

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.



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY

Meeting Location: Council Chambers, 305 West Third Street

October 17, 2023

Closed Session - 4:30 PM

Regular Meeting - 6:00 PM

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 832 5027 7670
3. Passcode: 232386

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 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 by 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
 - c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

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)

3. PROVIDE PUBLIC COMMENT REMOTELY DURING THE MEETING

- a. Follow Zoom details listed above.
- b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

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

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

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council
CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL
2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(2))
Based on existing facts and circumstances, there is significant exposure to litigation against the City in two potential cases.
Legislative Body: City Council
2. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of case: *City of Oxnard v. Rio School District; et al.*
Ventura County Superior Court Case No. 56-2023-00575575-CU-WM-VTA
Legislative Body: City Council

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Month of October, 2023 as "Domestic Violence Awareness Month."

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. After 30 minutes, if all speakers have not

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

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. City Manager Department

SUBJECT: Local Government Fun Fact: Investments in South Oxnard.

RECOMMENDATION: That the Public and City Council receive a City Manager discussion about Oxnard's investments in south Oxnard in recent years.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

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

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

I. REVIEW OF INFORMATION/CONSENT AGENDA

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

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of September 19, 2023, regular meetings as presented.

Legislative Body: City Council

Contact: Dee Lai, (805) 385-8200

2. Community Development Department

SUBJECT: Adoption of Ord. No. 3032 - Planning & Zoning (PZ) Permit No. 23-580-02: Zoning Text Amendments (ZTA) to the existing regulation of commercial cannabis manufacturing, distribution, testing, and retail dispensaries and creation of indoor commercial cannabis cultivation regulations.

RECOMMENDATION: That the City Council adopt Ordinance No. 3032 amending Chapters 11

and 16 of the Oxnard City Code pertaining to regulation of cannabis manufacturing, distribution, testing, and retail dispensaries; and amending Oxnard City Code Chapters 11 and 16 to allow up to five (5) indoor cannabis cultivators and eight (8) identified areas in the City where indoor cannabis cultivation is permitted.

(Council and Council Committee provided feedback in 2020 and 2023, respectively. That feedback and the Committee's 3:0 support of cultivation was incorporated into a draft indoor cultivation ordinance and presented to the Planning Commission for the subject item before the City Council).

Legislative Body: City Council

Contact: Jeff Pengilley, (805) 385-8208

3. Public Works Department

SUBJECT: Grant Application Resolution for California Department of Fish and Wildlife Watershed Grants Program.

RECOMMENDATION: That the City Council adopt a resolution:

1. Authorizing the City Manager or designee to submit a grant application to the California Department of Fish and Wildlife for an amount not to exceed \$300,000 (no local match) in Watershed Grants Program Funding for the Perkins Road Area Restoration and Enhancement Project;
2. Authorizing the City Manager or designee to execute grant agreements;
3. Authorizing the Finance Director or designee to submit financial reports and grant claims and approve budget appropriations for the use of the grant funds; and
4. Authorizing the Public Works Director or designee to submit non-financial reports.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

4. City Manager Department

SUBJECT: Resolution Updating Grant Application Procedures.

RECOMMENDATION: That the City Council adopt a resolution updating procedures to submit grant applications.

(The Finance and Governance Committee approved this item by a vote of 3-0 on September 26, 2023)

Legislative Body: City Council

Contact: Shiri Klima, (805) 385-7487

5. Public Works Department

SUBJECT: Agreement 32400183 with Black Gold Industries for On-Call Citywide Hazardous and Unknown Waste Identification, Collection, and Disposal Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Black Gold Industries for citywide known and unknown hazardous waste identification, collection, and disposal services for a total amount not to exceed \$500,000, beginning with a one-year term ending October 17, 2024, with the option for two consecutive one-year extensions. If extended, the final term date will be October 17, 2026.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

6. Public Works Department

SUBJECT: Amend Department-Wide Contracts and Blanket Purchase Orders for a Not to Exceed Amount Greater than \$200,000 Each.

RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to amend the following:

1. Contract #32400034 with Amazon.com Services LLC for an additional \$150,000 for a new not to exceed amount of \$350,000 through June 30, 2024;
2. Purchase Order #22400103 with Consolidated Electrical Distributors DBA Royal Industrial Solutions for an additional \$100,000 for a new not to exceed amount of \$300,000 through June 30, 2024;
3. Contract #32400031 with Famcon Pipe & Supply Inc. for an additional \$500,000 for a new not to exceed amount of \$700,000 through June 30, 2024;
4. Contract #32400092 with Ferguson Enterprise, LLC for an additional \$150,000 for a new not to exceed amount of \$350,000 through June 30, 2024;
5. Contract #32400048 with W.W. Grainger, Inc. for an additional \$250,000 for a new not to exceed amount of \$450,000 through June 30, 2024;
6. Contract #32400033 with Hach Company for an additional \$135,000 for a new not to exceed amount of \$285,000 through June 30, 2024;
7. Contract #32400050 with Home Depot U.S.A., Inc. for an additional \$150,000 for a new not to exceed amount of \$350,000 through June 30, 2024;
8. Contract #32400069 with Office Depot, Inc. for an additional \$50,000 for a new not to exceed amount of \$250,000 through June 30, 2024;
9. Contract #32400045 with Sunbelt Rentals, Inc. for an additional \$125,000 for a new not to exceed amount of \$325,000 through June 30, 2024;
10. Contract #32400047 with Waxie's Sanitary Supply, Inc. dba Waxie Sanitary Supply for an additional \$150,000 for a new not to exceed amount of \$350,000 through June 30, 2024; and
11. Contract #32400146 with Vista Paint Corporation for an additional \$100,000 for a new not to exceed amount of \$300,000 through June 30, 2024.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

L. REPORTS

1. Housing Department

SUBJECT: Approval of the Downtown Oxnard Improvement Association Annual Work Plan and Budget for Fiscal Year 2023-24. (10 minutes)

RECOMMENDATION: That the City Council approve the Downtown Oxnard Improvement Association annual work plan and budget for fiscal year 2023-24.

(This item did not originate in Committee.)

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

<https://youtu.be/hbaJIKRu5uU>

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

2. Public Works Department

SUBJECT: Update on the Speed Hump Program (15 minutes)

RECOMMENDATION: That the City Council receive and file an update on the Speed Hump Program to include amendments to the Program’s eligibility criteria as outlined in this staff report.

(This item did not originate in Committee. This is a continuation of an item approved by Council on October 18, 2022.)

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

<https://youtu.be/E3mOfzPAEco>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department

SUBJECT: Public Project Agreement 32400201 with Toro Enterprises, Inc. for Etting Road Sidewalk And Bicycle Lane Improvement Project (Rebid), Specification No. PW 21-34R, State Project No. ATPL-5129(098). (10 minutes)

RECOMMENDATION: That the City Council approve and authorize:

1. A total of \$2,864,373.45 in Project funds for the Etting Road Sidewalk And Bicycle Lane Improvement Project (Rebid), Specification No. PW 21-34R (C2005);
2. The Mayor to Execute an Agreement with Toro Enterprises, Inc. in the amount of \$2,386,979.45 for the Project;
3. A Project contingency amount of \$238,697 (10%) with Toro Enterprises, Inc. for the Project;
4. A Project allocation amount of \$238,697 (10%) for engineering, inspection, survey and project management for the Project; and
5. Budget appropriations of \$1,000,000 from the Air Pollution Buydown Fee Fund (360) and \$411,147 from the Circulation System Improvement Fees Fund (350) available fund balances for the Project.

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

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

<https://youtu.be/NTUM-i2h8JU>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

4. City Attorney Department

SUBJECT: Resolution of the City Council of the City of Oxnard Adopting a Conflict Policy and Procurement Procedures for Design-Build Projects (15 minutes).

RECOMMENDATION: That the City Council adopt a Resolution entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA,

ADOPTING A CONFLICT POLICY AND PROCUREMENT PROCEDURES TO ALLOW THE CITY TO USE THE DESIGN-BUILD METHOD FOR CERTAIN ELIGIBLE PUBLIC PROJECTS IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTIONS 22160 THROUGH 22169."

(As of the date of this City Council agenda being posted, there is not yet an outcome from the October 10, 2023 Public Works and Transportation Committee.)

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

<https://youtu.be/PX74rZt8rK8>

Legislative Body: City Council

Contact: Michelle McCarron, 805-385-3937

M. ADJOURNMENT



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

DATE: October 17, 2023
TO: City Council
FROM: Dee Lai, Assistant City Clerk, (805) 385-8200, dee.lai@oxnard.org
SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of September 19, 2023, regular meetings as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Dee Lai, Assistant City Clerk

ATTACHMENTS

1. 09 19 2023 Council Minutes 1

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
September 19, 2023

A. ROLL CALL, POSTING OF AGENDA

At 4:31 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council, in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. Dee Lai, Assistant City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Councilmember Oscar Madrigal; Bert E. Perello, Gabriel (Gabe) Teran, Arthur Valenzuela Zavala, Mayor Pro Tem Bryan A. MacDonald, and Mayor John C. Zaragoza were present.

Councilmember Valenzuela Zavala arrived at 5:02 p.m. Councilwoman Basua arrived at 5:33 p.m.

Housing Authority Commissioners Jose Andrade and Francisco Vega were absent.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council and Oxnard Housing Authority
CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

No public comments were received.

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of case: Roberto Gonzalez v. City of Oxnard
Workers' Compensation Case Nos. ADJ8859935
Legislative Body: Oxnard Housing Authority

There was insufficient quorum to go to closed session at the 4:30 p.m. scheduled time. At the conclusion of agenda item N.3, at 8:21 p.m., the City Council recessed into a closed session. At 8:43 p.m., the City Council reconvened in an open session in the Council Chambers. Ken Rozell, Assistant City Attorney, announced that no reportable actions resulted from the closed session on item C.1.

D. APPOINTMENT ITEMS (5:00 PM)

1. Cultural & Community Services Department
SUBJECT: Reinventing the Library
RECOMMENDATION: That the City Council receive a report on Reinventing the Oxnard Library System

Renee Rakestraw, Cultural & Community Services Assistant Director provided a report on the Oxnard Library System. No public comments were received. Discussion ensued among the council and staff.

E. OPENING CEREMONIES (6:00 PM)

Mayor Pro Tem MacDonald led the pledge of allegiance.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Week of September 17 - 23, 2023 as "Constitution Week."

Mayor Zaragoza read the Proclamation and delivered it to Ken Rozell, Assistant City Attorney.

2. SUBJECT: Presentation of a Commendation to El Rio 12U All Stars for winning the 2023 12U Western B National Championship.

Mayor Zaragoza read the Commendation and delivered it to the El Rio 12U All Stars team. The El Rio 12U All Stars team joined the Council on the dais to accept the Commendation, thanked the Council, and spoke briefly.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Maria Guadalupe Diaz, Yolanda and Mario Castillo, Carolina Magana, Daniel Juarez, Dulce Tapis, Sofia Vega, and Yanet Maravilla,

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

1. City Manager Department

SUBJECT: Local Government Fun Fact: Comparative Cities Demographics.

RECOMMENDATION: That the Public and City Council receive a City Manager discussion about Oxnard's statistics as compared with other cities in the region.

Alex Nguyen, City Manager, provided community updates.

Michael Wolfe, Public Works Director, spoke about the city's infrastructure.

No public comments were received.

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

The members of the Council provided brief announcements regarding their various activities.

Public comment was received from Deirdre Frank.

J. REVIEW OF INFORMATION/CONSENT AGENDA

Items L-1 through L.4 were discussed among the Council and staff.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

No public comments were received.

L. INFORMATION/CONSENT AGENDA

- ## 1. Housing Department

SUBJECT: Accessibility Remodel Project at Fashion Park and Concord Sites.

RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard approve and authorize execution of the following firm-fixed price contracts:

1. Agreement number A-8532 in the amount of \$1,832,249.88 with MDJ Management using funds previously appropriated from the 2023 Capital Fund grant for Section 504 compliance with the American Disabilities Act for properties located at 234 Fashion Park Place, 251 Fashion Park Place, and 257 Fashion Park Place.

2. Agreement number A- 8533 in the amount of \$1,221,499.92 with MDJ Management using funds previously appropriated from the 2022 Capital Fund grant for Section 504 compliance with the American Disabilities Act for properties located at 2950 Concord Drive and 2956 Concord Drive.

(The Community Services, Public Safety, Housing & Development Committee approved 2-0 on July 25, 2023 to approve the staff recommendation and to forward the item for Council approval.)

2. Housing Department

SUBJECT: Second Amendment to Agreement 9292-21-HO for Security Services.

RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard approve and authorize the execution of a Second Amendment to Agreement 9292-21-HO with Alltech Industries, Inc. in the amount of \$99,250.80 for a total agreement value of \$302,649.12 using funds from the Low Rent Public Housing Operating Funds budget and Housing Choice Voucher Administrative Fees budget.

(This item did not originate in Committee. The terms of the original agreement were considered by Board of Commissioners on September 7, 2021.)

3. City Attorney Department

SUBJECT: Omnibus City Code Update

RECOMMENDATION: That the City Council adopt an **Ordinance 3031** titled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING VARIOUS SECTIONS OF THE OXNARD CITY CODE TO ADDRESS CHANGES IN STATE LAW, CORRECT ERRORS, AND UPDATE GENDER-NEUTRAL REFERENCES.”

(The Finance & Governance Committee approved 3-0 on July 25, 2023)

4. Housing Department

SUBJECT: Encampment Resolution Grant. (10 minutes)

RECOMMENDATION: That the City Council:

1. Find that there is a need to take immediate action on the following item and that the need for action came to the attention of City staff subsequent to this agenda being posted (2/3 vote required); and

If the City Council makes this finding, that the City Council:

2. Approve receipt of an Encampment Resolution Fund grant from the State of California in the amount of \$4,015,638.88 to respond to the continuing need at the homeless encampments located on McWane Boulevard and at Fifth Street east of Harbor Boulevard;
3. Authorize the City Manager, or designee, to execute the Standard Agreement and corresponding documents with the State of California for the receipt and use of the Encampment Resolution Fund grant;

4. Approve and authorize the City Manager, or designee, to execute an agreement with the County of Ventura and the Ventura County Continuum of Care for partnership with delivery of encampment response in an amount not to exceed \$663,448.26;

5. Approve and authorize the City Manager, or designee, to execute a Consultant Professional Services agreement with LeSar Support Services for grant administration in an amount not to exceed \$90,000 for one year, with the option to extend the agreement for up to four additional one-year terms; and

6. Authorize the City Manager, or designee, to approve budget appropriations for the use of grant funds.

(This item did not originate in Committee.)

Consent Items L.1 – L.4

Mayor Pro Tem MacDonald requested, and Councilwoman Basua seconded, that staff from the Police Department and the City Attorney's Department evaluate the Homelessness Ordinance and report back to Council with recommendations on a future agenda.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilwoman Basua, to approve the recommended action with a change to Omnibus City Code Update part 6 to read Section 2-136(b), rather than Section 2-136. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela Zavala, and Zaragoza voted in favor; the motion passed 7-0.

M. PUBLIC HEARINGS

1. Community Development Department

SUBJECT: Continuance of Noticed Public Hearing to Date Certain.

RECOMMENDATION: That the City Council continue the noticed public hearing on Planning & Zoning (PZ) Permit No. 23-580-02 (Zoning Text Amendments (ZTA) to the existing regulation of commercial cannabis manufacturing, distribution, testing, and retail dispensaries and creation of indoor commercial cannabis cultivation regulations) to the October 3, 2023 Council Meeting.

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

N. REPORTS

1. Public Works Department

SUBJECT: County of Ventura Funding Agreement A-8534 for Channel Islands Harbor Water Quality Remediation. (10 minutes)

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute a funding Agreement with the County of Ventura,

wherein the County shall pay an amount not to exceed \$1,300,000 to the City for portions of water quality expenses in Channel Islands Harbor; and

2. Recognize the \$1,300,000 funding as a contribution from the County to the General Fund (101), and therefrom appropriate \$300,000 to ARPA Harbor Quality Feasibility Project (G2232) and \$1,000,000 to the ARPA Harbor Water Quality Mitigation Project (M2211).

This item did not originate in Committee as it is a project previously approved by the City Council through the ARPA project selection process.

Michael Wolfe, Public Works Director, was available to answer questions. A public comment was received from Stephanie (last name unknown). Discussion ensued among the council and staff.

Prior to consideration of this item, Councilmember Teran recused himself and announced his conflict due to his professional relationship with the County of Ventura.

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

2. Public Works Department

SUBJECT: Second Amendment to Trade Services Agreement A-8230 with Sweeping Corporation of America of California for Citywide Street Sweeping Services. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize:

1. The Mayor to execute a Second Amendment to an Agreement with Sweeping Corporation of America of California (SCA) for citywide street sweeping services, alleyways, parking lots, parking structures and city facilities; extending the term for nine (9) months from October 1, 2023 to June 30, 2024 and increasing the contract total by \$2,050,000 for a new contract total not to exceed: \$3,850,000 to comply with new State of California mandate for prevailing wage; and
2. A budget appropriation request in the amount of \$1,292,312 from the General Fund (101) available fund balance for the Public Works Department for this Amendment in FY 2023-24.

(This is a continuation of an agreement that originated in Committee on September 8, 2020, and was approved by Council on October 6, 2020)

Brian Yanez, Assistant Public Works Director, was available to answer questions. No public comments were received. Discussion ensued among the council and staff.

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

3. City Manager Department

SUBJECT: Approval of a Funding Agreement between the City and the County of Ventura for the New Family Justice Center in Oxnard. (10 minutes)

RECOMMENDATION: That the City Council:

1. Adopt a **Resolution No. 15,742** authorizing the Mayor to execute a Funding Agreement with the County of Ventura for \$2,000,000 for the purchase of the building located at 554-555 South A Street for the Oxnard Family Justice Center; and
2. Authorize the City Manager or designee to execute the necessary actions to effectuate the transfer of funds.

This item did not originate in Committee as it is a project previously approved by the City Council through the ARPA project selection process.

Alex Nguyen, City Manager was available to answer questions. No public comments were received. Discussion ensued among the council and staff.

Prior to consideration of this item, Councilmember Teran recused himself and announced his conflict due to his professional relationship with the County of Ventura.

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

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 8:43 p.m.

DEE LAI
Assistant City Clerk

JOHN C. ZARAGOZA
Mayor



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. K.2

DATE: October 17, 2023

TO: City Council

FROM: Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Adoption of Ord. No. 3032 - Planning & Zoning (PZ) Permit No. 23-580-02: Zoning Text Amendments (ZTA) to the existing regulation of commercial cannabis manufacturing, distribution, testing, and retail dispensaries and creation of indoor commercial cannabis cultivation regulations.

RECOMMENDATION

That the City Council adopt Ordinance No. 3032 amending Chapters 11 and 16 of the Oxnard City Code pertaining to regulation of cannabis manufacturing, distribution, testing, and retail dispensaries; and amending Oxnard City Code Chapters 11 and 16 to allow up to five (5) indoor cannabis cultivators and eight (8) identified areas in the City where indoor cannabis cultivation is permitted.

(Council and Council Committee provided feedback in 2020 and 2023, respectively. That feedback and the Committee's 3:0 support of cultivation was incorporated into a draft indoor cultivation ordinance and presented to the Planning Commission for the subject item before the City Council).

BACKGROUND

Ordinance No. 3032 was introduced to the City Council at its October 3, 2023 meeting. Following a public hearing, the Council introduced the ordinance for first reading by title only, waiving further reading by a 7-0 vote. If adopted by Council on October 17, 2023, the ordinance will take effect in thirty days, on November 16, 2023.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

Adoption of the new cultivation ordinance will enable the City to potentially capture additional cannabis related revenues as identified in the October 3rd City Council staff report. These revenues will depend upon the cultivation market and could vary between \$350,000 - \$500,000 annual revenue to the City.

COMMITTEE OUTCOME

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

Prepared by: Kathleen Mallory, Planning & Sustainability Manager

ATTACHMENTS

1. City Council Ordinance - Chapters 11 and 16 - New Provisions

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 3032

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING THE OXNARD CITY CODE (OCC) CHAPTERS 11 AND 16 PERTAINING COMMERCIAL CANNABIS ACTIVITY (ZONING TEXT AMENDMENT; PZ NO. 23-580-02); AND INCORPORATE COMMERCIAL CANNABIS CULTIVATION (SECTIONS 16-163 AND AN AMENDMENT TO OCC CHAPTERS 11 AND 16 TO ALLOW UP TO FIVE (5) INDOOR COMMERCIAL CANNABIS CULTIVATORS IN EIGHT (8) IDENTIFIED AREAS OF THE CITY.

WHEREAS, the City Council of the City of Oxnard has considered Zone Text Amendment (ZTA) PZ No. 23-580-02, filed by the City of Oxnard Long Range Planning and Sustainability Division, to amend Chapters 11 and 16 of the OCC (Section 16-163 and Section 16-179); and

WHEREAS, on January 24, 2023, the Community Services, Public Safety, Housing & Development Committee (“Committee”) voted 3-0 in favor of increasing the number of commercial cannabis cultivators permitted to operate in the city from two (2) to five (5). The Committee was also supportive of expanding the location of cultivation to be coterminous with the locations where cannabis manufacturing, distribution, and testing is allowed, with the expectation of the Rose Santa Clara Corridor Specific Plan area; and

WHEREAS, on August 3, 2023, the Planning Commission of the City of Oxnard conducted a duly noticed public hearing to consider approving a resolution recommending that the City Council of the City of Oxnard approve amendments to the OCC pertaining to regulation of cannabis manufacturing, distribution, testing, and retail dispensaries; and an amendment to OCC Chapters 11 and 16 to allow up to five (5) indoor commercial cannabis cultivators in six (6) identified areas of the City (Zoning Code Text Amendments No. PZ 23-580-02); and

WHEREAS, the Planning Commission received written and verbal comments from the public; and

WHEREAS, the Planning Commission finds that the proposed ZTA is in the public interest and reflects the input from residents, stakeholders in the community, and decision-makers. There are no changes recommended under the proposed ZTA that would reduce or compromise existing standards that protect the health, safety or general welfare of the City; and

WHEREAS, the proposed Zone Code amendment is incorporated by reference and attached as the following exhibit:

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Section 1. Article XVII of Chapter 11 of the Oxnard City Code regarding Commercial Cannabis Activity is hereby repealed and readopted to read as follows:

ARTICLE XVII. COMMERCIAL CANNABIS ACTIVITY

SEC. 11-450. PURPOSE AND INTENT.

It is the purpose and intent of this article to implement the provisions of the Medicinal and Adult Use Cannabis Regulation and Safety Act (“MAUCRSA”) to accommodate the needs of medically-ill persons in need of and provide access to cannabis for medicinal purposes as recommended by their health care provider(s), and to provide access to adult-use for persons over the age of 21 as authorized by the Control, Regulate and Tax Adult Use Cannabis Act (“AUMA” or “Proposition 64” enacted by California voters in 2016), while imposing sensible regulations on the use of land to protect the city’s residents, neighborhoods, and businesses from disproportionately negative impacts. As such, it is the purpose and intent of this article to regulate the cultivation, processing, manufacturing testing, sale, delivery, distribution and transportation of cannabis and cannabis products in a responsible manner to protect the health, safety, and welfare of the residents of the City of Oxnard and to enforce rules and regulations consistent with State law. It is the further purpose and intent of this article to require all commercial cannabis operators to obtain and renew annually a permit to operate within the City of Oxnard. Nothing in this article is intended to authorize the possession, use, or provision of cannabis for purposes that violate State or federal law. The provisions of this article are in addition to any other permits, licenses and approvals which may be required to conduct business in the city, and are in addition to any permits, licenses and approval required under State, city, or other law.

