director's Order No. 22-03, which established a 10-minute per day per station irrigation limit and banned the use of potable water for irrigation of non-functional turf at Commercial, Industrial, and Institutional properties, including Homeowner Associations

(HOAs). Additionally, Director's Order No. 22-04, signed on September 6, 2022, allowed trees in public spaces to be irrigated more frequently to maintain tree well-being, and Director's Order No. 22-05, signed on March 21, 2023, allowed for watering two days per week.

At the beginning of 2023, California received record-breaking precipitation, resulting in one of the wettest periods on record. This led to a snowpack measuring 205% of the average on February 1, 2023, and an increase in Lake Oroville's water level by over 1.3 million acre-feet and Lake Shasta's water level by over 1.05 million acre-feet since December 2022. On January 26, 2023, the Department of Water Resources (DWR) announced an initial SWP allocation of 30 percent, which was later increased to 35 percent on February 22, 2023.

In response to these improved water supply conditions and proposed increases in SWP allocations for the next water-year, CMWD passed Resolution No. 2070 (Attachment 3) on February 15, 2023, suspending the one-day-a-week watering restriction and shifting to volumetric limits under MWD's EWCP for its service area. CMWD recommended that member agencies maintain water demand reduction measures without exceeding a two-day-per-week watering restriction.

On March 14, 2023, the MWD Board of Directors lifted their Water Shortage Emergency Condition for SWP-dependent areas and terminated the EWCP (Attachment 4). However, the Board noted that this would not affect other drought emergency declarations passed by the Board in 2021 and 2022. These include the Regional Drought Emergency for all member agencies, calling upon all member agencies to voluntarily reduce the use of both SWP and Colorado River supplies, and the recommendation that cities and water agencies across Southern California pass ordinances permanently prohibiting the installation and irrigation of non-functional turf.

On March 24, 2023 DWR increased the allocation of SWP supply up to 75%. DWR states that this allocation is based on the latest information available, but it is subject to change during the remaining months as additional weather patterns and storms may have an impact on it.

Additionally on March 24, Governor Newsom signed Executive Order N-5-23 (Attachment 5) which eases some State drought emergency provisions, while also maintaining others, recognizing that some regions of the State, such as the Klamath Basin and the Colorado River system, still face severe water supply challenges, and groundwater basins in the Central Valley continue to be depleted from years of drought and overdraft. The Governor's order:
Ends the voluntary 15% water conservation target;

- Ends the requirement for agencies to implement reduction demands consistent with Stage 2 of their WSCP;
- Maintains the ban of potable water for irrigation of non-functional turf in commercial, industrial, and institutional areas, including Homeowners' Associations (HOAs);
- Preserves all current emergency orders focused on groundwater supply;
- Maintains orders focused on specific watersheds that have not benefited as much from recent rains, including the Klamath River and Colorado River basins, which both remain in drought; and
- Retains a state of emergency for all 58 counties to allow for drought response and recovery efforts to continue.
- Newsom emphasized the potential for dry conditions next winter, making it necessary for the State to continue water conservation measures and drought-resilience actions to extend available supplies.

Following the City Council's proclamation of a local emergency on May 17, 2022, as per Oxnard City Code section 6-4, the Director of Emergency Services was required to review the need for continuing the local emergency every 60 days. The local emergency was extended on 6/30/22, 7/28/22, 9/20/22, 11/15/22, 1/3/23, and on 2/21/23.

With the improved local water supplies, the Director of Emergency Services recommends to no longer continue the local emergency. There is a companion staff report scheduled for the April 18th City Council meeting regarding the Director's recommendation to terminate the local emergency. If approved by the City Council, Resolutions 15,568 and Director's Order No. 22-03, 22-04, and 22-05 become void.

DISCUSSION

The City of Oxnard acknowledges the dynamic and unpredictable nature of California's climate and the uncertainties that come with it. Given the recent improvements in local water supply conditions while also continuing to prioritize water

efficiency, staff recommends that the City Council: declare a Stage 1 Water Shortage Condition, rescind Resolution 15,569 and adopt a new Resolution following mandatory water conservation measures in conformity with the City's Water Shortage Contingency Plan (WSCP). These water conservation measures include:

- a. Watering of lawns, functional turf, trees, shrubs, vegetation, landscape and other outside irrigation is limited to three days per week.
- b. The following watering schedule is established for all customers:
 - I. Monday, Wednesday and Saturday ONLY
- c. Watering or irrigating of functional turf, landscape or other vegetated area with potable water using a landscape irrigation system or a watering device is limited to no more than 10 minutes per day per station as permitted during the three days per week watering allowance.
- d. Exceptions to allow for irrigation outside of the designated periods include (1) the hand watering of trees, food plants, or other perennials with use of a container (e.g. bucket or watering can) or a hose fitted with a shut-off nozzle and (2) the use of drip irrigation or other high-efficiency irrigation systems to apply water at a weekly volume consistent with the three-day watering restriction imposed on less efficient irrigation systems.
- e. Potable water for irrigation of non-functional turf at commercial, industrial and institutional properties, including HOAs, is prohibited.
- f. The application of potable water to landscapes during and within 48 hours after measurable rainfall is prohibited.
- g. The use of potable water in a fountain or other decorative water features is prohibited, except where the water is part of a recirculating system.
- h. All vegetation within Wildland-Urban Interface and Defensible Space will be maintained as required under Public Resource Code 4291.

It is important to note that the permanent water conservation measures listed under Oxnard City Code Chapter 22, Sec. 22-136 must always be followed, regardless of the water shortage level. Declaration of a water shortage level imposes additional water use restrictions.

To supplement water waste patrols, the City engaged the services of Good Guard Security starting in October 2022. This action was funded through MWD's Member Agency Administered Program (MAAP) with a 50% match not to exceed \$50,000. However, with the termination of their Emergency Water Conservation Program (EWCP) on March 14, 2023, funding is no longer available. Therefore, Good Guard Security's services were discontinued. The Water Division will monitor water waste by utilizing City staff for enforcement purposes moving forward.

Water staff continuously monitor City water supply and demand. Every supplier that either provides over 3,000 acre-feet of water annually or serves more than 3,000 urban connections is required to perform an Annual Assessment and submit an Annual Shortage Report to DWR by July 1 every year. The assessment is completed to determine if there is a need to implement the WSCP and if so, to what extent.

In May 2018, the California State Legislature enacted Senate Bill 606 and Assembly Bill 1668. Collectively titled, "Making Water Conservation a California Way of Life," the laws create a framework of long-term conservation improvements to prepare California for climate change and longer, more intense droughts. Under this new legislation, urban retail water suppliers are required to develop a system-wide Urban Water Use Objective (UWUO) calculated by its indoor residential, outdoor residential, and commercial, industrial and institutional (CII) water uses, as well as water loss. Urban retail water suppliers are required to calculate their UWUO, assess whether their actual water use met the UWUO, and report the outcome and supporting information in their Annual Water Use Report by January 1 of each year starting in 2024.

While the recent rain and snow events in California are a welcomed relief from the drought, these events provide only a partial adjustment from the long-term drought impacts seen by California. In addition, the local supplies of imported

water and groundwater within Ventura County have proven to be less reliable than in previous years and decades. As such, a position of caution and continuation of a conversation message is recommended by staff. The proposed resolution and inclusion of the water conservation measures are recommended to continue a level of water conservation and stewardship as the future of water supplies beyond the next water year is uncertain.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact in adopting this resolution.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Joseph Marcinko, Assistant Public Works Director

ATTACHMENTS

1. Resolution New Mandatory Water Conservation Measures
2. Resolution 15,569
3. Calleguas Reso 2070
4. MWD Removal of EWCP
5. Governor's Executive Order N-5-23
6. Presentation

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
RESCINDING RESOLUTION 15,569 AND ADOPTING NEW MANDATORY
WATER CONSERVATION MEASURES**

WHEREAS, on October 19, 2021, Governor Gavin Newsom declared a state of emergency to exist in all California counties due to worsening drought conditions; and

WHEREAS, at that time, Governor Newsom called on Californians to re-double their efforts to reduce water use by 15% and for local and regional water agencies to implement their Water Shortage Contingency Plans ("WSCPs") "at a level appropriate to local conditions that takes into account the possibility of a third consecutive dry year;" and

WHEREAS, on March 28, 2022, Governor Newsom issued Executive Order N-7-22 which directs a number of actions in response to the historic drought conditions the State, and by extension the City, is currently facing; and

WHEREAS, among these actions are steps to increase water conservation, emergency regulations requiring all water providers to implement a minimum Stage 2 of their WSCPs, and groundwater recharge programs; and

WHEREAS, approximately 40% of the City's water supply is imported from northern California via the State Water Project ("SWP"); and

WHEREAS, this supply is distributed to the City via Calleguas Municipal Water District ("CMWD"), which receives SWP water from the Metropolitan Water District of Southern California ("MWD"); and

WHEREAS, the California Department of Water Resources ("DWR") had initially set the 2022 SWP allocation at 15%, however after a historically dry start to the year with no significant storms in the forecast a cutback was required; and

WHEREAS, on March 18, 2022 DWR announced that SWP allocations would be slashed from 15% to 5%; and

WHEREAS, following the 5% SWP allocation update, MWD indicated that SWP dependent regions of its service area, including CMWD, have insufficient supplies to meet current water demands; and

WHEREAS, in response on April 6, 2022, CMWD Board of Directors adopted Resolution 2041 which declared a Stage 3 Water Shortage and called for implementation of mandatory water conservation measures; and

WHEREAS, on April 26, 2022, Metropolitan Water District of Southern California (MWD) declared that a water shortage emergency condition exists in the SWP Dependent Area and adopted an Emergency Water Conservation Program (EWCP) to preserve supplies for its SWP dependent agencies; and

WHEREAS, on April 27, 2022, the CMWD Board of Directors adopted Resolution 2042 which declared a Water Shortage Emergency Condition and adopted MWD's EWCP, applicable to Calleguas' purveyor agencies. The EWCP allowed two paths for Calleguas retail agencies to achieve compliance. Path 1 allowed a purveyor to restrict outdoor irrigation to one day per week (or its equivalent). Path 2 allowed a purveyor to comply with a monthly volumetric limit of imported water supplies based on population served; and

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

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

WHEREAS, on May 24, 2022, the State Water Resources Control Board voted unanimously to implement a statewide ban on the use of potable water for irrigating non-functional turf at commercial, industrial and institutional properties, including Home Owners Associations ("HOAs"); and

WHEREAS, imported water supply conditions have improved considerably in Water Year 2022-2023 given significant precipitation in January 2023 and resultant reservoir levels; and

WHEREAS, on January 26, 2023, the Department of Water Resources (DWR) announced an initial SWP allocation of 30%, which was later increased to 35% on February 22, 2023; and

WHEREAS, on February 15, 2023, Calleguas passed Resolution No. 2070, which suspended the Calleguas enforcement of the one-day-per-week irrigation restriction, declared a Stage 2 Water Shortage, and encouraged purveyors to maintain water demand reduction programs and not exceed two days per week irrigation; and

Resolution No.

RESCINDING RESOLUTION 15,569 AND ADOPTING NEW MANDATORY WATER
CONSERVATION MEASURES

Page 3

WHEREAS, on March 14, 2023 MWD Board of Directors removed the Water Shortage Emergency Condition in the SWP dependent area and terminated the EWCP; and

WHEREAS, on March 24, 2023, DWR announced a SWP allocation increase to 75%, up from the 35% announced on February 22, 2023; and

WHEREAS, On March 24, 2023 Governor Newsom signed Executive Order N-5-23, which eases drought emergency provisions that are no longer needed while maintaining others to support impacted communities statewide; and

WHEREAS, the City Council has determined that due to current improvement in local water supplies there is no need to continue the local emergency because the conditions that brought on the May 17, 2022 local emergency do not persist; and

WHEREAS, The termination of the local emergency nullifies Resolution No.15,568 and Director's Order Nos. 22-03, 22-04 and 22-05; and

WHEREAS, The City recognizes the uncertainties that exist and the fluctuating nature of California's climate; and

WHEREAS, The City of Oxnard understands that a Stage 1 water shortage level exists and continues to impose mandatory conservation requirements on its customers.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY FIND, DETERMINE, RESOLVE, AND ORDER AS FOLLOWS:

Section 1. The foregoing recitals are true and correct.

Section 2. The City Council herein declares that a Stage 1 water shortage exists within the City limits.

Section 3. A Stage 1 water shortage occurs when the City's water supply is able to meet ninety percent of projected demands necessitating a ten percent reduction in water usage.

Section 4. Resolution 15,569 is hereby rescinded.

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RESCINDING RESOLUTION 15,569 AND ADOPTING NEW MANDATORY WATER
CONSERVATION MEASURES

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Section 5. The following water use restrictions shall be imposed during a declared Stage 1 water shortage, as set forth below:

a. Watering of lawns, functional turf, trees, shrubs, vegetation, landscape and other outside irrigation is limited to three days per week.

b. The following watering schedule is established for all customers:

I. Mondays, Wednesdays and Saturdays ONLY

c. Watering or irrigating of functional turf, landscape or other vegetated area with potable water using a landscape irrigation system or a watering device is limited to no more than 10 minutes per day per station as permitted during the three days per week watering allowance.

d. Exceptions to allow for irrigation outside of the designated periods include (1) the hand watering of trees, food plants, or other perennials with use of a container (e.g. bucket or watering can) or a hose fitted with a shut-off nozzle and (2) the use of drip irrigation or other high-efficiency irrigation systems to apply water at a weekly volume consistent with the three-day watering restriction imposed on less efficient irrigation systems.

e. Potable water for irrigation of non-functional turf at commercial, industrial and institutional properties, including HOAs, is prohibited.

f. The application of potable water to landscapes during and within 48 hours after measurable rainfall is prohibited.

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

h. All vegetation within Wildland-Urban Interface and Defensible Space will be maintained as required under Public Resource Code 4291.

Section 6: Pursuant to Oxnard City Code ("OCC") section 22-151(C), the mandatory water conservation requirements established in Section 5 of this Resolution ("water conservation requirements") shall remain in effect unless otherwise amended or rescinded by further action of the City Council.

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Section 7: This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 18th 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

RESOLUTION NO. 15,569

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD RESCINDING RESOLUTION 14,741 AND
ADOPTING NEW MANDATORY WATER
CONSERVATION MEASURES**

WHEREAS, severe drought conditions are constraining available water supplies throughout California; and

WHEREAS, on October 19, 2021, Governor Gavin Newsom declared a state of emergency to exist in all California counties due to worsening drought conditions; and

WHEREAS, at that time, Governor Newsom called on Californians to re-double their efforts to reduce water use by 15 percent and for local and regional water agencies to implement their Water Shortage Contingency Plans (“WSCPs”) “at a level appropriate to local conditions that takes into account the possibility of a third consecutive dry year;” and

WHEREAS, on March 28, 2022, Governor Newsom issued Executive Order N-7-22 which directs a number of actions in response to the historic drought conditions the State, and by extension the City, is currently facing; and

WHEREAS, among these actions are steps to increase water conservation, emergency regulations requiring all water providers to implement a minimum Stage 2 of their WSCPs, and groundwater recharge programs; and

WHEREAS, approximately 40% of the City’s water supply is imported from northern California via the State Water Project (“SWP”); and

WHEREAS, this supply is distributed to the City via Calleguas Municipal Water District (“CMWD”), which receives SWP water from the Metropolitan Water District of Southern California (“MWD”); and

WHEREAS, the California Department of Water Resources (“DWR”) had initially set the 2022 SWP allocation at 15%, however after a historically dry start to the year with no significant storms in the forecast a cutback was required; and

WHEREAS, on March 18, 2022 DWR announced that SWP allocations would be slashed from 15% to 5%; and

WHEREAS, following the 5% SWP allocation update, MWD indicated that SWP dependent regions of its service area, including CMWD, have insufficient supplies to meet current water demands; and

WHEREAS, in response, CMWD declared a Stage 3 Water Shortage on April 6, 2022 and called on all water users within its service area to immediately reduce water use by up to 30%; and

WHEREAS, on April 12, 2022, MWD presented an informational item to their Water Planning and Stewardship Committee with a proposed Water Shortage Emergency Condition and Emergency Water Conservation Program (the “Program”) to preserve supplies in the SWP Dependent Area; and

WHEREAS, the first phase of the Program includes: limiting landscape watering to one day per week in the SWP Dependent Area; requiring those member agencies whose service areas encompass all or a portion of the SWP Dependent Area to adopt and implement effective enforcement mechanisms to ensure compliance with this limit; and imposing volumetric penalties of up to \$2,000 per acre-foot (AF) for non-compliance; and

WHEREAS, on April 26, 2022, MWD adopted a resolution and updated their original Emergency Water Conservation Plan, and declaring that a water shortage emergency condition exists in the SWP Dependent Area; and

WHEREAS, on April 27, 2022, CWMD adopted a resolution declaring a water shortage emergency conditions exists in the CMWD Service Area; and

WHEREAS, on May 17, 2022, the City Council proclaimed the existence of a local emergency due to water shortage emergency conditions.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY FIND, DETERMINE, RESOLVE, AND ORDER AS FOLLOWS:

- Section 1.** The foregoing recitals are true and correct.
- Section 2.** Resolution 14,741 is hereby rescinded.
- Section 3.** Stage 2 water shortage conditions exist within the city.
- Section 4.**
- a. Watering of lawns, ornamental turf, trees, shrubs, vegetation, landscape and other outside irrigation is prohibited except between 4 p.m. and 9 a.m. or 6 p.m. and 9 a.m. during daylight savings time, no more than once per week.
 - b. The following watering schedule is established:
 - i. Odd numbered addresses (Ending in 1, 3, 5, 7, 9): Sundays ONLY
 - ii. Even numbered addresses (Ending in 0, 2, 4, 6, 8): Saturdays ONLY
 - iii. No watering between 9 a.m. and 4 p.m. (non-daylight savings time)

- iv. No watering between 9 a.m. and 6 p.m. (daylight savings time).
- c. Exceptions to allow for irrigation outside of the designated periods shall include (1) the hand watering of trees or other perennials with use of a container (e.g. bucket or watering can) or a hose fitted with a shut-off nozzle and (2) the use of drip irrigation or other high-efficiency irrigation systems to apply water at a weekly volume consistent with the one-day watering restriction imposed on less efficient irrigation systems.
- d. Irrigation of park and school ground areas with potable water are only permitted during the once weekly designated irrigation periods noted in this Section.
- e. Sport activity fields may irrigate more frequently, but only as necessary, to maintain playing surface quality.
- f. All vegetation within Wildland-Urban Interface and Defensible Space will be maintained as required under Public Resources Code 4291.
- g. The application of potable water to landscapes during and within 48 hours after measurable rainfall is prohibited.
- h. The irrigation of newly constructed homes and building exteriors with potable water is prohibited unless drip or microspray systems are used.
- i. The use of potable water in a fountain or other decorative water feature is prohibited, except where the water is part of a recirculating system.
- j. The City must provide prompt notice to customers when information indicates a leak may exist within the end-user's control.
- k. Irrigation of ornamental turf on medians with potable water is prohibited.

Section 5. Pursuant to Oxnard City Code (“OCC”) section 22-151(C), the mandatory water conservation requirements established in Section 4 of this Resolution (“water conservation requirements”) shall remain in effect unless otherwise amended or rescinded by further action of the City Council. Notwithstanding the requirements of OCC section 22-151(C), the Director of Emergency Services is authorized to modify the water conservation requirements, pursuant to OCC section 6-3(C)(1) during a proclaimed local emergency.

Section 6. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED this 17th day of May, 2022, by the following vote:

AYES: Councilmembers Basua, Lopez, MacDonald, Madrigal, Perello and Teran

NOES: None.

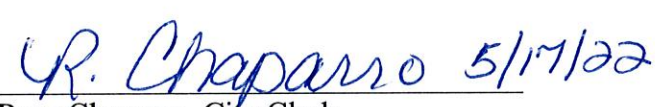
ABSTAIN: None.

ABSENT: Mayor Zaragoza



John C. Zaragoza, Mayor

ATTEST:



Rose Chaparro, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, City Attorney

RESOLUTION NO. 2070

RESOLUTION OF THE BOARD OF DIRECTORS
OF CALLEGUAS MUNICIPAL WATER DISTRICT
SUSPENDING ENFORCEMENT OF 1-DAY PER WEEK WATERING RESTRICTION
RESCINDING A STAGE 3 WATER SHORTAGE AND
DECLARING A STAGE 2 WATER SHORTAGE

WHEREAS, Calleguas Municipal Water District (Calleguas or District) is responsible for providing a reliable supply of high-quality, supplemental water to the communities of southeastern Ventura County; and

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

WHEREAS, in June 2021, Calleguas adopted an Urban Water Management Plan pursuant to California law, which includes a Water Shortage Contingency Plan (WSCP) that is triggered during Water Shortage conditions and describes staged actions the District may take to manage demand and allocate available supplies; and

WHEREAS, on August 18, 2021, the Board of Directors of Calleguas adopted Resolution 2024 which declared a Stage 2 Water Shortage pursuant to its WSCP and called for enhanced water use efficiency efforts; and

WHEREAS, on October 19, 2021, Governor Gavin Newsom proclaimed the existence of a state of emergency in all California counties due to severe drought conditions, and called on all local and regional water suppliers to implement WSCP actions responsive to local conditions; and

WHEREAS, on March 18, 2022, the California Department of Water Resources (DWR) finalized the 2022 SWP allocation at 5 percent, which, for the first time in the history of the SWP, marked a second consecutive critically-low allocation year; and

WHEREAS, on March 28, 2022, Governor Newsom issued Executive Order N-7-22 calling on each urban water supplier that had submitted a WSCP to implement, at a minimum, a Level 2 Water Shortage, and encouraged conservation based on a shortage level of up to thirty percent (Level 3 Water Shortage); and

WHEREAS, on April 6, 2022, the Board of Directors of Calleguas adopted Resolution 2041 which declared a Stage 3 Water Shortage pursuant to its WSCP and called for implementation of mandatory water conservation measures; and

Res. No. 2070

WHEREAS, on April 26, 2022, Metropolitan adopted an Emergency Water Conservation Program (EWCP), pursuant to Water Code §§350 et. seq., Water Code §§375 et. seq., and other applicable authorities, to preserve supplies for its SWP dependent agencies; and

WHEREAS, on April 27, 2022, the Board of Directors of Calleguas adopted Resolution 2042 which declared a Water Shortage Emergency Condition and adopted Metropolitan's EWCP, applicable to Calleguas' purveyor agencies. The EWCP allows two paths for Calleguas retail agencies to achieve compliance. Path 1 allows a purveyor to restrict outdoor irrigation to one day per week (or its equivalent). Path 2 allows a purveyor to comply with a monthly volumetric limit of imported water supplies based on population served; and

WHEREAS, imported water supply conditions have improved considerably in Water Year 2022-2023 given significant precipitation in January 2023 and resultant reservoir levels; and

WHEREAS, on January 26, 2023, DWR announced a 2023 SWP allocation increase to 30 percent, up from the 5 percent initial allocation announced on December 1, 2022, which exceeds the SWP allocation that Metropolitan estimates is required in order to suspend the EWCP; and

WHEREAS, following the January 2023 storms, the Sierra snowpack is at its highest levels since 1995 with anticipated runoff that will further boost key reservoir levels and likely warrant future increases to the 2023 SWP allocation.

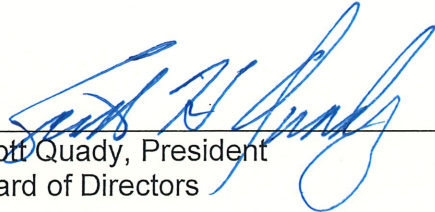
NOW THEREFORE, IT IS HEREBY RESOLVED that the Board of Directors of Calleguas Municipal Water District, in accordance with its Water Shortage Contingency Plan:

1. Directs the General Manager to immediately suspend Calleguas enforcement of EWCP Path 1 requirements, including one-day-per-week watering restrictions.
2. Elects for Calleguas, and its service area, to be shifted to Path 2 under the Metropolitan EWCP.
3. Rescinds the Stage 3 Water Shortage condition established on April 6, 2022 and declares that a Stage 2 Water Shortage exists in its service area.
4. Calls on water users in the Calleguas service area to maintain vigilance with respect to water use, and to continue implementing measures to reduce water use to further extend stored water supplies in the event dry conditions return in Water Year 2022-2023 and beyond.

Res. No. 2070

5. Recommends that Calleguas purveyors maintain water demand reduction measures consistent with their WSCPs, without exceeding a two days per week watering restriction.

ADOPTED, SIGNED AND APPROVED this fifteenth day of February, 2023.



Scott Quady, President
Board of Directors

I HEREBY CERTIFY that the foregoing Resolution was adopted at the regularly scheduled meeting of the Board of Directors of Calleguas Municipal Water District held on February 15, 2023.

ATTEST:



Raul Avila, Secretary
Board of Directors

(SEAL)

Res. No. 2070



- **Board of Directors**
One Water and Stewardship Committee

3/14/2023 Board Meeting

7-9

Subject

Consider changes to the Water Shortage Emergency Condition and the Emergency Water Conservation Program for the State Water Project Dependent Area and reaffirm the Regional Drought Emergency for all member agencies; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA

Executive Summary

In April 2022, the Board declared a Water Shortage Emergency Condition in the State Water Project (SWP) Dependent Area because of severe drought conditions and infrastructure constraints that severely limited the delivery of SWP supplies. Associated with the Water Shortage Emergency Condition, the Board also approved an Emergency Water Conservation Program (EWCP) that imposed stringent outdoor watering restrictions or volumetric limits on SWP water supply deliveries to six member agencies.

In January 2023, California experienced one of the wettest three-week periods on record, yielding a snowpack that was at 205 percent of average on February 1, 2023 and adding more than 1.3 million acre-feet to Lake Oroville since December 2022. In response to the improved hydrologic conditions, the California Department of Water Resources (DWR) increased the SWP allocation from five to 30 percent on January 26, 2023 and then again to 35 percent on February 22, 2023. This increased allocation provides adequate water supplies to meet SWP Dependent Area demands. As a result, the conditions necessitating a Water Shortage Emergency Condition and the EWCP no longer exist and staff recommends removing them effective immediately.

In contrast to the short-term improvement in supply from the SWP, the Colorado River watershed remains in a 23-year drought, the most serious in 1,200 years. On average, 25 percent of Southern California's water supply comes from the Colorado River. On-going negotiations with the Basin States and potential changes to the 2007 Interim Guidelines initiated by the U.S. Bureau of Reclamation warrant continuing the Regional Drought Emergency declared by the Board in December 2022. Further, though the most restrictive and mandatory conservation measures of the EWCP can now be lifted, all counties in Metropolitan's service area remain in a statewide drought emergency and must still seek demand response actions outlined in their Water Shortage Contingency Plans for a shortage level of up to 20 percent. As such, the emergency authorities provided to the General Manager and the call to conserve water issued in the December 13, 2022 Board resolution remain.

Details

Regional Drought Emergency and Statewide Drought Declaration Remain in Effect

Staff's recommendation to remove the Water Shortage Emergency Condition and terminate the EWCP would not affect the other drought emergency declarations adopted by the Board during 2021 and 2022. This includes the November 2021 resolution declaring that specified emergency conditions within the Metropolitan service area as well as the Board's December 2022 resolution declaring a Regional Drought Emergency for all member agencies and calling upon all member agencies to voluntarily reduce use of both SWP and Colorado River supplies. Also unaffected would be the Board's October 2022 resolution that strongly recommended cities and water agencies across Southern California pass ordinances permanently prohibiting the installation and irrigation of non-functional turf.