SEC. 11-451. LEGAL AUTHORITY.

Pursuant to Sections 5 and 7 of Article XI of the California Constitution, the provisions of the Medicinal and Adult Use Cannabis Regulation and Safety Act (hereinafter “MAUCRSA”), any subsequent State legislation and/or regulations regarding same, the City of Oxnard is authorized to adopt ordinances that establish standards, requirements and regulations for the licensing and permitting of commercial cannabis activity. Any standards, requirements, and regulations regarding health and safety, security, and worker protections established by the State of California, or any of its departments or divisions, shall be the minimum standards applicable in the City of Oxnard to all commercial cannabis activity.

SEC. 11-452. COMMERCIAL CANNABIS ACTIVITIES PROHIBITED UNLESS SPECIFICALLY AUTHORIZED BY THIS ARTICLE.

Except as specifically authorized in this article, the commercial cultivation, manufacturing, processing, storing, laboratory testing, labeling, sale, delivery, distribution or transportation (other than as provided under Cal. Bus. and Prof. Code, Section 26090(e)), of cannabis or cannabis product is expressly prohibited in the City of Oxnard.

SEC. 11-453. COMPLIANCE WITH STATE AND LOCAL LAWS.

It is the responsibility of the owners and operators of a commercial cannabis business to ensure that it is always operating in a manner compliant with all applicable State and local laws, and any regulations promulgated thereunder. Nothing in this article shall be construed as authorizing any actions that violate federal, State law or local law with respect to the operation of a commercial cannabis business. It shall be the responsibility of the owners and the operators of the commercial cannabis business to ensure that the commercial cannabis business is, at all times, operating in a manner compliant with all applicable federal, State and local laws, including the Medicinal and Adult Use Cannabis Regulation and Safety Act (“MAUCRSA”), and any subsequently enacted State law or regulatory, licensing, or certification requirements, and any specific, additional operating procedures or requirements which may be imposed as conditions of approval of the local commercial cannabis business permit. Nothing in this article shall be construed as authorizing any actions that violate federal or State law regarding the operation of a commercial cannabis business.

SEC. 11-454. DEFINITIONS.

When used in this article, the following words shall have the meanings ascribed to them as set forth herein. Any reference to California statutes includes any regulations promulgated thereunder and is deemed to include any successor or amended version of the referenced statute or regulatory provision.

(A) A-LICENSE - A State license issued by the Department of Cannabis Control (DCC) for cannabis or cannabis products that are intended for adults 21 years of age and over and who do not possess a valid State issued medical cannabis card.

(B) A-LICENSEE - Any Person holding a license for cannabis or cannabis products that are intended for adults 21 years of age and over and who do not possess a state issued medical cannabis card.

(C) APPLICANT - An owner applying for a commercial cannabis business permit pursuant to this article.

(D) BATCH - A specific quantity of homogeneous cannabis or cannabis product that is one of the following types:

(1) HARVEST BATCH - A specifically identified quantity of dried flower or trim, leaves, and other cannabis plant matter that is uniform in strain, harvested at the same time, and, if applicable, cultivated using the same pesticides and other agricultural chemicals and harvested at the same time.

(2) MANUFACTURED CANNABIS BATCH - Either of the following:

(a) An amount of cannabis concentrates or extract that is produced in one production cycle using the same extraction methods and standard operating procedures.

(b) An amount of a type of manufactured cannabis produced in one production cycle using the same formulation and standard operating procedures.

(E) CANNABIS - All parts of the Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. CANNABIS also means the separated resin, whether crude or purified, obtained from cannabis. CANNABIS does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this article, CANNABIS does not mean “industrial hemp” as defined by Cal. Health and Safety Code, Section 11018.5 or Cal. Food and Agricultural Code Section 81000.

(F) CANNABIS ACCESSORIES - The same meaning as in Cal. Health and Safety Code, Section 11018.2.

(G) CANNABIS CONCENTRATE - Cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product’s potency. Resin from granular trichomes from a cannabis plant is a concentrate for purposes of this article. A cannabis concentrate is not considered food, as defined by Cal. Health and Safety Code, Section 109935, or drug, as defined by Cal. Health and Safety Code, Section 109925.

(H) CANNABIS PRODUCT - A product containing cannabis, including, but not limited to, manufactured cannabis, - intended to be sold for use by cannabis patients in California pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Cal. Health and Safety Code, Section 11362.5 (as the same may be amended from time-to-time) or pursuant to the Adult Use of Cannabis Act. For purposes of this article, “cannabis” does not include industrial hemp as defined by Cal. Food and Agricultural Code, Section 81000, or Cal. Health and Safety Code, Section 11018.5.

(I) CANNABIS PRODUCTS - The same meaning as in Cal. Health and Safety Code, Section 11018.1.

(J) CANNABIS WASTE - Any material intended for disposal that contains cannabis but is not otherwise considered a hazardous waste. Cannabis waste consisting solely of plant material shall be considered an organic waste as defined in Public Resources Code section 42649.8(d).

(K) CANOPY - The designated area(s) at a licensed premise, except nurseries that will contain mature plants at any point in time.

(1) CANOPY shall be calculated in square feet and measured using clearly identifiable boundaries of all areas(s) that will contain mature plants at any point in time, including all of the space(s) within the boundaries; and

(2) CANOPY may be non contiguous but each unique area included in the total canopy calculation shall be separated by an identifiable boundary which include, but are not limited to: interior walls, shelves, greenhouse walls, hoop house walls, garden benches, hedgerows, fencing, garden beds or garden plots; and

(3) If mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total CANOPY calculation.

(L) CAREGIVER or PRIMARY CAREGIVER - The same meaning as that term is defined in Cal. Health and Safety Code, Section 11362.7.

(M) CHILD RESISTANT - Designed or constructed to be significantly difficult for children under five years of age to open, and not difficult for normal adults to use properly.

(N) CITY - The City of Oxnard including the area within the territorial city limits of the city and such territory outside of the city over which the city council has jurisdiction or control by virtue of any provision of law.

(O) COMMERCIAL CANNABIS ACTIVITY - Includes the possession, manufacturing, distribution, cultivation, processing, storing, laboratory testing, packaging, labeling or transportation of cannabis and cannabis products as provided for in this division.

(P) COMMERCIAL CANNABIS BUSINESS - Any business or operation which engages in medicinal or adult-use commercial cannabis activity.

(Q) COMMERCIAL CANNABIS BUSINESS PERMIT - A regulatory permit required to be issued to a commercial cannabis business by the City of Oxnard prior to commercial cannabis activity being conducted. Such permit cannot be issued before a Certificate of Occupancy is granted for the location at which the commercial cannabis business will be located. The initial permit and annual renewal of a commercial cannabis business permit is made expressly contingent upon the business's ongoing compliance with all of the requirements of this article and any regulations adopted by the city governing the commercial cannabis activity at issue.

(R) CULTIVATION - Any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

(S) CULTIVATION SITE - A location where cannabis is planted, grown, harvested, dried, cured, graded, or trimmed, or a location where any combination of those activities occurs.

(T) CUSTOMER - A natural person 21 years of age or over, or a natural person 18 years of age or older who possesses a State issued medical cannabis identification card.

(U) **DELIVERY** - The commercial transfer of cannabis or cannabis products to a customer. DELIVERY also includes the use by a retailer of any technology platform owned and controlled by the retailer.

(V) **DEPARTMENT OF CANNABIS CONTROL (DCC)** - The lead State agency or successor agency responsible for regulating and licensing commercial medicinal and adult use cannabis in California, which is also responsible for licensing retailers, cultivators, distributors, testing laboratories, microbusinesses, and temporary cannabis events.

(W) **DISTRIBUTION** - The procurement, sale, and transport of cannabis and cannabis products between licensees.

(X) **DISTRIBUTOR** - A Person holding a valid commercial cannabis business permit for distribution issued by the City of Oxnard, and, a valid State license for distribution, required by State law to engage in the business of purchasing cannabis from a licensed cultivator, or cannabis products from a license manufacturer, for sale to a licensed retailer.

(Y) **DRIED FLOWER** - All dead cannabis that has been harvested, dried, cured, or otherwise processed, excluding leaves and stems.

(Z) **EDIBLE CANNABIS PRODUCT** - Cannabis product that is intended to be used, orally, in whole or in part, for human consumption. For purposes, “edible cannabis product” includes cannabis products that dissolve or disintegrate in the mouth, but does not include any product otherwise defined as “cannabis concentrate.”

(AA) **FUND** - The Cannabis Control Fund established pursuant to Cal. Bus. and Prof. Code, Section 26210.

(BB) **GREENHOUSE** - A fully enclosed permanent structure that is clad in transparent material with climate control, such as heating and ventilation capabilities and supplemental artificial lighting, and that uses a combination of natural and supplemental lighting for cultivation.

(CC) **INDOOR CULTIVATION** - The cultivation of cannabis within a permanent structure using exclusively artificial light.

(DD) **KIND** - Applicable type or designation regarding a particular cannabis variant or cannabis product type, including, but not limited to, strain name or other grower trademark, or growing area designation.

(EE) **LABELING** - Any label or other written, printed, or graphic matter upon a cannabis product, upon its container.

(FF) **LICENSE** - A State license issued by the State and includes both an A-license and an M-license, as well as a testing laboratory license.

(GG) LICENSEE - Any person holding a license under this article, regardless of whether the license held is an A-license or an M-license, and includes the holder of a testing laboratory license.

(HH) LICENSING AUTHORITY - The City of Oxnard and/or State agency responsible for the issuance, renewal, or reinstatement of the license, or the City of Oxnard and/or State agency authorized to take disciplinary action against the licensee.

(II) LIMITED-ACCESS AREA - An area in which cannabis is stored or held and is only accessible to a licensee or permittee and authorized personnel.

(JJ) LIVE PLANTS - Living cannabis flowers and plants, including seeds, immature plants, and vegetative stage plants.

(KK) LOCAL JURISDICTION - A city, county or city and county.

(LL) LOCAL EQUITY APPLICANT - Applicant with at least 40% local ownership in the aggregate. Ownership shall not fall below 40% at any time and for the life of the commercial cannabis business permit issued by the city. If an applicant does not obtain a commercial cannabis business permit based upon the local equity status, then that applicant shall not be deemed a local equity applicant.

(MM) LOCAL OWNERSHIP - Ownership interest(s) held by one or more natural persons who are a resident within the city's corporate boundaries as of the date the application is submitted and who maintain local residency at all times while their ownership interest(s) are used for qualifying as a local equity applicant for one or more commercial cannabis business permits. A minimum of 40% of cannabis ownership (in the aggregate) is required to be composed of residents of the City of Oxnard for the duration of the commercial cannabis business permit issued to the Local Equity Applicant. Factors used to determine local residency shall include (as applicable) but are not limited to the following: ownership or rental of dwelling unit within the city's corporate boundaries that is the primary residence; California driver's license with a residential address within the city's corporate boundaries that is the primary residence; voter registration at a residential address within the city's corporate boundaries that is the primary residence; residential address within the city's corporate boundaries used for filing State and federal income tax returns that is the primary residence; and the natural person does not have a homestead exemption in any jurisdiction other than within the city's corporate boundaries. Local ownership is subject to ongoing verification under penalty of perjury. Failure to maintain a minimum of 40% local ownership is grounds for revocation of the commercial cannabis business permit..

(NN) LOT - A batch or a specifically identified portion of a batch.

(OO) M-LICENSE - A State license issued by the State for commercial cannabis activity involving medicinal cannabis.

(PP) M-LICENSEE - Any Person holding a license by the State for commercial cannabis activity involving medicinal cannabis.

(QQ) MANUFACTURE - To compound, blend, extract, infuse, or otherwise make or prepare a cannabis product.

(RR) MANUFACTURED CANNABIS - Raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, extraction or other manufactured product intended for internal consumption through inhalation or oral ingestion or for topical application.

(SS) MANUFACTURER - A licensee that conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or container.

(TT) MANUFACTURING SITE - A location that produces, prepares, propagates, or compounds cannabis or cannabis products, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and is owned and operated by a person issued a valid commercial cannabis business permit for manufacturing from the City of Oxnard and, a valid State license as required for manufacturing of cannabis products.

(UU) MEDICINAL CANNABIS or MEDICINAL CANNABIS PRODUCT - Cannabis or a cannabis product, respectively, intended to be sold for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Cal. Health and Safety Code, Section 11362.5, by a medicinal cannabis patient in California.

(VV) MIXED-LIGHT CULTIVATION - The cultivation of cannabis in a greenhouse, glasshouse, conservatory, hothouse, or other similar structure using light deprivation and/or one of the artificial lighting models, excluding hoop structures.

(WW) NONVOLATILE SOLVENT - Any solvent used in the extraction process that is not a volatile solvent. For purposes of this article, a nonvolatile solvent includes carbon dioxide (CO2) used for extraction and ethanol used for extraction or post-extraction processing.

(XX) NURSERY - A licensee that produces only clones, immature plants, seeds, and other agricultural products used specifically, for the propagation and cultivation of cannabis.

(YY) OPERATION - Any act for which a license is required under the provisions of this article, or any commercial transfer of cannabis or cannabis products.

(ZZ) OUTDOOR CULTIVATION - The cultivation of cannabis, outside of a structure, without the use of artificial lighting in the canopy area at any point in time. Cultivation within a hoop structure is considered outdoor cultivation.

(AAA) OWNER - Any of the following:

(1) An individual with an ownership interest in the Person with the commercial cannabis business permit or a licensee, unless the interest is solely a security, lien, or encumbrance.

(2) The manager of a nonprofit or other entity.

(3) A member of the board of directors.

(4) An individual who will be participating in the direction, control, or management of the business, or who has a financial interest in the business other than a fixed lease of real property.

(BBB) PACKAGE - Any container or receptacle used for holding cannabis or cannabis products.

(CCC) PATIENT or QUALIFIED PATIENT - The same definition as Cal. Health and Safety Code, Sections 11362.7 et seq., as it may be amended, and which means a person who is entitled to the protections of Cal. Health and Safety Code, Section 11362.5.10.

(DDD) PERSON - Includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.

(EEE) PERSON WITH AN IDENTIFICATION CARD - The meaning given that term by Cal. Health and Safety Code, Section 11362.7.

(FFF) PREMISES - The designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or licensee where the commercial cannabis activity will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one licensee unless the operator is granted a M-license and an A-license for the same type of activity and such operation is lawful under State and local laws, rules and regulations.

(GGG) PROCESSING - A cultivation site that conducts only trimming, drying, curing, grading, packaging, or labeling of cannabis and non manufactured cannabis products.

(HHH) PURCHASER - The customer who is engaged in a transaction with a licensee for purposes of obtaining cannabis or cannabis products.

(III) RETAILER - A commercial cannabis business facility where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered for retail sale by an operator who holds both a valid commercial cannabis business permit from the City of Oxnard, and a valid State license as required by State law to operate as a retailer.

(JJJ) SELL, SALE, and TO SELL - Include any transaction whereby, for any consideration, title to cannabis or cannabis products are transferred from one Person to another, and includes the delivery of cannabis or cannabis products pursuant to an order placed for the purchase of the same and soliciting or receiving an order for the same, but does not include the return of cannabis or cannabis products by a licensee to the licensee from whom the cannabis or cannabis product was purchased.

(KKK) STATE LICENSE - A permit or license issued by the State of California, or one of its departments or divisions, under MAUCRSA and any subsequent State of California legislation regarding the same to engage in commercial cannabis activity.

(LLL) TESTING LABORATORY - A laboratory, facility, or entity in the State that offers or performs tests of cannabis or cannabis products and that is both of the following:

(1) Accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the State.

(2) Licensed by the State of California.

(MMM) TOPICAL CANNABIS - A product intended for external application and/or absorption through the skin. A topical cannabis product is not considered a drug as defined by Cal. Health and Safety Code, Section 109925.

(NNN) TRANSPORT - The transfer of cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting commercial cannabis activity authorized by MAUCRSA which may be amended or repealed by any subsequent State of California legislation regarding the same.

(OOO) UNIQUE IDENTIFIER - An alphanumeric code or designation used for reference to a specific plant on a licensed premises and any cannabis or cannabis product derived or manufactured from that plant.

(PPP) VOLATILE SOLVENT - Any solvent that is or produces a flammable gas or vapor that, when present in the air in sufficient quantities, will create explosive or ignitable mixtures. Examples of VOLATILE SOLVENTS include, but are not limited to, butane, hexane, and propane.

(QQQ) YOUTH CENTER - Any public or private facility that is primarily used to host recreation or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades where ten or more video games or game machines or devices are operated, and where minors are legally permitted to conduct business, or similar amusement park facilities. It shall also include a park, playground or recreational area specifically designed to be used by children which has play equipment installed, including public grounds designed for athletic activities such as baseball, softball, soccer, or basketball or any similar facility located on a public or private school grounds, or on city, county or State parks. This definition shall not include any private martial arts, yoga, ballet, music, art studio or similar studio of this nature nor shall it include any private gym, athletic training facility, pizza parlor, dentist office, doctor's office primarily serving children or a location which is primarily utilized as an administrative office or facility for youth programs or organizations.

SEC. 11-455. CANNABIS EMPLOYEE PERMIT REQUIRED.

(A) Any person who is an employee or who otherwise works within a commercial cannabis business must be legally authorized to do so under applicable State law.

(B) Any person who is an employee or who otherwise works, manages or is an Owner of a commercial cannabis business must obtain a commercial cannabis employee work permit from the city.

(C) Applications for a commercial cannabis employee work permit shall be developed, made available, and processed by the city manager or his or her designee(s), and shall include, but not be limited to, the following information:

(1) Name, address, and phone number of the applicant;

(2) Age and verification of applicant. A copy of a birth certificate, driver's license, government issued identification card, passport or other proof that the applicant is at least 21 years of age must be submitted with the application;

(3) Name, address of the commercial cannabis business and the name of the primary manager of that business;

(4) A list of any crimes enumerated in Cal. Bus. and Prof. Code, Section 26057(b)(4) for which the applicant or employee has been convicted;

(5) The application shall be accompanied by fingerprints and a recent photograph of the applicant in a form and manner as required by the city manager or his or her designee(s);

(6) A signed statement under penalty of perjury that the information provided is true and correct;

(7) If applicable, verification that the applicant is a qualified patient or primary caregiver;

(8) A fee paid in an amount set by resolution of the city council in an amount necessary to cover the costs of administering the employee work permit programs. The fee is non-refundable and shall not be returned in the event the work permit is denied or revoked.

(D) (1) The applicable city department head or his or her designee(s) shall review the application for completeness, shall conduct a background check to determine whether the applicant was convicted of a crime or left a previous employer for reasons that show the applicant:

(a) Has been convicted of a crime involving dishonesty, fraud or deceit, including but not limited to fraud, forgery, theft, or embezzlement as those offenses are defined in Cal. Penal Code, Sections 186.11, 470, 484, and 504a; or

(b) Has committed a felony or misdemeanor involving fraud, deceit, embezzlement; or

(c) Was convicted of a violent felony, a crime of moral turpitude; or

(d) The illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, except for cannabis

related offenses for which the conviction occurred after the passage of the Compassionate Use Act of 1996.

(2) Discovery of these facts showing that the applicant is dishonest or has been convicted of the requisite crimes are grounds for denial of the permit. Where the applicant's sentence (including any term of probation, incarceration, or supervised release) for possession of, possession for sale, sale, manufacture, transportation, or cultivation of a controlled substance is completed, such underlying conviction shall not be the sole ground for denial of a commercial cannabis work permit. Furthermore, an applicant shall not be denied a permit if the denial is based solely on any of the following: (i) a conviction for any crime listed in subsection (D)(1)(d) above for which the applicant has obtained a certificate of rehabilitation pursuant to Cal. Penal Code, Chapter 3.5 (commencing with Section 4852.01) of Title 6 of Part 3, or (ii) a conviction that was subsequently dismissed pursuant to Cal. Penal Code, Sections 1203.4, 1203.4a, or 1203.41 or any other provision of State law allowing for dismissal of a conviction.

(E) The applicable department head or his or her designee(s) shall issue the commercial cannabis employee permit or a written denial to the applicant within 30 days of the date the application was deemed complete. In the event the cannabis employee work permit cannot be issued within this time period, then the city manager or his or her designee(s) may issue a temporary work permit for an employee upon completing a preliminary background check and if the business can demonstrate to the city manager or his or her designee(s) that the employee is necessary for the operation of the business. The temporary permit may be immediately revoked by the city manager or his or her designee(s) upon determination that the applicant has failed the background check or upon the issuance of the permanent work permit.

(F) An employee work permit shall be valid for a 36-month period and must be renewed every three years. Renewal applications shall contain all the information required in subsection (C) above including the payment of a renewal application fee in an amount to be set by resolution of the city council.

(G) In the event a person changes employment from one commercial cannabis business in the city to another, the work permit holder shall notify the applicable department head or his or her designee(s) in writing of the change within ten days, or the work permit shall be suspended or revoked, and such person shall not be permitted to work at any commercial cannabis business in the city.

(H) The city may immediately revoke the commercial cannabis employee permit should the permit holder be convicted of a crime listed in subsection (D) above or if facts become known to the city that the permit holder has engaged in activities showing that he or she has been convicted of a crime involving dishonesty.

(I) The city manager or his or her designee(s) is hereby authorized to promulgate all regulations necessary to implement the work permit process and requirements.

(J) The applicant may appeal the denial or revocation of a commercial cannabis employee permit by filing a notice of appeal with the city clerk within ten days of the date the applicant

received the notice of denial. The city manager or his or her designee shall hear such appeal and his or her decision shall be final and not subject to further appeals.

(K) The applicable city department head or his or her designee(s) shall issue a permit in the form of a personal identification card that can be worn in a prominent and visible location. The identification card shall be maintained in good and readable condition at all times.

SEC. 11-456. MAXIMUM NUMBER AND TYPE OF AUTHORIZED COMMERCIAL CANNABIS BUSINESSES PERMITTED.

(A) The number of each type of commercial cannabis business that shall be permitted to operate in the city at any one time shall be as follows:

(1) Cannabis manufacturing - Maximum of eight (8) at any one time, with up to three permits issued to local equity applicants.

(2) Cannabis testing lab - Maximum of one (1) at any one time.

(3) Cannabis distributor - Maximum of three (3) at any one time, with up to three permits issued to local equity applicants.

(4) Cannabis retail - Maximum of sixteen (16) at any one time, with up to three permits issued to local equity applicants.

(5) Cannabis cultivation - Maximum of five (5) at any one time.

(B) This section is only intended to create a maximum number of commercial cannabis businesses that may be issued permits to operate in the city under each category. Nothing in this article creates a mandate that the city council must issue any or all of the commercial cannabis business permits.

(C) Each year following the city manager's initial award of commercial cannabis business permits, if any, or at any time at the city council's discretion, the city council may reassess the number of commercial cannabis business permits which are authorized for issuance. The city council at its discretion, may determine that the number of commercial cannabis business permits should remain the same, or be expanded.

SEC. 11-457. COMMERCIAL CANNABIS BUSINESS PERMIT; APPLICATION PROCEDURE.