The December 2022 Regional Drought Emergency resolution reaffirmed authorities delegated to the General Manager under the November 2021 resolution to take certain actions, enter agreements, and secure permits and approvals necessary to address the drought emergency conditions. Consistent with the December 2022 Regional Drought Emergency resolution, which remains in effect, the duration of the delegation of authority to the General Manager will continue until further Board action and is not affected by the action to remove the Water Shortage Emergency Condition in the SWP Dependent Area and to terminate the EWCP.

On August 16, 2022, Metropolitan's Board adopted a resolution affirming a Call to Action and a Commitment to Regional Reliability for All Member Agencies. This resolution directed the General Manager to identify a portfolio of projects and programs in coordination with the member agencies to address the need to connect and serve each member agency with more than one supply source. Collaboration and progress on the portfolio of reliability actions will continue and are not affected by the action to remove the Water Shortage Emergency Condition in the SWP Dependent Area and to terminate the EWCP.

Emergency Water Conservation Program Was Implemented to Address an Acute Water Shortage in the SWP Dependent Area

Beginning in the fall of 2019, the SWP watersheds received very low precipitation and runoff. SWP Table A allocations for 2020, 2021, 2022 were only 20, 5, and 5 percent, respectively. Despite substantial precipitation in October and December 2021, precipitation in Northern California from January through March 2022 fell to the driest levels on record. Deteriorating hydrologic conditions led DWR to reduce the SWP Table A allocation for 2022 from 15 to five percent of contract amounts on March 18, 2022. In 2022, the DWR for the first time used a provision of the SWP Contract (Article 18(a)) to allocate water on a basis other than Table A to meet minimum demands of contractors for domestic supply, fire protection, or sanitation during the year. Contractors that received these human health and safety (HH&S) deliveries must pay back to DWR future Table A water within five calendar years.

Despite extraordinary efforts by Metropolitan to maximize available resources through operational drought actions, it became apparent that there would not be sufficient SWP supply available to meet normal demands in the SWP Dependent Area for the remainder of 2022. Following a public hearing held on April 26, 2022, Metropolitan's Board issued a resolution declaring that a Water Shortage Emergency Condition existed in the SWP Dependent Area and adopting a framework for the new EWCP aimed at preserving SWP supplies. These actions were taken pursuant to Water Code section 350 et seq., Water Code section 375 et seq., and other applicable authorities.

The EWCP adaptively preserves supplies by reducing non-essential uses of water delivered to the SWP Dependent Area. The EWCP began implementation on June 1, 2022, and was authorized through June 30, 2023. Six member agencies currently take restricted delivery of SWP water under the program. The impacted agencies include Calleguas Municipal Water District, Inland Empire Utilities Agency, Las Virgenes Municipal Water District, the City of Los Angeles, Three Valleys Municipal Water District, and Upper San Gabriel Valley Municipal Water District. The EWCP allowed two paths for compliance involving either enforced restrictions on outdoor watering or adherence to agency-specific volumetric limits subject to monetary penalties of \$2,000 per acre-foot for SWP water use over their limits.

Staff provided the Board with monthly reports on program status and current hydrologic conditions. From June through December 2022, the affected agencies took mandatory water supply cuts from their SWP use by an average of 35 percent from average dry-year usage, with some facing reductions of up to 73 percent. As a result of the exceptional conservation response by the SWP Dependent Area, the program successfully reduced demands to stay within the severely limited SWP supply available for 2022. No penalties were issued in 2022.

On December 1, 2022, DWR announced an initial 2023 allocation for the SWP at only five percent of contract amounts. DWR also provisionally allocated additional HH&S water to ensure that the SWP contractors could meet their HH&S needs during the year. A SWP allocation of less than 15 percent was insufficient to meet normal potable demands in the SWP Dependent Area.

In January 2023, SWP Dependent Area agencies received new volumetric limits for second phase of program from January through June 2023. Unlike the volumetric limits for 2022, the volumetric limits during the first half

of 2023 were subject to fluctuation due to uncertainties in the available water supplies at the beginning of the year. For these reasons, Metropolitan staff regularly revaluated the volumetric limits to incorporate changes.

Improving SWP Supply Conditions Alleviate the SWP Dependent Area Shortage

Metropolitan's supply outlook from the SWP in 2023 has improved significantly with the arrival of nine atmospheric rivers during December 2022 and January 2023. Of the nine atmospheric rivers, five were of strong or greater magnitude. On January 26, 2023, DWR increased the SWP annual Table A allocation from 5 percent to 30 percent based on observed runoff and storage gains in Lake Oroville and San Luis Reservoir. This 30 percent SWP allocation matched the combined previous three years of SWP Table A allocations. On February 22, 2023, DWR increased the SWP allocation yet again to 35 percent. Additional increases to the allocation are expected when DWR's later studies begin to incorporate forecasted runoff from snowpack and updated San Joaquin River flow projections. At the current 35 percent SWP allocation, DWR no longer needs to allocate HH&S supplies, and Metropolitan will not accrue any new HH&S payback obligations for 2023. At the same time, wholesale demands on Metropolitan's imported supply are trending lower than earlier projections due to a synergistic combination of conservation drought response by the member agencies and a boost to local supplies from the recent wet weather. Both of these factors allow Metropolitan to put water in storage to help protect the SWP Dependent Area against future dry years.

In summary, there is no longer an acute water shortage for the SWP Dependent Area. With a 35 percent SWP allocation, available supplies exceed the estimated demands for the SWP Dependent Area. As shown in **Attachment 1**, water use under the EWCP is tracking well below the volumetric limits under the current 35 percent SWP allocation. To date, cumulative SWP use during 2023 is trending 83 percent under the total January-June 2023 volumetric limit. This trend, combined with the expectation of further increases in SWP supply, indicates that the critical shortage has abated and that Metropolitan can resume its role of providing reliable water service to the member agencies in the SWP Dependent Area.

Recommended Action: Remove the Water Shortage Emergency Condition in the SWP Dependent Area and Terminate the EWCP

The April 26, 2022, board letter stated that "the Emergency Water Conservation Program shall continue through June 30, 2023, unless the Board of Directors lifts the action before that date." Due to the improved SWP water supply conditions that alleviate the acute water supply shortage in the SWP Dependent Area, staff recommends that the Board take action at this time to remove the Water Shortage Emergency Condition and terminate the EWCP, given that Metropolitan is now able to meet the needs of the SWP dependent member agencies. Terminating the EWCP would end restrictions on the use of SWP water by the SWP Dependent Area, effective immediately, and waive any penalties related to EWCP volumetric limits accrued to date (no penalties had been assessed through December 2022). Terminating the EWCP would also lift any mandatory requirements from Metropolitan concerning enforced outdoor watering restrictions. Monthly reporting and tracking on EWCP performance and compliance would be discontinued.

Under the action that authorized the EWCP, Member Agency Administered Program (MAAP) funding was made fully available to affected member agencies for enforcement activities beginning on July 1, 2022. Consistent with the April 26, 2022, board letter, upon termination of the EWCP, the MAAP funding and procedures will revert to previously established guidelines. Funding for existing approved tasks would be honored, but no new applications for this temporary funding mechanism would be accepted.

Removing the Water Shortage Emergency Condition for the SWP Dependent Area and terminating the EWCP removes the most stringent and mandatory requirements that were needed to deal with the acute emergency. But, it in no way lessens the importance of continued conservation and local supply investment by agencies in the SWP Dependent Area or in any other part of the region. California is still under a statewide drought emergency, and the expectation is that Metropolitan's service area and its member agencies will continue to comply with the Governor's executive order on the statewide drought emergency.

Alternatives Considered

In developing the recommendation to remove the Water Shortage Emergency Condition and terminate the EWCP, staff considered several alternatives. First, staff considered delaying the action until more information was known about SWP hydrologic conditions. DWR's latest Table A allocation is still highly conservative at 35 percent.

However, staff's assessment is that sufficient snowpack and projected runoff exists to expect future increases in the allocation even if dry conditions return.

Second, staff considered whether the current hydrologic conditions warranted a suspension of the Regional Drought Emergency declared in December 2022. Although the improved SWP supplies in 2023 allow for an easing of the immediate emergency this year, there are still ongoing water supply challenges. With the current experience of extreme year-to-year variation of SWP supply, Metropolitan must replenish storage reserves, as well as anticipate possible constraints on Colorado River diversions. The ongoing decades-long drought in the Southwest has plunged the Colorado River system's reservoirs to record low elevations. The federal government has called for significant cutbacks in water diversions from the Colorado River as soon as 2023. Metropolitan intends to minimize the delivery of water from Intentionally Created Surplus to support Lake Mead's elevation and mitigate deeper shortages that could require additional contributions under the 2019 Drought Contingency Plan. As a result, Metropolitan is not planning to have a full Colorado River Aqueduct during 2023 or in subsequent years through 2026. For these reasons, staff believes it is prudent to maintain the current Regional Drought Emergency declaration.

Consistent with staff's recommendation to reaffirm the Regional Drought Emergency, Governor Newsom has taken similar action. On February 13, 2023, Governor Newsom signed Executive Order N-3-23 that maintains almost all of the drought-response actions of his prior drought-related proclamations and executive orders. Executive Order N-3-23 ordered state agencies to submit their views on whether any existing provisions in the Governor's drought proclamations and executive orders are no longer needed. The state agencies will submit their recommendations to the Governor no later than April 28, 2023. Metropolitan staff will monitor the statewide discussions on easing any drought orders and emergency regulations now in effect.

Finally, staff considered the need to move the region beyond the Regional Drought Emergency and to adopt a regional Water Supply Allocation Plan (WSAP) for fiscal year 2023-2024. The December 13, 2022, Board resolution declaring the Regional Drought Emergency had resolved that, should drought conditions persist or worsen in the coming months, the Board would consider implementing a regionwide supply allocation in March 2023. Drought conditions overall have not worsened in 2023 and are significantly improved in the SWP watershed. Based on hydrologic conditions to date, SWP water supply conditions are projected to improve even more in the coming months. These changed conditions are further enhanced by increases in local agency supplies, and demand-response effectiveness of the actions already taken by the member agencies in response to the Governor's call for conservation. Due to these improved conditions, staff does not anticipate a need for a regionwide supply allocation during fiscal year 2023-24. Staff continues to evaluate supply and demand conditions as they develop.

Policy

Metropolitan Water District Administrative Code Section 11104: Delegation of Responsibilities

Metropolitan Water District Administrative Code Section 4512: Sales Subject to System and Water Availability

Metropolitan Water District Administrative Code Section 6410: Powers and Duties

By Minute Item 43514, dated April 13, 1999, the Board adopted the Water Surplus and Drought Management Plan.

By Minute Item 47393, dated February 12, 2008, the Board adopted the Water Supply Allocation Plan.

By Minute Item 52481, dated August 17, 2021, the Board adopted a "Condition 2 – Water Supply Alert" resolution.

By Minute Item 52581, dated November 9, 2021, the Board adopted a resolution as modified recognizing a statewide drought emergency, declaring specified emergency conditions within the Metropolitan service area, and directing specified actions.

By Minute Item 52802, dated April 26, 2022, the Board declared a Water Shortage Emergency Condition, authorized the Emergency Water Conservation Program, and expressed support for the Governor's Executive Order N-7-22.

By Minute Item 52946, dated August 16, 2022, the Board adopted a resolution committing to regional reliability for all member agencies.

By Minute Item 53015, dated October 11, 2022, the Board adopted a resolution encouraging action to eliminate irrigation of non-functional turf with potable water.

By Minute Item 53061, dated December 13, 2022, the Board adopted a resolution declaring a Regional Drought Emergency.

California Environmental Quality Act (CEQA)

CEQA Determination for Options #1 & 2:

The proposed actions are not defined as a project under CEQA (Public Resources Code Section 21065, State CEQA Guidelines Section 15378) because they involve continuing administrative or maintenance activities and/or general policy and procedure making that will not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment (Section 15378(b)(2) of the State CEQA Guidelines). In addition, the proposed actions are not defined as a project under CEQA because they involve organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment (Section 15378(b)(5) of the state CEQA Guidelines).

Board Options

Option #1

Remove the Water Shortage Emergency Condition declared on April 26, 2022, for the SWP Dependent Area, terminate the Emergency Water Conservation Program and application of any penalties accrued, and reaffirm the Regional Drought Emergency declared on December 13, 2022.

Fiscal Impact: No negative fiscal impact. Upon terminating the Emergency Water Conservation Program, revenues from water transactions may increase if member agencies increase purchases of Metropolitan water. Expenditures for Emergency Water Conservation Program enforcement activities under Member Agency Administered Program may decrease as funding and procedures revert to the previously established guidelines.

Business Analysis: Making sufficient SWP supplies available to address the reliability needs of the SWP Dependent Area member agencies in 2023 is consistent with the Board's intent for Metropolitan to provide equitable reliability across the service area.

Option #2

Continue the Water Shortage Emergency Condition declared on April 26, 2022, for the SWP Dependent Area, continue the Emergency Water Conservation Program, and reaffirm the Regional Drought Emergency declared on December 13, 2022.

Fiscal Impact: By continuing the Emergency Water Conservation Program, revenues from water transactions will likely decrease as member agencies reduce water demands. At the March 22, 2022, budget workshop, staff presented a scenario with 100,000 acre-feet fewer transactions each year. This scenario—realistic in the magnitude of the needed demand management activity—could reduce revenues by approximately \$100 million in fiscal year 2022/23.

Business Analysis: The Emergency Water Conservation Program would continue until June 30, 2023. Restricting SWP supplies available to agencies within the SWP Dependent Area may not be consistent with the Board's intent for equitable reliability across Metropolitan's service area.

Staff Recommendation

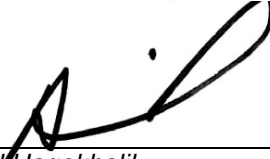
Option #1



Brad Coffey
Manager, Water Resource Management

2/22/2023

Date



Adel Hagekhalil
General Manager

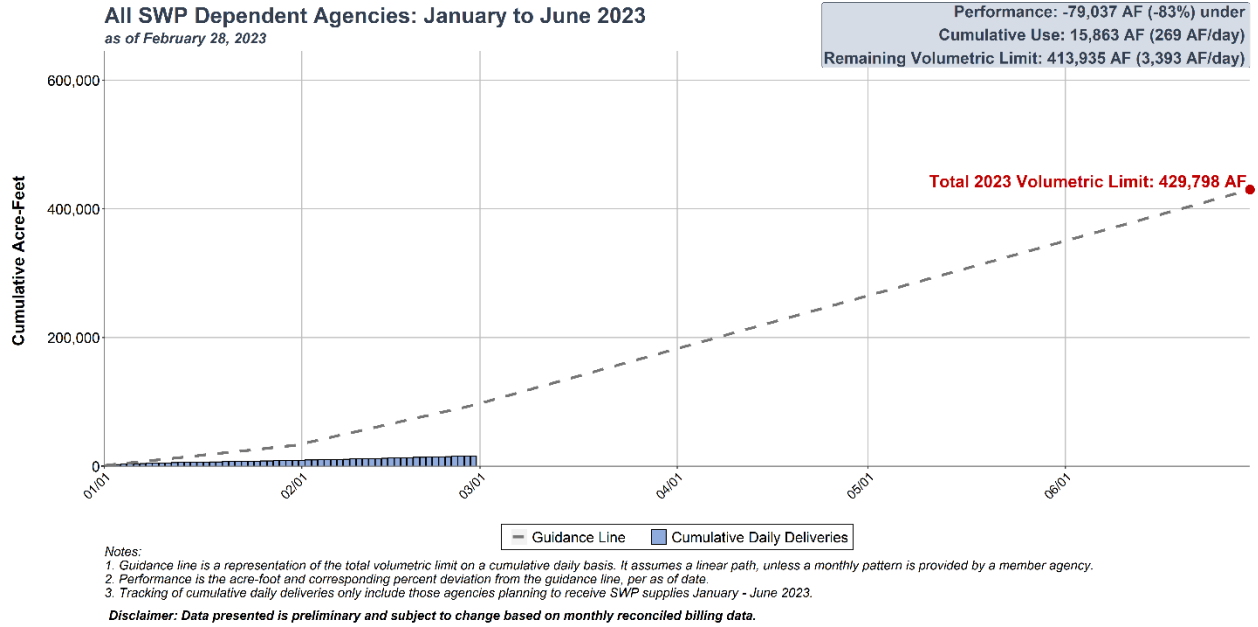
2/27/2023

Date

Attachment 1 – Emergency Water Conservation Program Performance

Ref# wrm12689889

Emergency Water Conservation Program Performance



EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-3-23

WHEREAS on April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, I proclaimed States of Emergency due to drought conditions that continue today and exist across California; and

WHEREAS climate change continues to intensify the impacts of droughts on our communities, environment, and economy, and these impacts continue to affect groundwater basins, local water supplies, and ecosystems, resulting in continuing drought in the State; and

WHEREAS the ongoing drought continues to have significant, immediate impacts on communities with vulnerable water supplies, farms that rely on irrigation to grow food and fiber, and fish and wildlife that rely on stream flows and cool water; and

WHEREAS early, substantial rains in October and December 2021 gave way to the driest January-February-March period in over 100 years in California, leading the October 2021 to September 2022 water year to end with statewide precipitation at 76 percent of average, with statewide reservoir storage at 69 percent of average, and with Lake Oroville—the State Water Project's largest reservoir—at 64 percent of average; and

WHEREAS in January 2023, the State experienced one of the wettest three-week periods on record, yielding a snowpack that was at 205 percent of average on February 1, 2023, yet to date February has been drier than average; and

WHEREAS the current snowpack has not reduced stresses upon the State's water resources, including low storage levels, depleted aquifers, and diminished local water supplies; and

WHEREAS the State can expect continued swings between extreme wet and extreme dry periods that can present risks of severe flooding and extreme drought in the same year; and

WHEREAS California must adapt to a hotter, drier future in which a greater share of rain and snowfall during the wetter months will be absorbed by dry soils, consumed by plants, and evaporated into the air, leaving less water for communities, species, and agriculture; and

WHEREAS the frequency of hydrologic extremes experienced in the State is indicative of an overarching need to continually reexamine policies to promote resiliency in a changing climate; and

WHEREAS Californians continue to make progress conserving water, with urban water users conserving 17.1 percent statewide in December 2022 compared to December 2020 and agricultural producers continuing to invest in more efficient irrigation; and

WHEREAS despite this progress, the uncertainty of precipitation during the remainder of the winter and spring, and the potential of dry conditions next

winter and of drought conditions extending to a fifth year, make it necessary for the State to continue water-conservation measures and drought-resilience actions to extend available supplies, protect water reserves, and maintain critical flows for fish and wildlife; and

WHEREAS as directed in "California's Water Supply Strategy: Adapting to a Hotter, Drier Future," the State plans to stretch water supplies by storing, recycling, de-salting, and conserving the water it will need to keep up with the increasing pace of climate change; and

WHEREAS multiple regions of the State, such as the Klamath Basin and the Colorado River system, face severe water shortage conditions, and groundwater basins in the Central Valley continue to be depleted from years of drought and overdraft; and

WHEREAS groundwater use accounts for 41 percent of the State's total water supply on an average annual basis but as much as 58 percent in a critically dry year, and approximately 85 percent of public water systems rely on groundwater as their primary supply; and

WHEREAS capturing and storing storm and snowpack runoff underground to recharge aquifers is an important strategy to help regions stabilize water supplies in the face of hydrologic extremes; and

WHEREAS state agencies have created streamlined permitting pathways to enable groundwater recharge that augments natural aquifer recharge, while protecting the environment and other water users, but more opportunities exist to facilitate groundwater recharge; and

WHEREAS coordination between local entities that approve permits for new groundwater wells and local groundwater sustainability agencies is important to achieving sustainable levels of groundwater in critically overdrafted basins; and

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

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. The orders and provisions contained in my State of Emergency Proclamations dated April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, and Executive Orders N-10-21 (July 8, 2021) and N-7-22 (March 28, 2022), remain in full force and effect, except as modified by those proclamations and orders and herein. State agencies shall

continue to implement all directions from those proclamations and orders and accelerate implementation where feasible.

2. To maximize the extent to which winter precipitation recharges underground aquifers, the Department of Water Resources, the State Water Resources Control Board (Water Board), and the Department of Fish and Wildlife shall continue to collaborate on expediting permitting of recharge projects and shall work with local water districts to facilitate recharge projects.
3. Paragraph 4 of my State of Emergency Proclamation dated May 10, 2021 and Paragraph 4 of my State of Emergency Proclamation dated July 8, 2021 are withdrawn, and each is replaced with the following text:

To ensure adequate water supplies for purposes of health, safety, the environment, or drought resilient water supplies, the Water Board shall consider modifying requirements for reservoir releases or diversion limitations in Central Valley Project or State Water Project facilities to: (i) conserve water upstream later in the year in order to protect cold water pools for salmon and steelhead, (ii) enhance instream conditions for fish and wildlife, (iii) improve water quality, (iv) protect carry-over storage, (v) ensure minimum health and safety water supplies, or (vi) provide opportunities to maintain or to expand water supplies north and south of the Delta. The Water Board shall require monitoring and evaluation of any such changes to inform future actions. For any actions taken pursuant to this paragraph and any approvals granted in furtherance of this paragraph, Water Code Section 13247 and Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division are suspended. Nothing in this Paragraph affects or limits the validity of actions already taken or ongoing under Paragraph 4 of my May 10, 2021 Proclamation or Paragraph 4 of my July 8, 2021 Proclamation.

4. Paragraph 9 of Executive Order N-7-22 is withdrawn and replaced with the following text:

To protect health, safety, and the environment during this drought emergency, a county, city, or other public agency shall not:

- a. Approve a permit for a new groundwater well or for alteration of an existing well in a basin subject to the Sustainable Groundwater Management Act and classified as medium- or high-priority without first obtaining written verification from a Groundwater Sustainability Agency managing the basin or area of the basin where the well is proposed to be located that groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in any applicable Groundwater Sustainability Plan adopted by that Groundwater Sustainability Agency and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan; or

- b. Issue a permit for a new groundwater well or for alteration of an existing well without first determining that extraction of groundwater from the proposed well is (1) not likely to interfere with the production and functioning of existing nearby wells, and (2) not likely to cause subsidence that would adversely impact or damage nearby infrastructure.

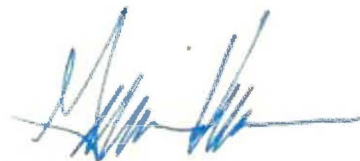
This Paragraph shall not apply to permits for wells (i) that will provide less than two acre-feet per year of groundwater for individual domestic users, (ii) that will exclusively provide groundwater to public water supply systems as defined in section 116275 of the Health and Safety Code, or (iii) that are replacing existing, currently permitted wells with new wells that will produce an equivalent quantity of water as the well being replaced when the existing well is being replaced because it has been acquired by eminent domain or acquired while under threat of condemnation.

5. No later than April 28, 2023, state agencies shall send me their recommendations for what further actions, if any, are necessary for on-going emergency drought response, and their views on whether any existing provisions in my proclamations and executive orders related to the drought emergency are no longer needed to prepare for and mitigate the effects of the drought conditions.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

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

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 13th day
of February 2023.



GAVIN NEWSOM
Governor of California

ATTEST:

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

Declaration of a Stage I Water Shortage Condition with New Mandatory Water Conservation Measures

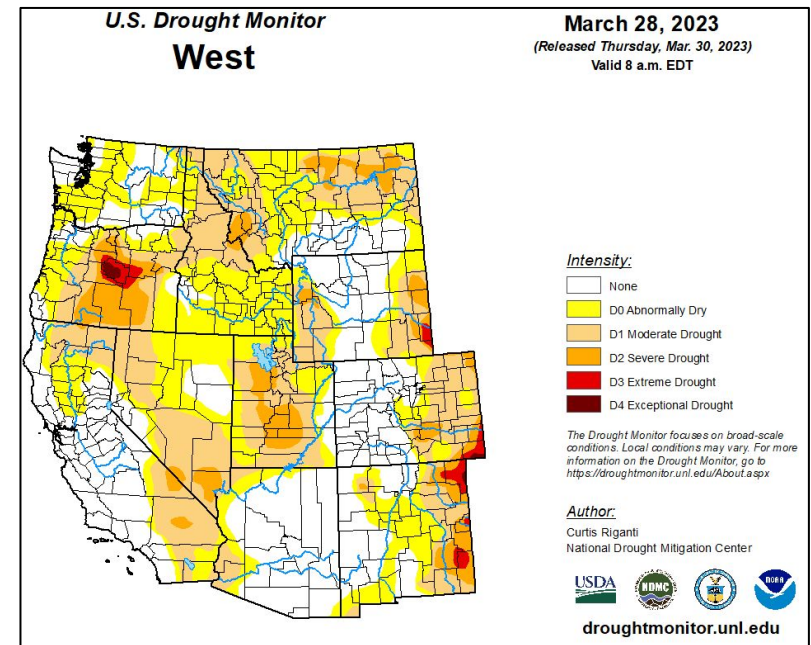
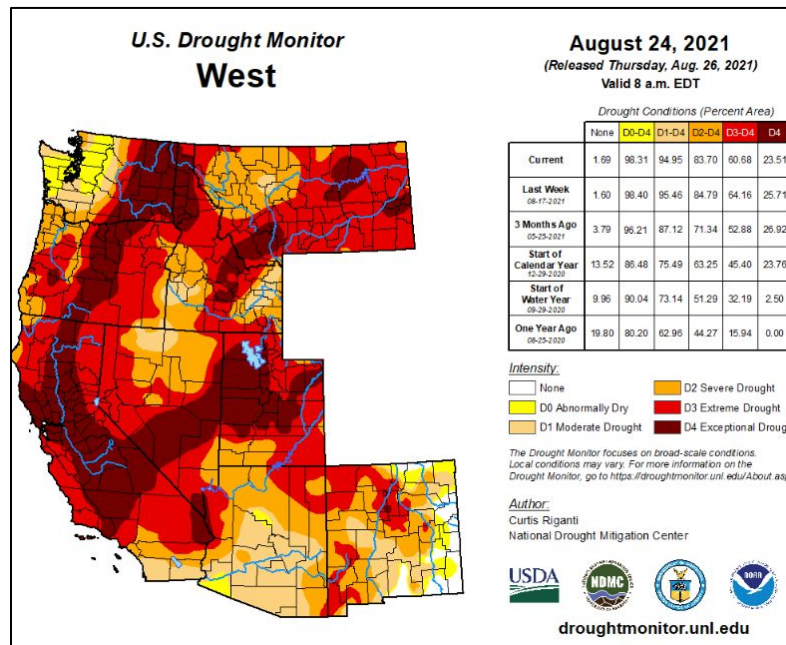
City Council
April 18, 2023

Joseph Marcinko
Assistant Public Works Director
Water Utilities

That the City Council adopt a resolution declaring a stage one water shortage implementing water conservation measures pursuant to the City's Water Shortage Contingency Plan, and rescinding Resolution No. 15,569.

- March 18, 2022 - State Water Project (SWP) allocations were reduced from 15% to 5% by the Department of Water Resources (DWR)
- March 28, 2022 - Governor Newsom issued Executive Order N-7-22 directing a number of actions in response to the historic drought conditions
- April 26, 2022, - Metropolitan Water District (MWD) declared a water shortage emergency condition in State Water Project (SWP) dependent areas
- April 27, 2022 Calleguas Municipal Water District (CMWD) declared a Water Shortage Emergency Condition exists within its service area and adopted MWD's Emergency Water Conservation Program (EWCP)
- May 17, 2022, Oxnard City Council proclaimed a local emergency due to the water shortage conditions and adopted Resolution Nos. 15,568 & 15,569

- The beginning of 2023 has brought record-breaking precipitation to California, resulting in one of the wettest periods on record
- January 26, 2023, Department of Water Resources (DWR) announced an initial SWP allocation of 30 percent
- February 22, 2023, DWR increased the SWP allocation up to 35 percent
- March 24, 2023 DWR increased the allocation of SWP supply up to 75%



- February 15, 2023 CMWD passed Resolution No. 2070 suspending the one day a week watering restriction
- March 14, 2023, the MWD Board of Directors lifted their Water Shortage Emergency Condition for SWP-dependent areas and terminated the EWCP
- March 24, Governor Newsom signed Executive Order N-5-23 which eased some State drought emergency provisions while also maintaining others

- With the improved local water supplies, the Director of Emergency Services, as of April 18, 2023, will no longer continue the local emergency
- As a result, Resolution 15,568 and Director's Order No. 22-03, 22-04, and 22-05 become void

Given the improvements in local water supply conditions, while continuing to promote water efficiency, Water staff recommend that the City Council:

Adopt a resolution declaring a Stage I water shortage implementing water conservation measures pursuant to the City's Water Shortage Contingency Plan, and rescinding Resolution No. 15,569.

- Watering of lawns, functional turf, trees, shrubs, vegetation, landscape and other outside irrigation is limited to three days per week
- Watering days for all customers: Monday, Wednesday and Saturday ONLY
- Watering or irrigating of functional turf, landscape or other vegetated area with potable water using a landscape irrigation system or a watering device is limited to no more than 10 minutes per day per station as permitted during the three days per week watering allowance

- Exceptions to allow for irrigation outside of the designated periods include (1) the hand watering of trees, food plants, or other perennials with use of a container (e.g. bucket or watering can) or a hose fitted with a shut-off nozzle and (2) the use of drip irrigation or other high-efficiency irrigation systems to apply water at a weekly volume consistent with the three-day watering restriction imposed on less efficient irrigation systems
- Potable water for irrigation of non-functional turf at commercial, industrial and institutional properties, including HOAs, is prohibited
- The application of potable water to landscapes during and within 48 hours after measurable rainfall is prohibited
- The use of potable water in a fountain or other decorative water features is prohibited, except where the water is part of a recirculating system

- All vegetation within Wildland-Urban Interface and Defensible Space will be maintained as required under Public Resource Code 429
- It is important to note that the permanent water conservation measures listed under Oxnard City Code Chapter 22, Sec. 22-136 must always be followed, regardless of the water shortage level, declaration of a water shortage level imposes additional water use restrictions

- Water staff are committed to promoting water conservation programs and resources
- The public is encouraged to stay informed about the latest restrictions and available resources by using the water conservation hotline at (805) 385-3905 or visiting OxnardWater.org
- Outreach efforts will focus on regional partnerships promoting practical steps that can be taken now, such as planting drought-tolerant landscapes, to mitigate the impact of future dry conditions



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 adopting this resolution.



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.3

DATE: April 18, 2023

TO: City Council

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

SUBJECT: Amended Budget Appropriations for Public Works for Fiscal Year 2022-23. (10 minutes)

RECOMMENDATION

That the City Council approve:

1. A project budget appropriation from insurance proceeds in the amount of \$272,636 within the General Fund (101) for the Durley Park Concessions Building Repairs Project (TBD);
2. Fiscal Year 2022-23 budget appropriations from the available fund balance in the amount of \$75,000 from the General Fund (101) to the Stormwater Fund (114) for stormwater related expenses; and
3. Fiscal Year 2022-23 budget appropriations from the available fund balance for an amount not to exceed \$500,000 from the Fleet Maintenance Fund (741) for any unanticipated fuel increases through June 30, 2023.

(Public Works and Transportation Committee approved 2-0)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/uDEP_HO3meY

BACKGROUND

The City's Public Works Department reviewed its Adopted Budget for Fiscal Year (FY) 2022-23 and is requesting to adjust the budget for various funds for several unexpected reasons since the City Council adopted the FY operating budget on June 21, 2022. There is a request to appropriate insurance proceeds related to an insurance claim for Durley Park repairs. There is an unanticipated repair costs related to the recent storm event in January. The recent increases in fuel and compressed natural gas (CNG) costs will surpass the current budget allocation.

DISCUSSION

General Fund (101)

On February 18, 2022 the Durley Park Concession building sustained fire damage and incurred losses. The City is currently working with its insurance carrier and has received authorization for like-for-like repairs to this building. The insurance is advancing funds in the amount of \$272,636 for the repairs and the City is responsible for the \$50,000 deductible. The Parks Division has paid out a total of \$48,254 in repairs that counts toward the deductible with \$1,746 remaining. These repairs included pressure testing existing gas lines, smoke and fire cleanup, replacing damaged electrical, and architectural/engineering services. There is still an additional \$50,400 of authorized work that will be billed for architectural and engineering services by the on-call architect.

Staff is recommending to appropriate the net insurance proceeds of \$272,636 to this Durley Park Concessions Building

Repairs Project (Project). However, without detailed design drawings and contractor proposals, the total cost of the Project is still to be determined. If actual bids received are greater than the available funds, then staff will recommend an appropriation of the additional funds for Council's consideration when awarding the project for construction. The insurance company will reimburse any additional appropriation amount necessary for the like-for-like repairs. Additionally, this Project may extend into the next fiscal year for 2023-24, depending on the bidding process. Therefore, any unspent funds in the current fiscal year will need to be carried over into the next fiscal year within this Project.

Stormwater Fund (114)

Due to unexpected stormwater related repairs during the FY 2022-23, which include sinkhole repairs, storm drain failures, and the January 2023 storm event, the Stormwater Fund (114) has been heavily impacted with unplanned expenditures totaling \$280,373.81 as of February 2023. The majority of these costs have been absorbed by the stormwater fund by reducing previously scheduled services and delaying projects, however these reductions/delays can no longer continue. An additional amount of \$75,000.00 is needed to carry out the regularly scheduled services of the stormwater group which include catch basin cleaning and storm channel cleaning. These funds are being requested as a transfer from the General Fund (101) to the Stormwater Fund (114).

Fleet Maintenance Fund (741)

Fleet Maintenance staff members oversee the fuel budget and are responsible for paying the vendor fuel consumption for 955 vehicles and equipment owned by the City. Vehicles are from all City departments including Fire and Police.

Increased costs in diesel, unleaded gasoline, and CNG fuel has impacted the Fleet Maintenance Fund which will impact its operating budget. Fleet Services received an increase of \$100,000 in FY 2022-23 compared to previous years but the amount is not sufficient to cover the volatile fuel prices. The current budget for fuel (unleaded, diesel and CNG) is \$2,740,000 with estimated total fuel costs of \$3,500,000 through June 30, 2023. Staff has made adjustments internally to help offset these increases through budget adjustments, however, Fleet Services is requesting an additional appropriation not to exceed \$500,000 to cover any anticipated funding shortfall for fuel usage through June 30, 2023.

All fuel charges are allocated and charged on an actual usage basis to all departments with City vehicles that are maintained by the Fleet Maintenance Division.

Table 1. Average and Estimated Fuel Costs

Fuel Type	Average Actual Cost/Gallon Jul-Dec 2022	Average Estimated Cost/Gallon Jan-Jun 2023	FY 22-23 Current Budget	FY 22-23 Estimated Expenditures	Variance/ Shortfall
Unleaded	\$5.895	\$5.350	\$1,414,000	\$1,250,000	\$164,000
Diesel	\$5.314	\$5.600	\$1,121,000	\$1,650,000	-\$529,000
CNG	\$1.623	\$3.000	\$205,000	\$600,000	-\$395,000
TOTAL			\$2,740,000	\$3,500,000	-\$760,000
Internal Budget Adjustments					+\$281,000
Estimated Net Shortfall					-\$479,000
Request for an Amount Not to Exceed Additional Budget Appropriation					\$500,000

Table 2. Actual Gallons Used

Fuel Type	Actual Gallons Used Jul-Dec 2022
Unleaded	115,744
Diesel	140,847
CNG	120,669

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The financial impact of each recommended action is spelled out in the Discussion section that describes that action and also depicted in the following table.

Fund Name/Number	Additional Budget Appropriations
General Fund (1013301-53200) (Project TBD) (Insurance proceeds)	\$272,636
Stormwater (1143502-53200) (Transfer from General Fund - \$75,000)	\$75,000
Fleet Maintenance Fund (741)	Up to \$500,000

For Finance Use Only: General Fund (Org. 1013301, Obj 53200, Proj# TBD and Org. 1011001, Obj. 59800), Stormwater Fund (Org. 1141001, Obj. 49300 and Org. 1143502, Obj. 53200), Fleet Maintenance Fund (Org. 7413750, Obj. TBD)

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 2-0 on March 28, 2023, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director, Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Presentation

Amended Budget Appropriations for Public Works for Fiscal Year 2022-23

Public Works and Transportation Committee
March 28, 2023

Michael L. Wolfe, PE
Public Works Director

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

1. A project budget appropriation from insurance proceeds in the amount of \$272,636 within the General Fund (101) for the Durley Park Concessions Building Repairs Project (TBD);
2. Fiscal Year 2022-23 budget appropriations from the available fund balance in the amount of \$75,000 from the General Fund (101) to the Stormwater Fund (114) for stormwater related expenses; and
3. Fiscal Year 2022-23 budget appropriations from the available fund balance for an amount not to exceed \$500,000 from the Fleet Maintenance Fund (741) for any unanticipated fuel increases through June 30, 2023.

- City's Public Works Department reviewed its Adopted Budget for Fiscal Year (FY) 2022-23
- Requesting to adjust the budget for various funds for several reasons that have come up since the City Council originally approved the FY operating budget on June 21, 2022
 - Durley Park repairs - insurance claim net proceeds
 - Unanticipated storm-related repair costs in the stormwater division
 - Recent increase in fuel and compressed natural gas (CNG) costs will surpass the current budget allocation

General Fund (101) - Durley Park Concessions Building Repairs Project (TBD)

- January 18, 2022: Durley Park incurred losses related to fire damage
- Insurance claim has been submitted to the City's insurance carrier and has been authorized at a current repair cost of \$322,636
- City is responsible for the \$50,000 deductible with net insurance proceeds at \$272,636
 - \$50,000 will be paid from the General Fund Parks Operating Budget

Stormwater Fund (114) - Unanticipated repairs related to recent storm event:

- Due to recent unexpected stormwater related repairs, which include sinkhole repairs, stormdrain failures and the January 2023 storm event, the Stormwater Fund (114) has been heavily impacted with unplanned expenditures
- Absorbing most costs associated with these repairs; however, anticipated budget shortfall is \$75,000
- A transfer from the General Fund is being requested to offset this shortfall

Fleet Maintenance Fund (741) - Increased fuel and compressed natural gas (CNG) costs:

- Fleet Services maintains and supplies fuel for 955 vehicles and equipment
- Fuel and CNG costs continue to increase

Fuel Type	Average Actual Cost/Gallon Jul-Dec 2022	Average Estimated Cost/Gallon Jan-Jun 2023	FY 22-23 Current Budget	FY 22-23 Estimated Expenditures	Variance/ Shortfall
Unleaded	\$5.90	\$5.35	\$1,414,000	\$1,250,000	\$164,000
Diesel	\$5.31	\$5.60	\$1,121,000	\$1,650,000	-\$529,000
CNG	\$1.62	\$3.00	\$205,000	\$600,000	-\$395,000
TOTAL			\$2,740,000	\$3,500,000	-\$760,000
Internal Budget Adjustments					\$281,000
Estimated Net Shortfall					-\$479,000
Request for an Amount Not to Exceed Additional Budget Appropriation					\$500,000

- Requests
 - Insurance net proceed appropriations for \$272,636
 - Increased appropriations for \$75,000 from the General Fund for Stormwater repairs
- Request for up to \$500,000 from the Fleet Maintenance Fund

Fund Name/Number	Additional Budget Appropriations
General Fund (1013301-53200) (Project TBD)	\$272,636
Stormwater (1143502-53200) (Transfer from General Fund - \$75,000)	\$75,000
Fleet Maintenance Fund (741)	Up to \$500,000



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.4

DATE: April 18, 2023

TO: City Council

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

SUBJECT: Agreement 32300365 with Dial Security for Security Guard Services at Various City Locations. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize:

1. The use of the City of Ventura's City Wide Security Guard Services Agreement, which includes a piggyback provision, to establish a security guard service agreement for the City of Oxnard;
2. The Mayor to execute an Agreement with Dial Security, for an initial term starting May 1, 2023, ending June 30, 2023, with the option to extend through December 31, 2023, and for a total contract not-to-exceed amount of \$850,000 for security guard services at various City locations; and
3. The Purchasing Agent to execute an amendment to Agreement 32300365 to exercise the option to extend, through December 31, 2023, if needed.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/tQAtV4HNgMo>

BACKGROUND

The Public Works Department (Public Works) is responsible for the operation of the City's Oxnard Transportation Center (OTC), Water Campus, Oxnard Wastewater Treatment Plant (OWTP) and Headworks Facility, Advanced Water Purification Facility (AWPF) and the Del Norte Regional Recycling and Transfer Station (Del Norte). These facilities are located in the City of Oxnard and provide essential public utility services to the residents of Oxnard and the west Ventura County region.

These City facilities require the security services to act as a first deterrent for unwanted activity to ensure the safety of personnel, protect property, customers and the general public; and guard against vandalism. The City has used security services for City facilities over the past fifteen years.

Table 1 provides the location and property size for each facility. Based on the needs and size of the facilities, security guards will be assigned accordingly.

TABLE 1

CITY FACILITY	LOCATION	ESTIMATED LOT SIZE (ACREAGE)
Oxnard Transportation Center	201 East Fourth Street	8

Water Campus	251 South Hayes Avenue	4.9
OWTP & Headworks Facility	6001 Perkins Road/ 5741 Perkins Road	30
AWPF	5700 Perkins Road	4.7
Del Norte	111 Del Norte Boulevard	16

DISCUSSION

On September 9, 2021, request for proposal (RFP) PW 22-22 was released. Proposals from 13 different security firms were submitted. The City entered into agreement A-8402 with Professional Security Consultants (PSC) on February 1, 2022 based on PSC's overall proposal. Due to performance issues related to improper staffing, site break-ins, and theft/vandalism to City property during the hours that PSC was scheduled to be patrolling these City facilities, the City has chosen to terminate and not extend services with PSC.

Due to the sensitive nature of the services provided by security personnel, staff have researched options to enter into a temporary agreement for security services. This will allow for continuity of services while developing an updated scope of services and run a solicitation for a long term agreement for security services.

The City of Ventura currently has an agreement with Dial Security (Dial). Ventura acquired Dial's services through a competitive solicitation process. Dial was selected by Ventura after being evaluated against other proposing security firms based on their qualifications, experience, resources, completeness of submitted proposal, references, and cost. A component of Ventura's solicitation requirements includes a provision that allows for optional cooperative purchase agreements. This provision allows for other public agencies within California to utilize the results of the solicitation to enter into an agreement with the awarded vendor.

Staff has met with Dial to discuss the City's needs and Dial's capabilities. Dial has confirmed their ability in entering into an agreement for up to eight months while the City runs a new solicitation. The agreement will run for an initial two month term (May 1, 2023 through June 30, 2023) and have an option to extend for an additional six months (July 1, 2023 through December 31, 2023) to mirror the terms of the City of Ventura agreement that is being used as a basis for this agreement.

The all-inclusive hourly rates for Dial's services are shown in Table 2. The rates are approximately 30% higher than the rates in the current PSC agreement. When RFP PW 22-22 was originally run, hourly rates from the bidders ranged from \$23.75 to \$40 per hour. Dial's rates are in alignment with the original rates submitted in the RFP process. These rates include all costs necessary to service each facility including equipment and vehicles

TABLE 2

SERVICE TYPE	RATE UNARMED
Security Officer Rate	\$32.88 per hour
Holiday Rate	\$49.32 per hour
Security Officer & Patrol Car Rate	\$39.95 per hour
Roving Patrol with 6 visits per night, 7 days a week	\$2,050 per month

Due to performance issues with PSC and time constraints of releasing a new solicitation, staff is recommending piggybacking on the City of Ventura's security guard service agreement despite the increase in costs for services. Public Works staff will coordinate with the Purchasing Division to develop a new scope of services and release a solicitation for

a new multi-year security guard agreement. Utilizing a short term agreement with Dial Security allows for continuous security guard services that are vital to the safety and security of City facilities.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Agreement with Dial shall not exceed \$215,000 for the initial two months on the agreement and a total of \$850,000 through December 31, 2023, if extended. Services will commence May 1, 2023. Sufficient funds are available in the respective funds for FY 2022-23 for May through June 30, 2023. Funding for future years will be included in the proposed operating budgets for the City Council's consideration.

The following table shows the estimated spending plan for all divisions which also includes any potential increases after the initial term.

FACILITY	ACCOUNT	FY 2022-23	FY 2023-24	TOTAL
OTC	90403201-53200	\$90,000	\$270,000	\$360,000
Water Campus	6083607-53200	\$45,000	\$135,000	\$180,000
OWTP	6113614-53200	\$23,000	\$70,000	\$93,000
AWPF	6013605-53200	\$12,000	\$35,000	\$47,000
Del Norte	6383639-53200	\$45,000	\$125,000	\$170,000
Total		\$215,000	\$635,000	\$850,000

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. Agreement 32300365
2. Presentation

**TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND DIAL SECURITY**

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Dial Security ("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. This trade service agreement is a "piggyback" agreement based upon a security guard service agreement between the SERVICE PROVIDER and the City of Ventura. The City of Oxnard requires security guard services at several of its city facilities and desires to contract with the SERVICE PROVIDER for said services.

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

DIAL SECURITY ("SERVICE PROVIDER"), a corporation of the State of California, located at 760 W. Ventura Blvd., Camarillo CA 93010

3. TERM OF AGREEMENT: From (Date): 5/1/2023 To (Date): 6/30/2023

3.1 Time is of the essence in this Agreement.

3.2 The initial term of this Agreement, plus any option to extend shall not exceed a total of eight (8) months. The CITY in its sole discretion may exercise the option to extend, if the City of Ventura exercises the option to extend the original agreement, which the CITY is "piggybacking" onto. The City shall provide written notice to the SERVICE PROVIDER in accordance with Section 11 of this Agreement. All Notices shall comply with section 20 of this Agreement.

3.3 The CITY shall have the option for one six month extension, in accordance with the scope of work and general terms and conditions of the Trade Services Agreement.

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 NOT TO EXCEED: \$850,000.00

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: Brian Yanez	Name: Blake Dundas
Title: Assistant Public Works Director	Title: Business Manager
Phone: (805) 200-5412	Phone: (805) 389-6700
Email: brian.yanez@oxnard.org	Email: blaked@dialcomm.com
Mailing Address (if differs from above):	Mailing Address (if differs from above):
305 West Third Street	
Oxnard, CA 93030	

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 Section 4 of this Agreement. 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

DIAL SECURITY

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

Bill Dundas, President _____ Date

Blake Dundas, 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 DIAL SECURITY)

SCOPE OF SERVICES

LOCATION SCOPE OF SERVICES

Oxnard Transportation Center (OTC):

The parameters for the private patrol operation (PPO) are as follows:

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

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

Background Information

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

Service Description

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

Service During Operational Hours

1. One (1) uniformed patrol person on site from 5:00 a.m. to 10:30 p.m., Monday - Friday and Saturday and Sunday from 6:00 a.m. - 10:30 p.m. Two (2) uniformed patrol persons on site during peak hours of operation from 9:00 a.m. - 6:00 p.m. Monday - Friday, and from 9:00 a.m. to 5:00 p.m. Saturday - Sunday.

- **Monday through Friday**
 - **5:00 a.m. to 9:00 a.m. one (1) uniform patrol person**
 - **9:00 a.m. to 6:00 p.m. two (2) uniform patrol persons**
 - **6:00 p.m. to 10:30 p.m. one (1) uniform patrol person**
 - **Saturday through Sunday**
 - **6:00 a.m. to 10:30 a.m. one (1) uniform patrol person**
 - **9:00 a.m. to 5:00 p.m. two (2) uniform patrol persons**
 - **5:00 p.m. to 10:30 p.m. one (1) uniform patrol person**
2. Patrols will take place periodically by a variety of means. Patrols may occur by vehicles, bicycle, foot, video surveillance, and a combination thereof.
 3. It is up to the vendor to schedule their employees according to the hours above. The City will not pay the vendor for any over-time hours under any conditions.

Service During Non-Operational Hours-Night Patrol

1. During the overnight, non-operational hours, a standing guard is not required for the duration. A minimum of six (6) random nightly patrols between the hours of 10:30 pm and 5:00am must occur.
 - a. One (1) uniformed patrol person shall provide random roaming security checks at the OTC, including all parking lots, overpass stairs, bus platform, train platform and the perimeter of the building.
 - b. Patrols should not be at the same time on any given evening and should be performed nightly on a rotating random basis.

Patrol Person Responsibilities - Assigned Patrol Person Will:

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

17. Locate persons who are disturbing patrons or engaging in illegal activities at the OTC. Advise those who are impeding normal operations or engaging in illegal activities at the OTC to leave the property.
18. Maintain photographic and written records of banned persons, habitual offenders, and persons who have been advised about trespassing.
19. Provide one copy of any subpoena for records to the City of Oxnard Office of the City Attorney, 305 West Third Street, East Wing, First Floor, Oxnard, CA 93030 within 48 hours of receiving a subpoena. Provide notice to the property manager of any subpoena for records within 48 hours of receiving a subpoena.
20. Serve as a liaison to notify City staff of issues about property management that require repairs to the premises.

Water Campus:

The parameters for the private patrol operation are as follows:

SITE PATROL SCHEDULE FOR PPO OPERATION – WATER CAMPUS

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

Security Patrols

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

After-Hours Security Service

- **Monday through Friday (13 hours)**
 - **12:00 a.m. – 7:00 a.m.**
 - **6:00 p.m. – 11:59 p.m.**
- **Saturday (24 hours)**
 - **12:00 a.m. – 11:59 p.m.**
- **Sunday and Holidays (24 hours)**
 - **12:00 a.m. – 11:59 p.m.**

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

VENDOR RESPONSIBILITIES

1. Vendor shall maintain a daily post log noting exceptional events and observations and provide copies to the City.
2. Vendor must be a licensed private patrol operator with the California Department of Consumer Affairs, Bureau of Security and Investigative Services.
3. Each security officer and supervisor assigned to this project must possess a valid and permanent California Department of Consumer Affairs, Bureau of Security and Investigative Security Services security guard registration while on the job site.

4. Each security officer and supervisor assigned to this project must be able to speak, read and write in English.
5. Vendor employees assigned to this project may be required to submit a Live Scan and criminal history check performed by the Oxnard Police Department at the City's expense with or without notice.

Oxnard Wastewater Treatment Plant (OWTP), Headworks Facility and Advanced Water Purification Facility (AWPF):

The parameters for the private patrol operation are as follows:

SITE PATROL SCHEDULE FOR PPO OPERATION – WASTEWATER TREATMENT PLANT (OWTP), HEADWORKS FACILITY, AND ADVANCED WATER PURIFICATION FACILITY (AWPF):

Vendor shall provide one unarmed uniformed security guard during after-hours to provide security patrols and to monitor surveillance cameras at the Wastewater Treatment Plant (OWTP) located at 6001 Perkins Road, Headworks Facility located at 5741 South Perkins Road, Oxnard, California 93033 and the Advanced Water Purification Facility located at located at 5700 Perkins Road. Vendor security patrols will include visual inspections of each facility and on-site vehicles, and physical inspections of all gates and doors of each facility and on-site vehicles to verify secure status. Vendor will make contact with individuals on property after hours to determine reason for access to the facility. Vendor shall alert the Police and Fire Departments should additional assistance be required.

Security Patrols – OWTP, Headworks Facility & AWPF

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

After- Hours Security Service – OWTP, Headworks Facility and AWPF

- **Monday through Sunday (12 hours)**
 - **6:00 p.m. – 6:00 a.m.**
1. Vendor shall immediately notify Wastewater staff and City of Oxnard Police of any unauthorized activities or emergencies.
 2. The OWTP is staffed continuously, 24 hours per day, 365 days per year. Therefore, security personnel shall check in with OWTP staff upon arrival at the facility and check out at the end of each shift. Daily logs shall be submitted at the end of every shift.
 3. The City will provide the security person with a communication device, list of personnel on site, site access controls, restroom facilities and any other relevant information at the start of each day.
 4. The OWTP, Headworks and AWPF are working facilities with tanks, pumps, and other potentially dangerous equipment. Vendor is not to enter any building, tank or other facility without prior written authorization or escort from City staff.

Del Norte Regional Recycling and Transfer Station:

The parameters for the private patrol operation are as follows:

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

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

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

Security Patrols - Del Norte Facility

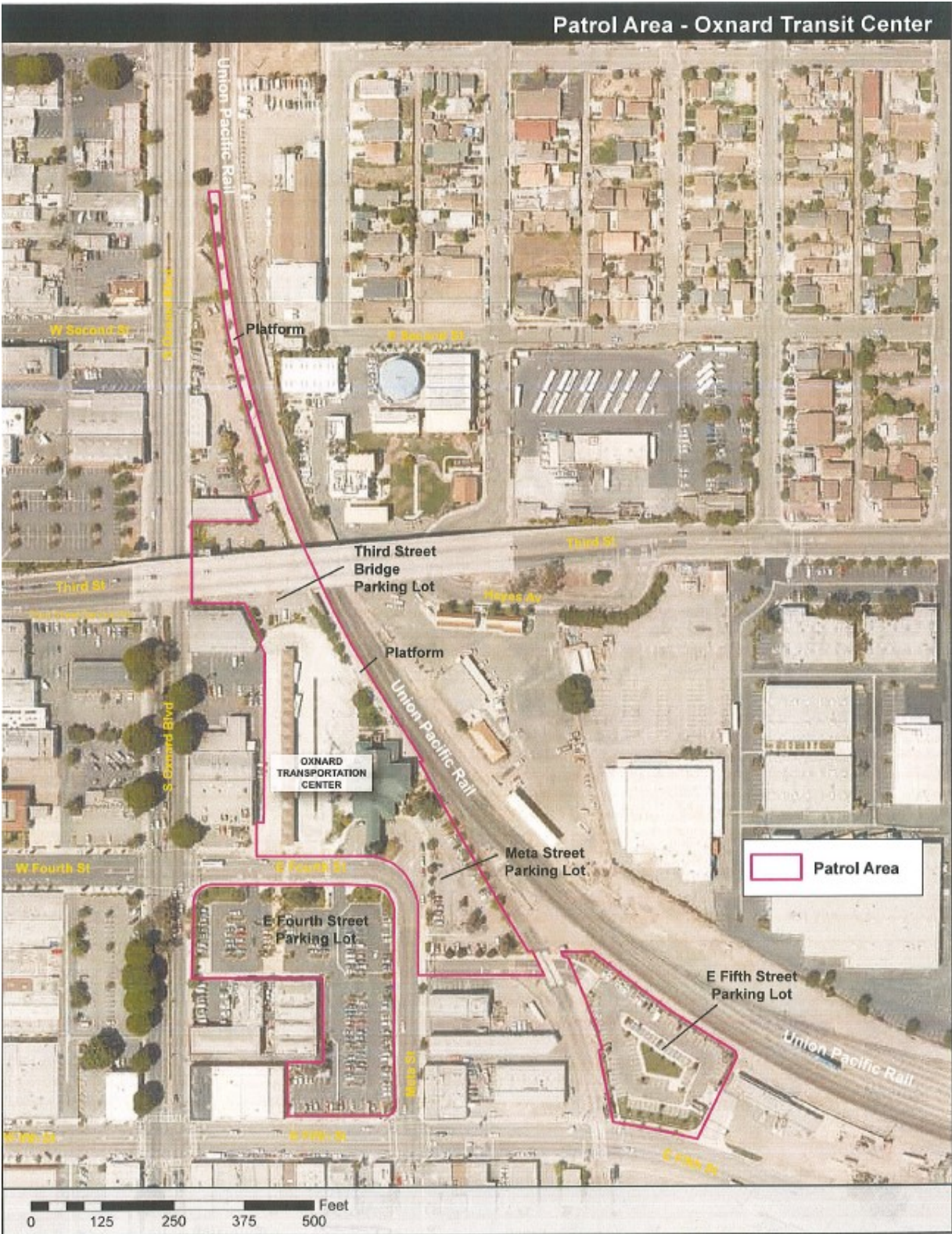
Vendor shall provide control of after-hours access and make regular physical inspections of the site, patrols of the parking lots and the staging areas for recyclable material, equipment and supplies; regularly enter the facility to inspect piles of solid waste, recyclables and green waste for signs of spontaneous combustion and to contact emergency services as needed; secure all building doors and gate entrances, and monitoring of video security cameras. This facility will require a patrol vehicle. Attachment 5 - Aerial Map for Del Norte is a map of the facility.