(A) The city manager or his or her designee shall adopt the procedures to govern the application process, and the manner in which the decision will ultimately be made regarding the issuance of any commercial cannabis business permit(s), which shall include or require the city manager to provide detailed objective review criteria to be evaluated on a point system or equivalent quantitative evaluation scale tied to each set of review criteria ("review criteria"). The city manager or his or her designee(s) shall be authorized to prepare the necessary forms, adopt

any necessary rules to the application, regulations and processes, solicit applications, and conduct initial evaluations of the applicants.

(B) At the time of filing, each applicant shall pay an application fee established by resolution of the city council, to cover all costs incurred by the city in the application process.

(C) After the initial review, ranking, and scoring under the review criteria, the city manager or his or her designee(s) will make a final determination in accordance with this section and shall either deny or approve the final candidates and shall select the top candidates in each category of the commercial cannabis businesses. Notwithstanding anything in this article to the contrary, the city manager's decision as to the selection of the prevailing candidates shall be final and shall not be subject to appeal.

(D) Official issuance of the commercial cannabis business permit(s) is conditioned upon the prevailing candidate(s) obtaining all required land use approvals and completing to the city's satisfaction all conditions of approval required for the site to be issued a certificate of occupancy and commercial cannabis business permit.. Following the city manager's selection of the Person who shall be issued a commercial cannabis business permit, the prevailing candidate(s) shall apply to the city's community development department to obtain required land use approvals or entitlements pursuant to Section 16-163. A special use permit (SUP) or a development design review (DDR) permit shall be required prior to the issuance of building permits. The SUP and DDR shall expire one year after issuance if the applicant has not diligently pursued obtaining the necessary building permits and complying with the conditions of approval needed for the business to open at the approved location. The permittee's location and use approvals shall include compliance with all applicable provisions of the California Environmental Quality Act. The community development director shall formally issue the commercial cannabis business permit(s) once the community development director or his or her designee(s) affirms that all of the required land use approvals have been obtained and all required conditions of approval have been complied with.

(E) Issuance of a commercial cannabis business permit does not create a land use entitlement. The commercial cannabis business permit shall only be for a term of 12 months and shall expire at the end of the 12- month period unless it is renewed as provided herein. Furthermore, no permittee may begin operations, notwithstanding the issuance of a commercial cannabis business permit, unless all of the State and local laws and regulations, including but not limited to the requirements of this article and of the permit, have been complied with.

(F) Notwithstanding anything in this article to the contrary, the city manager reserves the right to reject any or all applications if the city manager determines it would be in the best interest of the city, taking into account any health, safety and welfare impacts on the community. Applicants shall have no right to a commercial cannabis business permit until a permit is actually issued, and then only for the duration of the permit's term. Each applicant assumes the risk that, at any time prior to the issuance of a permit, the city council may terminate or delay the program created under this article.

(G) If an application is denied, a new application may not be filed for one year from the date of the denial.

(H) Each Person granted a commercial cannabis business permit shall be required to pay the permit fee established by resolution of the city council, to cover the costs of administering the commercial cannabis business permit program created in this article.

(I) Preservation of rights. The city reserves the right to reject any or all applications. Prior to permit issuance by the city council, the city may also modify, postpone, or cancel any request for applications, or the entire program under this article, at any time without liability, obligation, or commitment to any party, firm, or organization, to the extent permitted under State law. Persons submitting applications assume the risk that all or any part of the program, or any particular category of permit potentially authorized under this article, may be canceled at any time prior to permit issuance. The city further reserves the right to request and obtain additional information from any candidate submitting an application. In addition to possible rejection for failure to comply with other requirements in this article, an applicant also risks being rejected for any of the following reasons:

- (1) Proposal received after designated time and date.
- (2) Proposal not containing the required elements, exhibits, nor organized in the required format.
- (3) Proposal considered not fully responsive to the request for permit application.

SEC. 11-458. PERSONS PROHIBITED FROM HOLDING A LICENSE OR EMPLOYEE WORK PERMIT.

Any person who has been issued any of the following actions or notices for non-compliance, shall be prohibited from holding a commercial cannabis business permit in the city, with such actions or notices also grounds for denial of a commercial cannabis business permit:

- (A) The applicant has been denied a license or has had a license suspended or revoked by any city, county, city and county or any other State cannabis licensing authority;
- (B) The applicant was notified that they were conducting commercial cannabis activity in non-compliance with this chapter 11 or other City of Oxnard ordinances, codes or requirements in which they failed to discontinue operating in a timely manner;
- (C) Evidence that the applicant was in non-compliance of properly paying federal, State or local taxes and/or fees when notified by the appropriate agencies;
- (D) The applicant was conducting commercial cannabis activity in the city in violation of local and State law.

SEC. 11-459. EXPIRATION OF COMMERCIAL CANNABIS BUSINESS PERMITS.

Each commercial cannabis business permit issued pursuant to this article shall expire 12 months after the date of its issuance. Commercial cannabis business permits may be renewed as provided in section 11-461.

SEC. 11-460. REVOCATION OF PERMITS.

Commercial cannabis business permits may be revoked for any violation of any law and/or any rule, regulation and/or standard adopted pursuant to any policy, procedure or regulation in this article.

SEC. 11-461. RENEWAL OF COMMERCIAL CANNABIS BUSINESS PERMITS.

(A) An application for renewal of a commercial cannabis business permit shall be filed at least 60 calendar days prior to the expiration date of the current permit.

(B) The renewal application shall contain the current owner and employee information, copy of the owner's State license, the city business tax certificate, and such other information as required by the city.

(C) The applicant shall pay a regulatory compliance fee in an amount set by city council resolution. The regulatory compliance fee shall not exceed the reasonable cost incurred by the city to administer the program created by this article. The applicant shall pay this annual fee, at the time of renewal, on a yearly basis.

(D) An application for renewal of a commercial cannabis business permit may be rejected if any of the following exists:

- (1) The application is filed less than 60 days before its expiration.
- (2) The commercial cannabis business permit is suspended or revoked at the time of the application.
- (3) The commercial cannabis business has not been in regular and continuous operation in the four months prior to the renewal application.
- (4) The commercial cannabis business has failed to conform to the requirements of this article, or of any regulations adopted pursuant to this article.
- (5) The permittee fails or is unable to renew its State of California license.
- (6) If the city or State has determined, based on substantial evidence, that the permittee or applicant is in violation of the requirements of this article, of the city ordinance, or of the State rules and regulations, and the city or State has determined that the violation is grounds for termination or revocation of the commercial cannabis business permit.

(E) The city manager or his or her designee(s) is authorized to make all decisions concerning the issuance of a renewal permit. In making the decision, the city manager or his or her designee(s) is authorized to impose additional conditions to a renewal permit, if it is determined to be necessary to ensure compliance with State or local laws and regulations or to preserve the public health, safety or welfare. Appeals from the decision of the city manager or his or her designee(s) shall be handled pursuant to Sections 11-464 to 11-465.

(F) If a renewal application is rejected, a Person may file a new application pursuant to this article no sooner than one year from the date of the rejection.

SEC. 11-462. EFFECT OF STATE LICENSE SUSPENSION, REVOCATION, OR TERMINATION.

Suspension of a license issued by the State, or by any of its departments or divisions, shall immediately suspend the ability of a commercial cannabis business to operate within the city, until the State, or its respective department or division, reinstates or reissues the State license. Should the State, or any of its departments or divisions, revoke or terminate the license of a commercial cannabis business, such revocation or termination shall also revoke or terminate the ability of a commercial cannabis business to operate within the City of Oxnard.

SEC. 11-463. APPEALS.

Unless specifically provided elsewhere to the contrary, whenever an appeal is specifically provided for in this article, the appeal shall be conducted as prescribed in this article.

SEC. 11-464. APPEAL OF DECISION OF CITY MANAGER OR PLANNING COMMISSION.

(A) Within ten calendar days after the date of a decision of the city manager or his or her designee(s) to revoke, or suspend, or to add conditions to a permit, an aggrieved party may appeal such action by filing a written appeal with the city clerk setting forth the reasons why the decision was not proper.

(B) Within eighteen calendar days after the date of a decision of the planning commission to approve a special use permit pursuant to this article, an aggrieved party may appeal such action by filing a written appeal with the city clerk setting forth the reasons why the decision was not proper.

(C) At the time of filing, the appellant shall pay the designated appeal fee in an amount, established by resolution of the city council.

(D) Appeals shall be conducted in accordance with Section 16-465.

SEC. 11-465. APPEAL HEARING.

(A) Upon receipt of the written appeal pursuant to Section 11-464, the city clerk shall set the matter for a hearing before the city council. The city council shall hear the matter de novo and shall conduct the hearing pursuant to the procedures set forth by the city.

(B) The appeal shall be held within a reasonable time after the filing the appeal, but in no event later than 90 days from the date of such filing. The city shall notify the appellant of the time and location at least ten days prior to the date of the hearing.

(C) At the hearing, the appellant may present any information they deem relevant to the decision appealed. The formal rules of evidence and procedure applicable in a court of law shall not apply to the hearing. The decision of the city council shall be final.

SEC. 11-466. APPEAL OF DECISION OF COMMUNITY DEVELOPMENT DIRECTOR.

(A) Within ten calendar days after the date of a decision of the community developer director pursuant to this article, an aggrieved party may appeal such action by filing a written appeal with the city clerk setting forth the reasons why the decision was not proper. At the time of filing, the appellant shall pay the designated appeal fee, established by resolution of the city council.

(B) Upon receipt of the written appeal pursuant to subsection (A), the city clerk shall set the matter for a hearing before the planning commission. The planning commission shall hear the matter de novo and shall conduct the hearing pursuant to the procedures set forth by the city. The appeal shall be held within a reasonable time after filing the appeal, but in no event later than 90 days from the date of such filing. The city shall notify the appellant of the time and location at least ten days prior to the date of the hearing.

(C) At the hearing, the appellant may present any information they deem relevant to the decision appealed. The formal rules of evidence and procedure applicable in a court of law shall not apply to the hearing. The decision of the planning commission shall be final.

SEC. 11-467. CHANGE IN LOCATION; UPDATED REGISTRATION FORM.

Any time the location of a commercial cannabis business or retailer specified in the regulatory permit is proposed to be changed, the applicant shall be required to first secure a new commercial cannabis business permit, and discretionary land use permit for the new location before moving to that location, with such approvals subject to terminating the commercial cannabis business permit at the existing location so there is no net increase in the number of cannabis business permits issued within the city. The process and the fees shall be the same as for a new facility and in accordance with the regulations specified in this article. No proposed change in location shall be considered until such time as the original location has first been

opened for business for a minimum of one year consistent with the requirement of the city's regulations.

SEC. 11-468. TRANSFER OF CANNABIS BUSINESS PERMIT.

(A) The holder of a cannabis business permit shall not transfer ownership or control of the permit to another person unless and until the transferee obtains an amendment to the permit from the city manager or his or her designee stating that the transferee is now the permittee. Such an amendment may be obtained only if the transferee files an application with the city manager or his or her designee in accordance with all provisions of this article (as though the transferee were applying for an original cannabis business permit) accompanied by a transfer fee in an amount set by resolution of the city council (or if not set, shall be the same amount as the application fee), and the city manager or his or her designee determines, after hearing, in accordance with this section that the transferee passed the background check required for permittees and meets all other requirements of this article. The decision of the city manager is final. For the purposes of this subsection (A) "control" shall be deemed to be the aggregate transfer of 40% or more of the ownership of the permit.

(B) Commercial cannabis business permits issued through the grant of a transfer by the city manager or his or her designee shall be valid for a period of one year beginning on the day the city manager or his or her designee approves the transfer of the permit. Before the transferee's permit expires, the transferee shall apply for a renewal permit in the manner required by this article.

(C) Changes in ownership of a permittee business structure or a substantial change in the ownership of a permittee business entity (i.e changes that result in a cumulative change of more than 40% of the original ownership) must be approved by the city manager or his or her designee through the transfer process contained in subsection (A). Failure to comply with this provision is grounds for permit revocation.

(D) A permittee may change the form of business entity without applying to the city manager or his or her designee for a transfer of permit, provided that the membership of the new business entity is substantially similar to original permit holder business entity (at least 60% of the membership is identical). The permit holder shall notify the city manager in writing of the change within ten days of the change. Failure to comply with this provision is grounds for permit revocation.

(E) No commercial cannabis business permit may be transferred when the city manager or his or her designee has notified the permittee that the permit has been or may be suspended or revoked.

(F) Any attempt to transfer a commercial cannabis business permit either directly or indirectly in violation of this section is hereby declared void, and such a purported transfer shall be deemed a ground for revocation of the permit.

(G) Notwithstanding any language in this section to the contrary, no transfer of a local equity ownership interest in a business that obtained its commercial cannabis business permit as a local equity applicant shall be allowed if such proposed transfer would reduce the local equity interest in the commercial cannabis business to a level below that required for a local equity applicant.

SEC. 11-469. CITY BUSINESS TAX CERTIFICATE.

Prior to commencing operations, a commercial cannabis business shall obtain a City of Oxnard business tax certificate, pursuant to article I.

SEC. 11-470. BUILDING PERMITS AND INSPECTION.

Prior to commencing operations, a commercial cannabis business shall be subject to a mandatory building inspection and must obtain all required permits and approvals which would otherwise be required for any business of the same size and intensity operating in that zone. This includes but is not limited to obtaining any required building permit(s), the fire department approvals, health department approvals and other zoning and discretionary land use permit(s) and approvals.

SEC. 11-471. CERTIFICATION FROM THE COMMUNITY DEVELOPMENT DIRECTOR.

Prior to submittal of a commercial cannabis business permit, the applicant shall obtain a zoning clearance (ZC) and zoning verification letter (ZVL) from the community development director or his or her designee(s) certifying that the business is located on a site that meets all of the requirements of chapter 16 and this article. A fee shall be established by city council resolution for submittal and processing of this certification.

SEC. 11-472. RIGHT TO OCCUPY AND TO USE PROPERTY.

(A) As a condition precedent to the city's issuance of a commercial cannabis business permit pursuant to this article, any Person intending to open and to operate a commercial cannabis business shall provide sufficient evidence of the legal right to occupy and to use the proposed location. In the event the proposed location will be leased from the property owner, the applicant shall be required to provide a signed and notarized statement from the owner of the property acknowledging that the property owner has read this article and consents to the operation of the commercial cannabis business on the owner's property.

(B) The lease, sublease or other agreement to occupy the property must be at fair market value and not have any terms or conditions for the permittee to pay the property owner, commercial broker, or any third party a percentage of gross receipts, royalties, equity, or other

unreasonable compensation as determined by the city. In addition, all leases, subleases, or other agreements must be based on a monthly rate.

SEC. 11-473. LOCATION AND DESIGN OF CANNABIS BUSINESSES.

Specific types of commercial cannabis businesses are subject to the following zoning and locational requirements:

(A) All cannabis manufacturing, testing, and distribution businesses have been conceptually identified on land use maps, with actual siting subject to land use siting criteria and buffer requirements stipulated in this article. Manufacturing, testing, and distribution facilities are conceptually permitted on property zoned limited manufacturing (ML), light manufacturing (M1), heavy industrial (M2), and business and research park (BRP), as well as auto sales and service, business park, and commercial manufacturing zones within the Rose Santa Clara Corridor Specific Plan. Manufacturing, testing, and/or distribution facilities may also be located in the following specific plan areas subject to relevant specific plan requirements: Northeast Community Specific Plan, Sakioka Farms, Camino Real Business Park, McInnes Ranch Business Park Specific Plan, and Northfield Seagate Business Park Specific Plan.

(B) Cultivation is conceptually permitted on property zoned limited manufacturing (ML), light manufacturing (M1), heavy industrial (M2), and business and research park (BRP). Cultivation may also be located in the following areas subject to relevant specific plan requirements: Sakioka Farms Business Park Specific Plan; McInnes Ranch Business Park Specific Plan; Arcturus Ave.; Northfield & Seagate Business Park Specific Plan; Channel Island Business Center; Statham Business Park, Camino Real Business Park Specific Plan and Trabajo Dr.area.

(C) All cannabis retail dispensary businesses have been conceptually identified on land use maps, with actual siting subject to land use siting criteria and buffer requirements as stipulated in this subsection (C). Retailers are conceptually permitted in property zoned neighborhood shopping center (C-1), neighborhood shopping center planned development (C-1-PD), general commercial (C-2), general commercial planned development (C-2-PD), coastal neighborhood commercial (CNC), and commercial planned development (CPD), business park, retail commercial, and commercial manufacturing zones within the Rose Santa Clara Corridor Specific Plan. Retail dispensaries may also be located in the following specific plan areas subject to relevant specific plan requirements: RiverPark - commercial office, commercial convention, and commercial regional, Sakioka Farms, and Camino Real Business Park.

(D) Compliance with any specific plan requirements.

(E) The property on which any commercial cannabis business is located must also meet all of the following distance requirements:

(1) It shall be no closer than 600 feet of any of the following:

(a) Any school providing instruction in kindergarten or any grades 1 through 12, whether public, private, or charter, including pre-school, transitional kindergarten, and K-12.

(b) A commercial daycare center licensed by the city or county that is in existence at the time the license is issued, unless the State licensing authority or the city specifies a different radius.

(c) A youth center that is in existence at the time the license is issued, unless the State licensing authority or the city specifies a different radius.

(2) The distance specified in this subsection shall be the horizontal distance measured in a straight line from the property line of the identified use to the closest property line of the lot on which the cannabis use is located without regard to intervening structures.

(F) Each proposed commercial cannabis business use shall:

(1) Conform with the city's general plan, any applicable specific plans, master plans, and design requirements.

(2) Comply with all applicable zoning, and specific plan requirements, and related development standards.

(3) Be constructed in a manner that minimizes odors to surrounding uses, and promotes quality design and construction, and consistency with the surrounding properties.

(4) Be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and all items required for the development.

(5) Be served by highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.

(6) Be provided with adequate electricity, sewerage, disposal, water, fire protection (sprinkler and alarm; retrofit when determined necessary by the fire marshal) and storm drainage facilities for the intended purpose.

SEC. 11-474. LIMITATIONS ON CITY'S LIABILITY.

To the fullest extent permitted by law, the City of Oxnard shall not assume any liability whatsoever with respect to having issued a commercial cannabis business permit pursuant to this article or otherwise approving the operation of any commercial cannabis business. As a condition to the approval of any commercial cannabis business permit, the applicant shall be required to meet all of the following conditions before they can receive the commercial cannabis business permit:

(A) They must execute an agreement, in a form approved by the city attorney, agreeing to indemnify, defend (at applicant's sole cost and expense), and hold the City of Oxnard and its officers, officials, employees, representatives, and agents harmless, from any and all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to the city's issuance of the commercial cannabis business permit, the city's decision to approve the operation of the commercial cannabis business or activity, the process used by the city in

making its decision, or the alleged violation of any federal, State or local laws by the commercial cannabis business or any of its officers, employees or agents.

(B) Maintain insurance at coverage limits, and with conditions thereon determined necessary and appropriate from time to time by the city manager.

(C) Reimburse the City of Oxnard for all costs and expenses, including but not limited to legal fees and costs and court costs, which the City of Oxnard may be required to pay as a result of any legal challenge related to the city's approval of the applicant's commercial cannabis business permit, or related to the city's approval of a commercial cannabis activity. The City of Oxnard may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve any of the obligations imposed hereunder.

SEC. 11-475. CANNABIS DELIVERY FROM OUTSIDE THE CITY.

(A) Cannabis delivery from outside the city is only allowed from state licensed operators who meets the following requirements:

- (1) First obtain an Oxnard Business Tax Certificate;
- (2) Provide the City with a copy of the State license issued by the Department of Cannabis Control that authorizes such deliveries; and
- (3) During delivery into the city, the delivery driver from the state licensed operator displays the following information in each delivery vehicle at all times:
 - (a) A copy of a City of Oxnard Business Tax Certificate.
 - (b) A copy of a State license issued by the Department of Cannabis Control.

(B) Cannabis deliveries from within the city are only allowed from city licensed commercial cannabis retailers.

SEC. 11-476. RECORDS AND RECORDKEEPING.

(A) Each owner and operator of a commercial cannabis business shall maintain accurate books and records in an electronic format, detailing all of the revenues and expenses of the business, and all of its assets and liabilities. On no less than an annual basis (at or before the time of the renewal of a commercial cannabis business permit issued pursuant to this article), or at any time upon reasonable request of the city, each commercial cannabis business shall file a sworn statement detailing the number of sales by the commercial cannabis business during the previous 12-month period (or shorter period based upon the timing of the request), provided on a per-month basis. The statement shall also include gross sales for each month, and all applicable taxes paid or due to be paid. On an annual basis, each owner and operator shall submit to the city a financial audit of the business's operations conducted by an independent certified public accountant. Each permittee shall be subject to a regulatory compliance review and financial audit as determined by the city manager or his or her designee(s).

(B) Each owner and operator of a commercial cannabis business shall maintain a current register of the names and the contact information (including the name, address, and telephone

number) of anyone owning or holding an interest in the commercial cannabis business, and separately of all the officers, managers, employees, agents and volunteers currently employed or otherwise engaged by the commercial cannabis business. The register required by this paragraph shall be provided to the city manager or his or her designee(s) upon a reasonable request.

(C) All commercial cannabis businesses shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all cannabis and cannabis products for all stages of the growing and production or manufacturing, laboratory testing and distribution processes until purchase as set forth MAUCRSA.

(D) Each commercial cannabis business shall allow the city to have access to the businesses books, records, accounts, together with any other data or documents relevant to its permitted commercial cannabis activities, for the purpose of conducting an audit or examination. Books, records, accounts, and any and all relevant data or documents will be produced no later than 24 hours after receipt of the city's request, unless otherwise stipulated by the city. The city may require the materials to be submitted in an electronic format that is compatible with the city's software and hardware.

SEC. 11-477. OPERATIONAL STANDARDS.

(A) A permitted commercial cannabis business shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products, and to deter and prevent the theft of cannabis or cannabis products at the commercial cannabis business. Except as may otherwise be determined by the city manager or his or her designee(s), these security measures shall include, but shall not be limited to, all of the following and are considered in addition to the best practices identified in the guidelines for issuance of a cannabis business permit and/or conditions imposed as part of the discretionary land use permit approval:

- (1) Alarm system (perimeter, fire, and panic buttons).
- (2) Remote monitoring of alarm systems by licensed security professionals and first responders (Knox box, etc.).
- (3) Perimeter lighting systems (including motion sensors) for after-hours security.
- (4) Perimeter security and lighting as approved by the police chief, community development department or his or her designee.
- (5) Preventing individuals from remaining on the premises of the commercial cannabis business if they are not engaging in an activity directly related to the permitted operations of the commercial cannabis business.
- (6) Establishing limited access areas accessible only to authorized commercial cannabis business personnel.

(7) Plan for cash handling as relevant to manufacturing, testing, and distribution operations.

(8) Except for live growing plants which are being cultivated at a cultivation facility, all cannabis and cannabis products shall be stored in a secured and locked vault or vault equivalent. All safes and vaults shall be compliant with Underwriter Laboratories burglary-resistant and fire-resistant standards. All cannabis and cannabis products, including live plants that are being cultivated, shall be kept in a manner as to prevent diversion, theft, and loss.

(9) Installing 24-hour security surveillance cameras of at least HD-quality to monitor all entrances and exits to and from the premises, all interior spaces within the commercial cannabis business which are open and accessible to the public, all interior spaces where cannabis, cash or currency, is being stored for any period of time on a regular basis and all interior spaces where diversion of cannabis could reasonably occur. All cameras shall record in color. All exterior cameras shall be in weatherproof enclosures, shall be located so as to minimize the possibility of vandalism, and shall have the capability to automatically switch to black and white in low light conditions. The commercial cannabis business shall be responsible for ensuring that the security surveillance camera's footage is remotely accessible by the city manager or his or her designee(s), and that it is compatible with the city's software and hardware. In addition, remote and real-time, live access to the video footage from the cameras shall be provided to the city manager or his or her designee(s). Video recordings shall be maintained for a minimum of 90 days and shall be made available to the city manager or his or her designee(s) upon request. Video shall be of sufficient quality for effective prosecution of any crime found to have occurred on the site of the commercial cannabis business, and shall be capable of enlargement via projection or other means. Internet protocol address information shall be provided to the Oxnard police department by the commercial cannabis business, to facilitate remote monitoring of security cameras by the department or its designee.

(10) Sensors shall be installed to detect entry and exit from all secure areas, and shall be monitored in real time by a security company licensed by the State of California Bureau of Security and Investigative Services.

(11) Panic buttons shall be installed in all commercial cannabis businesses with direct notification to Oxnard police department dispatch, and shall be configured to immediately alert dispatch for the Oxnard police department.

(12) Having a professionally installed, maintained, and monitored real-time alarm system by a security company licensed by the State of California Bureau of Security and Investigative Services.

(13) Any bars installed on the windows or the doors of the commercial cannabis business shall be installed only on the interior of the building.

(14) Security personnel shall monitor premises in accordance with a security plan as authorized by the city manager or his or her designee(s), and must have a verified response security patrol when closed. Security personnel must be licensed by the State of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the city manager or his or her designee(s), with such approval not to be

unreasonably withheld. Firearms may be carried by security personnel while they are on duty if authorized by the police chief.

(15) Each commercial cannabis business shall have the capability to remain secure during a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.

(16) Entrance areas are to be locked at all times and under the control of a designated responsible party that is either: (a) an employee of the commercial cannabis business; or (b) a licensed security professional.

(17) Each commercial cannabis business shall have an accounting software system in place to provide point of sale data as well as audit trails or both product and cash, where applicable.

(18) Each commercial cannabis business shall demonstrate to the police chief, city manager or their designees compliance with the State's track and trace system for cannabis and cannabis products, as soon as it is operational.

(19) Each commercial cannabis business shall have state of the art network security protocols in place to protect computer information and all digital data.

(20) Exterior vegetation shall be planted, altered and maintained in a fashion that precludes its use as a hiding place for persons on the premises.

(B) Each commercial cannabis business shall identify a designated security representative/liaison to the City of Oxnard, who shall be reasonably available to meet with the city manager or his or her designee(s) regarding any security related measures and/or operational issues. The designated security representative/liaison shall, on behalf of the commercial cannabis business, annually maintain a copy of the current security plan on the premises of the business, to present to the city manager or his or her designee upon request that meets the following requirements:

(1) Confirms that a designated manager will be on duty during business hours and will be responsible for monitoring the behavior of employees.

(2) Identifies all managers of the commercial cannabis business and their contact phone numbers.

(3) Confirms that first aid supplies and operational fire extinguishers are located in the service areas and the manager's office.

(4) Confirms that burglar, fire, and panic alarms are operational and monitored by a licensed security company 24 hours a day, seven days a week, and provides contact information for each licensed security company.

(5) Identify a sufficient number of licensed, interior and exterior security personnel who will monitor individuals inside and outside the commercial cannabis business, the parking lot, and any adjacent property under the business's control.

(6) Confirm that the licensed security personnel shall regularly monitor the parking lot and any adjacent property to ensure that these area are: (a) free of individuals loitering or causing a disturbance; (b) are cleared of employees and their vehicles one-half hour after closing.

(C) As part of the application and permitting process, each commercial cannabis business shall have a storage and transportation plan, which describes in detail the procedures for safely and securely storing and transporting all cannabis, cannabis products, and any currency.

(D) The commercial cannabis business shall cooperate with the city whenever the city manager or his or her designee(s) makes a request, without prior notice, to inspect or audit the effectiveness of any security plan or of any other requirement of this article. Prevention fire inspectors shall be allowed access to audit buildings for fire life safety concerns on a yearly basis or as determined necessary per the fire marshal.

(E) A commercial cannabis business shall notify the city manager or his or her designee(s) within 24 hours after discovering any of the following:

(1) Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by the city manager or his or her designee(s).

(2) Diversion, theft, loss, or any criminal activity involving the commercial cannabis business or any agent or employee of the commercial cannabis business.

(3) The loss or unauthorized alteration of records related to cannabis, customers or employees or agents of the commercial cannabis business.

(4) Any other breach of security.

(F) Compliance with the foregoing requirements shall be verified by the city manager or his or her designee prior to commencing business operations. The city manager or his or her designee may supplement these security requirements once operations begin, subject to review by the city manager if requested by the business owner.

SEC. 11-478. RESTRICTION ON ALCOHOL AND TOBACCO SALES.

(A) No Person shall cause or permit the sale, dispensing, or consumption of alcoholic beverages on or about the premises of the commercial cannabis business.

(B) No Person shall cause or permit the sale or tobacco products on or about the premises of the commercial cannabis business.

SEC. 11-479. FEES AND CHARGES.

(A) No Person may commence or continue any commercial cannabis activity in the city without timely paying in full all fees and charges required for the operation of a commercial cannabis activity. Fees and charges associated with the operation of a commercial cannabis

activity shall be established by resolution of the city council which may be amended from time to time.

(B) All commercial cannabis businesses authorized to operate under this article shall pay all sales, use, business and other applicable taxes, and all license, registration, and other fees required under federal, State and local law. Each commercial cannabis business shall cooperate with the city with respect to any reasonable request to audit the commercial cannabis business's books and records for the purpose of verifying compliance with this section, including but not limited to a verification of the amount of taxes required to be paid during any period.

(C) Prior to operating in the city and as a condition of issuance of a regulatory permit, the operator of each cannabis facility shall enter into an operational agreement with the city setting forth the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of this article, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety and welfare.

SEC. 11-480. MISCELLANEOUS OPERATING REQUIREMENTS.

(A) Commercial cannabis businesses may operate only during the hours specified in the commercial cannabis business permit issued by the city and/or as determined within the discretionary land use permit.

(B) Restriction on consumption - Cannabis shall not be consumed by any employee on the premises of any commercial cannabis business.

(C) No cannabis or cannabis products or graphics depicting cannabis or cannabis products shall be visible from the exterior of any property issued a commercial cannabis business permit, or on any of the vehicles owned or used as part of the commercial cannabis business. No outdoor storage of cannabis or cannabis products is permitted at any time.

(D) Reporting and tracking of product and of gross sales - Each commercial cannabis business shall have in place a point-of-sale or management inventory tracking system to track and report on all aspects of the commercial cannabis business including, but not limited to, such matters as cannabis tracking, inventory data, gross sales (by weight and by sale) and other information which may be deemed necessary by the city. The commercial cannabis business shall ensure that such information is compatible with the city's record-keeping systems. In addition, the system must have the capability to produce historical transactional data for review. Furthermore, any system selected must be approved and authorized by the city manager or his or her designee(s) prior to being used by the permittee.

(E) All cannabis and cannabis products sold, distributed or manufactured shall be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the State and local regulations.

(F) Emergency contact and emergency response plan - Each commercial cannabis business shall provide the city manager or his or her designee(s) with the name, telephone number (both landline and mobile, if available) of an on-site employee or owner to whom emergency notice can be provided at any hour of the day. Each commercial cannabis business must have a fire evacuation plans, and plan to address robberies and other emergencies. Said plan shall be reviewed and approved by the fire and police chiefs or designee.

(G) Signage and notices -

(1) In addition to the requirements otherwise set forth in this section, business identification signage for a commercial cannabis business shall conform to the requirements of the City of Oxnard regulations, including, but not limited to, seeking the issuance of a city sign permit.

(2) No signs placed on the premises of a commercial cannabis business shall obstruct any entrance or exit to the building or any window.

(3) Each entrance to a commercial cannabis business shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the commercial cannabis business is prohibited.

(4) Business identification signage shall be limited to that needed for identification only and shall not contain any logos or information that identifies, advertises, or lists the services or the products offered. No commercial cannabis business shall advertise by having a person holding a sign and advertising the business to passersby, whether such person is on the premises of the commercial cannabis business or elsewhere including, but not limited to, the public right-of-way.

(5) Signage may be internally illuminated or externally illuminated with directed and shielded downward facing lighting consistent with city regulations and the conditions of approval. All signs shall conform with Section 16-595. Signage shall not feature exposed elements.

(6) No banners (with the exception of permitted Grand-Opening Banners), flags, or other prohibited signs may be used at any time.

(H) Minors -

(1) Persons under the age of 21 years shall not be allowed on the premises of a commercial cannabis business and shall not be allowed to serve as a driver for a mobile delivery service. It shall be unlawful and a violation of this article for any Person to employ any person at a commercial cannabis business who is not at least 21 years of age.

(2) The entrance to the commercial cannabis business shall be clearly and legibly posted with a notice that no person under the age of 21 years of age is permitted to enter upon the premises of the commercial cannabis business, unless otherwise authorized by state law.

(I) Odor control - Odor control devices and techniques shall be incorporated in all commercial cannabis businesses to ensure that odors from cannabis are not detectable off-site. Commercial cannabis businesses shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the commercial cannabis business that is distinctive to its operation is

not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the commercial cannabis business. As such, commercial cannabis businesses must install and maintain the following equipment, or any other equipment which the community development director or his or her designee(s) determine is a more effective method or technology:

(1) An exhaust air filtration system with odor control that prevents internal odors from being emitted externally;

(2) An air system that creates negative air pressure between the commercial cannabis businesses interior and exterior, so that the odors generated inside the commercial cannabis business are not detectable on the outside of the commercial cannabis business.

(J) Display of permit and city business tax certificate - The original copy of the commercial cannabis business permit issued by the city pursuant to this article and the city issued business tax certificate shall be posted inside the commercial cannabis business in a location readily-visible to the public.

(K) Background check - Pursuant to Cal. Penal Code, Sections 11105(b)(11) and 13300(b)(11), which authorizes city authorities to access state and local summary criminal history information for employment, licensing, or certification purposes; and authorizes access to federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation, every person listed as an owner, manager, supervisor, employee, contract employee or who otherwise works in a commercial cannabis business must submit fingerprints and other information deemed necessary by the police chief or his or her designee(s) for a background check by the City of Oxnard police department. Pursuant to Cal. Penal Code, Sections 11105(b)(11) and 13300(b)(11), which requires that there be a requirement or exclusion from employment, licensing or certification based on specific criminal conduct on the part of the subject of the record, no Person shall be issued a permit to operate a commercial cannabis business or a related work permit unless they have first cleared the background check, as determined by the police chief or his or her designee(s), as required by this section. A fee for the cost of the background investigation, which shall be the actual cost to the City of Oxnard to conduct the background investigation as it deems necessary and appropriate, shall be paid at the time the application for a commercial cannabis business permit is submitted.

(L) Loitering - The owner and/or operator of a commercial cannabis business shall prohibit loitering by persons outside the facility both on the premises and within 50 feet of the premises.

SEC. 11-481. OTHER OPERATIONAL REQUIREMENTS.

The city manager or his or her designee may develop other commercial cannabis business operational requirements or regulations as are determined to be necessary to protect the public

health, safety and welfare. Minor changes may occur to the approved conditions of the special use permit (SUP) or a development design review (DDR) permit pursuant to Section 16-560.

SEC. 11-482. OPERATING REQUIREMENTS FOR TESTING LABORATORIES.

(A) Testing laboratories shall be required to conduct all testing in a manner pursuant to Cal. Bus. and Prof. Code, Section 26100 and shall be subject to State and local law. Each testing laboratory shall be subject to additional regulations as determined from time to time as more regulations are developed under this article and any subsequent State of California legislation regarding the same.

(B) Testing laboratories shall conduct all testing in a manner consistent with general requirements for the competence of testing and calibrations activities, including sampling using verified methods.

(C) All cannabis testing laboratories performing testing shall obtain and maintain ISO/IEC 17025 accreditation as required by the Department of Cannabis Control.

(D) Testing laboratories shall destroy any harvest batch whose testing sample indicates noncompliance with health and safety standards required by the Department of Cannabis Control unless remedial measures can bring the cannabis or cannabis products into compliance with quality standards as specified by law and implemented by the Bureau of Cannabis Control.

(E) Each operator shall ensure that a testing laboratory employee takes the sample of cannabis or cannabis products from the distributor's premises for testing required by State law and that the testing laboratory employee transports the sample to the testing laboratory.

(F) Except as provided by State law, a testing laboratory shall not acquire or receive cannabis or cannabis products except from a licensee in accordance with State law, and shall not distribute, sell, or dispense cannabis, or cannabis products, from the licensed premises from which the cannabis or cannabis products were acquired or received. All transfer or transportation shall be performed pursuant to a specified chain of custody protocol.

(G) A testing laboratory may receive and test samples of cannabis or cannabis products from a qualified patient or primary caregiver only if the qualified patient or primary caregiver presents the qualified patient's valid physician's recommendation for cannabis for medicinal purpose. A testing laboratory shall not certify samples from a qualified patient or primary caregiver for resale or transfer to another party or licensee. All tests performed by a testing laboratory for a qualified patient or primary caregiver shall be recorded with the name of the qualified patient or primary caregiver and the amount of the cannabis or cannabis products received.

(H) Approval of testing laboratories shall be through approval of a development design review (DDR) permit to be issued by the community development director of the City of Oxnard. The appeal of the approval or denial of such permit shall be to the planning commission pursuant to Section 11-466.

SEC. 11-483. OPERATING REQUIREMENTS FOR DISTRIBUTORS.

(A) A distributor shall not store non-cannabis goods or non-cannabis accessories that are to be sold to another party on any licensed premises. Additionally, a distributor shall not distribute non-cannabis goods or non-cannabis accessories at a licensed premises. For the purposes of this section, non-cannabis goods are any goods that do not meet the definition of cannabis goods as defined in Cal. Code of Regulations, Title 16, Section 5000.

(B) After taking physical possession of a cannabis goods batch, the distributor shall contact a testing laboratory and arrange for a laboratory employee to come to the distributor's licensed premises to select a representative sample for laboratory testing.

(C) A distributor shall ensure that all cannabis goods batches are stored separately and distinctly from other cannabis goods batches on the distributor's premises.

(D) The distributor shall ensure that the batch size from which the sample is taken meets the requirements of State law, specifically the testing provisions within the California Code of Regulations.

(E) A distributor or an employee of the distributor shall be physically present to observe the laboratory employee obtain the sample of cannabis goods for testing and shall ensure that the increments are taken from throughout the batch. The sampling shall be video-recorded and the recording kept available to State and local authorities for a minimum of 180 days, pursuant to Cal. Code of Regulations, Title 16, Section 5305.

(F) A distributor shall not transport cannabis or cannabis products to a licensed retail facility until and unless it has verified that the cannabis or cannabis products have been tested and certified by a testing laboratory as being in compliance with state health and safety requirements pursuant to Cal. Code of Regulations, Sections 5705, 5710 and 5714 of Title 16.

(G) Approving of distributor shall be through the approval of a development design review (DDR) permit to be issued by the community development director of the City of Oxnard. The appeal of the approval or denial of such permit shall be to the planning commission pursuant to Section 11-466.

SEC. 11-484. OPERATING REQUIREMENTS FOR CANNABIS MANUFACTURING: EDIBLES AND OTHER CANNABIS PRODUCTS; SALE OR DISTRIBUTION OF EDIBLE AND OTHER CANNABIS PRODUCTS.

(A) Cannabis manufacturing facilities requiring a type-6, type-7, type S, or any subsequent created manufacturing State license (using non-volatile and volatile solvents) as defined in MAUCRSA, may be permitted to operate within those zone districts as defined in the City of Oxnard code.

(B) Any compressed gases used in the manufacturing process shall not be stored on any property within the City of Oxnard in containers that exceeds the amount which is approved by the Oxnard fire department and authorized by the regulatory permit. Each site or parcel subject to

a commercial cannabis business permit shall be limited to a total number of compressed gas tanks allowed on the property at any one time, as determined by the Oxnard fire department.

(C) Cannabis manufacturing facilities may use the hydrocarbons N-butane, isobutane, ethanol, propane, or heptane or other solvents or gases exhibiting low to minimal potential human-related toxicity approved by the community development department. These solvents must be of at least 99% purity and any extraction process must use them in a professional grade closed loop extraction system designed to recover the solvents and work in an environment with proper ventilation, controlling all sources of ignition where a flammable atmosphere is or may be present.

(D) If an extraction process uses a professional grade closed loop CO2 gas extraction system every vessel must be certified by the manufacturer for its safe use. The CO2 must be of at least 99% purity.

(E) Closed loop systems for compressed gas extraction systems must be used and must be commercially manufactured and bear a permanently affixed and visible serial number.

(F) Certification from an engineer licensed by the State of California, or from a State certified professional engineer or state certified industrial hygienist from another state, must be provided to the community development department for a professional grade closed loop system used by any commercial cannabis manufacturing manufacturer to certify that the system was commercially manufactured, is safe for its intended use, and was built to codes of recognized and generally accepted good engineering practices, including but not limited to:

- (1) The American Society of Mechanical Engineers (ASME);
- (2) American National Standards Institute (ANSI);
- (3) Underwriters Laboratories (UL); or
- (4) The American Society for Testing and Materials (ASTM).

(G) The certification document must contain the signature and stamp of the professional engineer and serial number of the extraction unit being certified.

(H) Professional closed loop systems, other equipment used, the extraction operation, and facilities must be approved for their use by the Oxnard fire department and meet any required fire, safety, and building code requirements specified in the California Building Reference Codes.

(I) Cannabis manufacturing facilities may use heat, screens, presses, steam distillation, ice water, and other methods without employing solvents or gases to create keef, hashish, bubble hash, or infused dairy butter, or oils or fats derived from natural sources, and other extracts.

(J) Cannabis manufacturing facilities may use food grade glycerin, ethanol, and propylene glycol solvents to create or refine extracts. Ethanol should be removed from the extract in a manner to recapture the solvent and ensure that it is not vented into the atmosphere.

(K) Cannabis manufacturing facilities creating cannabis extracts must develop standard operating procedures, good manufacturing practices, and a training plan prior to producing extracts for the marketplace.

(L) Any person using solvents or gases in a closed looped system to create cannabis extracts must be fully trained on how to use the system, have direct access to applicable material safety data sheets and handle and store the solvents and gases safely.

(M) Parts per million for one gram of finished extract cannot exceed state standards for any residual solvent or gas when quality assurance tested.

(N) Approval of manufacturing facilities shall be through approval of a development design review (DDR) permit to be issued by the community development director of the City of Oxnard. The appeal of the approval or denial of such permit shall be to the planning commission pursuant to Section 11-466.

SEC. 11-485. OPERATING REQUIREMENTS FOR RETAIL FACILITIES.

(A) No more than the number of cannabis retailers authorized by Section 11-456 shall operate within the City of Oxnard at any one time.

(B) Approval of retail dispensaries shall be through approval of a special use permit to be issued by the planning commission pursuant to Section 16-531. The appeal of the approval or denial of such special use permit shall be to the city council pursuant to sections 11-464 and 11-465.

(C) Retailers shall verify the age and all necessary documentation of each individual to ensure the customer is not under the age of 18 years. If the potential customer is 18 to 20 years old, retailer shall confirm the customer's possession of a state issued medical cannabis card. Persons 18 to 20 years old who are unable to produce the necessary documentation cannot purchase cannabis legally and are to be denied admittance to the retail facility. For adult-use purchases, retailers shall verify that all customers are 21 years of age or older for the purchase of cannabis or cannabis products.

(D) Entrances into the retailer shall be locked at all times with entry strictly controlled. A "buzz-in" electronic/mechanical entry system shall be utilized to limit access to and entry to the retail area to separate it from the reception/lobby area. Individuals must show their government-issued identification or a medical cannabis card issued pursuant to Cal. Health and Safety Code, Section 11362.71 in order to gain access into the retailer. The government-issued identification and, if applicable, doctor's recommendation or cannabis card must also be shown at the point of sale station at the time of purchase. Doctor recommendations are not to be obtained or provided at the retail location.

(E) Uniformed licensed security personnel shall be employed to monitor site activity, control loitering and site access, and to serve as a visual deterrent to unlawful activities. Security personnel may be allowed to carry firearms if authorized by the police chief.

(F) Retailers may have only that quantity of cannabis and cannabis products to meet the daily demand readily available for sale on-site in the retail sales area of the retailer. Additional product may be stored in a secured, locked area to which customers, vendors, and visitors shall not have access.

(G) All restroom facilities shall remain locked and under the control of management.

(H) Retailers authorized to conduct retail activities shall only serve customers who are within the licensed premises, or at a delivery address that meets the requirements of this subsection.

(1) The sale and delivery of cannabis goods shall not occur through a pass-through window or a slide-out tray to the exterior of the premises.

(2) Retailers shall not operate as or with a drive-in or drive-through at which cannabis goods are sold to persons within or about a motor vehicle.

(3) No cannabis shall be sold and/or delivered by any means or method to any person within a motor vehicle.

(4) All cannabis goods sold by a retailer shall be contained in child-resistant packaging.

(5) Retailers shall record point-of-sale areas and areas where cannabis goods are displayed for sale on the video surveillance system. At each point-of-sale location, camera placement must allow for the recording of the facial features of any person purchasing or selling cannabis goods, or any person in the retail area, with sufficient clarity to determine identity.

(6) A retail licensee who is engaged in retail sale shall hire or contract for security personnel who are at least 21 years of age to provide security services for the licensed retail premises. All security personnel hired or contracted for by the licensee shall be licensed by the Bureau of Security and Investigative Services and shall comply with Cal. Bus. and Prof. Code, Chapters 11.4 and 11.5 of Division 3.

(I) Access to retailer premises -

(1) Access to the premises of a retail licensee/permittee shall be limited to individuals who are at least 21 years of age.

(2) Notwithstanding subsection (I)(1) above, individuals who are at least 18 years of age and in possession of a state issued medical cannabis card shall be granted access to the premises of a retail licensee/permittee for the sole purpose of purchasing medicinal cannabis.

(J) Authorized sales - A retailer shall only sell adult-use cannabis and adult-use cannabis products to individuals who are at least 21 years of age. A retailer shall only sell medicinal cannabis or medicinal cannabis products to individuals who are at least 18 years of age, but not yet 21, if those individuals are in possession of a valid state issued cannabis card. Medicinal cannabis sales to individuals 21 years of age and older are unrestricted.

(K) Limited access areas - A retailer shall establish limited-access areas and permit only authorized individuals to enter the limited-access areas. Authorized individuals include

individuals employed by the retailer as well as any outside vendors, contractors, or other individuals conducting business that requires access to the limited access area. All individuals granted access to the limited access area shall be at least 21 years of age, and if not employed by the retailer, shall be escorted at all times by an employee of the licensee/permittee. A retailer shall maintain a log of all individuals who are not employees who are granted access to the limited access area. These logs shall be made available to the police chief or the development services director upon request.

(L) Operating hours of the retailer license shall be limited to the hours of 9:00 a.m. through 9:00 p.m., seven days a week or a reduced duration as stipulated through the discretionary land use permit.