After-Hours Security Service at the Del Norte Facility

- **Monday through Friday (12.5 hours)**
 - **12:00 a.m. – 5:00 a.m.**
 - **4:30 p.m. – 11:59 p.m.**
- **Saturday (17 hours)**
 - **12:00 a.m. – 5:00 a.m.**
 - **12:00 p.m. – 11:59 p.m.**
- **Sunday and Holidays (24 hours)**
 - **12:00 a.m. – 11:59 p.m.**

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

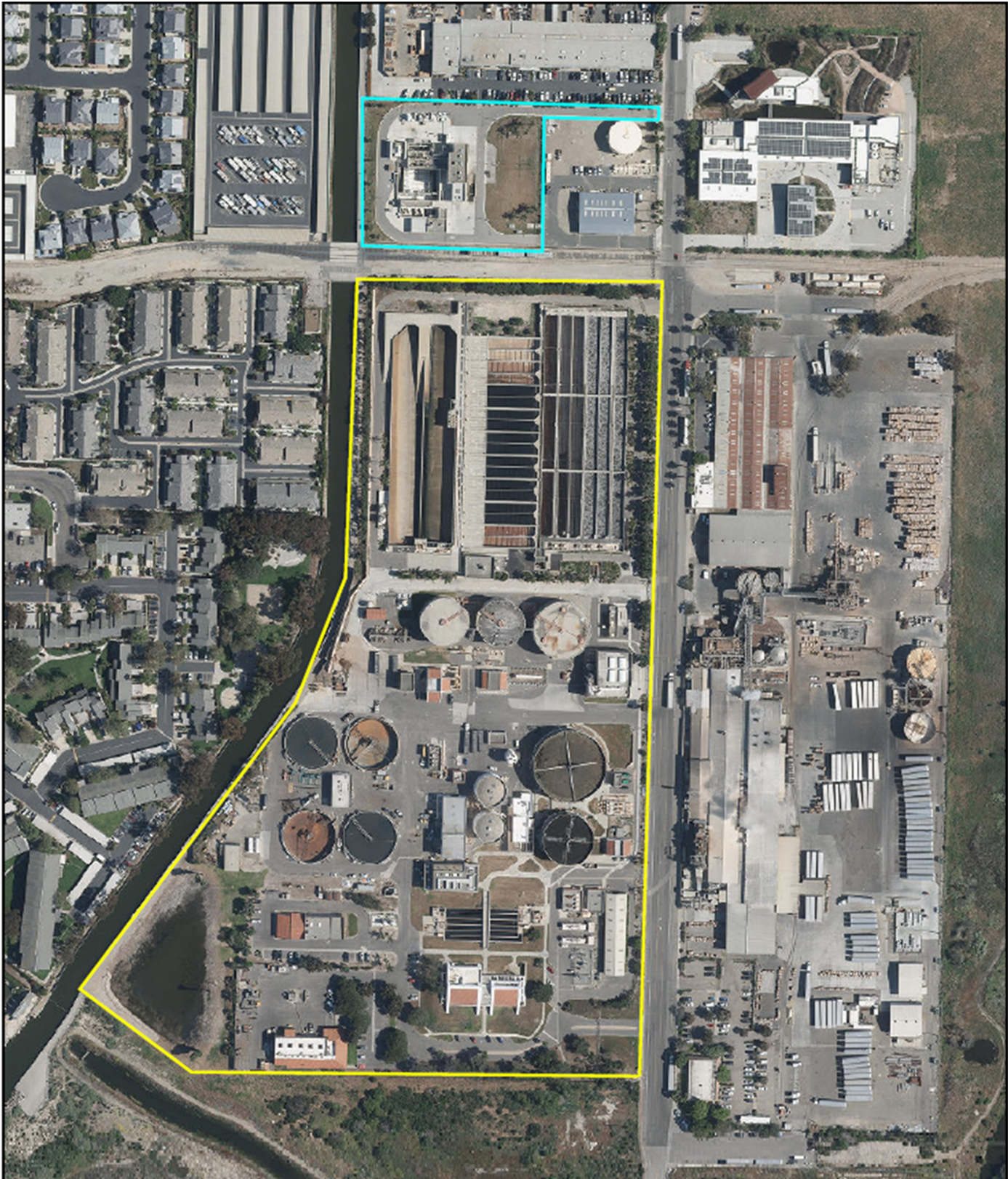
Scope of Services Exhibit, Attachment 1- Aerial Map of OTC



Scope of Services, Attachment 2-Aerial Map for Water Campus



Scope of Services Exhibit, Attachment 3-Aerial Map for OWTP & Headworks Facility



Scope of Services Exhibit, Attachment 4- Aerial Map for AWPf



Scope of Services Exhibit, Attachment 5- Aerial Map for Del Norte



EXHIBIT B

**TRADE SERVICE AGREEMENT
(CITY of Oxnard and DIAL SECURITY)**

SCHEDULE OF COMPENSATION

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

Description	Rate
Security Officer Rate	\$32.88 per hour
Holidays Rate	\$49.32 per hour
Rate for Security Officer & Patrol Car	\$39.95 per hour
Roving Patrol with 6 visits per night, 7 days a week	\$2,050 per month

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

EXHIBIT C

**TRADE SERVICES AGREEMENT
(CITY of Oxnard and DIAL SECURITY)**

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.

[See next pages]

**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. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.
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. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org
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 SPACE			
		COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ 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 ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 46250-4299 US		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> 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			

EXHIBIT D

**TRADE SERVICES AGREEMENT
(CITY of Oxnard and DIAL SECURITY)**

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 DIAL SECURITY)

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.

AGREEMENT 32300365 WITH DIAL SECURITY FOR SECURITY GUARD SERVICES

City Council
April 18, 2023

Brian Yanez
Assistant Public Works Director

That the City Council approve and authorize:

1. The use of the City of Ventura's City Wide Security Guard Services Agreement, which includes a piggyback provision, to establish a security guard service agreement for the City of Oxnard;

2. The Mayor to execute an Agreement with Dial Security, for an initial term starting May 1, 2023, ending June 30, 2023, with the option to extend through December 31, 2023, and for a total contract not-to-exceed amount of \$850,000 for security guard services at various City locations; and

3. The Purchasing Agent to execute an amendment to Agreement 32300365 to exercise the option to extend, through December 31, 2023, if needed.

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

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

All of the City facilities:

- Are all located in the City limits and provide essential public services
- Require security guard services to ensure the safety of personnel, protect property, customers and the general public
- Have been utilizing private security guard services for City facilities over the past 15 years

The current Security Agreement was entered into on February 1, 2022. Due to performance issues the City has chosen to terminate and not extend services with the current vendor Professional Security Consultants (PSC).

Cited issues include:

- Security guards not on site when scheduled
- Site break-ins and theft
- Vandalism to City property

Due to the importance of maintaining security services for City facilities, staff researched options:

- Ventura had publicly solicited security guard services
- Ventura has been satisfied with the services being rendered by Dial Security
- Ventura's solicitation allowed provision for "piggybacking" to ensure Oxnard received comparable rates to Ventura for similar services
- Dial Security has confirmed their ability in entering into a temporary agreement while the City of Oxnard releases a new solicitation

Use of piggyback agreement would be as follows:

- Not-to-exceed December 31, 2023
- Allows for continued services
- Allow staff to solicit a new multi-year agreement to be in place by January 1, 2024

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

SERVICE TYPE	RATE UNARMED
Security Officer Rate	\$32.88 per hour
Holiday Rate	\$49.32 per hour
Security Officer & Patrol Car Rate	\$39.95 per hour
Roving Patrol with 6 visits per night, 7 days a week	\$2,050 per month

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

- Dial Security rates are approximately 30% higher than the current vendor PSC
- Dial Security rates are in alignment with the rates submitted in the original RFP released in 2021 for security guard services

- Total value of agreement with Dial shall not exceed \$850,000 over a term of eight months and commences May 1, 2023
- Agreement allows one additional six-month extension for an ultimate term date of December 1, 2023
- Sufficient funds are available in FY 2022-23 Budget for services from May 1, 2023 through June 30, 2023 for each location
- Costs for the next fiscal year will be requested during the annual budgeting process



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.5

DATE: April 18, 2023

TO: City Council

FROM: Maureen Tamuri, Interim Community Development Director, (805) 385-7882, maureen.tamuri@oxnard.org

SUBJECT: Second Amendment to the Off-Site Improvement Agreement associated with Del Sol High School located near the northeast corner of Rose Avenue and Camino Del Sol (APN: 214-0-020-635) (25 minutes)

RECOMMENDATION

That the City Council:

1. Finds that the Project is not subject to additional environmental review pursuant to the provisions of the California Environmental Quality Act (CEQA-Public Resources Code, Section 21083 et. seq.) Guidelines Section 15168(c)(4)-(5) and (e); and
2. Approve the Second Amendment to the Off-Site Improvement Agreement between the City of Oxnard and the Oxnard Union High School District for Public Improvements required for the Construction of the Del Sol High School.

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

BACKGROUND

EXECUTIVE SUMMARY

The Oxnard Union High School District ("District") is currently constructing a new high school (Del Sol High School) which will consist of approximately 280,000 square feet (sq. ft.) of building structures and a variety of recreational facilities (including play fields, hard courts, and a pool), approximately 720 parking spaces, landscaping, and associated infrastructure on the 52.52-acre project site located near the northeast corner of Rose Avenue and Camino Del Sol ("Site"). Access to the school will be provided from Camino Del Sol and a newly constructed extension of Jacinto Drive to the north of the project Site that will connect to Rose Avenue to the west and the existing termination of Jacinto Drive to the east.

The District has agreed to construct, and has bonded for, certain offsite infrastructure improvements necessary to mitigate the impacts of their project on the City's infrastructure as reflected in the Off-Site Improvement Agreement ("Agreement") approved by the Oxnard City Council ("Council") on May 4, 2021 as Agreement No. A-8333. The Agreement requires the District to complete all of these offsite improvements, the majority of which involve traffic and pedestrian safety related upgrades, before the City of Oxnard ("City") will allow connections to the City's water, sewer, and storm drain infrastructure. Under the Agreement, Del Sol High School cannot open without all of these improvements being completed and accepted by the City.

The District is currently behind schedule in completing the required off-site infrastructure and access improvements.

Therefore, rather than delaying the opening of Del Sol High School, the District requested a modification to the Agreement to allow completion of the off-site improvements in 2 phases (Sequence 1 and 2). This Second Amendment to the Off-Site Improvement Agreement (“Second Amendment”) provides for the District’s request to phase the improvements - Sequence 1 improvements are required to be completed prior to August 1, 2023, and Sequence 2 will be required to be completed by March 1, 2024. It is the City's firm position that fully operational sidewalks, crosswalks, traffic intersections and other offsite improvements identified in Sequence 1 must be completed prior to the school opening in the interest of public safety.

Currently, Del Sol High School is scheduled to open to students on August 16, 2023, however the Sequence 1 off-site improvements the District is required to complete related to traffic and pedestrian circulation requirements are only approximately 5% complete as of April 4, 2023. City staff have significant concerns regarding the District’s ability to execute the remaining work in Sequence 1 necessary for safe passage of students, staff and emergency vehicles to the new campus prior to the opening of Del Sol High School. However, the City has continually sought to work with the District in good faith to facilitate the opening of this new school facility. Under the terms of this Second Amendment, if Sequence 1 improvements are completed and accepted or provisionally accepted, by August 1, 2023, then the District can open Del Sol High School as scheduled.

BACKGROUND

The Del Sol High School property is part of the City’s East Village Neighborhood and is within the Northeast Community Specific Plan (the “NECSP”). The School site is part of a 107-acre property which has been historically referred to as the Maulhardt Property (in reference to the original land owners) or East Village, Phase III (herein “East Village”). The property was farmed with row crops for many years, and currently consists of fallow land and a historic residence, in addition to the new Del Sol High School that is under construction.

While the school construction and site plan is approved by the state, the local jurisdiction (City of Oxnard) is responsible for the review and approval of all traffic and pedestrian related improvements, and all utilities which connect to City infrastructure. To date, City staff has reviewed all improvement plans and issued permits for all of the required off-site infrastructure. The construction of the high school and the off-site infrastructure has been progressing since 2021.

As a school district or public agency, the District is not subject to the standard entitlement and conditioning process. As a result, the original Agreement was developed by the City and District, for the benefit of both parties, to establish the City’s on-site and off-site improvement conditions and requirements for the District’s Del Sol High School project and to specify the timing of the construction of these improvements. Under the Agreement, the District agreed to complete all of the improvements required under the final conditions and off-site improvement plans approved by the City prior to the City permitting final utility connections, which effectively allows for the new high school to open to the public so long as all other requirements of the State of California (as the permitting authority for the school itself) have been met.

The Agreement was approved by the Council on May 4, 2021 as Agreement No. A-8333. The First Amendment, in which the District agreed that the estimated cost of the infrastructure improvements would be \$24,510,000, with the District posting a faithful performance bond in that amount, was approved in April 2022. In August 2022, the District requested that City Staff consider a phased approach for the off-site improvements so the school could open as planned in August 2023. The City was amenable to phasing, provided that improvements related to access and safety were completed prior to the occupancy. As of April 3, 2023 staff was still waiting for clarifications on the exhibits that clearly show the phased improvements at the key access points to the school.

DISCUSSION

This Second Amendment does not reduce the District’s obligations to construct all of the off-site infrastructure associated with Del Sol High School; rather, the Second Amendment divides the required off-site improvements into two sequences. Further, it requires that Sequence 1 improvements must be completed before final utility connections (and thus the opening of the school) will be granted to the District. Sequence 1 includes approximately 85% of the total required offsite improvements required to be performed by the District.

This Second Agreement further specifies that the District will not occupy Del Sol High School if the Sequence 1 improvements are not completed. These Sequence 1 improvements are related to providing adequate vehicle access to the

site, reducing traffic impacts to the surrounding neighborhoods, and improving pedestrian access and safety to the site. For example, Sequence 1 improvements do not include a much needed sidewalk along the western, or much of the southern, edge of the Site. Walking to the school will be negatively impacted by this phased approach but walking routes to school will still be available. The remaining improvements, Sequence 2, must be completed by no later than March 1, 2024.

As previously stated, this Second Agreement would allow the City to provide final utility connections once all of the Sequence 1 improvements have been accepted or provisionally accepted by the City pending minor defect repairs. Staff has reviewed a District prepared traffic study for the interim condition of the Sequence 1 improvements, as well as numerous other exhibits clarifying the extent of off-site improvement construction to be completed prior to the school opening. Should all of the Sequence 1 off-site improvements be completed, City staff agrees in concept with the District's position that Del Sol High School will be safe to open. This Second Amendment clearly defines what work must be completed so that as the school opening date approaches, there is a clear understanding by the District as to what improvements the District must complete, thereby eliminating any last minute negotiations or compromises which could affect student, staff, and community safety. This Second Amendment clearly states that if the Sequence 1 off-site improvements are not completed and either fully or provisionally accepted by the City, the City will not provide final utility connections and the District will not occupy Del Sol High School as planned in August 2023.

Attachments 4, 5, and 6 provide additional background information regarding the progression and timing of the discussions between the District and City, as well letters from the City Manager and Mayor regarding the City's support of the opening of Del Sol High School, while noting the need for prioritizing the safety of students, teachers, and general public as they relate to the completion of the off-site improvements required to be constructed by the District.

ENVIRONMENTAL REVIEW

The District is the "Lead Agency" for the Del Sol High School Project, which means it is "the public agency which has the principal responsibility for carrying out or approving a project which may have a significant effect upon the environment" (Public Resources Code (PRC) § 21067.), and the City of Oxnard is a "Responsible Agency" which means "a public agency, other than the Lead Agency, which has responsibility for carrying out or approving a project" (PRC § 21069). The potential environmental impacts associated with the Del Sol High School Project and public improvements were analyzed under the Del Sol High School Project EIR (New High School No. 8 Project (Clearinghouse # 2019029101)), with the District as the Lead Agency. As such, the Second Amendment to the Off-Site Improvement Agreement will not create any new significant impacts or substantially alter or increase the severity of any of the significant impacts identified in the EIR. Therefore, staff recommends the City Council find that the Second Amendment to the Off-site Improvement Agreement is consistent with the analysis and mitigations approved for the EIR and no further environmental documentation is required.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The District has paid all applicable plan check and utility connection fees for this project.

COMMITTEE OUTCOME

This item did not originate in committee.

Prepared by: Jeff Pengilly, Assistant Community Development Director

ATTACHMENTS

1. Second Amendment to Off-Site Improvement Agreement (4_5_23)
2. Exhibits A, B, C and D depicting the Sequence 1 and Sequence 2 improvements
3. Narrative description of Improvement Sequences

4. Letter from City Manager Alexander Nguyen to Superintendent Dr. Thomas McCoy, 11-17-22
5. Letter from Mayor Zaragoza to Karen Sher, President OUHSD Board of Trustees, 3-9-23
6. Letter from City Manager Alexander Nguyen to Superintendent Dr. Thomas McCoy, 3-29-23
7. Staff Presentation

Agreement No. A-8333

CITY OF OXNARD – OXNARD UNION HIGH SCHOOL DISTRICT
SECOND AMENDMENT TO OFF-SITE IMPROVEMENT AGREEMENT

Del Sol High School

APN: 214-0-020-635

THIS SECOND AMENDMENT (“Second Amendment”) TO THE OFF-SITE IMPROVEMENT AGREEMENT dated May 4, 2021 (“Off-Site Agreement”) is made in Ventura County, California as of April ____, 2023, by and between the CITY OF OXNARD, a municipal corporation of the State of California (the “City”) and the OXNARD UNION HIGH SCHOOL DISTRICT, a public school district organized and existing pursuant to the California Education Code (“District”), on the above-referenced date for HS Site (as defined in the Off-Site Agreement). The District and City may be referred to herein collectively as “Parties” or “parties,” or individually as “Party” or “party.”

The Parties hereby agree as follows:

1. Section 8 of the Agreement is hereby amended to read as follows:

“8. Time for Completion.

A. The District shall complete the Sequence #1 Improvements (as defined by Exhibit B, which is attached hereto and incorporated herein by this reference) before occupancy of the High School by students; however, construction of the Project, including the High School, may proceed simultaneous with the construction of the Sequence #1 Improvements. The District shall complete the Sequence #2 Improvements (as defined by Exhibit B attached hereto), by no later than March 1, 2024. Final connections to the City water, sewer, and storm drain systems shall be granted by the City upon the City’s acceptance or provisional acceptance of the Sequence #1 Improvements. The Parties agree that the City shall not accept or provisionally accept the Sequence #1 improvements if any portions of the new traffic signal systems for any intersections are not constructed and functioning per the City-approved traffic signal improvement plans. The City’s acceptance or provisionally acceptance of Sequence #1 Improvements does not constitute final acceptance of the public improvements for the purposes of releasing the security or starting the warranty period. The Parties agree that the City is not obligated to allow the final connections (further defined below) to the City’s water, sewer, and storm drain systems until the District has completed the construction of the Sequence # 1 Improvements and the City has accepted such improvements or provisionally accepted them subject to minor defect repair. Within 30 days of the District’s written notice to the City of its completion of the Sequence # 1 Improvements, the City shall accept such improvements if in compliance with the Final Conditions and Final Plans or provisionally accept subject to minor defect repair. Any variation in the timing requirements of this section due to construction schedule timing or other unforeseen factors must be approved in

writing by the City Manager or his/her designee. It is the Parties' intention that the District shall complete and the City shall accept or provisionally accept the Sequence #1 Improvements by August 1, 2023, unless otherwise agreed by the Parties in writing. For purposes of clarification, Exhibit B is attached to this Agreement and is incorporated herein by this reference, though nothing therein shall alter or modify the scope of overall Improvements that are required to be completed pursuant to this Agreement.

B. For purposes of this Section 8, the Parties agree that unless "final connections" have been authorized by the City relative to domestic water, sewer, and storm drain systems, a physical break or barrier shall be maintained that prohibits the operation of such systems for normal day-to-day operation to the satisfaction of the City Engineer. The Parties agree, however, that that City representatives may, in their sole discretion, allow the final connections for fire service that feeds the onsite public fire hydrants and the building fire sprinkler systems for fire and life-safety purposes. Temporary connections for the prohibited items for testing purposes are allowed by the City, subject to review and approval in writing by the City Engineer in advance of implementation."

2. Faithful Performance/Labor and Materials Security. Nothing in this Second Amendment shall alter the obligation for the District to continue to furnish, or cause to be furnished, Security, including specifically the Performance and Labor and Materials Bonds as required by the Off-Site Agreement, until such time as all Improvements, including both Sequence #1 and Sequence #2 Improvements, are completed. The Parties acknowledge that the Performance and Labor and Materials Bonds currently on file from the District to the City for this Project satisfy the obligations of this Second Amendment and the Off-Site Agreement, and provide for automatic adjustments, including, but not limited to, the extension of time modifications provided herein.

3. Amendments. The Parties agree that except as expressly modified by this Second Amendment, the provisions of the Off-Site Agreement, as modified by the First Amendment, shall remain in full force and effect. The Capitalized Terms utilized in this Second Amendment shall, if not defined herein, have the same meaning as set forth in the Off-Site Agreement.

4. Entire Agreement. City and the District agree that unless otherwise amended by this Second Amendment, all provisions of the Off-Site Agreement (as previously amended by the First Amendment to the Agreement) shall remain in full force and, and together shall collectively constitute the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

22. Counterparts. This Second Amendment 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 Second Amendment 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 Second Amendment for all purposes.

CITY OF OXNARD

OXNARD UNION
HIGH SCHOOL DISTRICT

Alexander Nguyen
City Manager

Dr. Thomas McCoy
Superintendent

APPROVED AS TO FORM:

APPROVED AS TO FORM:

ATKINSON, ANDELSON, LOYA,
RUUD & ROMO

Stephen M. Fischer, City Attorney

Jeffrey A. Hoskinson
Attorneys for District

APPROVED AS TO INSURANCE:

Risk Manager

EXHIBIT B
IMPROVEMENT TIERS

All conditions of approval for off-site will be substantially completed by August 1, 2023 (“Sequence #1 Improvements”), with the exception of the following “Sequence #2 Improvements”:

1. Rose Ave @ Camino del Sol Intersection
 - a. Crosswalks on north and eastside of intersection not completed until March 1, 2024;
 - b. New construction sidewalk connections on northeast corner not completed until March 1, 2024;
 - c. Westbound Camino del Sol No. 3 Lane/Right Turn Lane asphalt and paving until March 1, 2024;
2. Camino del Sol @ Gibraltar Street Intersection
 - a. Crosswalks on north and west of intersection not completed until March 1, 2024;
 - b. Westbound Camino del Sol No. 3 Lane/Right Turn Lane asphalt and paving not completed until March 1, 2024;
3. Rose Avenue (Cesar Chavez to Jacinto/Camino del Luna) Segment
 - a. Landscaping (eastside between street and Maulhardt property) not completed until December 2023;
4. Rose Avenue (Jacinto/Camino del Luna to Camino del Sol) Segment
 - a. New construction of sidewalk on east side not completed until March 1, 2024;
 - b. Landscaping (eastside between street and High School/Maulhardt property) not completed until March 1, 2024;

5. Camino del Sol (Rose Avenue to Jaguar Way) Segment
 - a. New construction of sidewalk on northside of Camino del Sol not completed until March 1, 2024;
 - b. Westbound Lane No. 3 and right-hand turn lanes not completed until after SCE work on March 1, 2024;
6. Undergrounding of Southern California Edison Utilities
 - a. Undergrounding of utilities and removal of existing poles not completed until January 20, 2024.

Access and Egress for Student Connectivity to and from Campus

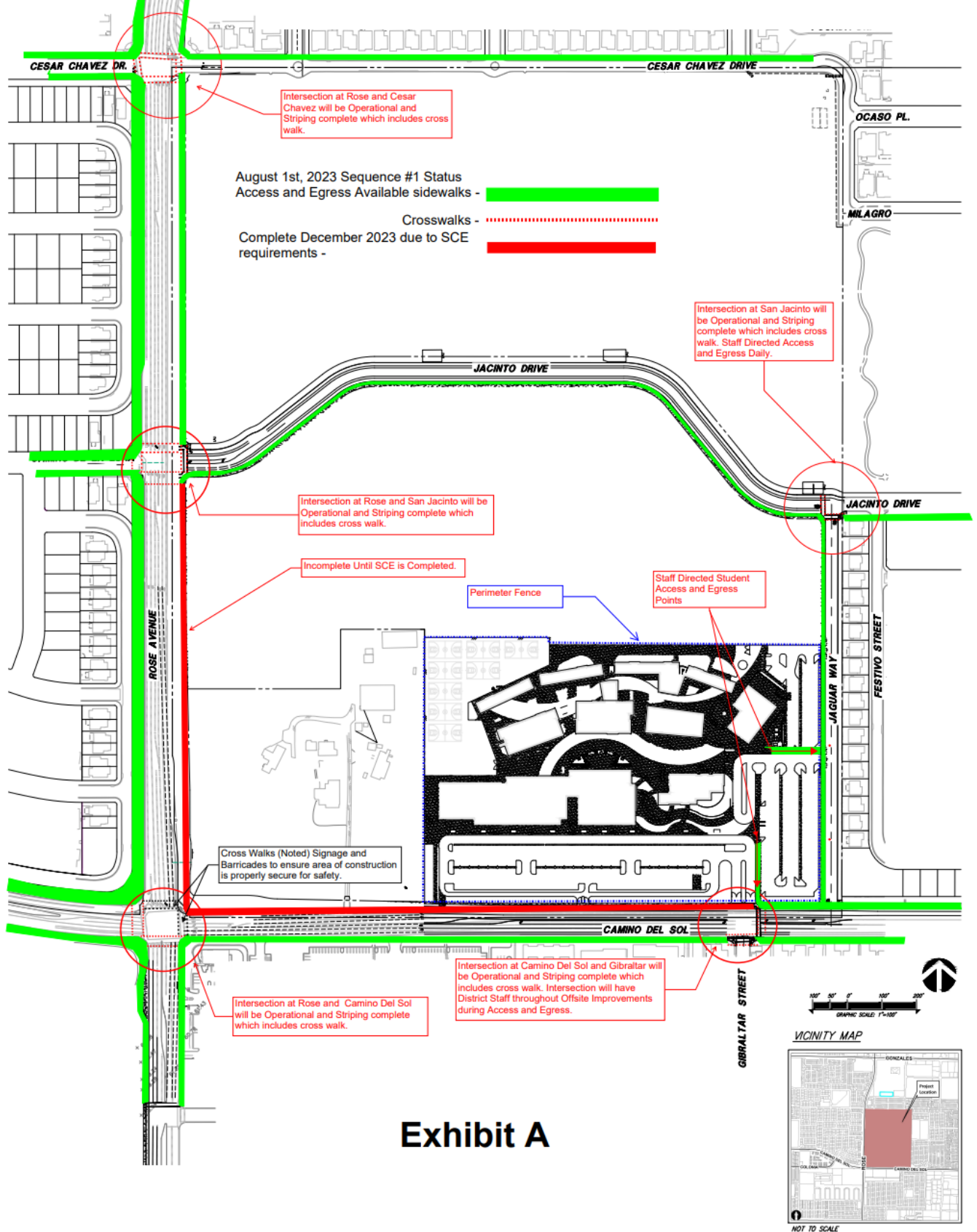


Exhibit A

REVISION	DATE	SUBMITTER/OWNER
		GONARD UNION HIGH SCHOOL DISTRICT 1850 SOLAR BL GONARD, CA 94520
ENGINEER & LAND PLANNER		
		1870 DONALD STREET VENTURA, CALIF. 93003 PHONE 805/654-8877 FAX 805/654-8879
NORTHEAST COMMUNITY SPECIFIC PLAN DEL SOL HIGH SCHOOL INCREMENTAL PLAN PHASE 1		
CITY OF GONARD COUNTY OF VENTURA STATE OF CALIFORNIA		
SCALE: 1"=100' JLN: PAR 15000 DATE: MAY 15, 2023 DWS: BASED ON OFF-SPITE IMPROVEMENTS - SEE IMPROVEMENT PLAN, 2023		
		SHEET 1

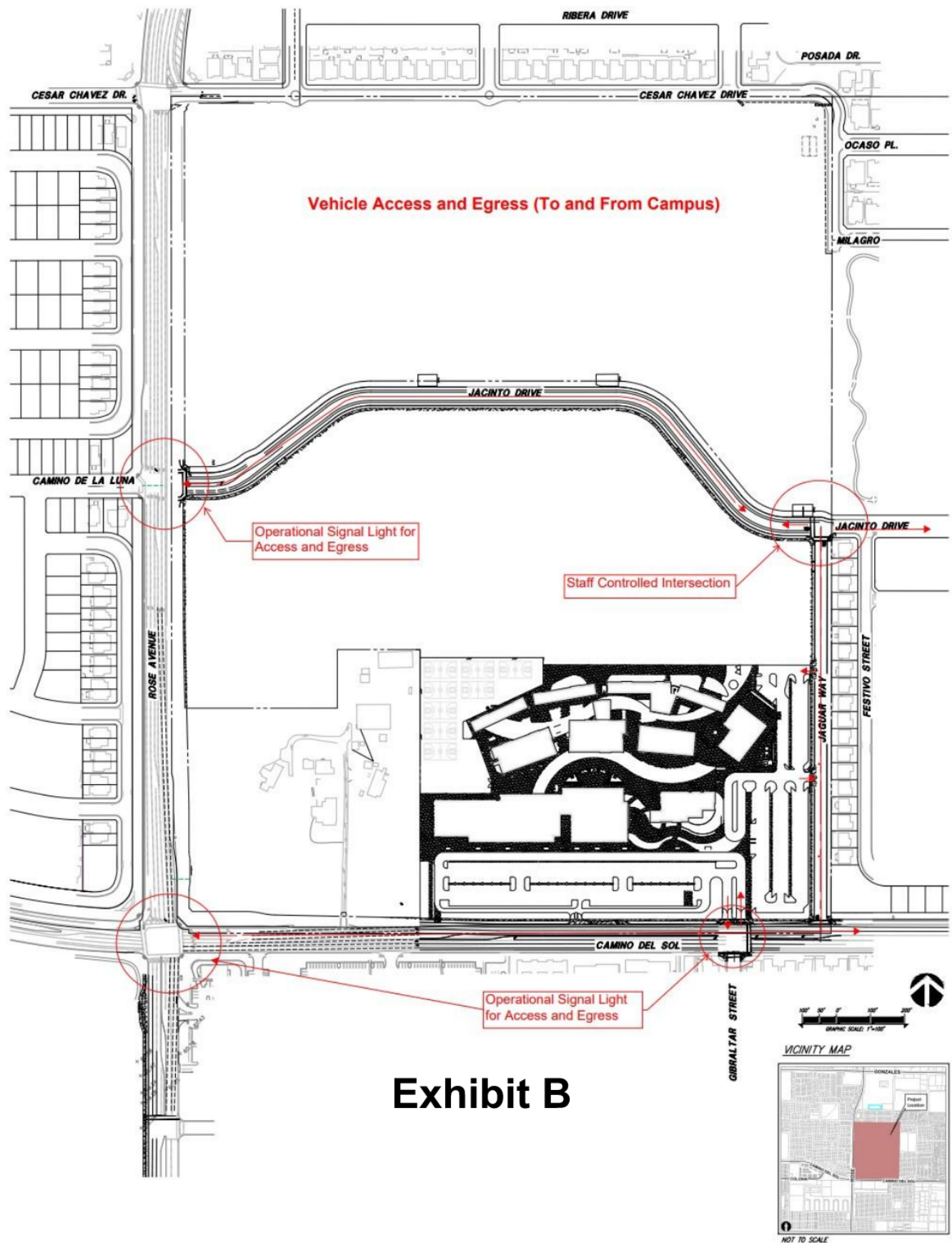


Exhibit B

REVISION	DATE	SUBMITTER/OWNER
		SAN JOSE UNION HIGH SCHOOL DISTRICT 1850 SOLAR DR. SAN JOSE, CA 95128
DESIGNED & LAND PLANNER	DATE	SCALE
	1878 DOWLING STREET SANTA CLARA, CA 95050 PHONE 408/954-8877 FAX 408/954-8879	1"=100'
NORTHEAST COMMUNITY SPECIFIC PLAN DEL SOL HIGH SCHOOL INCREMENTAL PLAN PHASE 1		
CITY OF SAN JOSE COUNTY OF SANTA CLARA STATE OF CALIFORNIA		
SHEET 1		DATE: May 15, 2023
DRAWN BY: [Name]		SCALE: 1"=100'
CHECKED BY: [Name]		DATE: May 15, 2023
APPROVED BY: [Name]		DATE: May 15, 2023

Progression of Asphalt and Striping

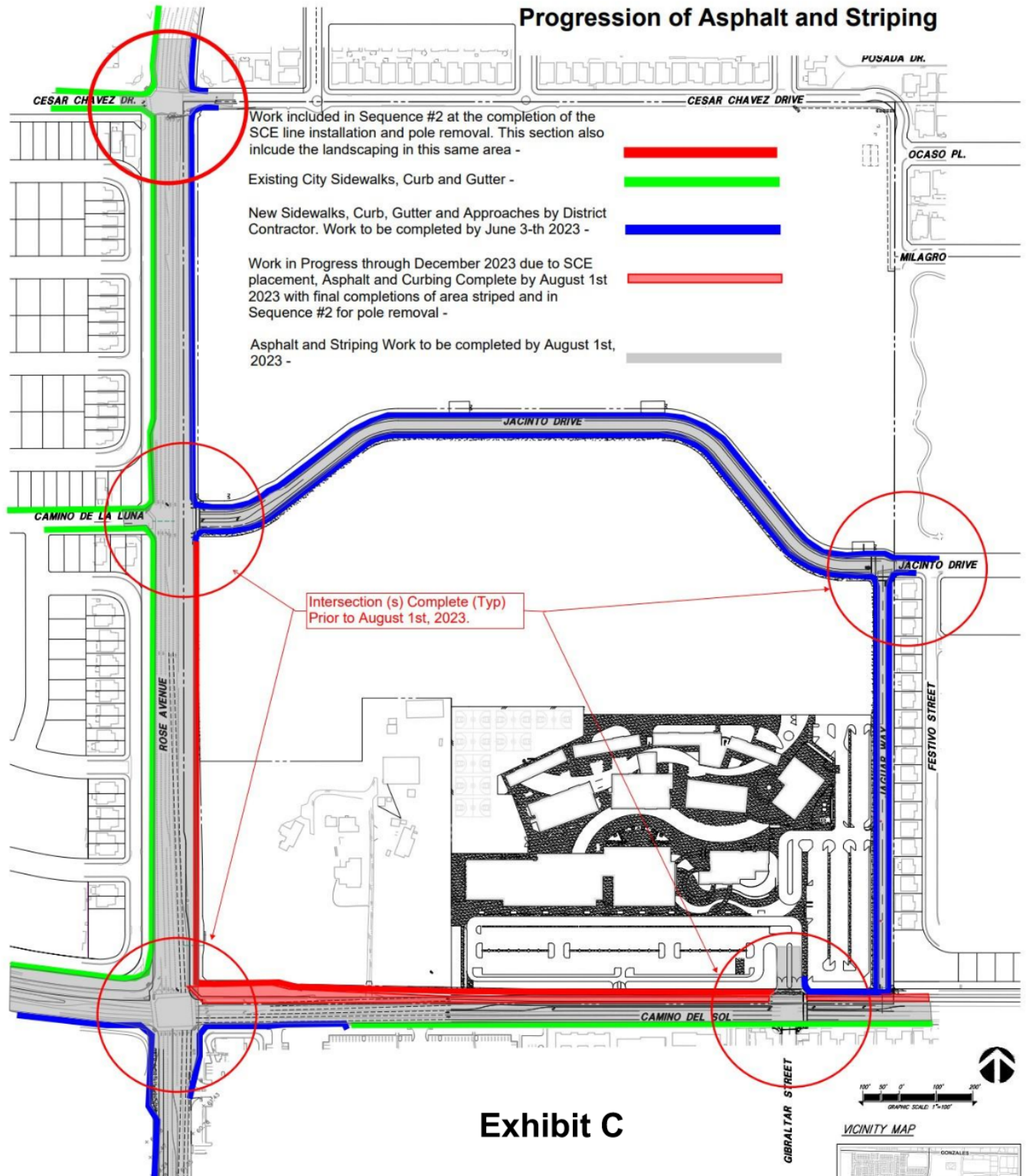


Exhibit C

Outstanding Work to be Completed After August 1st, 2023

Cesar Chavez Dr.

Jacinto Drive

Camino De La Luna

Rose Avenue

Camino Del Sol

Gibraltar Street

Festivo Street

Jaguar Way

Milagro

Ocaso Pl.

Posada Dr.

Existing Power Poles to be (Removal)

landscaping

Sidewalk and Landscaping

(RED) Work that will not be complete prior to August 1st, 2023 due to Southern California Edison Ongoing Utility Upgrade and Existing Pole Removal -

Concrete Barricade for Construction Zone (Cal Trans/City Approved Traffic Plan) -

Lane 3 of Camino Del Sol (Closed Through March 2024. SCE Power Pole Removal Schedule for January 20th, 2024. Then Paving and Striping Completion.

VICINITY MAP

NOT TO SCALE

Exhibit D

Exhibit D

REVISION	DATE	DRAWN BY: OWNER OWNER: UNION HIGH SCHOOL DISTRICT 1850 SOLAR DR DUNHILL, CA 95020	NORTHEAST COMMUNITY SPECIFIC PLAN DEL SOL HIGH SCHOOL INCREMENTAL PLAN PHASE 1		SHEET 1
		ENGINEER & LAND PLANNER  1875 DODDSON STREET VENTURA, CALIF. 93003 PHONE 805/664-0977 FAX 805/664-0978	CITY OF DUNHILL COUNTY OF MENDOTA STATE OF CALIFORNIA	SCALE: 1"=100' DATE: Mar 15, 2023 DRAWN BY: JESSICA HARRINGTON CHECKED BY: JESSICA HARRINGTON	

ATTACHMENT 3

IMPROVEMENT TIERS

All conditions of approval for off-site will be substantially completed by August 1, 2023 (“Sequence #1 Improvements”), with the exception of the following “Sequence #2 Improvements”:

1. Rose Ave @ Camino del Sol Intersection
 - a. Crosswalks on north and eastside of intersection not completed until March 1, 2024;
 - b. New construction sidewalk connections on northeast corner not completed until March 1, 2024;
 - c. Westbound Camino del Sol No. 3 Lane/Right Turn Lane asphalt and paving until March 1, 2024;
2. Camino del Sol @ Gibraltar Street Intersection
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5. Camino del Sol (Rose Avenue to Jaguar Way) Segment
 - a. New construction of sidewalk on northside of Camino del Sol not completed until March 1, 2024;
 - b. Westbound Lane No. 3 and right-hand turn lanes not completed until after SCE work on March 1, 2024;
6. Undergrounding of Southern California Edison Utilities
 - a. Undergrounding of utilities and removal of existing poles not completed until January 20, 2024.

Alexander Nguyen
City Manager



Office of the City Manager

300 West Third Street
Oxnard, CA 93030
(805) 385-7430
Fax (805) 385-7595
www.oxnard.org

November 17, 2022

Dr. Tom McCoy
Superintendent
Oxnard Union High School District
1800 Solar Drive
Oxnard, CA 93030

Re: Oxnard Union High School District off-site improvements for the Del Sol High School

Dr. McCoy:

I was dismayed to receive your email dated November 10, 2022 in which you continue to claim that the City (through its Plan Check process) is somehow responsible for the almost \$6,000,000 increase in the cost of the Oxnard Union High School District's (OUHSD) off-site improvements (from \$18,100,000 in the original agreement to \$24,000,000) for the Del Sol High School. You then indicate that "[o]ur goal is to work together to use value engineering and timeline adjustments to decrease costs over time to make this project more affordable and to avoid removing components of the project designed to serve students and citizens through the civic center act."

The City strongly disagrees with a number of statements in your email, including that the City is responsible for substantial increases in construction costs for the off-site improvements necessary for the development of the Del Sol High School. The City also strongly disagrees with statements made to your board at its October 12, 2022 meeting that the City was responsible for \$5,000,000 in additional construction costs for the off-site improvements.

Cost of Off-Site Improvements

First, the City was in no way involved with the District's bidding for the off-site improvements required by the City's approval under PZ 20-999-01 and the Agreement (as amended), determining the specific scope of work the District included in the bid packet for off-site improvements, or selecting the contractor who provided a \$18,100,000 bid and determining if such bid was responsive. It is also unclear if the District sent out a bid packet *before* the final plans and conditions had been finalized for the off-site improvements or if the District's costs

have increased given the substantial inflationary pressures caused by supply-chain issues and substantial inflation in the cost of construction. What is clear, however, is that the District management has been fully aware for seven months or longer that the actual estimated cost of the off-site improvements is \$24,510,000 – not \$18,100,000.

As background and to clarify for the record, the original Off-Site Improvement Agreement between the District and the City (approved by the City Council on May 4, 2021) (hereafter, the “Agreement”) did NOT include an estimated cost of the off-site improvements. In the interest of working with the District to help expedite the construction of the Del Sol High School, the City allowed the Agreement to move forward *before* the final estimate of the costs had been calculated. In particular, the cost of each of the categories of improvements listed in Exhibit A to the Agreement (streets, removals and adjustments, wastewater facilities, water facilities, storm drain facilities, and monuments and related facilities) indicates that the estimated cost is “\$TBD*”, with the asterisk at the bottom of Exhibit A indicating: “*NOTE: Amounts to be determined by the Parties in conjunction with the approval of the Final Plans and Final Conditions.”

Almost a year later, the District and the City entered into a First Amendment to the Agreement dated April 22, 2022 that you signed (on behalf of the District) and which was approved as to form by your outside counsel. The First Amendment to the Agreement includes specific estimated costs for streets, removals and adjustments, wastewater facilities, water facilities, storm drain facilities, and monuments and related facilities. The total estimated cost for the improvements is listed as \$24,510,000.

In addition, in conjunction with the execution of the First Amendment to the Agreement, the District posted a Faithful Performance Bond in the amount of \$24,510,000 that was signed by you on behalf of the District with your signature notarized on April 21, 2022. You also signed a Labor and Materials Bond (on behalf of the District) in the amount of \$12,255,000. Based upon the First Amendment to the Agreement and the posted bonds, the District has been fully aware of the cost of the off-site improvements for a number of months.

Responsibility for Off-Site Improvements

Second, the District is fully responsible for the cost of these off-site improvements. When the District elected to acquire undeveloped farmland located within the City’s corporate boundaries, the District stepped into the shoes of the master developer and was required to construct all of the necessary off-site improvements required by the development of the entire 107-acre Maulhardt property. (The District acquired about 51.8 acres of this property.) As you indicated in your comments at the Oxnard Union High School District Board Meeting October 12, 2022,

the District will receive “55% of our investment in the city’s off-sites back into the project” when the Maulhardts develop the northern portion of the property.

As with other projects with master developers, as the District is in this case, the City requires that the master developer construct off-site improvements before developments can be occupied. The City has always been clear, as is the Agreement, that the school would not open until the off-sites were constructed. You personally worked on this Agreement with the City to get staff to a comfort level that the District would not try to “get out of” the off-site improvements and the school would not open until off-sites were constructed - yet here we are disputing the very thing the Agreement was set up to protect. The District cannot now seek to avoid its obligation to construct some of these off-site improvements through “value engineering”. The District needs to construct the off-site improvements that are contractually required by the Agreement (as amended).

I also note that at an October 13, 2022 meeting between the District and the City, City staff asked your outside counsel to clarify that “value engineering” did not include a change in the scope of work for the off-site improvements. He concurred and indicated that value engineering was on the District’s end with their contractor, subcontractors, vendors, etc. We sent a follow-up email on November 7th to confirm our understanding that the scope of the off-sites would not be reduced.

The District’s obligations to construct these off-site improvements become clearer based upon the separate agreement entered into between the District and the Maulhardt entities regarding the District receiving partial reimbursement for the development of the off-site improvements once the remainder of the Maulhardt property is developed for commercial and residential uses. The District is clearly responsible for the construction of these off-site improvements and contractually agreed to do so (with future reimbursement from the Maulhardts - as also indicated in your comments to the Board on October 12th). While the City is aware that the District is not pleased with the slow development of the remainder of the Maulhardt property, the City is not obligated to assume the cost of the off-site improvements because the Maulhardt parties have not developed the remaining portion of the property.

Timing of Off-Site Improvements

Third, the Agreement is clear that the school would not be allowed to open until all of the off-site improvements were constructed.

In recent meetings between the City and the District, the City has indicated that it would be willing to consider making further concessions on the timing of certain off-site improvements if (1) the District provided the necessary traffic study demonstrating that the off-site improvements

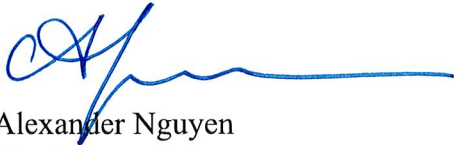
November 17, 2022

Page 4

were not needed for the early phases of development of the high school; and (2) the District entered into a Second Amendment to the Agreement (with the consent of the surety) agreeing to a specific phasing of the off-site improvements. To date, the District has not submitted the traffic study in the form requested by the City. At our August 31st meeting, your team committed to provide us specific documentation to support the District's request to phase certain off-site improvements, but to date that documentation has not been provided. Further, now the conversation has moved away from simply phasing, to blaming the City for the costs of the off-site improvements. The ball is in the District's court on this issue.

In closing, the City is very disappointed that the District is attempting to place the blame for the increased costs of the Del Sol High School project on the City of Oxnard. While the City has – and will – continue to work with the District on this matter, the City cannot and will not assume the District's obligations.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Alexander Nguyen', with a long horizontal flourish extending to the right.

Alexander Nguyen
City Manager

John C. Zaragoza
Mayor



Office of the Mayor

300 West Third Street
Oxnard, CA 93030
(805) 385-7435
Fax (805) 385-7595
www.oxnard.org

March 9, 2023

BY EMAIL AND FIRST-CLASS MAIL
karen.sher@oxnardunion.org

Karen Sher
President, Board of Trustees
Oxnard Union High School District
1800 Solar Drive
Oxnard, California 93030

Re: Opening of the Del Sol High School

Dear Trustee Sher:

First, I want to express to you that I am excited about the new Del Sol High School. I concur with the sentiments in the Ventura County Star editorial of March 3, 2023, which indicated that the new Del Sol High School will be a benefit to the students through “a new campus, less crowded hallways [and] new opportunities”. Once completed and open, this new high school will be a positive influence for the City of Oxnard and Ventura County as a whole.

While the City Council and I fully support the opening of the Del Sol High School and the important educational opportunities that this new school will provide, it is equally important that – before the school opens – the Oxnard Union High School District (the “District”) install onsite and off-site improvements necessary for the safety of the students who will attend this school and the teachers who will teach there, the safety of those individuals who will assist in transporting students to this new school location, and the safety of members of the public who live or work near the new school site and who would be affected by the construction and operation of the new high school on land that was previously used as farmland.

As background, the District went through an approval process (PZ 20-999-01) in which the District is required to install a series of infrastructure improvements prior to occupancy of the new school facility. These improvements consist of public streets, storm drains, and water and sewer improvements. The District formally agreed to these improvements pursuant to the terms

of the Off-Site Improvement Agreement entered into between the City and the District in 2021 (the “Agreement”). Section 8(A) of the agreement provides:

“The District shall complete the Improvements before occupancy of the High School by students; however, construction of the Project, including the High School, may proceed simultaneous with the construction of the Improvements. Final connection to the City water, sewer, and storm drain systems shall be granted by the City upon the City’s acceptance of the Improvements. The parties agree that the City is not obligated to allow the final connections to the City’s water, sewer and storm drain systems until the District has completed the construction of the Improvements and the City has accepted such Improvements.”

In April 2022, the City and the District entered into the First Amendment to the Agreement in which the District agreed that the estimated cost of the infrastructure improvements would be \$24,510,000, with the District posting a faithful performance bond in that amount.

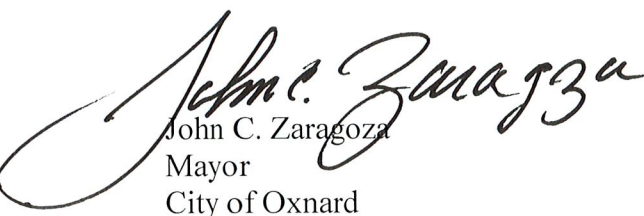
After the City and the District entered into the First Amendment to the Agreement, there were substantial disagreements between the District administration and the City administration regarding the cost, scope and timing of the improvements contemplated by the Agreement. Many of these issues were summarized in City Manager Alex Nguyen’s letter to Superintendent Tom McCoy dated November 17, 2022, a copy of which is attached to this letter.

Since Mr. Nguyen’s November 17, 2022 letter, the District has substantially lagged in its completion of the improvements that it is required to construct prior to the opening of the Del Sol High School. While the City has expressed a willingness to allow some of the off-site improvements to be constructed *after* the opening of the Del Sol High School (subject to the parties entering into an acceptable Second Amendment to the Agreement), there are specific improvements that must be constructed *before* the Del Sol High School opens in order to help ensure the safety of the students and teachers at the school, the individuals who will be transporting students to the school, and members of the public who live or work near the school site who would be affected by the operation of the high school.

At this time, it is unclear if these specific and necessary improvements will be completed prior to the scheduled start of the fall 2023 school year at Del Sol High School. If these improvements are not completed, then it will be necessary for the opening of the Del Sol High School to be delayed until these important safety issues can be addressed.

In closing, the City is committed to continue working with the District to help address these issues. In the end, however, the safety of the students, teachers and members of the public must take precedent.

Very truly yours,


John C. Zaragoza
Mayor
City of Oxnard

Alexander Nguyen
City Manager



Office of the City Manager

300 West Third Street
Oxnard, CA 93030
(805) 385-7430
Fax (805) 385-7595
www.oxnard.org

BY EMAIL AND FIRST-CLASS MAIL
thomas.mccoy@oxnardunion.org

March 29, 2023

Dr. Tom McCoy
Superintendent
Oxnard Union High School District
1800 Solar Drive
Oxnard, California 93030

Re: Required Steps Before the Opening of Del Sol High School

Dear Dr. McCoy:

This letter outlines the following items relating to Del Sol High School:

1. The District's request to postpone various off-site improvements that were approved in May 2021 and April 2022 by The Board of Trustees and Oxnard City Council to allow for the the opening of Del Sol High School on August 16, 2023;
2. The off-site improvements that must be completed prior to the opening of Del Sol High School, including the City authorizing the final connections of Del Sol High School to City water, sewer and storm drain systems;
3. The status of the construction of the off-site improvements by the Oxnard Union High School District ("District") relating to the development of Del Sol High School;
4. Why specific off-site improvements must be installed before the opening of the Del Sol High School; and
5. What would occur if the specific off-site improvements are not completed in a timely manner.

As background, the City and the District entered into an Off-Site Improvement Agreement, which was approved by the City Council on May 4, 2021 (hereafter, the “Agreement”). The Agreement outlined the District’s specific obligations prior to the opening of Del Sol High School. Under Section 8 of the Agreement, the District is required to complete construction of the improvements *before* the District can make the final connections to the City’s water, sewer and storm drain systems for Del Sol High School.¹ The high school cannot open if such connections do not occur.

On April 22, 2022, the City and the District entered into the First Amendment to the Agreement, which referenced the Detailed Improvement Plan No. 21-12A, as well as the estimated cost of improvements in the amount of \$24,510,000 for infrastructure items including streets, waste water facilities and storm drain facilities. In connection with the First Amendment to the Agreement, the District posted a faithful performance bond in the amount of \$24,510,000 as surety for the construction of the public improvements referenced in the Agreement.

Subsequent to the City and the District entering into the First Amendment to the Agreement, the District sought to use value engineering to reduce the cost of the project and make adjustments to the project schedule. Although the approved Agreement is clear that the school cannot open until all of the off-site improvements are constructed, in my letter to you dated November 17, 2022, I stated that the City would consider concessions in the *timing* of the installation of the off-site improvements if: (1) the District provided the necessary traffic study demonstrating that the off-site improvements were not needed for the early phases of development of the high school; and (2) the City and the District enter into a Second Amendment to the Agreement regarding the specific phasing of the off-site improvements.

As of the date of this letter, the City and the District staff are still negotiating the terms of a Second Amendment to the Agreement that would allow the phasing of the off-site

¹ Section 8 of the Agreement provides as follows:

“The District shall complete the Improvements before occupancy of the High School by students; however, construction of the Project, including the High School, may proceed simultaneous with the construction of the Improvements. Final connection to the City water, sewer, and storm drain systems shall be granted by the City upon the City’s acceptance of the Improvements. The parties agree that the City is not obligated to allow the final connections to the City’s water, sewer and storm drain systems until the District has completed the construction of the Improvements and the City has accepted such Improvements.”

improvements required by the Agreement. The City and the District, however, appear to be close in reaching a final agreement regarding “Sequence #1 Improvements” (i.e., phase 1, must be completed before the school opens) and “Sequence #2 Improvements” (must be completed by March 1, 2024) needed for the parties to enter into the Second Amendment to the Agreement.²

Even if (as appears likely) the City and the District are able to reach agreement on the Second Amendment to Agreement, there are still substantial hurdles for the District to complete the remaining construction items for the Del Sol High School opening planned for August 16, 2023. As of the date of this letter, City staff estimates that no more than two to four percent (2% to 4%) of the offsite traffic and pedestrian improvements required by the Agreement have been completed. These include some of the major intersections surrounding the new high school site -- including Rose Avenue and Camino del la Luna/Jacinto Drive, Camino del Sol and Gibraltar Street, and Camino del Sol and Jaguar Way -- and key sidewalks and crosswalks needed for the safe path of travel to the new high school. These specific improvements will be included as part of Sequence #1 Improvements³ and would thus have to be substantially completed and accepted or provisionally accepted by the City prior to the opening of Del Sol High School.

As approved in May 2021 and amended in April 2022 pursuant to the First Amendment to the Agreement, the off-site improvements were always required for the school to open. Despite this, in an effort to be a good partner, the City staff will recommend City Council approval of a phased approach of the off-site improvements to help you meet your deadline. If the District is unable to timely complete these improvements, the District will not be able to connect to City water, sewer and storm drains and thus will not be able to open Del Sol High School for classes on August 16, 2023. As stated in the Mayor’s letter to Karen Sher, President of the Board of Trustees, the failure of the District to timely complete the Sequence #1 Improvements before the opening of the new school would expose students, teachers, and the general public to unsafe conditions.