(M) Parking requirements shall be in accordance with chapter 16, article X of the Oxnard city code - 1 parking space per 250 square feet or as stipulated in a city traffic engineer approved parking study via a request for administrative parking relief pursuant to Section 16-651. Commercial cannabis retail businesses proposed to be located within the Downtown Specific Plan area may pay a downtown parking management in-lieu fee to meet off-street parking requirements.

(N) Retail security requirements. All security measures required by section 11-477 (operational standards) are directly applicable to and binding on all commercial cannabis businesses, including all retailers.

SEC. 11-486. OPERATING REQUIREMENTS FOR RETAILERS WITH DELIVERY SERVICE.

(A) Retailers located within the city that provide delivery are required to verify the age and the necessary documentation of each medical customer to ensure the customer is not under the age of 18 years, and to verify that the potential customer has a valid state issued cannabis card. The age verification requirement applies to both the customer and any person accepting delivery on behalf of the customer. If the latter, the individual must be at least 21 years of age.

(B) Proof of ownership of the vehicle or a valid lease for any and all vehicles that will be used to deliver cannabis or cannabis Products.

(C) The year, make, model, color, license plate number, and vehicle identification number (VIN) for any and all vehicles that will be used to deliver cannabis or cannabis Products.

(D) Proof of insurance as required in section 11-474(B) for any and all vehicles being used to deliver cannabis or cannabis Products.

(E) The licensee shall provide the city with the information required by this section in writing for any new vehicle that will be used to deliver cannabis and/or cannabis Products prior to using the vehicle to deliver cannabis and/or cannabis Products.

(F) The Commercial cannabis Business shall provide the city with any changes to the information required by this section in writing within 30 calendar days.

(G) Delivery of cannabis products originating from the City of Oxnard are not authorized except from a retailer who has obtained both the necessary city and State permits and is in full compliance with this Section.

SEC. 11-487. OPERATING REQUIREMENTS FOR CULTIVATORS.

(A) No more than the number of cannabis cultivators authorized by Section 11-456 shall operate within the city at any one time.

(B) Approval of cultivation facilities shall be through approval of a development design review (DDR) permit to be issued by the Community Development Director of the city. The appeal of the approval or denial of such permit shall be to the Planning Commission pursuant to Section 11-466.

(C) All commercial Outdoor Cultivation and Mixed-Light Cultivation of cannabis and nursery activity within the city is prohibited. It is hereby declared to be unlawful and a public nuisance for any Person owning, leasing, occupying, or having charge or possession of any parcel within any zoning district in the City of Oxnard to cause or allow such parcel to be used for the commercial outdoor cultivation of cannabis.

(D) The commercial cultivation of cannabis must occur indoors in an approved indoor cultivation facility with a valid commercial cannabis business permit from the city under this Chapter.

(E) In no case shall cannabis plants be visible from the exterior of the building.

(F) From a public right-of-way, there shall be no exterior evidence of commercial cannabis cultivation except for any signage authorized by the city. All signs shall conform with Section 16-595.

(G) Any pesticides and/or fertilizers used at the cultivation site shall be properly labeled and stored in accordance with Fire Dept. and City regulations to avoid contamination through erosion, leakage or inadvertent damage from pests, rodents or other wildlife.

(H) A commercial cannabis cultivation licensee shall comply with all applicable federal, State and local laws and regulations regarding use and disposal of pesticides and fertilizers.

(I) Each commercial cannabis cultivation licensee shall submit the following in addition to the information required to secure approval of a commercial cannabis business permit:

(1) A cultivation and operations plan shall be submitted for City review and approval which will identify the type(s) of cannabis plant to be grown (species/strain), cultivation activities and schedule of activities during each month of growing and harvesting, or explanation of growth cycles and anticipated harvesting schedules for all-season harvesting.

(2) A monthly and yearly projected water usage plan. The plan shall include water conservation and recycling measures for capture and reuse of on site water, water treatment plan and wastewater discharge plan. Said plan shall be reviewed and approved by the City. Every attempt should be made by the licensee to connect to the City's recycled water line when feasible.

(3) An energy usage and conservation plan which identifies the sources of power, projected monthly and yearly usage, and efficiency plan, including use of on site renewables.

(4) Neighborhood compatibility plan which shall address odor security, safety, and other compatibility issues which may derive from the cultivation site and as requested by the City.

(5) Floor plan identifying the location, dimensions, and boundaries of all proposed canopy areas taking into account space needed for ongoing care of plants and a description of the proposed method of physically delineating those boundaries at the site.

(J) A permittee shall only be allowed to cultivate the square feet of canopy space permitted by State law and in the Commercial Cannabis Business Permit issued by the city for the premises.

SEC. 11-488. PROMULGATION OF REGULATIONS, STANDARDS AND OTHER LEGAL DUTIES.

(A) In addition to any regulations adopted by the city council, the city manager or his or her designee is authorized to establish any additional rules, regulations and standards governing the issuance, denial or renewal of commercial cannabis business permits, the ongoing operation of commercial cannabis businesses and the city's oversight, or concerning any other subject determined to be necessary to carry out the purposes of this article.

(B) Regulations shall be published on the city's website.

(C) Regulations promulgated by the city manager shall become effective upon date of publication. Commercial cannabis businesses shall be required to comply with all State and local laws and regulations, including but not limited to any rules, regulations or standards adopted by the city manager or his or her designee.

(D) Testing laboratories, distribution facilities and special events shall be subject to State law and shall be subject to additional regulations as determined from time to time as more

regulations are developed pursuant to this section and any subsequent State of California legislation regarding the same.

SEC. 11-489. COMMUNITY RELATIONS.

(A) Each commercial cannabis business shall provide the name, telephone number, and email address of a community relations contact to whom notice of problems associated with the commercial cannabis business can be provided. Each commercial cannabis business shall also provide the above information to all businesses and residences located within 600 feet of the commercial cannabis business.

(B) During the first year of operation pursuant to this article, the owner, manager, and community relations representative from each commercial cannabis business holding a permit issued pursuant to this article shall attend quarterly meetings with the city manager or his or her designee(s), and other interested parties as deemed appropriate by the city manager or his or her designee(s), to discuss costs, benefits, and other community issues arising as a result of implementation of this article. After the first year of operation, the owner, manager, and community relations representative from each such commercial cannabis business shall meet with the city manager or his or her designee(s) when and as requested by the city manager or his or her designee(s).

(C) Commercial cannabis businesses to which a permit is issued pursuant to this article shall describe benefits that the cannabis business would provide to the local community, such as community contributions, volunteer services and/or economic incentives, stated in the Community Benefits Agreement.

SEC. 11-490. PERMIT HOLDER RESPONSIBLE FOR VIOLATIONS.

The person to whom a commercial cannabis business permit is issued pursuant to this article shall be responsible for all violations of the laws of the State of California or of the regulations and/or the ordinances of the City of Oxnard, whether committed by the permittee or any employee or agent of the permittee, which violations occur in or about the premises of the commercial cannabis business whether or not said violations occur within the permit holder's presence.

SEC. 11-491. INSPECTION AND ENFORCEMENT.

(A) The city manager, or his or her designee(s) charged with enforcing the provisions of the City of Oxnard code, or any provision thereof, may enter the location of a commercial cannabis business at any time, without notice, and inspect the location of any commercial cannabis business as well as any recordings and records required to be maintained pursuant to this article or under applicable provisions of State law.

(B) It is unlawful for any Person having responsibility over the operation of a commercial cannabis business, to impede, obstruct, interfere with, or otherwise not to allow, the city to conduct an inspection, review or copy records, recordings or other documents required to be maintained by a commercial cannabis business under this article or under State or local law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a commercial cannabis business under this article or under State or local law.

(C) The city manager, or his or her designee(s) charged with enforcing the provisions of this article may enter the location of a commercial cannabis business at any time during the hours of operation and without notice to obtain samples of the cannabis to test for public safety purposes. Any samples obtained by the City of Oxnard shall be logged, recorded, and maintained in accordance with established procedures by the City of Oxnard city manager or these regulations.

SEC. 11-492. COMPLIANCE WITH STATE REGULATIONS.

It is the stated intent of this article to regulate commercial cannabis activity in the City of Oxnard in compliance with all provisions MAUCRSA and any subsequent State legislation.

SEC. 11-493. VIOLATIONS DECLARED A PUBLIC NUISANCE.

Each and every violation of the provisions of this article is hereby deemed unlawful and a public nuisance.

SEC. 11-494. EACH VIOLATION A SEPARATE OFFENSE.

Each and every violation of this article shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the City of Oxnard. Additionally, as a nuisance per se, any violation of this article shall be subject to injunctive relief, any permit issued pursuant to this article being deemed null and void, disgorgement and payment to the city for any monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity. The City of Oxnard may also pursue any and all remedies and actions available and applicable under State and local laws for any violations committed by the commercial cannabis business or persons related to, or associated with, the commercial cannabis activity. Additionally, when there is determined to be an imminent threat to public health, safety or welfare, the city manager, or his or her designee(s), may take immediate action to temporarily suspend a commercial cannabis business permit issued by the city, pending a hearing before the city manager, or his or her designee(s).

SEC. 11-495. PENALTIES.

Each and every violation of the provisions of this article may at the discretion of the district attorney or city attorney be prosecuted as an infraction or misdemeanor and upon conviction be subject to imprisonment in the county jail for a period of not more than six months, or both such fine and imprisonment. Each commercial cannabis business may be cited for any violation of any law and/or any rule, regulation and/or standard adoption pursuant to this article. A fine not to exceed \$10,000 for the first violation, \$15,000 for the second violation and revocation of the permit for a period of two years after which time the business operator would have to reapply. The fine for operating an unlicensed and/or unpermitted commercial cannabis business shall be \$30,000 per day and the issuance of a notice to appear in court. Each day a violation is committed or permitted to continue shall constitute a separate offense. At the discretion of the city manager or his or her designee, higher or lower fines or penalties may be recommended based on the facts of individual cases where generally supported by aggravating or mitigating circumstances. Aggravating factors may include, but are not limited to: prior disciplinary history, nature and severity of the act(s), violations, offenses, or crime(s) under consideration, actual or potential harm to the public, actual or potential harm to any consumer, prior warning letters, licensee involvement, premises in high crime area, lack of cooperation by licensee in investigation, appearance and actual age of minor, continuing course or pattern of conduct. Mitigating factors may include, but are not limited to: length of licensure at subject location without prior discipline problems, positive action by licensee to correct problem, documented training of licensee and employees and cooperation by licensee in investigation.

SEC. 11-496. REMEDIES CUMULATIVE AND NOT EXCLUSIVE.

The remedies provided herein are not to be construed as exclusive remedies. The city is authorized to pursue any proceedings or remedies provided by law.

Section 2. Amend OCC Chapter 16, Article III, Division 11, Section 16-163 to read as follows:

SEC. 16-163. INDUSTRIAL LAND USES BY ZONE: INDUSTRIAL LAND USE MATRIX.

The allowed land uses in the industrial zoning districts are identified in the following table, subject to the limitations identified in the Notes Section.

Industrial Land Use Matrix

Key: Blank: Not Allowed P: Permitted Use (Requires a Zone Clearance) SUP: Special Use Permit DDR: Development Design Review Permit						
Land Use	Zone District					
	CM	BRP	M-L	M-1	M-2	Notes
Administrative, executive, and/or corporate offices which are a part of a predominantly industrial operation, including governmental offices and facilities	P	P	P	P	P	
Administrative, financial, professional, medical, and general office services	P	P	SUP			
Adult businesses, except adult motels		P	P	P	P	Refer to section 16-337
Adult day care facilities	P	P				
Adult motels	P					Refer to section 16-336
Agricultural and construction vehicle sales with incidental repair and service	SUP		DDR	DDR		
Agricultural, limited to growing of crops	P	P	P	P	P	
Aircraft modification, storage, repair, and maintenance				P	P	
Aircraft sales	P	P	P	P		
Alcohol sales: on-site, off-site, and wine tasting	SUP	SUP	SUP	SUP		
Ambulance base facilities	P	P	P	P	P	
Appliance repairs	P		P	P		
Asphalt or concrete manufacture or refining					DDR	
Assembly or repair of small electrical and electronic equipment	P		P	P		
Assisted living residential facility		SUP				
Auction houses	P	P	P	P	P	
Boat building and repair				P	P	
Boiler repair and maintenance				P	P	
Book binding	P	P	P	P	P	
Bottling/canning plants			P	P	P	
Breweries, microbrew (less than 60,000 barrels). A SUP is required if including tasting rooms	DDR	DDR	DDR	DDR		
Breweries, craft (more than 60,000 barrels, less than 2 million barrels). A SUP is required if including tasting rooms	DDR	DDR	DDR	DDR		
Breweries, large (more than 2 million barrels)				DDR	DDR	
Brick, tile, or terra cotta manufacture				DDR	DDR	
Business furniture, supplies, and equipment sales	P	P	P			
Cabinet or carpenter shops	P		P	P	P	

Cafeterias accessory to permitted uses for the convenience of persons employed on the premises		P	P	P	P	
Carpet, rug, and dry-cleaning plants	P		P	P	P	
Cement, glass, lime, gypsum, or plaster manufacture					DDR	
Ceramic products	P		P	P	P	
Children's day care facility serving more than 15 children	SUP	SUP				
Churches	SUP	SUP	SUP	SUP	SUP	Refer to section 16-162(B)
Coffee shops, cafes	P	P	DDR	DDR	DDR	
Cold storage facilities including agricultural freezers and ice production and sales			P	P	P	
Commercial and retail uses	P	DDR	DDR	DDR		Refer to section 16-171
Commercial Cannabis Activities						
Cultivation		DDR	DDR	DDR	DDR	Refer to sections 11-473 and 16-173
Distribution		DDR	DDR	DDR	DDR	Refer to sections 11-473 and 16-173
Manufacturing		DDR	DDR	DDR	DDR	Refer to sections 11-473 and 16-173
Retail		SUP				Refer to sections 11-473 and 16-173
Testing		DDR	DDR	DDR	DDR	Refer to sections 11-473 and 16-173
Commercial recreational and entertainment uses, such as batting cages, gymnasiums, boxing gyms, escape rooms, bowling alleys, skating rinks, and similar recreational uses as determined by the planning manager	DDR	DDR	DDR	DDR		
Computer and business machine sales and service	P	P	P			
Convenience markets and drugstores	P	DDR				
Corporate training and professional development facilities including ancillary outdoor activities	P	P	P	P	P	
Day care facilities accessory to industrial uses		DDR	DDR	DDR		
Day care facilities (over 12 children) as a principal use	DDR	DDR				
Distribution, warehousing, and wholesaling	P	P	P	P	P	
Drive-through services	SUP	SUP	SUP			
Drop forge industries					DDR	
Dwelling unit, one per establishment, for security or management when located on	DDR		DDR	DDR	DDR	

the premises where such person is employed in such capacity and accessory to an industrial use						
Electric motor rebuilding	P		P	P	P	
Electrical and lighting supply	P		P			
Electronic and computer repair	P	P	P			
Emergency shelter for families	SUP		P			
Emergency shelter, permanent	SUP		P			
Emergency shelter, temporary	SUP		P			
Employment agencies	P	P				
Energy generation, distribution, storage, and support facilities, including electrical and gas utilities	SUP	SUP	SUP	SUP	DDR	
Explosives, manufacture or storage					DDR	
Farmworker housing	SUP		P	P	P	
Feed sales	P		P	P		
Fertilizer manufacture					DDR	
Firearm and ammunition sales			SUP			Refer to Chapter 16, Division 19
Fish smoking, processing, curing, or canning				DDR	DDR	
Florists	P	P				
Freight classification yard, including truck and bus storage and maintenance				DDR	P	
Furniture manufacture and assembly	P		P	P	P	
Furniture upholstery shops	P		P	P		
Garbage, offal, or dead animal reduction or dumping					P	
Garment manufacturing		P	P	P	P	
Gas bulk storage, manufacturing, and distribution of flammable liquids and all gases					DDR	
General office, including legal, professional, medical, consulting, or similar	P	P				
Indoor firearm range			SUP			Refer to Chapter 16, Division 20
Iron, steel, brass, or copper foundry or fabrication plant				SUP	DDR	
Kennels and animal boarding	DDR		DDR	DDR	DDR	
Kennel day care	P		P	P	P	
Laboratories, research only		P	P			
Laundry, commercial	P		P	P	P	
Light metal fabrication (for example, sheet metal, wrought iron, and the like)	P		P	P	P	
Lumber yards with incidental sales of building and hardware supplies (outside storage)	SUP			SUP	P	

Machine shops	P		P	P	P	
Manufacture and assembly of electrical and electronic instruments, devices, and components	P	P	P	P	P	
Manufacturing and maintenance of electric neon signs	P		P	P	P	
Manufacturing, compounding assembly, or treatment of articles or merchandise from prepared materials such as, but not limited to, canvas, cloth, stones, wood products, and leather			P	P	P	
Manufacturing, compounding, processing, packaging, or treatment of food products such as, but not limited to, bakery, dairy, fruits and vegetables, and honey			P	P	P	
Marine equipment sales with incidental repair and service	P		P	P	P	
Medical product sales	P	P	P			
Medical: hospitals and medical centers		SUP				
Metals recycling and storage, including sales				SUP	DDR	
Mini-warehouses and self-storage facilities	SUP		SUP	SUP	SUP	Refer to Resolution No. 6446
Mobile home sales and display	DDR		DDR	DDR	DDR	
Motels, hotels, and convention facilities	SUP	SUP				
Multifamily Residential uses up to 30 dwelling units per acre on parcels identified in the AHD additive zone, subject to the provisions in section 16-420		SUP				
Off-site non-accessory signs or billboards					SUP	Refer to section 16-608(G)
Oilcloth or linoleum manufacture					P	
Outdoor storage or assembly as a primary use					SUP	
Outdoor storage, incidental/accessory to uses otherwise permitted			DDR	DDR	DDR	
Paint, oil, shellac, turpentine, and varnish manufacture					DDR	
Paper and pulp manufacture					DDR	
Pawnshops	SUP					
Petroleum bulk plants and distribution				SUP	DDR	
Petroleum refining					DDR	
Photographic studios and services	P	P	P			
Planning mills				SUP	DDR	
Plastic manufacture				P	P	
Plumbing supply	P		P	P		

Printing shop, lithographing, photocopying, blueprinting, and publishing	P	P	P	P	P	
Product assembly plants and production facilities primarily engaged in final or partial assembling of packaging of premanufactured, treated, or fabricated components, materials, or products	P	P	P	P	P	
Public service uses - communications, fire and police, water, and other governmental or public facilities	DDR	DDR	DDR	DDR	DDR	
Radio or television broadcasting station	P	P	P	P	P	
Railroad support services				SUP	DDR	
Recycling collection: collection recycling facility for the acceptance of materials from the public including a bulk or single-feed reverse vending machine, a kiosk unit, or a permanent building				DDR	DDR	
Recycling mobile unit: mobile recycling unit used for the collection of recycled materials including the bins, boxes, or containers for the collection of recyclable materials	DDR		DDR	DDR	DDR	
Recycling processing facility: processing facility for ferrous and non-ferrous materials including the preparation of material for efficient shipment which includes baling, briquetting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, and re- manufacturing. Outdoor bin storage allowed for the collection of recycled materials				SUP	SUP	
Refrigeration and air conditioning repair and service	P		P	P	P	
Research and development, experimental or developmental laboratories		P	P	P	P	
Research, development, and clinical laboratories and uses including associated incidental and outpatient clinics		P				
Restaurants and delicatessens	P	P	P	DDR	DDR	
Rock crusher or distribution of rock, sand, or gravel					DDR	
Sale of building and hardware supplies within a building	P		P	P	P	
Specialized commercial retail centers oriented toward major transportation elements such as freeways, expressways, and other major transportation corridors. Specialized commercial uses include		SUP				

promotional, discount, factory outlet, and off-price shopping centers, as well as centers that are tourist-oriented or oriented to other specialized markets. Specialized commercial uses may also include general commercial uses in special or unique settings						
Stationery and office supplies	P	P				
Supportive housing	SUP					
Taxidermist	P		P	P		
Textiles manufacturing			P	P	P	
Trade schools, public and private schools and colleges, dance, and performing arts studios	P	P	DDR			
Transitional housing	SUP					
Vehicle assembly				SUP	DDR	
Vehicle and equipment dismantling and recycling, including sale of parts and vehicles					SUP	
Vehicle rental agencies	DDR	DDR	DDR			
Vehicle repair, including engine overhaul, body and fender work, transmission, radiator repair, painting, and upholstering	P		P	P	P	
Vehicle service stations	SUP	SUP	SUP	SUP	DDR	
Vehicle storage				SUP	SUP	
Veterinarians with on-site kennels	DDR		DDR	DDR	DDR	
Veterinarians with no on-site kennels	P		P	P	P	
Welding shops			P	P	P	
Wine production facility			SUP	P	P	
Wine tasting with or without cafes		SUP	SUP	SUP		

Section 3. Amend OCC Chapter 16, Article III, Division 11, Section 16-173 to read as follows:

SEC. 16-173. DEVELOPMENT DESIGN REVIEW PERMIT REQUIRED FOR SPECIFIC COMMERCIAL CANNABIS ACTIVITIES.

(A) A commercial cannabis business for cultivating, manufacturing, testing and/or distribution of cannabis may be permitted in the business and research park (BRP) zone, the limited manufacturing (M-L) zone, the light manufacturing (M-1) zone, and the heavy manufacturing (M-2) zone, provided that the owner has first obtained a commercial cannabis business permit pursuant to article XVI, chapter 11 of the Oxnard city code and a development design review (DDR) permit.

(B) A commercial cannabis business for retail uses may be permitted in the business and research park (BRP) zone, provided that the owner has first obtained a commercial cannabis

business permit pursuant to article XVI, chapter 11 of the Oxnard city code and a special use permit.

(C) A commercial cannabis business for retail uses may be permitted in the planned development (additive) zone, provided that the owner has first obtained a commercial cannabis business permit pursuant to article XVI, chapter 11 of the Oxnard city code and a special use permit (SUP). A commercial cannabis business for cultivating, manufacturing, testing and/or distribution of cannabis may be permitted in the planned development (additive) zone, provided that the owner has first obtained a commercial cannabis business permit pursuant to article XVI, chapter 11 of the Oxnard city code and a development design review (DDR) permit.

Section 4. Article XVI of Chapter 11 of the Oxnard City Code (Oxnard City Code Section 11-450 to 11-496) is hereby amended.

Section 5. This ordinance shall apply to applications for land use approvals that are filed on or after the effective date of this ordinance and to applications for land use approvals that have been filed but have not been accepted as complete as of the effective date of this ordinance.

Section 6. Cumulative Ordinance. Nothing in this Ordinance shall be interpreted to allow any land use which is not expressly listed as permitted or conditionally permitted within the City's Zoning Code.

Section 7. The City Clerk shall certify as to the adoption of this Ordinance and shall cause summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this Ordinance, including for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. 3032 was first read on _____, to become effective thirty (30) days thereafter.

[Remainder of Page Left Intentionally Blank]

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

AYES:

NOES:

ABSENT:

ABSTAIN:

John Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



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

DATE: October 17, 2023

TO: City Council

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

SUBJECT: Grant Application Resolution for California Department of Fish and Wildlife Watershed Grants Program.