As an example, if one or more of the major intersections, sidewalks and/or crosswalks outlined above were *not* timely completed, it could be impossible for a student living in the Colonia, Rose Park or West Village neighborhoods to walk to Del Sol High School without crossing a major street at an unsignalized intersection or without walking along a

² If the City and the District agree on the terms of the Second Amendment to the Agreement, the Second Amendment would be considered by the City Council on April 18, 2023 and by the Board of Trustees on April 19, 2023.

³ This will be a necessary deal point for any Second Amendment to the Agreement between the City and the District.

Dr. Tom McCoy

Re: Required Steps Before the Opening of Del Sol High School

Page 4

portion of a major street that does not have sidewalks. It could also make it difficult for parents to safely drive, drop off or pick up students, and would adversely impact traffic flows for major roadways surrounding the high school.

To reiterate, the installation of key improvements as identified in Sequence #1 Improvements is necessary for the safety of the students of Del Sol High School, its teachers and general public and therefore cannot be deferred to a later time relative to student occupancy. If these improvements are not completed, then it will be necessary for the opening of Del Sol High School to be delayed until these important safety improvements can be installed.

In closing, the City is committed to continue working with the District to help address the issues outlined in this letter. In the end, however, the safety of the students, teachers and general public must remain our first priority.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Alexander Nguyen', with a long horizontal flourish extending to the right.

Alexander Nguyen
City Manager

cc: Honorable Mayor and Members of the Oxnard City Council
Honorable President and Board Members of the Oxnard Union High School District
Board of Trustees

Second Amendment to the Off-Site Improvement Agreement between The City of Oxnard and The Oxnard Union High School District for Public Improvements associated with the Construction of Del Sol High School

Maureen Tamuri AIA, AICP, Interim Community Development Director
Jeff Pengilley, P.E., Assistant Director
Tai Chau, P.E., Supervising Civil Engineer

Community Development Department

City Council
April 18, 2023

The original agreement was developed by the City and District, for the benefit of both parties, to clearly identify the Del Sol High School's improvement requirements and timing of the construction of those improvements. Under the current Agreement, all off-site improvements (streets, sidewalks, traffic signals, bike lanes, utilities) are required to be completed before Del Sol High School opens. Final utility connections will not be granted by the City until all off-site improvements are completed as per the current Agreement.

The City Council:

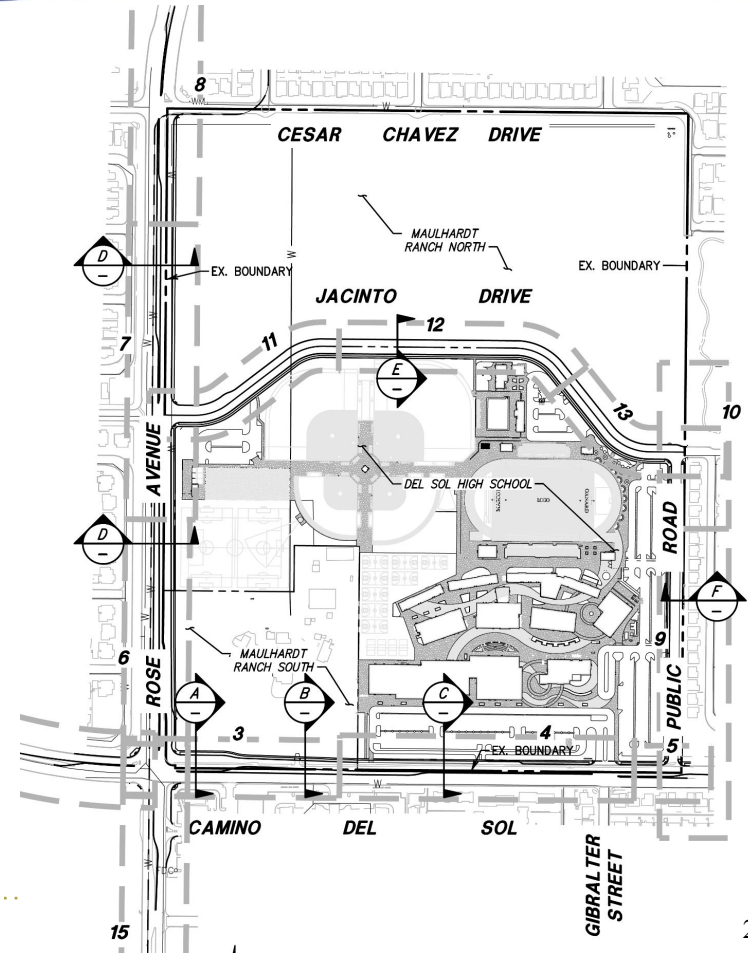
- Has authority over the project components associated with City infrastructure.

State of California:

- Has authority over the high school design and construction.

The Oxnard Union High School District is currently constructing Del Sol High School on a 52.52 acre site at the northeast corner of Rose Avenue and Camino Del Sol. The anticipated opening date is August 16, 2023.

- Approximately 280,000 square feet of buildings and associated facilities, such as play fields and pool.
- Public improvements to adjacent roadways and utilities have been permitted and bonded for (\$24.510 M)



The Second Amendment does not reduce the scope of the off-site improvements to be constructed by the District. The District is behind schedule in completing all aspects of the off-site improvements before the school opening. Key aspects of the Second Amendment:

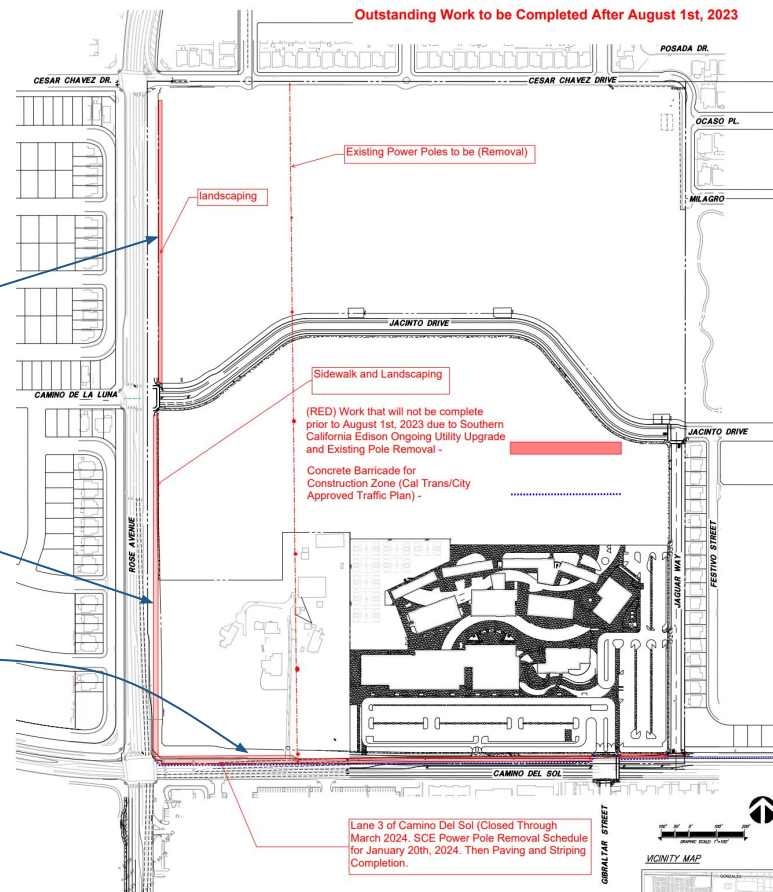
- Allows the off-site improvements to be broken into two phases or sequences: Sequence 1, which must be completed prior to the school's opening to the public on August 16, 2023, and Sequence 2, which must be completed by March 1, 2024. Sequence 1 represents approximately 85% of the off-site improvements the District is required to construct.
- Clarifies that all of the Sequence 1 work must be completed before the school can be occupied.
- Confirms that the City will not provide final utility connections (water, sewer, storm drain) unless the Sequence 1 improvements are completed.

Overview of Sequence 1 vs. Sequence 2

5

Sequence 1 includes all off-site improvement work required to be constructed by the District with the exception of the following items which are a part of Sequence 2 :

- 1. Landscaping improvements on the east side of Rose Avenue, between Jacinto Drive and Cesar Chavez Drive.**
- 2. Sidewalk and landscaping improvements on the east side of Rose Avenue, between Jacinto Drive and Camino Del Sol.**
- 3. Sidewalk, landscaping, paving & striping of the #3 lane, and utility undergrounding improvements on the north side of Camino Del Sol.**

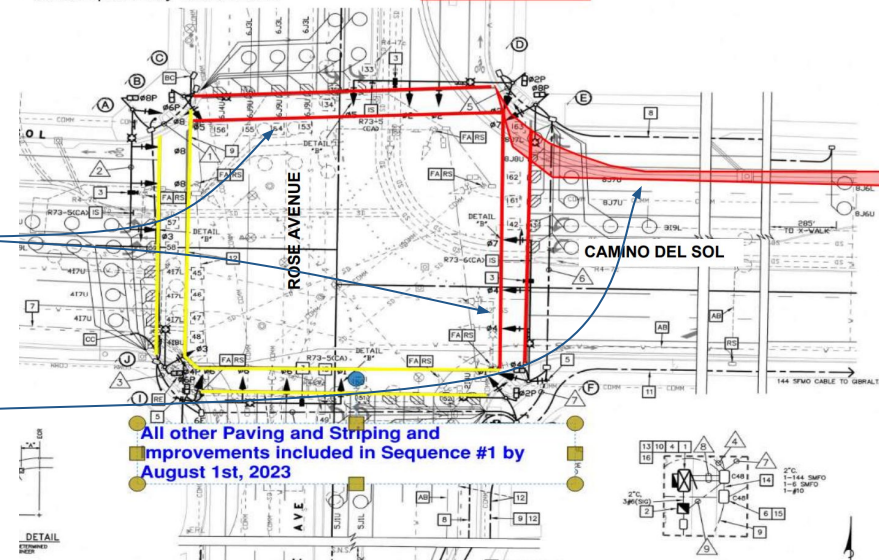


Overview of Sequence 1 vs. Sequence 2

6

4. Crosswalks at the north and east sides of the Camino Del Sol and Rose Avenue intersection.
5. Lane #3 (right turn lane) final paving and striping at westbound Camino Del Sol at Rose Avenue.

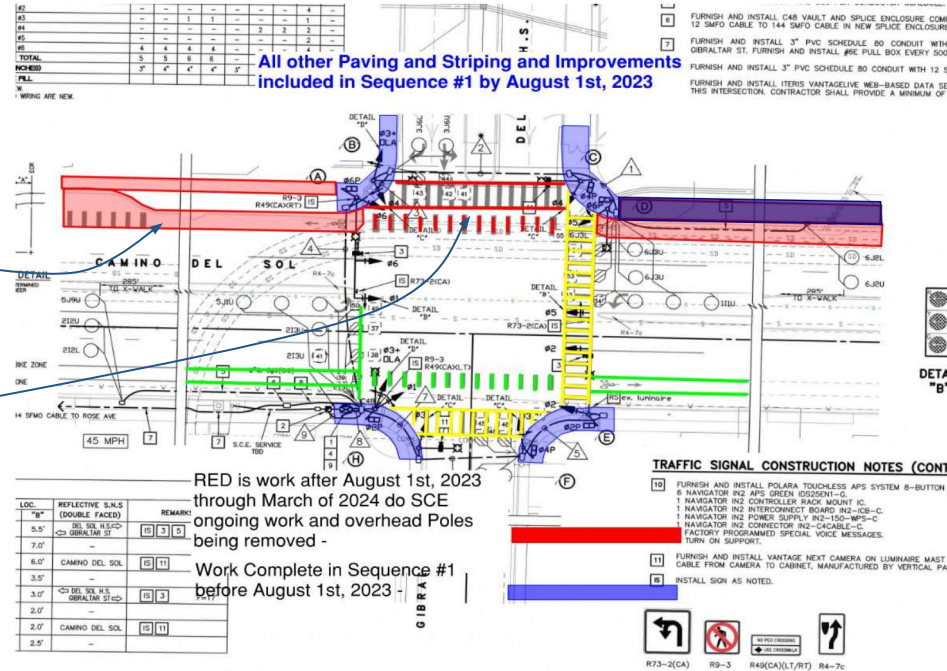
RED is work after August 1st, 2023 do to SCE overhead work and pole removal. To be completed by March 2024 -



Overview of Sequence 1 vs. Sequence 2

7

6. Sidewalk and lane #3 paving at the north side of Camino Del Sol.
7. The crosswalk at the north side of the intersection of Camino Del Sol and Gibraltar Street.



Student connectivity & access at school opening

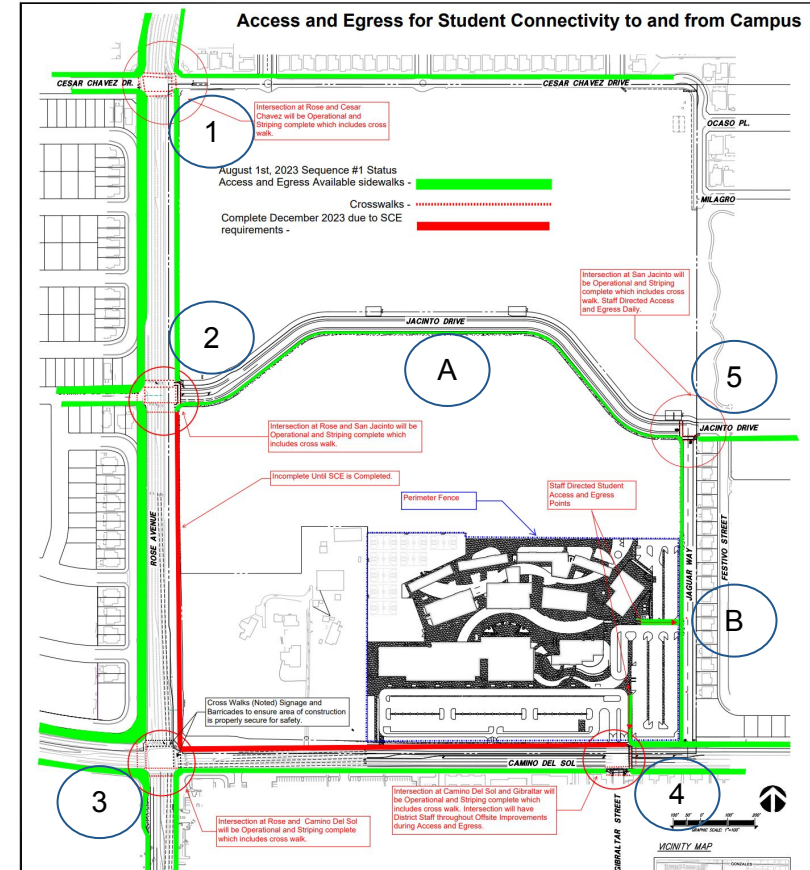
8

All major intersections will be upgraded and operational prior to school opening:

1. Cesar Chavez Drive at Rose Ave.
2. Jacinto/Camino De La Luna/Rose Ave.
3. Rose Ave. at Camino Del Sol (2 of 4 crosswalks will be inactive).
4. Gibraltar Street at Camino Del Sol (1 of 3 crosswalks will be inactive).
5. Jacinto Drive at Jaguar Way (Stop controlled)

New public roadways will be completed and fully operational:

- A. Jacinto Drive
- B. Jaguar Way



- The District is the "Lead Agency" and the City of Oxnard is a "Responsible Agency"
- As the Lead Agency the District prepared and certified the Del Sol High School Project Environmental Impact Report and Mitigations.
- The potential environmental impacts associated with the Del Sol High School Project and off-site improvements were analyzed under the Del Sol High School Project EIR and mitigations are included in the Agreement.
- The Second Amendment to the Off-Site Improvement Agreement will not create any new significant impacts or substantially alter or increase the severity of any of the significant impacts identified in the EIR.

That the City Council:

- a) Finds that the Project is not subject to additional environmental review pursuant to the provisions of the California Environmental Quality Act (CEQA-Public Resources Code, Section 21083 et. seq.) Guidelines Section 15168(c)(4)-(5) and (e); and
- b) Approve the Second Amendment to the Off-Site Improvement Agreement between the City of Oxnard and the Oxnard Union High School District for Public Improvements associated with the Construction of the Del Sol High School.



Discussion



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.6

DATE: April 18, 2023

TO: City Council

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

SUBJECT: Resolution opposing the Taxpayer Protection and Government Accountability Act. (10 minutes)

RECOMMENDATION

That the City Council adopt a Resolution opposing Initiative No. 21-0042A1, known as the Taxpayer Protection and Government Accountability Act, which will appear on the November 5, 2024, ballot.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/hWiM8oPlwbw>

BACKGROUND

The Taxpayer Protection and Government Accountability Act (the "Act"), a statewide initiative measure to amend the State of California (State) Constitution, would limit voter authority and input, adopt new and stricter rules for raising taxes and fees, and may make it more difficult for affected governments to impose fines and penalties for violation of state and local laws. The Act also expands the definition of taxes to include some charges that local governments treat as fees.

In a nutshell, the Act limits the ability of voters and governments to raise revenues for governmental operations that provide services to their communities.

The Act creates several effects on local governments and local voters. The list below is not designed to be exhaustive but rather represents how the Act may directly impact the City:

1. Prohibits local advisory measures – inhibits the voters' ability to decide how to spend tax dollars. No measure may appear on the ballot asking for approval of a general tax that would allow the voters to express a preference for how the revenue should be used;
2. Sets a new standard for fees and charges paid for local and State government property use, commonly referred to as franchise fees. The standard may significantly restrict the amount oil companies, utilities, gas companies, railroads, garbage companies, cable companies, and other corporations pay for the use of local public property;
3. May make it harder for governments to charge fees for services;
4. Requires voter approval to expand existing taxes (e.g., utility user tax, use tax, transient occupancy tax) to new territory (e.g., annexation) or expand the base (e.g., new utility service);
5. New taxes can be imposed only for a specific time period; and
6. Taxes adopted after January 1, 2022, that do not comply with the new rules are void unless reenacted.

The City relies on fees and taxes to provide vital services for the community. The proposed initiative could hinder local governments from raising revenue commensurate with local needs and create detrimental fiscal impacts for the City, potentially causing a reduction in services and negatively impacting the quality of life for residents. Therefore, opposing the Act is in the City's best interest.

The Act is sponsored by the California Business Roundtable (CBR), an association of some of the State's largest corporations, including ExxonMobile, Chevron, Valero, Wells Fargo, and many others. The complete list of the CBR board is attached to this report.

Discussion

Current Fee and Tax Structure in California

In many cases, the most significant local government tax is the property tax, which raises roughly \$75 billion annually throughout the State. Other local taxes include sales, utility, and transient occupancy taxes. In addition to these taxes, local governments like the City levy various fees and additional charges. Examples include user fees, regulatory fees, development impact fees, franchise fees, and business tax certificates. To be considered a fee, the charge cannot exceed the reasonable costs to the local government for providing the associated product or service. The City uses these revenues from fees and taxes to fund a variety of governmental services, like fire and police, public works, and parks.

State law requires increases in local taxes to receive approval from the local governing body, such as a city council or county board of supervisors, and the approval of voters in that local jurisdiction. Most proposed taxes are general taxes requiring a simple majority vote of the electorate. Special taxes (those used for a specific purpose) need a two-thirds vote of the electorate. Local governments can use majority-vote general taxes for any purpose.

Taxpayer Protection and Government Accountability Act

On January 4, 2022, the CBR filed the "Taxpayer Protection and Government Accountability Act" or Initiative No. 21-0042A1, which will drastically change the fee and tax structure throughout the State. The Act will appear on the November 5, 2024, ballot.

The League of California Cities (League) and a broad coalition of local governments, labor and public safety leaders, infrastructure advocates, and businesses strongly oppose the Act.

Local government tax revenue-raising authority is already restricted by state statute and constitutional provisions, including the voter-approved provisions of Proposition 13 of 1978, Proposition 218 of 1996, and Proposition 26 of 2010. The Act expands restrictions on voters by:

1. Making changes to the State Constitution to make it more difficult for local voters to pass measures needed to fund local services and projects by limiting voter input by prohibiting local advisory measures;
2. Eliminates the ability of special tax measures proposed by citizen initiative to be enacted by a simple majority of voters;
3. Requires that tax measures include a specific duration of time the tax will be imposed; and
4. Includes a provision that would retroactively cancel measures that local voters passed -- effectively undermining the rights of voters to decide for themselves what their communities need.

Fees and Taxes

Local governments, such as the City, levy fees and other charges to provide core public services for their communities. The Act's provisions on these fees and other charges are so far-reaching that the ultimate impact on these services is difficult to quantify.

Significant examples of affected fees and charges could include:

- Impact fees that offset adverse results of development and growth;
- Facility use charges, parks and recreation service fees; and
- Franchise fees

Virtually every city, county, and special district in California must regularly adopt increases to fee rates and charges and revise rate schedules to accommodate new users and activities. Most of these would be subject to new standards and

limitations under threat of legal challenge. For some categories of fees, if the City Council wished to impose a new fee or make changes to an existing fee, the Act generally would require that the charge be both reasonable and reflect the "minimum amount necessary" to City operations by providing the service.

In many cases, existing fees already reflect the City's actual costs. If a fee payer challenges the charge, State and local governments will bear the burden of providing clear and convincing evidence that the levy is a fee, which is not subject to a vote by the electorate, and not a tax.

Overall, based on the current volume of fees and charges imposed by local agencies, including adopted increases to accommodate inflation, the League estimates the amount of local government fee revenue at risk is approximately \$2 billion per year, including those adopted since January 1, 2022. Further, the League estimates that over ten years, \$20 billion of local government fees and charge revenues will be at heightened legal peril.

On the issue of locally-approved taxes, hundreds of local tax measures were approved by voters in 2022 that do not comply with the Act's provisions, such as a specific duration of time for the tax (e.g., sunset date). Revenues from these voter-approved measures will cease a year after the Act's effective date, reducing the local public services funded unless the already approved tax is re-submitted for voter approval. Reductions in local government tax revenues can impact core services and infrastructure, including fire and emergency response, public safety, streets, drinking water, sanitation, parks, libraries, affordable housing, and homelessness prevention.

The table below represents some examples of recently passed voter-approved tax measures at the local level that would now be subject to the Act's provisions. Notably, according to the Act, all four of these measures will expire one year after the effective date of the Act unless they are reenacted:

Agency	Measure Name	Type of Tax/Fee	Rate	Estimated Annual Revenue	Sunset
Mendocino County	Measure O	Transactions & Use Tax	$\frac{1}{8}$ cent then $\frac{1}{4}$ cent in 2027	\$4 million	None
L.A. County	Measure C	Business Cannabis Tax	4% gross receipts	\$15 million	None
City of Alameda	Measure F	Transient Occupancy Tax	Increase from 4% to 14%	\$910,000	None
City of Culver City	Measure BL	Business Tax General	various	\$10 million	None

City Impacts

By altering how taxes are brought before voters and restricting changes to fees, the Act would make it challenging for local governments to raise revenue, raising the specter of City services and residents being impacted. Consequently, future local tax and fee revenue could be lower than it would be otherwise.

The following is a non-exhaustive list of examples of potential City-affected fees and charges:

Example No.	Department	Fee Description	Approximate Annual Revenue
-------------	------------	-----------------	----------------------------

1	Community Development (CD)	Code inspection fines	\$87,000
2	CD	Building plan check and inspection	\$1,500,000-\$2,000,000
3	CD	Traffic Impact Fees	\$2,650,000
4	CD	Franchise fees	\$4,000,000
5	Cultural & Community Services (CCS)	Playfield rentals	\$180,000
6	CCS	Facility rentals	\$70,000
7	CCS	Sports and Recreation registration fees	\$66,000
8	Public Works	Park use	\$215,000
9	Public Works	Del Norte - Refuse Tip Fee	\$6,000,000
10	Public Works	Wastewater discharge permits	\$115,000

A League-provided list of general examples of fees and other charges is attached to this report.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

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

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

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

FINANCIAL IMPACT

There is no financial impact to adopting a resolution opposing the Act. Doing so is in the City's best interest, as the passage of the Act may adversely affect the City's ability to generate certain revenue in the future.

State Attorney General Rob Bonta wrote in a summary of the fiscal effect resulting from the Act that local governments should expect "lower annual local revenue, potentially substantially lower, depending on future actions of the State Legislature, local governing bodies, voters, and the courts."

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Adam Smith, Project Manager

ATTACHMENTS

1. Resolution
2. CBR Board Members
3. Act Initiative Language
4. Act Fiscal Analysis
5. Examples of fees and charges
6. Presentation - April 18, 2023

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
OPPOSING INITIATIVE NO. 21-0042A1, THE TAXPAYER AND
GOVERNMENT ACCOUNTABILITY ACT

WHEREAS, an association representing California's wealthiest corporations and developers is spending millions to push a deceptive proposition aimed for the November 2024 statewide ballot; and

WHEREAS, the measure includes undemocratic provisions that would make it more difficult for local voters to pass measures needed to fund local services and infrastructure and would limit voter input by prohibiting local advisory measures where voters provide direction on how they want their local tax dollars spent; and

WHEREAS, the measure creates new constitutional loopholes that allow corporations to pay far less than their fair share for the impacts they have on our communities, including local infrastructure and our environment; and

WHEREAS, the measure may make it much more difficult for state and local regulators to issue fines and levies on corporations that violate laws intended to protect our environment, public health and safety, and our neighborhoods; and

WHEREAS, the measure puts billions of dollars currently dedicated to local services at risk and could force cuts to fire and emergency response, law enforcement, public health, parks, libraries, affordable housing, services to support homeless residents, mental health services, and more.

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

SECTION 1. The City of Oxnard opposes Initiative 21-0042A1.

SECTION 1. The City of Oxnard will join the No on Initiative 21-0042A1 Coalition, a growing coalition of public safety, education, labor, local government, and infrastructure groups throughout the State.

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PASSED AND ADOPTED, this _____ day of _____, 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

Business Roundtable Board

Aera Energy Albertsons Altria (tobacco) Anthem Blue Cross Automobile Club of Southern California Bittle Enterprises (Enterprise Rent-a-car) Blackstone Caruso Management (Rick Caruso) Chevron C.J. Segerstrom & Sons Dart Container DLA Piper (Law Firm) Douglas Emmett Eli Lilly & Company Exxon Farmers Group (Insurance) Fivepoint (Developer) Global Medical Response Solution Grimmway Farms Irvine Company KB Homes	Kilroy Realty LevatoLaw Majestic Realty Marathon Petroleum Corp. McKinsey & Company National CORE PepsiCo PhRMA Sempra State Farm Sutter Health Union Pacific Railroad United Airlines UPS Valero Western National Group Wells Fargo Wellpoint (insurance) Western National Group
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The Taxpayer Protection and Government Accountability Act

[Deleted codified text is denoted in ~~strikeout~~. Added codified text is denoted by *italics and underline.*]

Section 1. Title

This Act shall be known, and may be cited as, the Taxpayer Protection and Government Accountability Act.

Section 2. Findings and Declarations

(a) Californians are overtaxed. We pay the nation's highest state income tax, sales tax, and gasoline tax. According to the U.S. Census Bureau, California's combined state and local tax burden is the highest in the nation. Despite this, and despite two consecutive years of obscene revenue surpluses, state politicians in 2021 alone introduced legislation to raise more than \$234 *billion* in new and higher taxes and fees.

(b) Taxes are only part of the reason for California's rising cost-of-living crisis. Californians pay billions more in hidden "fees" passed through to consumers in the price they pay for products, services, food, fuel, utilities and housing. Since 2010, government revenue from state and local "fees" has more than doubled.

(c) California's high cost of living not only contributes to the state's skyrocketing rates of poverty and homelessness, they are the pushing working families and job-providing businesses out of the state. The most recent Census showed that California's population dropped for the first time in history, costing us a seat in Congress. In the past four years, nearly 300 major corporations relocated to other states, not counting thousands more small businesses that were forced to move, sell or close.

(d) California voters have tried repeatedly, at great expense, to assert control over whether and how taxes and fees are raised. We have enacted a series of measures to make taxes more predictable, to limit what passes as a "fee," to require voter approval, and to guarantee transparency and accountability. These measures include Proposition 13 (1978), Proposition 62 (1986), Proposition 218 (1996), and Proposition 26 (2010).

(e) Contrary to the voters' intent, these measures that were designed to control taxes, spending and accountability, have been weakened and hamstrung by the Legislature, government lawyers, and the courts, making it necessary to pass yet another initiative to close loopholes and reverse hostile court decisions.

Section 3. Statement of Purpose

(a) In enacting this measure, the voters reassert their right to a voice and a vote on new and higher taxes by requiring any new or higher tax to be put before voters for approval. Voters also intend that all fees and other charges are passed or rejected by the voters themselves or a governing body elected by voters and not unelected and unaccountable bureaucrats.

(b) Furthermore, the purpose and intent of the voters in enacting this measure is to increase transparency and accountability over higher taxes and charges by requiring any tax measure placed on the ballot—

either at the state or local level—to clearly state the type and rate of any tax, how long it will be in effect, and the use of the revenue generated by the tax.

(c) Furthermore, the purpose and intent of the voters in enacting this measure is to clarify that any new or increased form of state government revenue, by any name or manner of extraction paid directly or indirectly by Californians, shall be authorized only by a vote of the Legislature and signature of the Governor to ensure that the purposes for such charges are broadly supported and transparently debated.

(d) Furthermore, the purpose and intent of the voters in enacting this measure is also to ensure that taxpayers have the right and ability to effectively balance new or increased taxes and other charges with the rapidly increasing costs Californians are already paying for housing, food, childcare, gasoline, energy, healthcare, education, and other basic costs of living, and to further protect the existing constitutional limit on property taxes and ensure that the revenue from such taxes remains local, without changing or superseding existing constitutional provisions contained in Section 1(c) of Article XIII A.

(e) In enacting this measure, the voters also additionally intend to reverse loopholes in the legislative two-thirds vote and voter approval requirements for government revenue increases created by the courts including, but not limited to, *Cannabis Coalition v. City of Upland*, *Chamber of Commerce v. Air Resources Board*, *Schmeer v. Los Angeles County*, *Johnson v. County of Mendocino*, *Citizens Assn. of Sunset Beach v. Orange County Local Agency Formation Commission*, and *Wilde v. City of Dunsmuir*.

Section 4. Section 3 of Article XIII A of the California Constitution is amended to read:

Sec. 3(a) Every levy, charge, or exaction of any kind imposed by state law is either a tax or an exempt charge.

(b)(1) (a) Any change in state statute law which results in any taxpayer paying a new or higher tax must be imposed by an act passed by not less than two-thirds of all members elected to each of the two houses of the Legislature, and submitted to the electorate and approved by a majority vote, except that no new ad valorem taxes on real property, or sales or transaction taxes on the sales of real property, may be imposed. Each Act shall include:

(A) A specific duration of time that the tax will be imposed and an estimate of the annual amount expected to be derived from the tax.

(B) A specific and legally binding and enforceable limitation on how the revenue from the tax can be spent. If the revenue from the tax can be spent for unrestricted general revenue purposes, then a statement that the tax revenue can be spent for "unrestricted general revenue purposes" shall be included in a separate, stand-alone section. Any proposed change to the use of the revenue from the tax shall be adopted by a separate act that is passed by not less than two-thirds of all members elected to each of the two houses of the Legislature and submitted to the electorate and approved by a majority vote.

(2) The title and summary and ballot label or question required for a measure pursuant to the Elections Code shall, for each measure providing for the imposition of a tax, including a measure proposed by an elector pursuant to Article II, include:

(A) The type and amount or rate of the tax;

(B) The duration of the tax; and

(C) The use of the revenue derived from the tax.

(c) Any change in state law which results in any taxpayer paying a new or higher exempt charge must be imposed by an act passed by each of the two houses of the Legislature. Each act shall specify the type of exempt charge as provided in subdivision (e), and the amount or rate of the exempt charge to be imposed.

(d) ~~(b)~~ As used in this section and in Section 9 of Article II, "tax" means every ~~any~~ levy, charge, or exaction of any kind imposed by the State state law that is not an exempt charge, except the following:

(e) As used in this section, "exempt charge" means only the following:

(1) ~~a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the State of conferring the benefit or granting the privilege to the payor.~~

(1) ~~(2)~~ A reasonable charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable actual costs to the State of providing the service or product to the payor.

(2) ~~(3)~~ A charge imposed for the reasonable regulatory costs to the State incident to issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.

(3) A levy, charge, or exaction collected from local units of government, health care providers or health care service plans that is primarily used by the State of California for the purposes of increasing reimbursement rates or payments under the Medi-Cal program, and the revenues of which are primarily used to finance the non-federal portion of Medi-Cal medical assistance expenditures.

(4) A reasonable charge imposed for entrance to or use of state property, or the purchase, rental, or lease of state property, except charges governed by Section 15 of Article XI.

(5) A fine, or penalty, ~~or other monetary charge~~ including any applicable interest for nonpayment thereof, imposed by the judicial branch of government or the State, as a result of a state administrative enforcement agency pursuant to adjudicatory due process, to punish a violation of law.

(6) A levy, charge, assessment, or exaction collected for the promotion of California tourism pursuant to Chapter 1 (commencing with Section 13995) of Part 4.7 of Division 3 of Title 2 of the Government Code.

(f) ~~(e)~~ Any tax or exempt charge adopted after January 1, ~~2022~~ 2010, but prior to the effective date of this act, that was not adopted in compliance with the requirements of this section is void 12 months after the effective date of this act unless the tax or exempt charge is reenacted by the Legislature and signed into law by the Governor in compliance with the requirements of this section.

(g) ~~(1) (d)~~ The State bears the burden of proving by a preponderance of the clear and convincing evidence that a levy, charge, or other exaction is an exempt charge and not a tax. The State bears the burden of proving by clear and convincing evidence that the amount of the exempt charge is reasonable and that the amount charged does not exceed the actual cost of providing the service or product to the payor. ~~, that the amount is no more than necessary to cover the reasonable costs of the governmental activity and~~

that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity

(2) The retention of revenue by, or the payment to, a non-governmental entity of a levy, charge, or exaction of any kind imposed by state law, shall not be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

(3) The characterization of a levy, charge, or exaction of any kind as being voluntary, or paid in exchange for a benefit, privilege, allowance, authorization, or asset, shall not be a factor in determining whether the levy, charge, or exaction is a tax or an exempt charge.

(4) The use of revenue derived from the levy, charge or exaction shall be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

(h) As used in this section:

(1) "Actual cost" of providing a service or product means: (i) the minimum amount necessary to reimburse the government for the cost of providing the service or product to the payor, and (ii) where the amount charged is not used by the government for any purpose other than reimbursing that cost. In computing "actual cost" the maximum amount that may be imposed is the actual cost less all other sources of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds received to provide such service or product.

(2) "Extend" includes, but is not limited to, doing any of the following with respect to a tax or exempt charge: lengthening its duration, delaying or eliminating its expiration, expanding its application to a new territory or class of payor, or expanding the base to which its rate is applied.

(3) "Impose" means adopt, enact, reenact, create, establish, collect, increase or extend.

(4) "State law" includes, but is not limited to, any state statute, state regulation, state executive order, state resolution, state ruling, state opinion letter, or other legal authority or interpretation adopted, enacted, enforced, issued, or implemented by the legislative or executive branches of state government. "State law" does not include actions taken by the Regents of the University of California, Trustees of the California State University, or the Board of Governors of the California Community Colleges.

Section 5. Section 1 of Article XIII C of the California Constitution is amended, to read:

Sec. 1. Definitions. As used in this article:

(a) "Actual cost" of providing a service or product means: (i) the minimum amount necessary to reimburse the government for the cost of providing the service or product to the payor, and (ii) where the amount charged is not used by the government for any purpose other than reimbursing that cost. In computing "actual cost" the maximum amount that may be imposed is the actual cost less all other sources of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds received to provide such service or product.

(b) "Extend" includes, but is not limited to, doing any of the following with respect to a tax, exempt charge, or Article XIII D assessment, fee, or charge: lengthening its duration, delaying or eliminating its expiration, expanding its application to a new territory or class of payor, or expanding the base to which its rate is applied.

(c) (a) "General tax" means any tax imposed for general governmental purposes.

(d) "Impose" means adopt, enact, reenact, create, establish, collect, increase, or extend.

(e) (b) "Local government" means any county, city, city and county, including a charter city or county, any special district, or any other local or regional governmental entity, or an elector pursuant to Article II or the initiative power provided by a charter or statute.

(f) "Local law" includes, but is not limited to, any ordinance, resolution, regulation, ruling, opinion letter, or other legal authority or interpretation adopted, enacted, enforced, issued, or implemented by a local government.

(g) (c) "Special district" means an agency of the State, formed pursuant to general law or a special act, for the local performance of governmental or proprietary functions with limited geographic boundaries including, but not limited to, school districts and redevelopment agencies.

(h) (d) "Special tax" means any tax imposed for specific purposes, including a tax imposed for specific purposes, which is placed into a general fund.

(i) (e) As used in this article, and in Section 9 of Article II, "tax" means every ~~any~~ levy, charge, or exaction of any kind, imposed by a local government law that is not an exempt charge, ~~except the following:~~

(i) As used in this section, "exempt charge" means only the following:

(1) ~~A charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.~~

(1) (2) A reasonable charge imposed for a specific local government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable actual costs to the local government of providing the service or product.

(2) (3) A charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.

(3) (4) A reasonable charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property.

(4) (5) A fine, or penalty, or other monetary charge including any applicable interest for nonpayment thereof, imposed by the judicial branch of government or a local government administrative enforcement agency pursuant to adjudicatory due process, as a result of to punish a violation of law.

(5) (6) A charge imposed as a condition of property development. No levy, charge, or exaction regulating or related to vehicle miles traveled may be imposed as a condition of property development or occupancy.

(6) (7) An Assessments and property related fees assessment, fee, or charge imposed in accordance with the provisions of subject to Article XIII D, or an assessment imposed upon a business in a tourism marketing district, a parking and business improvement area, or a property and business improvement district.

(7) A charge imposed for a specific health care service provided directly to the payor and that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the health care service. As used in this paragraph, a "health care service" means a service licensed or exempt from licensure by the state pursuant to Chapters 1, 1.3, or 2 of Division 2 of the Health and Safety Code.

The local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.

Section 6. Section 2 of Article XIII C of the California Constitution is amended to read:

Sec. 2. Local Government Tax Limitation. Notwithstanding any other provision of this Constitution:

(a) Every levy, charge, or exaction of any kind imposed by local law is either a tax or an exempt charge. All taxes imposed by any local government shall be deemed to be either general taxes or special taxes. Special purpose districts or agencies, including school districts, shall have no power to levy general taxes.

(b) No local ~~law government, whether proposed by the governing body or by an elector,~~ may impose, extend, or increase any general tax unless and until that tax is submitted to the electorate and approved by a majority vote. A general tax shall not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved. The election required by this subdivision shall be consolidated with a regularly scheduled general election for members of the governing body of the local government, except in cases of emergency declared by a unanimous vote of the governing body.

(c) ~~Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1995, and prior to the effective date of this article, shall continue to be imposed only if approved by a majority vote of the voters voting in an election on the issue of the imposition, which election shall be held within two years of the effective date of this article and in compliance with subdivision (b).~~ (d) No local ~~law government, whether proposed by the governing body or by an elector,~~ may impose, ~~extend, or increase~~ any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote. A special tax shall not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved.

(d) The title and summary and ballot label or question required for a measure pursuant to the Elections Code shall, for each measure providing for the imposition of a tax, include:

(1) The type and amount or rate of the tax;

(2) the duration of the tax; and

(3) The use of the revenue derived from the tax. If the proposed tax is a general tax, the phrase "for general government use" shall be required, and no advisory measure may appear on the same ballot that would indicate that the revenue from the general tax will, could, or should be used for a specific purpose.

(e) Only the governing body of a local government, other than an elector pursuant to Article II or the initiative power provided by a charter or statute, shall have the authority to impose any exempt charge. The governing body shall impose an exempt charge by an ordinance specifying the type of exempt charge

as provided in Section 1(j) and the amount or rate of the exempt charge to be imposed, and passed by the governing body. This subdivision shall not apply to charges specified in paragraph (7) of subdivision (j) of Section 1.

(f) No amendment to a Charter which provides for the imposition, extension, or increase of a tax or exempt charge shall be submitted to or approved by the electors, nor shall any such amendment to a Charter hereafter submitted to or approved by the electors become effective for any purpose.

(g) Any tax or exempt charge adopted after January 1, 2022, but prior to the effective date of this act, that was not adopted in compliance with the requirements of this section is void 12 months after the effective date of this act unless the tax or exempt charge is reenacted in compliance with the requirements of this section.

(h)(1) The local government bears the burden of proving by clear and convincing evidence that a levy, charge or exaction is an exempt charge and not a tax. The local government bears the burden of proving by clear and convincing evidence that the amount of the exempt charge is reasonable and that the amount charged does not exceed the actual cost of providing the service or product to the payor.

(2) The retention of revenue by, or the payment to, a non-governmental entity of a levy, charge, or exaction of any kind imposed by a local law, shall not be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

(3) The characterization of a levy, charge, or exaction of any kind imposed by a local law as being paid in exchange for a benefit, privilege, allowance, authorization, or asset, shall not be factors in determining whether the levy, charge, or exaction is a tax or an exempt charge.

(4) The use of revenue derived from the levy, charge or exaction shall be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

Section 7. Section 3 of Article XIII D of the California Constitution is amended, to read:

Sec. 3. Property Taxes, Assessments, Fees and Charges Limited

(a) No tax, assessment, fee, ~~or~~ charge, or surcharge, including a surcharge based on the value of property, shall be assessed ~~by any agency~~ upon any parcel of property or upon any person as an incident of property ownership except:

(1) The ad valorem property tax ~~imposed pursuant to~~ described in Section 1(a) of Article XIII and Section 1(a) of Article XIII A, and described and enacted pursuant to the voter approval requirement in Section 1(b) of Article XIII A.

(2) Any special non-ad valorem tax receiving a two-thirds vote of qualified electors pursuant to Section 4 of Article XIII A, or after receiving a two-thirds vote of those authorized to vote in a community facilities district by the Legislature pursuant to statute as it existed on December 31, 2021.

(3) Assessments as provided by this article.

(4) Fees or charges for property related services as provided by this article.

(b) For purposes of this article, fees for the provision of electrical or gas service shall not be deemed charges or fees imposed as an incident of property ownership.

Section 8. Sections 1 and 14 of Article XIII are amended to read:

Sec. 1 Unless otherwise provided by this Constitution or the laws of the United States:

(a) All property is taxable and shall be assessed at the same percentage of fair market value. When a value standard other than fair market value is prescribed by this Constitution or by statute authorized by this Constitution, the same percentage shall be applied to determine the assessed value. The value to which the percentage is applied, whether it be the fair market value or not, shall be known for property tax purposes as the full value.

(b) All property so assessed shall be taxed in proportion to its full value.

(c) All proceeds from the taxation of property shall be apportioned according to law to the districts within the counties.

Sec. 14. All property taxed by state or local government shall be assessed in the county, city, and district in which it is situated. Notwithstanding any other provision of law, such state or local property taxes shall be apportioned according to law to the districts within the counties.

Section 9. General Provisions

A. This Act shall be liberally construed in order to effectuate its purposes.

B. (1) In the event that this initiative measure and another initiative measure or measures relating to state or local requirements for the imposition, adoption, creation, or establishment of taxes, charges, and other revenue measures shall appear on the same statewide election ballot, the other initiative measure or measures shall be deemed to be in conflict with this measure. In the event that this initiative measure receives a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety, and the provisions of the other initiative measure or measures shall be null and void.

(2) In furtherance of this provision, the voters hereby declare that this measure conflicts with the provisions of the "Housing Affordability and Tax Cut Act of 2022" and "The Tax Cut and Housing Affordability Act," both of which would impose a new state property tax (called a "surcharge") on certain real property, and where the revenue derived from the tax is provided to the State, rather than retained in the county in which the property is situated and for the use of the county and cities and districts within the county, in direct violation of the provisions of this initiative.

(3) If this initiative measure is approved by the voters, but superseded in whole or in part by any other conflicting initiative measure approved by the voters at the same election, and such conflicting initiative is later held invalid, this measure shall be self-executing and given full force and effect.

C. The provisions of this Act are severable. If any portion, section, subdivision, paragraph, clause, sentence, phrase, word, or application of this Act is for any reason held to be invalid by a decision of any court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this Act. The People of the State of California hereby declare that they would have adopted this Act and each and every portion, section, subdivision, paragraph, clause, sentence, phrase, word, and application not

declared invalid or unconstitutional without regard to whether any portion of this Act or application thereof would be subsequently declared invalid.

D. If this Act is approved by the voters of the State of California and thereafter subjected to a legal challenge alleging a violation of state or federal law, and both the Governor and Attorney General refuse to defend this Act, then the following actions shall be taken:

(1) Notwithstanding anything to the contrary contained in Chapter 6 of Part 2 of Division 3 of Title 2 of the Government Code or any other law, the Attorney General shall appoint independent counsel to faithfully and vigorously defend this Act on behalf of the State of California.

(2) Before appointing or thereafter substituting independent counsel, the Attorney General shall exercise due diligence in determining the qualifications of independent counsel and shall obtain written affirmation from independent counsel that independent counsel will faithfully and vigorously defend this Act. The written affirmation shall be made publicly available upon request.

(3) A continuous appropriation is hereby made from the General Fund to the Controller, without regard to fiscal years, in an amount necessary to cover the costs of retaining independent counsel to faithfully and vigorously defend this Act on behalf of the State of California.

(4) Nothing in this section shall prohibit the proponents of this Act, or a bona fide taxpayers association, from intervening to defend this Act.

Fiscal and Program Effects of Initiative 21-0042A1 on Local Governments

If Initiative 21-0042A1 is placed on the ballot and passed by voters, it will result in:

- Over \$20 billion of local government fee and charge revenues over 10 years placed at heightened **legal peril**. Related public service reductions across virtually every aspect of city, county, special district, and school services especially for drinking water, sewer sanitation, and public health and safety.
- About \$2 billion of revenues each year from fees and charges adopted after January 1, 2021 **subject to legal peril**.¹
- Over \$2 billion dollars of annual revenues from dozens of tax measures approved by voters between January 1, 2022 and the effective date of the act² subject to additional voter approval if not in compliance with the initiative.
- Indeterminable legal and administrative burdens and costs on local government from new and more empowered legal challenges, and bureaucratic cost tracking requirements.
- The delay and deterrence of municipal annexations.
- Substantially higher legal and administrative cost of public infrastructure financing which will delay and deter new residential and commercial development.
- Service and infrastructure declines including in fire and emergency response, law enforcement, public health, drinking water, sewer sanitation, parks, libraries, public schools, affordable housing, homelessness prevention and mental health services.

1. Local Government Taxes and Services Threatened

With regard to taxes, Initiative 21-0042A1:

- Prohibits advisory, non-binding measures as to use of tax proceeds on the same ballot.
 - o Voters may be less informed and more likely to vote against measures.
- Eliminates the ability of special tax measures proposed by citizen initiative to be enacted by majority voter approval (*Upland*).³
 - o Because the case law regarding citizen initiative special taxes approved by majority vote (*Upland*) is so recent, it is unknown how common these sorts of measures might be in the future. This initiative would prohibit such measures after the effective date of the initiative. Any such measures adopted after January 1, 2022 through the effective date of the Act should it pass would be void a year after the effective date of the initiative.
- Requires that tax measures include a specific duration of time that the tax will be imposed. This seems to require that all tax increases or extensions contain a sunset (end date).
 - o This would require additional tax measures to extend previously approved taxes.
- A city charter may not be amended to impose, extend, or increase a tax might interfere with the ability of cities that do not already have such authority in their charters to adopt Property Transfer Taxes.
 - o There are no more than a few of these every few years, but it is a valuable tax for those that adopt it.

¹ Assumes fee increases since January 1, 2022 would be subject to possible legal challenge if not adopted in compliance with the Initiative.

² The effective date of the initiative would be sometime in December 2024, the date the California Secretary of State certifies the election results of the November 5, 2024 election.

³ Unlike the initiative 17-0050, this initiative **does not** eliminate that ability of cities and counties to adopt general taxes by majority voter approval.

- Requires that a tax measure adopted after January 1, 2022 and before the effective date of the initiative that was not adopted in accordance with the measure be readopted in compliance with the measure or will be void twelve months after the effective date of the initiative.
 - o If past election patterns and elections in 2022 are an indication, over 200 tax measures approving more than \$2 billion annual revenues to support local public services would not be in compliance and would be subject to reenactment. Most will be taxes without a specific end date and special taxes (including parcel taxes). Because there is no regularly scheduled election within the 12 months following the effective date of the initiative, the measures would each require declaration of emergency and unanimous vote of the governing board to be placed on a special election ballot within a year for approval or the tax will be void after that date. I would expect most to succeed, but some will not, in particular citizen initiative majority vote special taxes which would have to meet a higher voter approval threshold to continue.
- Requires voter approval to expand an existing tax to new territory (annexations). This would require additional tax measures and would deter annexations and land development in cities.
 - o If a tax is "extended" to an annexed area without a vote after January 1, 2022, it will be void 12 months later until brought into compliance. Because there is no regularly scheduled election within the 12 months following the effective date of the initiative, such extensions would each require unanimous vote of the agency board to be placed on a special election ballot or would be void a year later.

1.a. Number of Measures and Value of Local Taxes at Risk⁴

Over a hundred local measures were approved in 2022 that likely do not comply with the provisions of Initiative 21-0042A1. Nearly \$2 billion of annual revenues from these voter approved measures will cease a year after the effective date of the measure, reducing the local public services funded by these measures. We can expect a similar volume of measures in 2024 and a similar volume of non-compliance. So the combined total of annual local funding directly affected by Initiative 21-0042A1 due to its retroactivity provision is about \$4 billion.

Citizen Initiative Special Taxes in 2022.

Special taxes placed on the ballot by citizen initiative and approved after January 1, 2022 by a majority but less than two-thirds of the voters are out of compliance with Initiative 21-0042A1.

On June 7, 2022, there were three local special tax measures placed on the ballot by citizen initiative. Two failed to get majority voter approval. A one percent transactions and use tax (sales tax) for the John C. Fremont Healthcare District in Mariposa County received 69.6 percent approval, over the two thirds needed for any special tax under California Constitution Article XIII C. So this measure was passed in compliance with Initiative 21-0042A1.

June 2022 Initiative Special Taxes - majority voter approval

<u>Agency Name</u>	<u>County</u>		<u>Tax/Fee</u>	<u>Rate</u>	<u>Estimated Annual Revenue</u>	<u>Use</u>	<u>Sunset</u>	<u>YES%</u>	
John C. Fremont Healthcare District	Mariposa	Measure N	Transactions & Use Tax	1 cent	\$ 150,000	hospital	40yrs	69.6%	PASS
County of Kings	Kings	Measure F	Transactions & Use Tax	1/2 cent	\$ 11,700,000	fire	none	37.6%	FAIL
Manhattan Beach USD	Los Angeles	Measure A	School Parcel Tax	\$1095/yr	\$ 12,000,000	schools	12yrs	31.2%	FAIL

On November 8, 2022, there were 14 local special taxes placed on the ballot by citizen initiative. Seven of these

⁴ Source: Compilation and summary of data from County elections offices.

measures failed with less than majority voter approval. The other seven measures received majority, but less than two-thirds, voter approval. These measures passed under current law but are out of compliance with Initiative 21-0042A1. Taken together these seven taxes will provide estimated annual revenues of **from \$900,000 to \$1.4 billion** in support of parks and recreation, zoo, library, affordable housing, transportation, homelessness prevention, and schools in these communities.

November 2022 Initiative Special Taxes - majority voter approval

<u>Agency Name</u>	<u>County</u>		<u>Tax/Fee</u>	<u>Rate</u>	<u>Estimated Annual Revenue</u>	<u>Use</u>	<u>Sunset</u>	<u>YES%</u>	
Crockett Community Services District	Contra Costa	Measure L	Parcel Tax	\$50/parcel	\$ 60,000	parks/recre	none	62.8%	PASS
Oakland	Alameda	Measure Y	Parcel Tax	\$68/parcel	\$ 12,000,000	zoo	20yrs	62.5%	PASS
County of Mendocino		Measure O	Transactions & Use Tax	1/8 cent then 1/4 cent in 2027	\$ 4,000,000	library	none	60.8%	PASS
Los Angeles	Los Angeles	Measure ULA	Property Transfer Tax	4% if >\$5m, 5.5% if >\$10m	\$600 m to \$1.1 b	affordable housing	none	57.3%	PASS
County of Sacramento		Measure A	Transactions & Use Tax	same 1/2 cent	\$ 212,512,500	transportati	40yrs	55.3%	PASS
San Francisco		Proposition M	Business Operations Tax	\$2500-\$5000/ vacant resid unit	\$ 20,000,000	housing	30yrs	54.5%	PASS
Santa Monica	Los Angeles	Measure GS	Property Transfer Tax	\$56/\$1000 if >\$8m	\$ 50,000,000	schools, homelessne ss, afford. housing	none	53.3%	PASS
					Total \$900,000 to \$1.4 billion				

<u>Agency Name</u>	<u>County</u>		<u>Tax/Fee</u>	<u>Rate</u>	<u>Estimated Annual Revenue</u>	<u>Use</u>	<u>Sunset</u>	<u>YES%</u>	
County of Calaveras		Measure A	Transactions & Use Tax	1 cent	\$ 5,000,000	fire	none	49.4%	FAIL
South San Francisco (for Schools)	San Mateo	Measure DD	School Parcel Tax	\$2.50/sf	\$ 55,900,000	schools	none	47.2%	FAIL
County of Fresno (for CSU)		Measure E	Transactions & Use Tax	1/5 ct, 1/40 ct (Reedley)	\$ 36,000,000	Calif State Univ	20yrs	46.9%	FAIL
Santa Cruz	Santa Cruz	Measure N	Parcel Tax	\$6k/vacant SFU	xxx	vacant property	xxx	44.2%	FAIL
County of Monterey		Measure Q	Parcel Tax	\$49/parcel	\$ 5,500,000	childcare	10yrs	41.1%	FAIL
San Francisco City College	San Francisco	Measure O	School Parcel Tax	\$150/sfu	\$ 37,000,000	schools	10yrs	36.7%	FAIL
Morro Bay	San Luis Obispo	Measure B	Parcel Tax	\$120+/parcel	\$ 680,000	harbor	none	36.0%	FAIL
Inverness Public Utility District	Marin	Measure O	Parcel Tax	\$0.20/sf, \$150/vacant	\$ 276,000	fire	none	27.0%	FAIL

Non-Specific Tax Durations in 2022

Voters approved 106 measures in June 2022 (10) and November 2022 (96) that do not provide a specific duration of time that the tax will be imposed (end date). Typically, the ballot titles for these measures state that the tax would be imposed "until ended by voters." Four of these measures also did not include any estimate of the annual revenues that the tax would generate, another violation of initiative 21-0042A1. Taken together, these approved local measures generate **\$561 million per year** that will expire a year after the effective date of the initiative if Initiative 21-0042A1 passes.