RECOMMENDATION

That the City Council adopt a resolution:

1. Authorizing the City Manager or designee to submit a grant application to the California Department of Fish and Wildlife for an amount not to exceed \$300,000 (no local match) in Watershed Grants Program Funding for the Perkins Road Area Restoration and Enhancement Project;
2. Authorizing the City Manager or designee to execute grant agreements;
3. Authorizing the Finance Director or designee to submit financial reports and grant claims and approve budget appropriations for the use of the grant funds; and
4. Authorizing the Public Works Director or designee to submit non-financial reports.

(This item did not originate in Committee.)

BACKGROUND

The Ormond Beach area spans two miles of Oxnard's shoreline from the northwestern boundary of Pt. Mugu Naval Air Station to the Oxnard/Port Hueneme boundary, and extends over a mile inland. The area includes a recreational beach, rare wildlife and natural habitat, active farmland, active industrial operations, and the Halaco Superfund Site. The City of Oxnard is committed to restoring the Ormond Beach area, as reflected in the 2030 General Plan, which identifies numerous goals and policies for the area, including Community Development (CD-22) which encourages the restoration of the Ormond Beach Wetlands while ensuring appropriate public access.

Restoration efforts, such as removal of existing threats such as nonnative invasive species and water quality contamination, are underway in the Ormond Beach area via grant funding, including the National Coastal Wetlands Conservation grant that The Nature Conservancy is managing, and the Coastal Commission's Whale Tail grant that City staff is managing.

City Council received a status update on Ormond Beach at the July 27, 2023 Council meeting, including the status of the proposed Ormond Beach Restoration and Public Access Project Plan (OBRAP). As indicated in that report, the OBRAP is currently undergoing an environmental review process with the California Department of Fish and Wildlife, referred to as a California Environmental Quality Act (CEQA) Statutory Exemption for Restoration Projects (SERP). Next steps will include: 1) completing additional technical studies to inform environmental review; 2) progressing design development; 3) initiating an environmental review Plan; 4) proceeding with regulatory approvals and permitting; 5) preparation of construction documents (for Plan implementation after permits attained); and, 6) Plan implementation via construction and adaptive management (if approved). In addition, solidifying an entity to manage Ormond Beach for the long term is a high priority of the Project Partners.

The California Department of Fish and Wildlife (CDFW) accepts restoration grant concept proposals on an ongoing basis through the Watershed Grants Program. City staff, in conjunction with the Ormond Beach Project Partners (The Nature Conservancy, the Coastal Conservancy, and the City) discussed options to utilize the funding to support ongoing restoration and litter abatement at the City-owned properties in Ormond Beach. After consultation with CDFW, staff submitted a proposal, entitled the Ormond Beach Perkins Road Area Restoration Project (the Project) to CDFW on April 19, 2023. CDFW notified the City on August 1, 2023 that the Project received threshold eligibility review and is classified as eligible for funding. This ongoing restoration (mostly invasive plant removal) and litter abatement is permitted work, and is critical to keep progressing in order to meet the longer term vision of the proposed OBRAP.

DISCUSSION

If City Council authorizes the submittal of the grant application, staff will notify CDFW of the authorization, and the submitted concept proposal will continue in CDFW's review process.

If awarded, the Project will occur in tandem with restoration efforts already underway in the Ormond Beach area. As proposed, this Project is in alignment with items in the proposed OBRAP. The Project works to reverse the degradation of nationally decreasing coastal wetlands in California, improve habitat for fish and wildlife, and improve water quality. The Project will also facilitate the access, enjoyment and stewardship of the wetlands by local and disadvantaged communities. The Project involves two primary objectives to be achieved by Spring of 2026:

1. Restore and enhance the project site (see attached project map), involving
 - a. Non-native, invasive plant eradication and control conducted by members of City Corps and/or the California Conservation Corps
 - b. Biological and cultural monitoring
 - c. Trash removal
 - d. Site security monitoring
2. Engage in community outreach and education, particularly with local disadvantaged communities, to facilitate restoration planning and stewardship of the area, involving:
 - a. Learning and trainings for students and community
 - b. Cleanup events for students and community
 - c. Native seed planting and monitoring

The Project is an essential step that will provide immediate restoration and enhancement through the removal of existing threats such as nonnative invasive species and water quality contamination. The Project will also contribute to the ecological resilience of the larger wetland complex, including Mugu Lagoon on Naval Base Ventura County, by working to eradicate the seed source of invasive plants on the project site. The Project also benefits young people who will be able to both volunteer, learn, and be employed for the successful completion of the project. If awarded, and to the extent necessary, we will continue to work with the Coastal Commission on this Project. All work in the beach areas will occur outside of shorebird nesting season, and work will be overseen by qualified biologists and coordinated with adjacent landowners and Ventura Audubon Society's biologists as needed.

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

If awarded, Watershed Grants Program funds will be recognized and appropriated to the State & Local Grant Fund (210). There is no local match required for this grant.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Eric Humel, Grants Specialist

ATTACHMENTS

1. Resolution
2. Project Location Map

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING THE SUBMITTAL OF A GRANT APPLICATION FOR
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE WATERSHED
GRANTS FUNDING

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

WHEREAS, the Public Works Department has requested that City Council approve the submittal of an application to the California Department of Fish and Wildlife for an amount not to exceed \$300,000 in Watershed Grants Funding for the Perkins Road Area Restoration and Enhancement Project;

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager to the California Department of Fish and Wildlife for the Perkins Road Area Restoration and Enhancement Project. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve budget appropriations for the use of grant funds; and the Director of Public Works or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS 17th day of October, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Resolution No.

GRANT APPLICATION FOR CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
WATERSHED GRANTS FUNDING

Page 2

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



Project Map
Grant Application for CDFW Watersheds Grant Program



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. K.4

DATE: October 17, 2023

TO: City Council

FROM: Shiri Klima, Deputy City Manager, (805) 385-7487, shiri.klima@oxnard.org

SUBJECT: Resolution Updating Grant Application Procedures.

RECOMMENDATION

That the City Council adopt a resolution updating procedures to submit grant applications.

(The Finance and Governance Committee approved this item by a vote of 3-0 on September 26, 2023)

BACKGROUND

On November 6, 2001, the City Council adopted Resolution No. 12,053, establishing procedures to submit grant applications. Currently, all grants applications for funds over \$100,000, or grants with any amount of matching funds or any ongoing or additional operating costs, are required to come to City Council before submission; the Council delegated its authority to the City Manager to submit grant applications up to \$100,000 without matching funds and without ongoing or additional operating costs requirements. There is no Council delegation of authority for a situation in which the City Manager determines a grant application is due before the next Council meeting. The resolution lists specific language that must be in the staff report recommendation and requires a resolution proposed for City Council adoption as scripted.

DISCUSSION

There is currently a process of coming to City Council which, with committee, has a lead time of six weeks, and there is no urgency option in terms of applying for grants. Staff requests authority to apply for any grant in any amount in which 1) the required matching funds or services (including operational and maintenance costs) do not exceed the City Manager's spending authority (which is currently is \$200,000), and have been previously appropriated; 2) the matching funds and grant do not obligate the City to add any full time equivalent positions; 3) the purpose of the grant implements, and is consistent with, previously adopted City policies, goals or objectives; and 4) the grant proposal has been reviewed and recommended for submission by the appropriate department director(s). With respect to the first criteria, the new cap on the City Manager's authority is not related to the total grant amount but rather to the total match amount, which aligns his authority regarding grants with his contracts authority.

Second, if the City Manager determines a grant application is due before the next Council meeting, the City Manager may authorize any grant application and must place the executed grant application for ratification at the next available City Council meeting. This will be especially relevant as grant opportunities become available when Council is on recess.

Finally, this version of the grants resolution is silent on the need for a resolution. If a grant requires a particular resolution, that will be attached to the item. If a grant requires a resolution but does not offer particular language, staff can work with the City Attorney's office to draft something appropriate. If the grant does not require a resolution, one need not be attached. However, the staff report recommendation to the City Council will list the grant amount; the match amount, if any; any budget appropriation needed; the obligation for additional staffing, operational costs, and/or maintenance costs, if any; the granting agency or nature of the grant; and the intended use of grant funds.

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 this item by a vote of 3-0 on September 26, 2023)

Prepared by: Shiri Klima, Deputy City Manager

ATTACHMENTS

1. Resolution Updating Grants Application Process

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
UPDATING PROCEDURES TO SUBMIT GRANT APPLICATIONS

WHEREAS, the Oxnard City Council last adopted Resolution No. 12,053 on November 6, 2001, establishing procedures to submit grant applications; and

WHEREAS, there is a need to update and streamline this process.

NOW, THEREFORE, the City Council of the City of Oxnard repeals Resolution No. 12,053 and replaces it with the following adopted grant procedures:

A. PURPOSE STATEMENT

The City desires to expedite grant applications and establish a process for the City Manager to apply for grants without a formal Council process.

B. APPLICATIONS SUBMITTED ON APPROVAL OF CITY MANAGER

1. The City Manager is authorized to submit a grant application under the following criteria:

a. Required matching funds or services (including operational and maintenance costs) do not exceed the spending authority of the City Manager per Oxnard City Code Section 4-72(C), as may be amended from time to time (which in 2023 is \$200,000), and have been previously appropriated; and

b. The matching funds and grant do not obligate the City to add any full time equivalent positions; and

c. The purpose of the grant implements, and is consistent with, previously adopted City policies, goals or objectives; and

d. The grant proposal has been reviewed and recommended for submission by the appropriate department director(s).

2. The City Manager is authorized to execute all documents required for the City to apply for or

accept such grants. The Finance Director is authorized to submit financial reports, submit grant claims, and approve budget appropriations for the use of grant funds. The appropriate department director(s) are authorized to submit non-financial reports.

C. APPLICATIONS SUBMITTED ON APPROVAL OF CITY COUNCIL

1. Applications for grants that do not meet the criteria above may be submitted only by authorization of the City Council.
2. The staff report recommendation to the City Council shall list the grant amount; the match amount, if any; any budget appropriation needed; the obligation for additional staffing, operational costs, and/or maintenance costs, if any; the granting agency or nature of the grant; and the intended use of grant funds.
3. If the City Manager determines a grant application is due before the next Council meeting, the City Manager may authorize any grant application and must place the executed grant application for ratification at the next available City Council meeting.

PASSED AND ADOPTED this ____ day of October, 2023, by the following vote:

AYES:

NOES:

ABSENT:

John C. Zaragoza, Mayor

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro, City Clerk

Stephen Fischer, City Attorney



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.5

DATE: October 17, 2023

TO: City Council

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

SUBJECT: Agreement 32400183 with Black Gold Industries for On-Call Citywide Hazardous and Unknown Waste Identification, Collection, and Disposal Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with Black Gold Industries for citywide known and unknown hazardous waste identification, collection, and disposal services for a total amount not to exceed \$500,000, beginning with a one-year term ending October 17, 2024, with the option for two consecutive one-year extensions. If extended, the final term date will be October 17, 2026.

(Public Works and Transportation Committee approved 3-0)

BACKGROUND

The following Public Works Department Divisions encounter various types of hazardous wastes and unknown hazardous materials due to the operations they conduct on a day-to-day basis: Parks, Streets, Fleet, Facilities, Wastewater, Environmental Resources, Special Districts and Water. Hazardous materials are defined in California Code of Regulations (CCR) Title 22 and the Code of Federal Regulations (CFR) Title 49. A hazardous material is one that poses an unreasonable risk to the health and safety of employees, the public, or the environment if it is not properly controlled during handling, storage, manufacture, processing, packaging, use, disposal, or transportation. They may be gases, liquids, solids, or combinations of these physical states. A hazardous waste service is necessary given that unknown waste and materials/items must be packaged, and transported with strict procedures and guidelines to limit risks. The unknown materials/items must then be identified and properly disposed of which is not the typical disposal process through Environmental Resources.

Routinely the Public Works Divisions will utilize the vendor for the following:

- Oil and oil filters
- Solvents
- Antifreeze
- Aerosols
- Chemicals
- Paints

DISCUSSION

City of Oxnard Public Works Department encounters unknown hazardous materials in the public right of way which employees do not have the proper training, equipment or the proper disposal outlets to remove these materials. Also, such services are required for emergency responses, vehicle accidents, fires, and other related incidents. Besides removing and

disposing of hazardous waste from Public Works Division facilities, the vendor will be utilized for burned/abandoned vehicles, hazardous roadway spills and unknown hazardous waste/materials from illegal dumping in the public right-of-way that will include testing and identifying substances, labeling, documenting and transporting to a proper waste facility for recycling, reuse, and reclamation.

The vendor is to furnish all labor, materials, supplies, and equipment to complete the work as required by this solicitation. In addition, the vendor is to provide cleaning and recovery services that arise due to spills, accidents, or any other type of unforeseen event. Additionally, the vendor is responsible for responding to urgent matters within 2 hours and within 24 hours for non-emergency.

The City's Purchasing Department released a Request for Bid (RFB) PW24-01 for On-Call Hazardous Waste Identification, Collection and Disposal Services on July 17, 2023, with a bid due date of August 8, 2023. The RFB PW24-01 received two bids from Black Gold Industries and Clean Harbors Environmental Services, Inc.

The bids were reviewed by the Purchasing Department and Streets Division. Staff has determined Black Gold Industries to be the lowest, responsive bidder pursuant to the process outlined in the Oxnard Municipal Code. Staff has confirmed that Black Gold Industries meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes that the vendor is capable of satisfactorily providing the necessary services. Furthermore, Black Gold Industries has been providing these same services for the past year.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The cost for this Agreement with Black Gold Industries shall not exceed \$500,000 over the full term, which can be up to three years, if extended. The estimated spending plan in Fiscal Year 2023-24 is \$107,100 commencing October 18, 2023. Sufficient appropriations are included in the Adopted FY 2023-24 Operating budget. Funds for subsequent fiscal years will be requested during the annual budget process for the City Council's consideration.

Black Gold Industries Estimated Spending Plan						
Division	Account	FY 2023-24 9 months	FY 2024-25 12 months	FY 2025-26 12 months	FY 2026-27 3 months	Total 36 months
Streets	1813401-53200	\$27,000	\$40,000	\$40,000	\$13,000	\$120,000
Fleet	7413750-53200	\$8,000	\$12,000	\$12,000	\$4,000	\$36,000
Wastewater	6113614-54050	\$6,000	\$10,000	\$10,000	\$4,000	\$30,000
Park Maintenance	1013301-53200	\$13,000	\$20,000	\$20,000	\$7,000	\$60,000
Environmental Resources	6313630-53200	\$17,000	\$30,000	\$35,000	\$8,000	\$90,000
Streets Landscapes	1013304-53200	\$13,000	\$20,000	\$20,000	\$7,000	\$60,000
Recycled Water	6013605-53200	\$3,300	\$5,000	\$5,000	\$1,700	\$15,000

Water	6013600-53200	\$3,300	\$5,000	\$5,000	\$1,700	\$15,000
Special Districts	20003801-53200	\$2,000	\$3,000	\$3,000	\$1,000	\$9,000
	60503801-53200	\$1,000	\$1,500	\$1,500	\$500	\$4,500
Other Public Work Programs		\$13,500	\$20,000	\$20,000	\$7,000	\$60,500
Total		107,100	\$166,500	\$171,500	\$54,900	\$500,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on September 26, 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. Agreement 32400183

**TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND BLACK GOLD INDUSTRIES**

By This Trade Services Agreement (“Agreement”), the CITY of Oxnard (“CITY”) agrees to engage the services of Black Gold Industries (“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 agreement is for On-Call Citywide Hazardous and Unknown Waste Identification, Collection, and Disposal 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

Black Gold Industries (“SERVICE PROVIDER”), a corporation of the State of California, located at 527 North Rice Avenue, Oxnard, California 93030

3. TERM OF AGREEMENT: From October 18, 2023 To (Date): October 17, 2024

3.1 Time is of the essence in this Agreement.

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

OR

3.3 Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the SERVICE PROVIDER in accordance with Section 11 of this Agreement. SERVICE PROVIDER shall issue its written consent to the CITY’s exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with Section 20 of this Agreement.

3.4 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: \$500,000.

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

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-I (pollution)
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: Philip Schwieder	Name: Jeffery S. Hopp
Title: Streets Manager	Title: Executive Contracts Manager
Phone: 805-247-8912	Phone: 858-699-3173
Email: philip.schwieder@oxnard.org	Email: jhopp@bqi1.com
Mailing Address (if differs from above):	Mailing Address (if differs from above):
1060 Pacific Ave. Bldg. 2	
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 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.

9.1 Price Adjustments. Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the CITY at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The CITY must also be given the benefit of any decline in prices. If any price increase is granted by the CITY, the increase shall not be greater than 3% from the prior year.

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) 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, then 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 20 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. Notice shall be given in the manner set forth in section 20.

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 effective on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

BLACK GOLD INDUSTRIES

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

Victor J. Villard, CEO Date

Jeffery S. Hopp,³ Date
Executive Contract Manager

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 Black Gold Industries)

SCOPE OF SERVICES

PROJECT MANAGER: Philip Schwieder / 805-247-8912 / philip.schwieder@oxnard.org

Unknown & Division Generated Hazardous Waste Collection and Disposal Services

Vendor shall provide waste management services for illegally dumped and City Division-known generated waste, including collecting, identifying, storing, recycling, transporting, treating, and/or disposing of hazardous waste both identified and unidentified materials on an **“on-call” as-needed basis**.

Vendor shall furnish all labor, materials, supplies, and equipment to complete the work as required by this solicitation. In addition, Vendor shall provide cleaning and recovery services that arise due to spill, accident, or any other type of unforeseen event.

Identification

Vendor shall implement an identification procedure to establish the identity of unknown chemicals which may include, but not be limited to:

1. Testing and identification of unknown waste, and determining the proper DOT hazard classes
2. Segregating waste into compatible categories, if possible
3. Completing waste and container inventories, and providing quality assurance/quality control coordination to ensure acceptance of hazardous waste by treatment, storage, and disposal facilities
4. Labeling all containers containing hazardous or recyclable waste
5. Site management, including unloading supplies and ensuring site cleanliness
6. Unloading waste from vehicles
7. Bulk flammable liquids and other bulkable hazardous waste
8. Other tasks as requested by the City related to hazardous/unknown waste

Cleaning Services for Potentially Hazardous Waste

Cleaning services shall be requested when any of the following scenarios occurs, or when deemed necessary by the City's Project Manager. Requests shall be made in response to any of the following scenarios: Emergency Response, Burned/Abandoned Vehicles and/or property, Recreational Vehicles Clean Up (including blackwater/greywater tank removal and disposal, if needed), and Hazardous roadway spills, in addition to others.

1. Burned/Abandoned Vehicles and/or property clean-up services may include the following, but are not limited to:

1. Gasoline/Diesel fuel
2. Fluids such as gear oil, power steering fluid, transmission oil, brake fluid, used oil
3. Switches and lamps
4. Filters
5. Lead acid-batteries
6. Wheel weights
7. Battery cables
8. Air conditioning units
9. Brake shoes and clutches
10. Waste tires
11. Blackwater/greywater tank removal and disposal

2. Hazardous Roadway spills clean up services may include the following, but are not limited to:

1. Prevent the spread of dust and vapors
2. Neutralizing acids and bases, if possible
3. Control the spread of liquid/material
4. Absorb the liquid/material
5. Collect and contain the cleanup residues
6. Dispose of using effective safety practices and following proper disposal procedures
7. Decontaminate area and clean affected equipment

3. Illegal Dumping clean up services which include the removal and disposal of unauthorized waste on public or private property may include the following, but are not limited to:

1. Waste removal and disposal of E-waste, furniture, appliances, household hazardous waste, mattresses, motor oil and filters latex and oil-based paint, paint thinners, tires, tree trimmings and yard waste, propane tanks, construction and demolition, and general debris
2. Waste tire cleanup projects include the collection, removal, transportation, recycling, and disposal of waste tires from illegal tire piles or public rights of way

Types of Waste

Waste profiles may include the following, but are not limited to this list:

1. Municipal solid waste - commonly referred to as trash or garbage. Examples include; food, paper, plastics, textiles, leather, wood, glass, metals, sanitary waste in septic tanks, and other waste.
2. Hazardous Waste - dangerous or potentially harmful to health and the environment. Examples include; paints (latex and oil-based), paint thinner, adhesives, printshop chemicals, stains, solvents, pesticides, old gasoline, and other fuels.
3. Corrosives - A chemical substance (solid, liquid, or gas) that can cause destructive damage to body tissues at the site of contact. It can cause severe burns to the skin and can "eat through"

4. clothing, metal, and other materials. Examples include: hydrochloric acid, sodium hydroxide, drain cleaner, acidic toilet cleaner, caustic paint stripper, epoxy resins, and car batteries
5. Flammable – A chemical substance that may be ignited at almost any temperature. It may also spontaneously react with oxides. Examples include: gasoline, acetone, plastic glue, flammable solvents, nail polish remover, paint thinner, stains & finishes, kerosene, and lighter fluid
6. Irritant - A chemical substance that may cause soreness or inflammation of the skin, eyes, mucous membranes, and/or respiratory system.
7. Oxidizer - An unstable chemical substance that can spontaneously react with flammables and releases oxygen. Examples include calcium hypochlorite (bleach), hydrogen peroxide, and pool chlorine tabs.
8. Volatile Toxic Compounds – A chemical substance that may cause injury or death upon ingestion (eating/drinking), absorption (touching), or inhalation (breathing into lungs). Examples include; pesticides, methylene chloride, insecticides, flea repellents and shampoos, and rodent bait.
9. Biohazardous- infectious agents or hazardous biological materials that present a risk or potential risk to the health of humans, animals, or the environment. Examples include; human blood, human body fluids, microbiological waste, pathological waste, and sharps waste.
10. Paint- of any kind, water, oil, enamel, bituminous, aluminum, synthetic rubber, cement, emulsion, etc.
11. Unknown/Unidentified – Any unwanted hazardous material whose chemical composition or characteristics are unidentifiable
12. Other - asbestos waste

Supplies and Equipment

Vendor shall be responsible for using appropriate supplies, materials, equipment, vehicles, and drivers as specified by federal and state laws and regulations for the management of hazardous waste. Vendor shall furnish supplies and equipment necessary for the safe and legal packaging, transportation, and disposal of all waste collected.

Response Times and Reporting

1. **Urgent** - Vendor response times shall be within 1 hour if possible, and in no event longer than 2 hours from the initial call out.
2. **Non-emergency** - Vendor response times shall be within (24) hours from the initial call-out. In the event that an unforeseen circumstance prevents the vendor from performing the services in the time allotted, the vendor shall contact the City's Project Manager as soon as they are made aware of the delay.

Vendor shall provide a close-out report identifying the following items:

1. Date
2. Time
3. Location
4. Type of Response
5. Items collected/disposed of and/or services performed

Invoicing

1. Vendor shall send a monthly invoice for the cost of loading, transporting, and delivering waste to licensed and permitted recycling centers. Monthly invoices shall itemize types, quantities, and dates of service. Vendor invoice to City shall include all labor, supervision, equipment, materials, supplies, fees, permits, transportation, and any other cost directly or indirectly relating to the work Vendor performed.
2. City shall pay Vendor within thirty (30) days of receiving a monthly invoice from Vendor.

Regulatory Requirements

The Vendor is responsible for keeping up to date on all regulations pertaining to the management of hazardous waste. The Vendor must be thoroughly knowledgeable on the requirements of the Department of Resources Recycling and Recovery (Cal-Recycle) programs, such as the Battery and Paint Stewardship Acts, etc., and the issues relating to the environmentally sound management and recycling of hazardous waste.