Measures in 2022 with Non-Specific Durations

<u>Agency Name</u>	<u>County</u>		<u>Tax/Fee</u>	<u>Rate</u>	<u>Annual Revenue</u>	<u>Use</u>	<u>Sunset</u>	<u>YES%</u>
Oakland	Alameda	Measure T	Business Tax General	various	\$ 20,900,000		none	71.4% PASS
Culver City	Los Angeles	Measure BL	Business Tax General	various	\$ 10,000,000		none	60.5% PASS
El Segundo	Los Angeles	Measure BT	Business Tax General	various	\$ 3,000,000		none	51.2% PASS
Pico Rivera	Los Angeles	Measure AB	Business Tax General	various	\$ 5,800,000		none	75.5% PASS
Santa Ana	Orange	Measure W	Business Tax General	various	neutral		none	64.8% PASS
Tracy	San Joaquin	Measure B	Business Tax General	various	\$ 3,200,000		none	72.6% PASS
Burlingame	San Mateo	Measure X	Business Tax General	various	\$ 2,500,000		none	75.1% PASS
Los Gatos	Santa Clara	Measure J	Business Tax General	various	\$ 1,100,000		none	53.4% PASS
Santa Clara	Santa Clara	Measure H	Business Tax General	\$45/employee, \$15/rental unit	\$ 6,000,000		none	59.5% PASS
Brisbane	San Mateo	Measure O	Business Tax lodging busn	\$2.50/rm/day	\$ 250,000		none	69.2% PASS
East Palo Alto	San Mateo	Measure L	Business Tax resid. rentals	2.5% gross Rcpts	\$ 1,480,000		none	69.9% PASS
County of Santa Cruz Unincorporated		Measure C	Busn Tax-disp cups	12.5cents/cup	\$ 700,000		none	68.2% PASS
South Lake Tahoe	El Dorado	Measure G	Busn Tax Cannabis	6% retail, manufacturing	\$ 950,000		none	62.9% PASS
McFarland	Kern	Measure O	Busn Tax Cannabis	8% of gross receipts retail,	\$ 1,800,000		none	63.5% PASS
Avenal	Kings	Measure C	Busn Tax Cannabis	\$25+/s for 15% gr rcpts	\$ 600,000		none	61.8% PASS
Baldwin Park	Los Angeles	Measure CB	Busn Tax Cannabis	4% gross Rcpts	\$ 300,000		none	51.3% PASS
Claremont	Los Angeles	Measure CT	Busn Tax Cannabis	4%-7% gr rcpts, \$1-	\$ 500,000		none	61.1% PASS
County of Los Angeles Unincorporated		Measure C	Busn Tax Cannabis	4% gross receipts retail,	\$ 15,170,000		none	60.1% PASS
Cudahy	Los Angeles	Measure BA	Busn Tax Cannabis	15% gross Rcpts	\$ 3,600,000		none	54.0% PASS
El Segundo	Los Angeles	Measure Y	Busn Tax Cannabis	10% Gross Rcpt,	\$ 1,500,000		none	72.8% PASS
Hermosa Beach	Los Angeles	Measure T	Busn Tax Cannabis	10% Gross Rcpt,	\$ 1,500,000		none	67.6% PASS
Lynwood	Los Angeles	Measure TR	Busn Tax Cannabis	5%to 10%	\$ 3,000,000		none	66.4% PASS
Santa Monica	Los Angeles	Measure HM	Busn Tax Cannabis	10% gross Rcpts	\$ 5,000,000		none	66.4% PASS
South El Monte	Los Angeles	Measure CM	Busn Tax Cannabis	6% special excise tax on	\$ 126,000		none	53.7% PASS
Monterey	Monterey	Measure J	Busn Tax Cannabis	6% gross Rcpt	\$ 1,300,000		none	65.2% PASS
Pacific Grove	Monterey	Measure N	Busn Tax Cannabis	6% gross Rcpt	\$ 300,000		none	70.8% PASS
Huntington Beach	Orange	Measure O	Busn Tax Cannabis	6% retail, 1% other	\$ 600,000		none	54.7% PASS

Measures in 2022 with Non-Specific Durations

<u>Agency Name</u>	<u>County</u>		<u>Tax/Fee</u>	<u>Rate</u>	<u>Annual Revenue</u>	<u>Use</u>	<u>Sunset</u>	<u>YES%</u>
Laguna Woods	Orange	Measure T	Busn Tax Cannabis	4%-10% of gross receipts	\$ 750,000		none	61.1% PASS
Corona	Riverside	Measure G	Busn Tax Cannabis	9% of gross receipts for	\$ 5,000,000		none	61.6% PASS
Montclair	San Bernardino	Measure R	Busn Tax Cannabis	7% gross Rcpts	\$ 3,500,000		none	70.3% PASS
County of San Diego Unincorporated		Measure A	Busn Tax Cannabis	6% retail, 3% distribution,	\$ 5,600,000		none	57.4% PASS
Encinitas	San Diego	Measure L	Busn Tax Cannabis	4% to 7% of gross receipts	\$ 1,400,000		none	65.1% PASS
Healdsburg	Sonoma	Measure M	Busn Tax Cannabis	8% gross Rcpt	\$ 500,000		none	72.7% PASS
Exeter	Tulare	Measure B	Busn Tax Cannabis	10% retail and other, \$10/sf	?		none	66.5% PASS
Tulare	Tulare	Measure Y	Busn Tax Cannabis	10% retail and other, \$10/sf	?		none	65.2% PASS
Woodland	Yolo	Measure K	Busn Tax Cannabis	10% gross Rcpts	?		none	66.2% PASS
Redlands	San Bernardino	Measure J	Busn Tax Distrib centers	from \$0.047/sf to \$0.105/sf	\$ 530,000		none	53.5% PASS
Arcadia	Los Angeles	Measure SW	Busn Tax Sports Betting	5% gross Rcpts	n/a*		none	63.9% PASS
Albany	Alameda	Measure K	ParcelTax	\$0.074+/sf	\$ 1,950,000	fire/EMS	none	76.0% PASS
Cameron Park Airport District	El Dorado	Measure J	ParcelTax	by \$600 to \$900/parcel	\$ 117,900	airport/streets	none	78.2% PASS
Highlands Village Lighting Benefit Zone	El Dorado	Measure L	ParcelTax	\$140+/parcel	\$ 10,920	streets	none	86.3% PASS
Knolls Property Owners CSD	El Dorado	Measure P	ParcelTax	by \$300+ to \$600+/parcel	\$ 8,400	streets	none	75.5% PASS
Sundance Trail Zone of Benefit	El Dorado	Measure C	ParcelTax	\$600+/yr	\$ 24,000	roads	none	73.2% PASS
South Pasadena	Los Angeles	Measure LL	ParcelTax	xxx	?	library	none	86.2% PASS
River Delta Fire District	Sacramento	Measure H	ParcelTax	\$90/yr	\$ 130,000	fire	none	72.1% PASS
Emeryville	Alameda	Measure O	PropTransfTax	\$15/\$1000 if \$1m-\$2m,	\$ 5,000,000		none	71.6% PASS
San Mateo	San Mateo	Measure CC	PropTransfTax	by 1% to 1.5% if >\$10m	\$ 4,800,000		none	71.8% PASS
Alameda	Alameda	Measure F	TOT	by 4% to 14%	\$ 910,000		none	59.2% PASS
Clovis	Fresno	Measure B	TOT	by 2% to 12%	\$ 500,000		none	69.7% PASS
Kerman	Fresno	Measure G	TOT	10%	\$ 40,000		none	62.3% PASS
Trinidad	Humboldt	Measure P	TOT	by 4% to 12%	\$ 65,000		none	77.6% PASS
Imperial	Imperial	Measure G	TOT	by 4% to 12%	\$ 600,000		none	56.2% PASS
Arcadia	Los Angeles	Measure HT	TOT	by 2% to 12%	\$ 730,000		none	54.1% PASS
Santa Monica	Los Angeles	Measure CS	TOT	by 1%, 3% home shares	\$ 4,100,000		none	73.7% PASS

Notes

?= Ballot measure title did not include an estimate of annual revenues, also not in compliance with Initiative 21-0042A1.

n/a*= Arcadia Measure SW passed but sports betting remains illegal after the failure of Propositions 26 and 27 on the November statewide ballot.

Measures in 2022 with Non-Specific Durations

<u>Agency Name</u>	<u>County</u>	<u>Tax/Fee</u>	<u>Rate</u>	<u>Annual Revenue</u>	<u>Use</u>	<u>Sunset</u>	<u>YES%</u>
Anaheim	Orange	Measure J	TOT	online travel companies	\$ 3,000,000	none	59.2% PASS
La Palma	Orange	Measure P	TOT	by 4% to 12%	\$ 200,000	none	71.1% PASS
Colfax	Placer	Measure B	TOT	by 2% to 10%	\$ 29,000	none	73.5% PASS
Rocklin	Placer	Measure F	TOT	by 2% to 10%	\$ 300,000	none	59.8% PASS
Roseville	Placer	Measure C	TOT	by 4% to 10%	\$ 3,000,000	none	73.0% PASS
Big Bear Lake	San Bernardino	Measure P	TOT	by 2% to 10%	\$ 1,300,000	none	54.4% PASS
Grand Terrace	San Bernardino	Measure M	TOT	new 10%	\$ 250,000	none	51.9% PASS
Yucca Valley	San Bernardino	Measure K	TOT	by 5% to 12%	\$ 1,300,000	none	71.9% PASS
Imperial Beach	San Diego	Measure R	TOT	by 4% to 14%	\$ 400,000	none	67.4% PASS
El Paso de Robles	San Luis Obispo	Measure F	TOT	by 1% to 11%	\$ 750,000	none	61.2% PASS
Belmont	San Mateo	Measure K	TOT	by 2% to 14%	\$ 600,000	none	79.3% PASS
Millbrae	San Mateo	Measure N	TOT	by 2% to 14%	\$ 1,500,000	none	75.8% PASS
County of Humboldt Unincorporated		Measure J	TOT	by 2% to 12%	\$ 3,080,000	none	63.3% PASS
County of Placer - North Tahoe TOT Area		Measure A	TOT	by 2% to 10%	\$ 4,000,000	none	90.0% PASS
County of Santa Cruz Unincorporated		Measure B	TOT	by 1% to 12%	\$ 2,300,000	none	69.2% PASS
County of El Dorado - East Slope Tahoe		Measure S	TOT 2/3	by 4% to 14%	\$ 2,500,000	none	81.8% PASS
Chico	Butte	Measure H	TrUT	1 cent	\$ 24,000,000	none	52.4% PASS
Mendota	Fresno	Measure H	TrUT	1.25 cent	\$ 493,498	none	57.2% PASS
Blue Lake	Humboldt	Measure R	TrUT	1 cent	\$ 30,000	none	55.4% PASS
Rio Dell	Humboldt	Measure O	TrUT	3/4cent	\$ 400,000	none	53.3% PASS
County of Kern unincorporated areas		Measure K	TrUT	1 cent	\$ 54,000,000	none	50.8% PASS
McFarland	Kern	Measure M	TrUT	1 cent	\$ 579,662	none	62.2% PASS
Tehachapi	Kern	Measure S	TrUT	1 cent	\$ 4,000,000	none	57.2% PASS
Avenal	Kings	Measure A	TrUT	1 cent	\$ 500,000	none	72.5% PASS
Susanville	Lassen	Measure P	TrUT	1 cent	\$ 1,750,000	none	54.7% PASS
Baldwin Park	Los Angeles	Measure BP	TrUT	3/4 cent	\$ 6,000,000	none	58.1% PASS
Malibu	Los Angeles	Measure MC	TrUT	1/2 cent	\$ 3,000,000	none	52.6% PASS
Monterey Park	Los Angeles	Measure MP	TrUT	3/4 cent	\$ 6,000,000	none	58.5% PASS
Torrance	Los Angeles	Measure SS1	TrUT	1/2 cent	\$ 18,000,000	none	55.0% PASS
Larkspur	Marin	Measure G	TrUT	1/4 cent	\$ 700,000	none	59.4% PASS
Sand City	Monterey	Measure L	TrUT	by 1/2cent to 1.5cents	\$ 1,400,000	none	68.7% PASS
Hemet	Riverside	Measure H	TrUT	same 1 cent	\$ 15,000,000	none	58.0% PASS
Elk Grove	Sacramento	Measure E	TrUT	1 cent	\$ 21,000,000	none	54.1% PASS
Galt	Sacramento	Measure Q	TrUT	1 cent	\$ 3,600,000	none	52.4% PASS
Colton	San Bernardino	Measure S	TrUT	1 cent	\$ 9,500,000	none	66.8% PASS
Ontario	San Bernardino	Measure Q	TrUT	1 cent	\$ 95,000,000	none	53.2% PASS
Solana Beach	San Diego	Measure S	TrUT	1 cent	\$ 3,000,000	none	66.7% PASS
Brisbane	San Mateo	Measure U	TrUT	1/2 cent	\$ 2,000,000	none	63.9% PASS
Goleta	Santa Barbara	Measure B	TrUT	1 cent	\$ 10,600,000	none	64.7% PASS
Solvang	Santa Barbara	Measure U	TrUT	1 cent	\$ 1,600,000	none	63.1% PASS

Measures in 2022 with Non-Specific Durations

<u>Agency Name</u>	<u>County</u>	<u>Tax/Fee</u>	<u>Rate</u>	<u>Annual Revenue</u>	<u>Use</u>	<u>Sunset</u>	<u>YES%</u>
Watsonville	Santa Cruz	Measure R	TrUT	1/2 cent	\$ 5,000,000	none	64.4% PASS
Vallejo	Solano	Measure P	TrUT	7/8 cent	\$ 18,000,000	none	54.7% PASS
Modesto	Stanislaus	Measure H	TrUT	1 cent	\$ 39,000,000	none	62.8% PASS
County of Colusa		Measure A	TrUT 2/3	1/2 cent	\$ 2,400,000	EMS	none 69.4% PASS
Atwater	Merced	Measure B	TrUT 2/3	same 1 cent	\$ 4,000,000	police/fire	none 73.7% PASS
Truckee	Nevada	Measure U	TrUT 2/3	by 1/4 cent to 1/2 cent	\$ 3,000,000	open space / trails	none 76.4% PASS
Palo Alto	Santa Clara	Measure L	Utility Transfer	18% gas	\$ 7,000,000	none	77.7% PASS
Santa Clara	Santa Clara	Measure G	Utility Transfer	5 %	\$ 30,000,000	none	84.2% PASS
Hercules	Contra Costa	Measure N	UUT	8%	\$ 3,600,000	none	69.3% PASS
Carson	Los Angeles	Measure UU	UUT	2% electr, gas	\$ 8,000,000	none	78.4% PASS
Sebastopol	Sonoma	Measure N	UUT	3.75% (same)	\$ 700,000	none	83.5% PASS

Co-temporal Advisory Measures in 2022

At the November 2022 election, there was just one local general tax measure that was accompanied by an advisory measure as to the use of funds. The City of Santa Monica's Measure DT property transfer tax failed with just 34 percent approval as voters instead chose the citizen initiative Measure GS.

There was also just one such tax use advisory measure on the June 2022 election. Susanville's voters passed Measure P, a 1 percent transactions and use (sales) tax that generates \$1.75 million per year⁵ for general city services. The measure was accompanied by advisory Measure Q, accompanied the city's It asked, "If Measure P passes, should the revenues be used to balance the budget to maintain and enhance existing public safety services (police and fire), and provide funding to support street infrastructure improvements and provide funding to support economic development efforts designed to increase businesses, jobs and visitors to Susanville?" Both measures passed. Under Initiative 21-0042A1, the tax will expire a year after the effective date of the initiative (i.e., in December 2025).

1.b. Additional Costs and Public Service Effects of the Tax Provisions

Assuming a similar volume of local measures through 2024 as we saw in 2022, there will be over 200 local measures that will need to be redrafted to comply with the Initiative and placed back on the ballot for the taxes to continue after December 2025. The costs of re-drafting, re-placing and re-voting on these measures, previously legally approved by voters, will be in the tens of millions in total statewide.

2. "Exempt Charges" (fees and charges that are not taxes) and Services Threatened

With regard to fees and charges adopted after January 1, 2022, Initiative 21-0042A1:

- Subjects new fees and charges for a product or service to a new "actual and reasonable test."
- Subjects fees and charges for entrance to local government property; and rental and sale of local government property to a new, undefined, "reasonable" test.
- Allows legal challenge to any tax adopted before the effective date of the initiative and after January 1,

⁵ The Susanville measure also did not include a specific end date and so is included in the list and totals of those measures.

2022. Such a lawsuit could enjoin (stop) the enactment of the tax pending the outcome of the legal challenge.

- Subjects a challenged fee to new, higher burdens of proof if legally challenged.

2.a. Value on New Local Government Fees and Charges at Risk⁶

Virtually every city, county, and special district must regularly (e.g., annually) adopt increases to fee rates and charges and revise rate schedules to accommodate new users and activities. Most of these would be subject to new standards and limitations under threat of legal challenge. Based on the current volume of fees and charges imposed by local agencies and increases in those fees simply to accommodate inflation, the amount of local government fee and charge revenue placed at risk is about **\$2 billion per year including those adopted since January 1, 2022. Of \$2 billion, about \$900 million (45 percent) is for special districts, \$800 million (40 percent) is cities, and \$300 million (15 percent) is counties.**⁷

Major examples of affected fees and charges are:

1. Certain water, sanitary sewer, wastewater, garbage, electric, gas service fees.
2. Nuisance abatement charges - such as for weed, rubbish and general nuisance abatement to fund community safety, code enforcement, and neighborhood cleanup programs.
3. Emergency response fees - such as in connection with DUI.
4. Advanced Life Support (ALS) transport charges.
5. Business improvement district charges.
6. Fees for processing of land use and development applications such as plan check fees, use permits, design review, environmental assessment, plan amendment, subdivision map changes.
7. Document processing and duplication fees.
8. Facility use charges, parking fees, tolls.
9. Fines, penalties.
10. Fees for parks and recreation services.

2.b. Additional Costs and Public Service Effects of the Fee/Charge Provisions

In addition to service delays and disruptions due to fee and charge revenues placed at greater legal risk, there would be substantial additional costs for legal defense. The risk to fees and charges will make infrastructure financing more difficult and will deter new residential and commercial development.

mc

⁶ Source: California State Controller Annual Reports of Financial Transactions concerning cities, counties and special districts, summarized with an assumed growth due to fee rate increases (not population) of 2 percent annually.

⁷ School fees are also affected but the amount is negligible by comparison.

Examples of fees and charges that are impacted by CBRT

- Category #1 (Products and Services). Examples¹:
 - Property development application processing fees
 - Plan Review
 - Gas and electricity service charges
 - Parks and Recreation classes and lessons
 - Childcare services
 - Jail booking fees
 - Copies of police reports
 - Emergency services fees
- Category #2 (Regulatory and Licensing Activity). Examples:
 - Building permit fees
 - Sales tax audits
 - Abatement of weeds on private property
 - Conducting inspections of rental housing
 - Fire inspections
- Category #3 (Entrance to or use of local government property, or the purchase, rental, or lease of local government property. Examples²:
 - Lease of city museum to non-profit organization
 - Use of Council Chambers by private groups
 - Use/lease of city-owned convention center
 - Use/lease of city-owned park or other recreation area
- Category #4 (Fines and penalties for administrative Code enforcement)³
- Category #5 (Charges imposed as a condition of property development)⁴
- Category #6 (Charges covered by Proposition 218 – SEE BELOW FOR LIST OF ITEMS EXEMPT FROM CBRT)
- Category #7 (Charges for specific health care services)

¹ Amount must be “reasonable” and may not exceed “actual” (minimum) cost.

² Amount must be “reasonable”

³ Adds requirement for undefined adjudicatory process

⁴ No fee based upon vehicle miles traveled (VMT)

Proposition 218 fees, charges, and assessments: Exceptions to #6 (examples)

- Water rates
- Sanitary sewer rates
- Flood protection/water run-off charges
- Refuse rates

- Landscape and lighting assessments
- Downtown Business Improvement District assessments
- Parking District assessments
- Flood control assessments

Resolution Opposing the Taxpayer Protection and Government Accountability Act

City Council, April 18, 2023

Adam Smith, Project Manager
City Manager's Office



RECOMMENDATION

2

That the City Council adopt a Resolution opposing Initiative No. 21-0042AI, known as the Taxpayer Protection and Government Accountability Act, which will appear on the November 5, 2024, ballot.

- The Taxpayer Protection and Government Accountability Act (the “Act”), a statewide initiative measure to amend the State of California (State) Constitution - will appear on November 5, 2024, ballot
- The Act will ultimately limit voter authority and input, adopt new and stricter rules for raising taxes and fees, and may make it more difficult for affected governments to impose fines and penalties for violation of state and local laws
- In a nutshell, the Act limits the ability of voters and governments to raise revenues for governmental operations that provide services to their communities

The Act creates several effects on local governments and local voters, including:

- a. Prohibits local advisory measures;
- b. Sets a new standard for fees and charges paid for local and state government property use;
- c. May make it harder for governments to charge fees for services;
- d. Requires voter approval to expand existing taxes; and
- e. New taxes can be imposed only for a specific time period

The Act is sponsored by the California Business Roundtable (CBR), an association of some of the State's largest corporations, including ExxonMobil, Chevron, Valero, Wells Fargo, and many others

CURRENT FEE AND TAX STRUCTURE IN CALIFORNIA

6

- In many cases, the most significant local government tax is the property tax
- Other local taxes include sales, utility, and transient occupancy taxes
- State law requires increases in local taxes to receive approval from the local governing body and voters
- Most proposed taxes are general taxes requiring a simple majority vote of the electorate. Special taxes (those used for a specific purpose) need a two-thirds vote of the electorate.

- Local governments like the City also levy various fees and additional charges for services the City provides
- These fees cannot exceed the reasonable costs to the local government of providing the associated product or service
- Examples include user fees, regulatory fees, development impact fees, franchise fees, and business tax certificates
- The City uses revenue from taxes and fees to fund a variety of governmental services, like fire and police, public works, and parks

TAXPAYER PROTECTION AND GOVERNMENT ACCOUNTABILITY ACT

Local government tax revenue-raising authority is already restricted by state statute and constitutional provisions, including the voter-approved provisions of Proposition 13, Proposition 218, and Proposition 26 of 2010

The Act expands these restrictions by:

- a. Prohibiting local advisory measures;
- b. Citizen initiative tax measures will need $\frac{2}{3}$ majority
- c. Sunset provision on all tax measures
- d. Cancels measures that have already passed in 2022

- Virtually every city, county, and special district in California must regularly adopt increases to fee rates and charges and revise rate schedules to accommodate new users and activities
- Most of these would be subject to new standards and limitations under threat of legal challenge
- In many cases, existing fees already reflect the City's actual costs

- If the City Council wished to impose a new fee or make changes to an existing fee, the Act generally would require that the charge be both reasonable and reflect the “minimum amount necessary” to City operations by providing the service
- If a fee payer challenges the charge, State and local governments will bear the burden of providing clear and convincing evidence that the levy is a fee, which is not subject to a vote by the electorate, and not a tax

- On the issue of locally-approved taxes, hundreds of local tax measures were approved by voters in 2022
- Revenues from these voter-approved measures will cease a year after the Act's effective date, reducing the local public services funded unless the already approved tax is re-submitted for voter approval
- Reductions in local government tax revenues can impact core services and infrastructure
- The table on the next slide shows some examples of recently passed voter-approved tax measures at the local level that would now be subject to the Act's provisions:

EXAMPLES OF LOCALLY-APPROVED TAX MEASURES IN 2022

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Agency	Measure Name	Type of Tax-Fee	Rate	Estimated Annual Revenue	Sunset
Mendocino County	Measure O	Transactions & Use Tax	$\frac{1}{8}$ cent then $\frac{1}{4}$ cent in 2027	\$4 million	None
L.A. County	Measure C	Business Cannabis Tax	4% gross receipts	\$15 million	None
City of Alameda	Measure F	Transient Occupancy Tax	Increase from 4% to 14%	\$910,000	None
City of Culver City	Measure BL	Business Tax General	various	\$10 million	None

- By altering how taxes are brought before voters and restricting changes to fees, the Act would make it challenging for local governments to raise revenue, raising the specter of City services and residents being impacted
- Consequently, future local tax and fee revenue could be lower than they would be otherwise

The following is a non-exhaustive list of examples of potential City-affected fees and charges:

Example No.	Department	Fee Description	Approx Annual Revenue
1	Community Dev (CD)	Building plan check & inspection	\$1.5-\$2 million
2	CD	Franchise Fees	\$4 million
3	Cultural & Community Services	Playfield rentals	\$180,000
4	Public Works	Del Norte Refuse Tip Fee	\$6 million

- There is no financial impact to adopting a resolution opposing the Act
- The passage of the Act may adversely affect the City's ability to generate certain revenue in the future
- Importantly, State Attorney General Rob Bonta wrote in a summary of the fiscal effect resulting from the Act that local governments should expect "lower annual local revenue, potentially substantially lower."

RECOMMENDATION

That the City Council adopt a Resolution opposing Initiative No. 21-0042AI, known as the Taxpayer Protection and Government Accountability Act, which will appear on the November 5, 2024, ballot.



THE END



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.7

DATE: April 18, 2023

TO: City Council

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

SUBJECT: Consequence of Latest Aaron Starr Lawsuit Blocking the City's Bond Financing Mechanism (30 minutes)

RECOMMENDATION

That the City Council receive and file an update on the budgetary impacts of the litigation filed by Aaron Starr challenging the 2022 Lease Revenue Bonds, which blocks financing of many necessary capital projects/needs to move Oxnard forward.

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

<https://youtu.be/IP2CrGiopyA>

BACKGROUND

On December 15, 2022, Aaron Starr and his political corporation Moving Oxnard Forward, Inc. filed a Complaint and Petition for a writ of mandate for declaratory and injunctive relief to invalidate the October 18, 2022 Council approvals to issue up to \$45 million of lease revenue bonds ("LRBs"). The City of Oxnard ("City") and City of Oxnard Financing Authority ("Financing Authority") approved issuing the LRBs to pay for long delayed repairs of City roads and alleyways (up to \$36 million), and implementation of the City's new Enterprise Resource Planning ("ERP") systems for asset management and utility billing (\$9 million).

Starr's lawsuit is based on three allegations: 1. The LRBs require voter approval; 2. The City and Financing Authority didn't follow the procedures required under the Joint Exercise of Powers Act; and 3. The LRBs violate the long-established rules for bond financing of projects.

We disagree with each allegation, but we expect it will take the court at least 6 months to rule on the matter. An appeal from that ruling could take an additional 18 months to 2 years to resolve. Because the LRBs cannot be issued unless certain representations can be made -- particularly that no litigation is pending that challenges the transaction -- financing the \$45 million projects cannot proceed until the litigation is resolved. Thus, while the litigation is pending, the road and alleyway repairs and the ERP implementation cannot be funded via issuance of LRBs.

DISCUSSION

There are additional significant consequences from this latest Starr lawsuit: none of the pending capital projects/needs may proceed until the litigation is resolved. These include:

1. Re-construction of City streets and alleys to improve our Pavement Condition Index (PCI)
2. Continuing the ERP System upgrade (the City's computer/software central nervous system)
3. Renovating current senior centers
4. Building the new senior center
5. Building an Aquatics Center

6. Proceeding with Sports Park
7. Repairing the Seawalls
8. Making Downtown's 4th Street Improvements
9. Completing the build-out of College Park
10. Replacing five fire stations: Station 2 (built 1965); Station 3 (built 1954); Station 6 (built 1978); Station 5 (built 1973); and Station 4 (built 1972).

The City Manager will provide more oral discussion at the Council meeting.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

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

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

FINANCIAL IMPACT

The financial impact of this lawsuit lies in the City's inability to finance capital projects due to a risk averse bond market and may ultimately lead to the utilization of general funds.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Stephen Fischer, City Attorney, Alexander Nguyen, City Manager

ATTACHMENTS

None