Safety Practices

Vendor shall follow all the operational and safety practices while conducting service on City facilities. Vendor shall comply with all the policies, procedures, and practices including wearing personal protective equipment such as hard hats, safety vests, safety glasses, gloves, and safety footwear. May also include traffic safety if needed.

Recycling, Treatment, and Disposal

Vendor shall arrange for the ultimate disposition of the waste according to the following hierarchy: reuse, recycling, fuel blending, treatment/neutralize/incineration, stabilization/solidify/landfill, and lastly, direct hazardous waste landfilling. Following the waste hierarchy, the vendor shall endeavor to recycle as much material as pos

EXHIBIT B

**TRADE SERVICE AGREEMENT
(CITY of Oxnard and Black Gold Industries)**

SCHEDULE OF COMPENSATION

UNKNOWN & CITY GENERATED HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES						
	Monday-Friday 5:00 a.m. to 5:00 p.m.		After Hours 5:01 p.m. to 4:59 a.m.		Weekends/Holidays 24 hours	
Description	Non-		Non -		Non-	
	Urgent	Emergency	Urgent	Emergency	Urgent	Emergency
Identification - (Hourly)						
Chemist Testing Fee	\$ 175.00	\$125.00	\$ 265.00	\$175.00	\$415.00	\$325.00
Lab Analysis						
Cleaning Services - (Hourly)						
Hazardous Roadway Spills	\$ 175.00	\$ 95.00	\$ 225.00	\$ 150.00	\$375.00	\$300.00
Recreational Vehicle Clean Up	\$ 175.00	\$95.00	\$225.00	\$150.00	\$375.00	\$300.00
Burned/Abandoned Vehicles	\$ 175.00	\$95.00	\$225.00	\$150.00	\$375.00	\$300.00
and/or Property						
Illegal Dumping	\$175.00	\$95.00	\$225.00	\$150.00	\$375.00	\$300.00
Service Fees - (Per Service Call)						
Driver Fee	\$195.00	\$135.00	\$225.00	\$150.00	\$425.00	\$350.00
Site Safety Officer (As Needed)	\$175.00	\$125.00	\$265.00	\$175.00	\$415.00	\$325.00

Mobilization Fee	Urgent (Only)	Urgent (Only)	Urgent (Only)	Urgent (Only)
<i>(On-Call Only)</i>	\$500.00	\$1500.00	\$1500.00	\$1500.00
Containers - (Each)	5 gallon	15 Gallon	30 Gallon	55 Gallon
Polyurethane O/T	\$28.00	\$75.00	\$75.00	\$90.00
Polyurethane Closed	\$30.00	\$75.00	\$75.00	\$90.00
Metal O/T	\$45.00	\$75.00	\$75.00	\$90.00
Metal Closed	\$45.00	\$75.00	\$75.00	\$90.00
Supplies, and Disposal - (Each)	5 Gallon	15 Gallon	55 Gallon	
Municipal solid waste	\$105.00	\$105.00	\$185.00	
State Regulated - Liquid Waste *Per Gallon \$1.00 (no solids)	\$120.00	\$120.00	\$205.00	
State Regulated - Solid Waste	\$120.00	\$120.00	\$205.00	
Corrosives <i>(Liquid in Drum)</i>	\$280.00	\$360.00	\$575.00	
Flammable <i>(Liquid in Drum)</i>	\$150.00	\$175.00	\$350.00	
Oxidizer	CASE	BY	CASE	
Paint	\$150.00	\$175.00	\$375.00	
Volatile Toxic Compounds	CASE	BY	CASE	
Bio Hazardous	CASE	BY	CASE	
Irritant	CASE	BY	CASE	

Daily Rental Rates	20yd	40 yd
Industrial Roll Offs	\$35.00	\$40.00
Cubic Yard Boxes (pallets)		
1 X 1 yd.	\$145.00	
Asbestos		
Profiling - Per Ton <i>(For new/renewal - profiles good for one year from date of initial profile, renewable each year)</i>	\$150.00	
Removal / Disposal	\$250.00	

Towing Service Fees (Portal)	Hourly
Light	\$295.00
Medium Duty	\$345.00
Landoll	\$345.00
Heavy Duty	\$425.00
Other Disposal Fees (Each)	
Filters (55g Drum)	\$75.00
Lead acid-batteries	\$0.35 (LB)
Wheel weights	\$1.00 (LB)
Battery Cables	\$1.00 (LB)
Air Conditioning Units	Case-by-Case
Brake Shoes and clutches	Case-by-Case
Blackwater/greywater tank removal and disposal	Case-by-Case
Gasoline (55g Drum)	\$350.00
Diesel Fuel (per Gal)	\$2.69
Fluids such as gear oil, power steering fluid, transmission oil, brake fluid, used oil (55g Drum)	\$150.00
Switches and Lamps	\$0.40 (LB)
General Percentage Discount of List Pricing	0%

EXHIBIT C

TRADE SERVICES AGREEMENT (CITY of Oxnard and Black Gold Industries)

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.

Exhibit INS-I

INSURANCE REQUIREMENTS FOR VENDORS (WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS WITH CONTRACTORS POLLUTION LIABILITY)

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

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

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

c. Contractors Pollution Liability and Errors & Omissions applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

d. Workers’ Compensation Insurance in compliance with the laws of the State of California, and Employer’s Liability Insurance in an amount not less than \$1,000,000 per claimant.

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

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

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

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

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

8/23

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-I.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER **A**

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER **B**
COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ 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 Contractors Pollution Liability and Contractors Pollution Errors & Omissions				PER CLAIM / OCCURRENCE \$2,000,000 GENERAL AGGREGATE \$2,000,000

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 462500-4299 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

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

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

EXHIBIT D

TRADE SERVICES AGREEMENT (CITY of Oxnard and Black Gold Industries)

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 \$18.89 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, 2023**

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 \$18.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, 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 Black Gold Industries)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.
3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.
6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable

apprenticeship program. Within 60 days after concluding the Project, SERVICE PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, SERVICE PROVIDER must immediately notify CITY.
8. SERVICE PROVIDER is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. SERVICE PROVIDER shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. SERVICE PROVIDER acknowledges that 8 hours labor constitutes a legal day's work. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1810.
10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit \$25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by SERVICE PROVIDER's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. SERVICE PROVIDER shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. SERVICE PROVIDER shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. SERVICE PROVIDER shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified

prevailing rate of wages, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

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



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

DATE: October 17, 2023

TO: City Council

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

SUBJECT: Amend Department-Wide Contracts and Blanket Purchase Orders for a Not to Exceed Amount Greater than \$200,000 Each.

RECOMMENDATION

That the City Council approve and authorize the Purchasing Agent to amend the following:

1. Contract #32400034 with Amazon.com Services LLC for an additional \$150,000 for a new not to exceed amount of \$350,000 through June 30, 2024;
2. Purchase Order #22400103 with Consolidated Electrical Distributors DBA Royal Industrial Solutions for an additional \$100,000 for a new not to exceed amount of \$300,000 through June 30, 2024;
3. Contract #32400031 with Famcon Pipe & Supply Inc. for an additional \$500,000 for a new not to exceed amount of \$700,000 through June 30, 2024;
4. Contract #32400092 with Ferguson Enterprise, LLC for an additional \$150,000 for a new not to exceed amount of \$350,000 through June 30, 2024;
5. Contract #32400048 with W.W. Grainger, Inc. for an additional \$250,000 for a new not to exceed amount of \$450,000 through June 30, 2024;
6. Contract #32400033 with Hach Company for an additional \$135,000 for a new not to exceed amount of \$285,000 through June 30, 2024;
7. Contract #32400050 with Home Depot U.S.A., Inc. for an additional \$150,000 for a new not to exceed amount of \$350,000 through June 30, 2024;
8. Contract #32400069 with Office Depot, Inc. for an additional \$50,000 for a new not to exceed amount of \$250,000 through June 30, 2024;
9. Contract #32400045 with Sunbelt Rentals, Inc. for an additional \$125,000 for a new not to exceed amount of \$325,000 through June 30, 2024;
10. Contract #32400047 with Waxie's Sanitary Supply, Inc. dba Waxie Sanitary Supply for an additional \$150,000 for a new not to exceed amount of \$350,000 through June 30, 2024; and
11. Contract #32400146 with Vista Paint Corporation for an additional \$100,000 for a new not to exceed amount of \$300,000 through June 30, 2024.

(Public Works and Transportation Committee approved 3-0)

BACKGROUND

As allowed by the City's Purchasing Policy, a blanket purchase order (BPO) is an agreement established with a vendor to fill repetitive needs for goods, such as janitorial supplies. A BPO utilizes the City's full buying power by taking advantage of quantity discounts, while also saving City administrative time and reduced paperwork. BPOs are established as unencumbered contracts with a maximum "not to exceed" (NTE) amount. BPOs are typically done up to a NTE of \$200,000, which is within the City Manager's authority per the Purchasing Policy. Purchase orders, using unit prices in the agreements, are then created from these unencumbered contracts for a specified amount, dependent on available budget appropriations from each division.

To provide the expected customer service of our residents, businesses, and visitors, departments and divisions need a quick and efficient method for purchasing supplies. Examples include: (1) janitorial supplies that are always needed to ensure the park restrooms can be available and (2) the purchase of irrigation supplies to repair water leaks without having to shut off the water system for an extended period of time. BPOs are an allowable tool that the City uses to satisfy this need.

The original BPOs that are identified in this report have been issued by using either a cooperative agreement or a negotiated sole source agreement. The cooperative agreements have been bid and awarded in accordance with local, State, and federal laws that govern public procurement. As such, other public agencies are also invited to utilize the terms and conditions of these cooperative agreements for their purchases. Negotiated sole source agreements are utilized for unique goods and services that are only obtainable through one source, such as proprietary reasons, or exclusive compatibility with existing City equipment.

DISCUSSION

The Public Works Department is requesting approval to amend the NTE amounts of the 11 identified BPOs listed below. These 11 vendors are heavily used by multiple divisions of the Public Works Department. The BPOs are used not only as part of a routine spending plan, but also allow the flexibility to purchase items that are not easily planned for (e.g., unexpected repairs) and/or may come up as an urgent matter to address a service need. As such, the potential exists near the end of each fiscal year for the BPOs to be more than the typical \$200,000 NTE amount approved by the City Manager. To avoid scrambling to find alternative vendors to purchase the same materials and supplies that are needed to continue operations near the end of the fiscal year, staff recommends Council authorize the NTE amounts noted in the table below. As an example, even though divisions had available funding at the end of prior fiscal years, there have been several occasions when staff had been unsuccessful in finding an alternative vendor source resulting in a delay in services until the beginning of the next fiscal year with the restored NTE amounts. Increasing the NTE amounts above \$200,000 for these 11 vendors will allow the divisions to continue services, based on available funding, through the entire fiscal year.

The NTE amounts recommended are based on data collected from each divisions' forecasted spending plan with each vendor, rising inflation, and includes estimates for unplanned and/or urgent work. These recommended increases to the NTEs will allow the Public Works Divisions the flexibility to fully utilize their purchasing plans and to address unexpected maintenance needs and shifting priorities. The following bullet points are a brief description of the supplies that are provided by the 11 vendors.

Cooperative Agreement BPOs

- Amazon.com Services LLC, is used by multiple departments and the Public Works Department uses them primarily for office supplies.
- Both Ferguson Enterprise, LLC and Famcon Pipe & Supply provide waterworks materials and supplies, such as irrigation and industrial grade pipe, that includes clamps, valves, mechanical joints, and gaskets. These items are essential throughout multiple divisions of Public Works.
- W.W. Grainger is used by Public Works for safety related equipment. Maintenance, repair and operations (MRO) supplies a broad range of industrial equipment, maintenance supplies, tools, and parts.
- Hach Company is utilized by the Water, Wastewater, and Special Districts Divisions for water monitoring supplies.
- Home Depot is utilized by Public Works Divisions for hardware, tools or construction products.
- Office Depot supplies various office supplies to support business operations for all Public Works Divisions.
- Sunbelt is used by Public Works Divisions for their access to heavy equipment rentals such as tractors and backhoes.
- Waxie's Sanitary Supply is used for janitorial supplies.
- Vista Paint Corporation is used by Public Works Divisions for paint, painting equipment, graffiti removal materials and supplies.

Negotiated Sole Source Agreement BPO

- Consolidated Electrical Distributors (CED) is used by the Water and Wastewater Divisions as their only source for Rockwell variable frequency drive pumps and replacement parts. CED is the sole distributor of Rockwell brand products for the Southern California region.

Below is a summarized list of recommendations of not to exceed values of greater than \$200,000 for current BPOs being utilized by the Public Works Department in which nine have been awarded through a cooperative agreement and two as a sole source, with a requested annual NTE amount greater than \$200,000. While some of the contracts continue past this fiscal year, we are only requesting authorization for the current fiscal year.

Vendor Name	Cooperative Agreement/ Agreement Type	Cooperative Agreement Number	Cooperative Agreement Initial Expiration Date	Contract or Purchase Order #	Initial Issued Amount	FY 2023-24 Recommended Not to Exceed Amount
Amazon.com Services LLC	Omnia Partners	MA 3457	5/5/25	32400034	\$200,000	\$350,000
Consolidated Electrical Distributors dba Royal Industrial Solutions	Sole Source	N/A	N/A	22400103	\$200,000	\$300,000
Famcon Pipe & Supply Inc.	City of Ventura	ITB No. B-130000654	6/30/24	32400031	\$200,000	\$700,000
Ferguson Enterprise, LLC	City of Ventura	ITB NO. B-130000654	6/30/24	32400092	\$200,000	\$350,000
W.W. Grainger, Inc.	Omnia Partners	2018.000207	12/31/24	32400048	\$200,000	\$450,000
Hach Company	GSA	GS-07F-9314S	1/31/26	32400033	\$150,000	\$285,000
Home Depot U.S.A., Inc.	Omnia Partners	16154	12/31/26	32400050	\$200,000	\$350,000

Office Depot, Inc.	Omnia Partners	R190303	6/30/24	32400069	\$200,000	\$250,000
Sunbelt Rentals, Inc.	Omnia Partners	R200601	10/31/24	32400045	\$200,000	\$325,000
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	NCPA	02-27	10/31/24	32400047	\$200,000	\$350,000
Vista Paint Corporation	Sole Source	RFB PW #22-11	12/20/24	32400146	\$200,000	\$300,000

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 all amended BPOs will be funded from various funding sources. Funding to pay for these parts and supplies will come from Public Works divisional available operating budgets. Sufficient appropriations are included in the City Council approved FY 2023-24 Operating budget for these various purchases through June 30, 2024.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on September 26, 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. City of Oxnard Contract - 32400034
2. City of Oxnard Purchase Order - 22400103
3. City of Oxnard Contract - 32400031
4. City of Oxnard Contract - 32400092
5. City of Oxnard Contract - 32400048
6. City of Oxnard Contract - 32400033
7. City of Oxnard Contract - 32400050
8. City of Oxnard Contract - 32400069
9. City of Oxnard Contract - 32400045
10. City of Oxnard Contract - 32400047
11. City of Oxnard Contract - 32400146



300 W. THIRD STREET
OXNARD, CA, 93030

CONTRACT ORDER

Page 1 of 1

AMAZON.COM SERVICES LLC
P.O. BOX 035184
SEATTLE, WA 98124-5184

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Contract #	32400034
Department	FINANCE PURCHASING
Type	ADMIN
Bonds in Lieu	N
Fiscal Year	2024

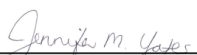
VENDOR NUMBER	ESTIMATED START	ESTIMATED COMPLETION	EXPIRE DATE
21080	07/01/2023	06/30/2024	06/30/2024
RFP DESCRIPTION	ADMINISTRATOR	VENDOR PHONE NUMBER	
	Edwin Ramos	888-283-2209	

CONTRACT DESCRIPTION

FY 23-24 AMAZON ON-LINE MARKET OMNIA COOP MA 3457

[2023-08-10 11:01:29 edwin.ramos]: For the next contract change order: Line 17 - need to be deleted, the G/L account is for Recreation, instead of PW - Parks. Line XXX - need to add for PARKS, encumber \$3,000.00 [2023-06-22 11:54:34 edwin.ramos]: CONTRACT # 32400034 AMAZON ON-LINE MARKET PLACE FOR GOODS & SUPPLIES OMNIA COOP MA 3457 NON-ENC CONTRACT - CITYWIDE - REQUIRE POs NTE \$200,000.00 START DATE: 07/01/2023 EXP DATE: 06/30/2024 DEPT/LOC: FINANCE - PURCHASING ADMINISTRATOR: EDWIN RAMOS NOTE - DEPARTMENTS LISTED IN THE CONTRACT (SEE ACCOUNTS TAB) ARE AUTHORIZED TO PURCHASE ON-LINE BY SUBMITTING A REQ TO PO, ONCE THE REQUISITION IS APPROVED AND A PO IS GENERATED, THE DEPT CAN GO ON-LINE AND SUBMIT THE ORDER. THE PAYMENT METHOD STILL REMAINS THE SAME - PCARD. PO # BY DEPARTMENTS: (Asterisk * - multiple lines/accounts) (1) PO # 224-00-067 CITY ATTY (2) PO # 224-00-071 CITY CLERK (3) PO # 224-00-051 CITY MANAGER (4) PO # 224-00-XXX B & L * (5) PO # 224-00-XXX COM DEV * (6) PO # 224-00-053 FINANCE * (7) PO # 224-00-060 FIRE DEPT * (8) PO # 224-00-XXX HOUSING (9) PO # 224-00-069 HUMAN RESOURCES (10) PO # 224-00-XXX INFORMATION TECHNOLOGY * (11) PO # 224-00-085 POLICE DEPT * (12) PO # 224-00-XXX PW - ADMIN (13) PO # 224-00-XXX PW - ENG * (14) PO # 224-00-XXX PW - ER (15) PO # 224-00-XXX PW - FACILITIES (16) PO # 224-00-XXX PW - FLEET (17) PO # 224-00-XXX PW - PARKS (18) PO # 224-00-XXX PW - SPECIAL DISTRICTS * (19) PO # 224-00-XXX PW - STREETS (20) PO # 224-00-XXX PW - WATER * (21) PO # 224-00-XXX PW - WASTEWATER * (22) PO # 224-00-XXX RECREATION *

By acceptance of this Contract, you agree to the attached terms and conditions of the City of Oxnard.


City of Oxnard Purchasing Manager

Total Expended	\$3,737.30
Total Open PO	\$184,714.70
Total Open Requisition	\$0.00
Total Contract Balance	\$10,513.00
Total Liquidated Amount	\$188,452.00
Total Revised	\$198,965.00
TOTAL ORIGINAL	\$200,000.00

PURCHASE / CONTRACT ORDER TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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

ADDITIONAL REQUIREMENTS FOR FEDERAL GRANT-FUNDED PROJECTS

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



City of Oxnard
300 West Third Street
Oxnard, California 93030

PURCHASE ORDER

Fiscal Year 2024

Page 1 of 1

Bill To
Email Address for Invoices is listed
below.
(Ship Email)

Ship To
See Shipping Information Below

Purchase Order Number **22400103**

Purchase Order Date **08/03/2023**

Department **WW MAINTENANCE**

Required By **06/30/2024**

Vendor 1233
CONSOLIDATED ELECTRIC DISTRIBUTORS, INC
1920 WESTRIDGE DR.
IRVING, TX 75038

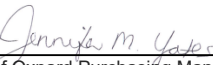
VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
805-642-0361	DCABLE@ROYALVENTURA.COM	1233	12400221	

NOTES

FY 23-24 VFDS & PLCS FOR WASTEWATER & WATER

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	WASTEWATER- CONSOLIDATED ELECTRICAL DISTRIBUTORS (6113615-52400) Ship To: WW MAINTENANCE 6001 PERKINS ROAD OXNARD, CA 93033 Ship Email: waterap@oxnard.org	1.0000	EACH	\$60,000.0000	\$60,000.00
2	WASTEWATER- CONSOLIDATED ELECTRICAL DISTRIBUTORS (6113615-56040) Ship To: WW MAINTENANCE 6001 PERKINS ROAD OXNARD, CA 93033 Ship Email: waterap@oxnard.org	1.0000	EACH	\$40,000.0000	\$40,000.00
3	WATER- CONSOLIDATED ELECTRICAL DISTRIBUTORS (6013600-52400) Ship To: WATER ADMINISTRATION 251 S HAYES AVENUE OXNARD, CA 93030 Ship Email: waterap@oxnard.org	1.0000	EACH	\$60,000.0000	\$60,000.00
4	WATER- CONSOLIDATED ELECTRICAL DISTRIBUTORS (6013605-52400) Ship To: WATER ADMINISTRATION 251 S HAYES AVENUE OXNARD, CA 93030 Ship Email: waterap@oxnard.org	1.0000	EACH	\$40,000.0000	\$40,000.00

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


City of Oxnard Purchasing Manager

Total Ext. Price \$200,000.00

Purchase Order Total \$200,000.00

PURCHASE / CONTRACT ORDER TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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

ADDITIONAL REQUIREMENTS FOR FEDERAL GRANT-FUNDED PROJECTS

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



300 W. THIRD STREET
OXNARD, CA, 93030

CONTRACT ORDER

Page 1 of 1

FAMCON PIPE & SUPPLY INC.
200 LAMBERT ST.
OXNARD, CA 93036-1022

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Contract #	32400031
Department	WATER ADMINISTRATION
Type	ADMIN
Bonds in Lieu	N
Fiscal Year	2024

VENDOR NUMBER	ESTIMATED START	ESTIMATED COMPLETION	EXPIRE DATE
1819	07/01/2023	06/30/2024	06/30/2024
RFP DESCRIPTION	ADMINISTRATOR	VENDOR PHONE NUMBER	
	Abraham Maldonado	805-485-4350	

CONTRACT DESCRIPTION

BPO FOR WATER INFRASTRUCTURE PARTS
[2023-06-20 14:15:10 Katie.Ruiz]: PIGGYBACKING OFF VENTURA'S AGREEMENT (IN TCM) NTE: \$200,000.00

By acceptance of this Contract, you agree to the attached terms and conditions of the City of Oxnard.

City of Oxnard Purchasing Manager

Total Expended	\$55,573.88
Total Open PO	\$83,464.11
Total Open Requisition	\$0.00
Total Contract Balance	\$60,962.01
Total Liquidated Amount	\$139,037.99
Total Revised	\$200,000.00
TOTAL ORIGINAL	\$200,000.00

PURCHASE / CONTRACT ORDER TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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

ADDITIONAL REQUIREMENTS FOR FEDERAL GRANT-FUNDED PROJECTS

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



300 W. THIRD STREET
OXNARD, CA, 93030

CONTRACT ORDER

Page 1 of 1

FERGUSON US HOLDINGS, INC
751 LAKEFRONT COMMONS
NEWPORT NEWS, VA 23606

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Contract #	32400092
Department	WATER ADMINISTRATION
Type	ADMIN
Bonds in Lieu	N
Fiscal Year	2024

VENDOR NUMBER	ESTIMATED START	ESTIMATED COMPLETION	EXPIRE DATE
23760	07/01/2023	06/30/2024	06/30/2024
RFP DESCRIPTION	ADMINISTRATOR	VENDOR PHONE NUMBER	
	Laura Camacho	510-404-1800	

CONTRACT DESCRIPTION

BPO FOR PVC PIPES, VALVES, PLASTICS

[2023-07-10 17:04:31 Katie.Ruiz]: USING CITY OF VENTURA'S SOLICITATION #B-130000654. NTE: \$200,000.00 7/1/23-6/30/24

By acceptance of this Contract, you agree to the attached terms and conditions of the City of Oxnard.

City of Oxnard Purchasing Manager

Total Expended	\$20,474.19
Total Open PO	\$179,525.81
Total Open Requisition	\$0.00
Total Contract Balance	\$0.00
Total Liquidated Amount	\$200,000.00
Total Revised	\$200,000.00
TOTAL ORIGINAL	\$200,000.00

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5. If services are performed or labor furnished to City under the PO/CO, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
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 - iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.
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 - b) Make any changes, alterations or variations in the terms of the PO/CO.
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 - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this PO/CO, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.



300 W. THIRD STREET
OXNARD, CA, 93030

CONTRACT ORDER

Page 1 of 1

GRAINGER
930 VIA ALONDRA
CAMARILLO, CA 93012-8047

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Contract #	32400048
Department	FINANCE PURCHASING
Type	ADMIN
Bonds in Lieu	N
Fiscal Year	2024

VENDOR NUMBER	ESTIMATED START	ESTIMATED COMPLETION	EXPIRE DATE
5404	07/01/2023	06/30/2024	06/30/2024
RFP DESCRIPTION	ADMINISTRATOR	VENDOR PHONE NUMBER	
	Eric Hernandez	805-388-7076	

CONTRACT DESCRIPTION

FY 23-24 CITYWIDE MRO SUPPLIES OMNIA 2018.000207
NTE: \$200,000.00

By acceptance of this Contract, you agree to the attached terms and conditions of the City of Oxnard.

City of Oxnard Purchasing Manager

Total Expended	\$19,432.41
Total Open PO	\$180,567.59
Total Open Requisition	\$0.00
Total Contract Balance	\$0.00
Total Liquidated Amount	\$200,000.00
Total Revised	\$200,000.00
TOTAL ORIGINAL	\$200,000.00

PURCHASE / CONTRACT ORDER TERMS AND CONDITIONS

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5. If services are performed or labor furnished to City under the PO/CO, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
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 - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
 - i. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);
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 - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this PO/CO, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.



300 W. THIRD STREET
OXNARD, CA, 93030

CONTRACT ORDER

Page 1 of 1

HACH COMPANY
2207 COLLECTIONS CENTER DR.
CHICAGO, IL 60693-0022

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

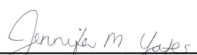
Contract #	32400033
Department	WATER ADMINISTRATION
Type	ADMIN
Bonds in Lieu	N
Fiscal Year	2024

VENDOR NUMBER	ESTIMATED START	ESTIMATED COMPLETION	EXPIRE DATE
2178	07/01/2023	06/30/2024	06/30/2024
RFP DESCRIPTION	ADMINISTRATOR	VENDOR PHONE NUMBER	
	Abraham Maldonado	800-227-4224	

CONTRACT DESCRIPTION

BPO FOR WATER TESTING EQUIPMENT/SUPPLIES
[2023-06-20 14:29:16 Katie.Ruiz]: USING GSA'S COOPERATIVE AGMT #GS-07F-9314S NTE: \$150,000.00

By acceptance of this Contract, you agree to the attached terms and conditions of the City of Oxnard.


City of Oxnard Purchasing Manager

Total Expended	\$9,388.69
Total Open PO	\$118,111.31
Total Open Requisition	\$0.00
Total Contract Balance	\$22,500.00
Total Liquidated Amount	\$127,500.00
Total Revised	\$150,000.00
TOTAL ORIGINAL	\$150,000.00

PURCHASE / CONTRACT ORDER TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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

ADDITIONAL REQUIREMENTS FOR FEDERAL GRANT-FUNDED PROJECTS

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



300 W. THIRD STREET
OXNARD, CA, 93030

CONTRACT ORDER

Page 1 of 1

HOME DEPOT CREDIT SERVICES
401 W. ESPLANADE DRIVE
OXNARD, CA 93030

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Contract #	32400050
Department	FINANCE PURCHASING
Type	ADMIN
Bonds in Lieu	N
Fiscal Year	2024

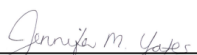
VENDOR NUMBER	ESTIMATED START	ESTIMATED COMPLETION	EXPIRE DATE
4911	07/01/2023	06/30/2024	06/30/2024
RFP DESCRIPTION	ADMINISTRATOR	VENDOR PHONE NUMBER	
	Eric Hernandez	800-395-7363	

CONTRACT DESCRIPTION

FY23-24 CITYWIDE MRO INDUSTRIAL SUPPLIES

By acceptance of this Contract, you agree to the attached terms and conditions of the City of Oxnard.

Total Expended	\$6,895.78
Total Open PO	\$166,304.22
Total Open Requisition	\$0.00
Total Contract Balance	\$26,800.00
Total Liquidated Amount	\$173,200.00
Total Revised	\$200,000.00
TOTAL ORIGINAL	\$200,000.00


City of Oxnard Purchasing Manager

PURCHASE / CONTRACT ORDER TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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

ADDITIONAL REQUIREMENTS FOR FEDERAL GRANT-FUNDED PROJECTS

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



300 W. THIRD STREET
OXNARD, CA, 93030

CONTRACT ORDER

Page 1 of 1

ODP BUSINESS SOLUTIONS, LLC
6600 N. MILITARY TRL
BOCA RATON, FL 33496

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Contract #	32400069
Department	FINANCE PURCHASING
Type	ADMIN
Bonds in Lieu	N
Fiscal Year	2024

VENDOR NUMBER	ESTIMATED START	ESTIMATED COMPLETION	EXPIRE DATE
24461	07/01/2023	06/30/2024	06/30/2024
RFP DESCRIPTION	ADMINISTRATOR	VENDOR PHONE NUMBER	
	Sandra Borjas	888-263-3423	

CONTRACT DESCRIPTION

FY23-24 CITYWIDE OFFICE SUPPLIES

[2023-06-30 11:10:17 sandra.borjas]: CITYWIDE OFFICE SUPPLIES OMNIA PARTNERS COOPERATIVE AGREEMENT R190303 EXP 06/30/24 (OMNIA EXP 06/30/24 Option to renew for five (5) additional one-year periods through June 30, 2029) NSS NTE \$200,000 EACH DEPARTMENT WILL BE REQUIRED TO REQUESTS AN INDIVIDUAL DEPARTMENT PO AGAINST THIS AGREEMENT. EACH DEPARTMENT WILL BE REQUIRED TO MANAGE THEIR INDIVIDUAL DEPARTMENT PO

By acceptance of this Contract, you agree to the attached terms and conditions of the City of Oxnard.

City of Oxnard Purchasing Manager

Total Expended	\$23,747.68
Total Open PO	\$167,112.32
Total Open Requisition	\$4,700.00
Total Contract Balance	\$9,140.00
Total Liquidated Amount	\$190,860.00
Total Revised	\$200,000.00
TOTAL ORIGINAL	\$199,685.00

PURCHASE / CONTRACT ORDER TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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

ADDITIONAL REQUIREMENTS FOR FEDERAL GRANT-FUNDED PROJECTS

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



300 W. THIRD STREET
OXNARD, CA, 93030

CONTRACT ORDER

Page 1 of 1

SUNBELT RENTALS, INC
1799 INNOVATION POINT
FORT MILL, SC 29715

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

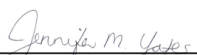
Contract #	32400045
Department	WATER ADMINISTRATION
Type	ADMIN
Bonds in Lieu	N
Fiscal Year	2024

VENDOR NUMBER	ESTIMATED START	ESTIMATED COMPLETION	EXPIRE DATE
7535	07/01/2023	06/30/2024	06/30/2024
RFP DESCRIPTION	ADMINISTRATOR	VENDOR PHONE NUMBER	
	Abraham Maldonado	888-972-8883	

CONTRACT DESCRIPTION

BPO FOR RENTAL EQUIPMENT
[2023-06-22 17:16:56 Katie.Ruiz]: USING OMNIA COOPERATIVE AGREEMENT #R200601 NTE: \$200,000.00

By acceptance of this Contract, you agree to the attached terms and conditions of the City of Oxnard.


City of Oxnard Purchasing Manager

Total Expended	\$15,815.10
Total Open PO	\$150,184.90
Total Open Requisition	\$0.00
Total Contract Balance	\$34,000.00
Total Liquidated Amount	\$166,000.00
Total Revised	\$200,000.00
TOTAL ORIGINAL	\$200,000.00

PURCHASE / CONTRACT ORDER TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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

ADDITIONAL REQUIREMENTS FOR FEDERAL GRANT-FUNDED PROJECTS

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



300 W. THIRD STREET
OXNARD, CA, 93030

CONTRACT ORDER

Page 1 of 1

WAXIE'S ENTERPRISES, LLC
9353 WAXIE WAY
SAN DIEGO, CA 92123-1036

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Contract #	32400047
Department	PW SPECIAL DISTRICTS
Type	ADMIN
Bonds in Lieu	N
Fiscal Year	2024

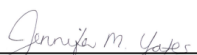
VENDOR NUMBER	ESTIMATED START	ESTIMATED COMPLETION	EXPIRE DATE
5433	07/01/2023	06/30/2024	06/30/2024
RFP DESCRIPTION	ADMINISTRATOR	VENDOR PHONE NUMBER	
	Sarah Rowley	805-335-0553	

CONTRACT DESCRIPTION

BPO FOR JANITORIAL AND CUSTODIAL SUPPLIES
[2023-06-22 08:47:14 Katie.Ruiz]:USING NCPA'S COOPERATIVE AGREEMENT #02-27 (EXP 10/31/24)
NTE: \$200,000.00

By acceptance of this Contract, you agree to the attached terms and conditions of the City of Oxnard.

Total Expended	\$3,326.72
Total Open PO	\$163,673.28
Total Open Requisition	\$0.00
Total Contract Balance	\$33,000.00
Total Liquidated Amount	\$167,000.00
Total Revised	\$200,000.00
TOTAL ORIGINAL	\$200,000.00


City of Oxnard Purchasing Manager

PURCHASE / CONTRACT ORDER TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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

ADDITIONAL REQUIREMENTS FOR FEDERAL GRANT-FUNDED PROJECTS

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



300 W. THIRD STREET
OXNARD, CA, 93030

CONTRACT ORDER

Page 1 of 1

VISTA PAINT CORPORATION
2020 E. ORANGETHORPE AVE
FULLERTON, CA 92831-5327

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Contract #	32400146
Department	PW GRAFFITI ACTION PROGRAM
Type	ADMIN
Bonds in Lieu	N
Fiscal Year	2024

VENDOR NUMBER	ESTIMATED START	ESTIMATED COMPLETION	EXPIRE DATE
5380	12/20/2021	12/20/2024	06/30/2024
RFP DESCRIPTION	ADMINISTRATOR	VENDOR PHONE NUMBER	
	Veronica Chavez	714-680-3800	

CONTRACT DESCRIPTION

BPO PUBLIC WORKS PAINT

[2023-08-03 17:04:19 Katie.Ruiz]: SOLICITED ON PUBLIC PURCHASE AS BID PW-22-11 NTE: \$200,000 LIQ. IN HTE: \$34,173.26 LIQ. IN PO 8439 IN MUNIS: \$56,525.16 TOTAL LIQUIDATED: \$90,698.42 NTE FOR UNENCUMBERED CONTRACT: \$109,301.58 ONE YEAR WITH THE OPTION FOR 2, 1 YEAR EXTENSTIONS (FULL TERM WOULD GO THROUGH 12/20/24) STAFF PICK UP SUPPLIES FROM STOREFRONT.

By acceptance of this Contract, you agree to the attached terms and conditions of the City of Oxnard.

City of Oxnard Purchasing Manager

Total Expended	\$0.00
Total Open PO	\$52,000.00
Total Open Requisition	\$0.00
Total Contract Balance	\$57,301.58
Total Liquidated Amount	\$52,000.00
Total Revised	\$109,301.58
TOTAL ORIGINAL	\$109,301.58

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5. If services are performed or labor furnished to City under the PO/CO, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
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 - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
 - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this PO/CO, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.1

DATE: October 17, 2023

TO: City Council

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

SUBJECT: Approval of the Downtown Oxnard Improvement Association Annual Work Plan and Budget for Fiscal Year 2023-24. (10 minutes)

RECOMMENDATION

That the City Council approve the Downtown Oxnard Improvement Association annual work plan and budget for fiscal year 2023-24.

(This item did not originate in Committee.)

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

<https://youtu.be/hbaJKRu5uU>

BACKGROUND

The City is the largest property owner within the forty-block area that comprises the Downtown Oxnard business improvement district. The City also serves as the pass-through entity which levies the assessments for the district. In 2019, the organization that administers the funds collected from these assessments transitioned to become a 501(c)(3) Public Benefit Nonprofit Corporation, governed by elected volunteer Officers and Board of Directors incorporated as the Downtown Oxnard Improvement Association (DOIA).

On June 1, 2021, the City of Oxnard entered into a Management and Disbursement Agreement ("Agreement") with the Downtown Oxnard Improvement Association. The Agreement sets forth the terms and conditions by which it administers the programs and services of the Downtown Oxnard property-based business improvement district ("District"), which is funded through a special assessment on real properties located within the District boundaries. (See Attachment 1.)

Pursuant to Section 4.7.1 Reports, Work Plans and Budgets of the Agreement, the Downtown Oxnard Improvement Association is to prepare an annual work plan and budget in accordance with Section 36650 of the Streets and Highways Code, and Article XIII.D of the California Constitution.

If no structural changes are recommended to the assessment engineer's report, which was adopted as part of the Management District Plan in 2019, the annual work plan and budget will be considered and approved by the City Council each year before December 1st as a condition of the management agreement and the bylaws. Such an action expresses the desired and continuing partnership between the City of Oxnard and the Downtown Oxnard Improvement Association.

The proposed improvements and activities include providing street, sidewalk, alley and parking lot cleaning; a public safety program; promotions and marketing; expansion of thematic physical amenities throughout Downtown; and other improvements and activities which benefit businesses and real property located within the District.

The City recognizes the importance of having a robust and thriving downtown, thereby sharing the goals and mission of this important community partner. The City is committed to working closely with the Downtown Oxnard Improvement

Association to continue to revitalize and enhance our historic downtown. With that in mind, it is recommended that the City Council approve the proposed budget and work plan for fiscal year 2023-24. The DOIA fiscal year is Dec. 1, 2023 - Nov. 30, 2024.

The Annual Work Plan

In the fiscal year 2023-24, the annual work plan was developed over a series of meetings held by the Downtown Oxnard Improvement Association committees that oversee each category.

Organization Administration

The Organization Administration committee oversees staff and day-to-day operations including insurance, finance, board policies, meetings, fundraising, and government relations.

The proposed projects include executing a successful District renewal campaign, providing educational opportunities to board members, increasing stakeholder communications, recruiting additional board members, making presentations to community organizations, hosting business networking events, conducting in-person merchant store visits, providing a "welcome packet" to new merchants, assisting with grand opening promotions, making check-in calls to all property owners, and developing a fundraising plan.

District Identity and Placemaking

The goal of the District Identity and Placemaking Committee is to enhance downtown Oxnard's brand, improve public perception, and position the district as a regional business and cultural attraction.

Proposed projects include marketing a new District logo, program a new monthly art walk, develop and execute a plan for year round activation of Plaza Park, promoting targeted business promotions and cultural arts assets, providing guidance to third party event organizers, reaching 12,000 followers on Instagram, commissioning three utility box art murals, installing street pole banners, and revitalizing 162 sidewalk planters.

Civil Sidewalks

The purpose of the Civil Sidewalks committee is to ensure that a clean and safe downtown is being maintained including store frontage, public parking lots, and alleyways. This committee also oversees the maintenance provider contract and relations with the Public Works and Oxnard Police departments.

Proposed projects include hosting monthly meetings with safe and clean stakeholders (Police Department, Clean Team, District Safety, and Homeless Services), conducting a stakeholder survey to identify priorities, collaborate with Oxnard Police to implement graffiti reduction strategies, continue monitoring and cleaning trash enclosures, organizing two volunteer district clean-up events and advocating for signs in public parking lots.

Land Use

The Land Use Committee oversees all issues related to parking, transportation, planning, zoning, new developments, and outdoor dining encroachments.

Proposed projects include collaborating with the City to produce a developer's fair, promoting available buildings and spaces downtown as investment opportunities, working with commercial real estate brokers and recruiting "destination-type" merchants.

For a full description of each committee's proposed projects, please see Attachment 2.

The fiscal year 2023-24 Operating Budget

As shown in the chart below, the budget is divided into four categories - corresponding with the four committee areas. The DOIA budget is \$591,161. Of note, the assessment engineer's report provides no budget allocation for the Land Use

Committee, so the annual work plan correspondingly includes no budget for that category. No structural changes to the assessment engineer’s report are required.

The budget for Administration and Operations, \$194,461, includes items such as the salaries and benefits of the executive director and administrative assistant, rent, utilities, insurance supplies, and all other items relating to the day-to-day operations of the organization. This year’s proposed Administration and Operations budget was increased to support consulting services needed in preparation of renewing the District, which is set to expire in December of 2024. In the table below, you will see this year’s Administration allocation exceeds the assessment engineer report’s allocation, specified in the Management District Plan. The Management District Plan allows for up to 10% of any budget line item be reallocated, subject to review and approval the DOIA Board of Directors and Oxnard City Council. Therefore, the action before you today would authorize the reallocation as part of the fiscal year 2023-24 work plan and budget.

The budget for District Identity and Placemaking, \$85,700, encompasses advertising, banners, event production, printing, public art, website hosting, and holiday decor.

Civil Sidewalks is the committee that receives the largest portion of the budget, 52.61% or \$311,000. The funds support maintenance and security contracts that enhance the District’s appearance and safety.

FY 2023-24 District Annual Work Plan Budget vs. Engineer’s Report		
Annual Work Plan	FY 23-24 Allocation	Engineer’s Report Allocation
Civil Sidewalks	52.61% (\$311,000)	56%
District Identity	14.50% (\$85,700)	15%
Administration	32.89% (\$194,461)	29%
Land Use	0%	0%
Total	100% (\$591,161)	100%

Please see Attachment 3 for a copy of the complete operating budget for fiscal year 2023-24.

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.

FINANCIAL IMPACT

There is no direct fiscal impact to the City in approving this action. The adopted City budget includes \$153,329.38 for the assessments associated with the public properties the City owns in the DOIA boundaries.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. DOIA Boundaries
2. FY 2023-2024 DOIA Work Plan
3. FY 2023-2024 DOIA Budget
4. Presentation

OXNARD DOWNTOWN MANAGEMENT DISTRICT



MAP NOT TO SCALE



Downtown Oxnard Improvement Association Proposed FY 2023-24 Work Plan Outline

Organization Administration
Lead the DOIA in representing the collective interests of district property owners, merchants, and residents. Comprised of the officers of the organization, the Organization Committee oversees staff, contract administration, finances, risk management, budget preparation, fund development, Board meeting agendas, bylaws and Board policies, community relations, government relations, and the annual election of Board members.
Projects: ▶ Plan and execute a successful PBID renewal campaign consisting of broad member outreach and focused one-on-one meetings with district property owners ▶ Provide inspiring Board development opportunities with Downtown-specific educational resources including IDA and CA Main Street Association events and publications along with general non-profit fiduciary training sessions ▶ Collaborate with community advocates and business organizations with complementary missions including the West Ventura County Business Alliance, Women’s Economic Ventures, INCF, Homeless Commission, Arts Commission, and Visit Oxnard ▶ Expand on the DOIA’s “coffee hour” open house events – schedule monthly and conduct more in-person outreach to increase participation; include a brief update on current downtown initiatives at each event ▶ Promote staff advancement by delegating more stakeholder engagement activities such as survey taking, public works communications, and events coordination. Provide competitive compensation and a rewarding work experience that helps to retain valuable trained personnel ▶ Complete collection and analysis of merchant survey ▶ Provide “welcome packet” to new downtown merchants and assist with their grand opening promotions ▶ Explore potential office relocation to Oxnard Transit Center to better promote business development and enhance presence on eastside Blvd and transit area ▶ Design a comprehensive Downtown sponsorship packet to solicit financial and in-kind support from major Oxnard-based companies ▶ Publish a visually dynamic and compelling annual report on the progress of revitalization efforts accomplished through the City-DOIA partnership

Oxnard Downtown Improvement District

Proposed FY 2023-24 Work Plan Outline

District Identity & Placemaking

District Identity and Placemaking is focused on enhancing Downtown’s image in ways that create deep community connections and make it an attractive place to live, work, and play. DIPM projects include branding, public relations, newsletters, special events, website development, social media, banners/outdoor advertising, streetscape enhancements such as landscaping, floral displays, holiday decorations, wayfinding, public art, maps, brochures, etc.

Projects:

- ▶ Roll out a new Downtown logo via promotional activities including an unveil event, online / social media campaign, outdoor signage, and branded merchandise
- ▶ Program a new monthly Art Walk in conjunction with the First Thursdays starting with a core of 4 – 5 participating venues and growing to 7 by year end
- ▶ Execute a Small Business Saturday Holiday pop-up marketplace
- ▶ Increase sponsorship of special events by third-party organizers that generate benefits for downtown merchants, as articulated in DOIA’s Event Sponsorship policy
- ▶ Formalize a partnership with City Planning, which embeds the DOIA into the Temporary Use Permit review process with respect to any downtown events to assure well-organized events through professional consultation and logistical support
- ▶ Develop and execute a plan for year-round activation of Plaza Park that supports positive community uses – ideas include a “Pop-up Dog Park Day,” “Locals Lunch al Fresco,” sports demonstrations, and other low-cost/high-value activities made possible through community partners and amenities including movable seating, umbrellas, games, etc.
- ▶ Surpass 12,000 Instagram followers by engaging local social influencers and producing new content features including “My Downtown Experience” vlogs, “Monday Memes,” “Throwback Thursdays,” “5 things to do this weekend”
- ▶ Create and distribute a rack card focused on cultural attractions. Place in hotels, restaurants, new housing developments, the Transit Center, museums, etc.
- ▶ Continue to update website content, merchants database, business opportunity listings, and events calendar
- ▶ Continue publishing monthly “dining & entertainment” e-newsletter and add content promoting downtown revitalization and new developments
- ▶ Commission 3 more Utility Box Art murals
- ▶ Design and install new, vibrant pole banner series along Oxnard Blvd medians
- ▶ Advocate for a Downtown-specific wayfinding signs design
- ▶ Complete the revitalization of the DOIA’s 162 sidewalk planters to include refreshing of the plant material and full cleaning and restoration of the concrete pots
- ▶ Partner on annual “Haunt in the Park” safe family Halloween event
- ▶ Expand the annual All-for-One Car Show to encompass 7 blocks of A Street
- ▶ Launch a cooperative promotional campaign powered by donated merchant gift cards to give away in engaging social media and live event contests

Oxnard Downtown Improvement District

Proposed FY 2023-24 Work Plan Outline

Civil Sidewalks
The definition of Civil Sidewalks is a clean and safe public space, including store frontage, parking lots, and alleyways. The Civil Sidewalks Committee oversees maintenance and security provider contracts to maintain the public rights of way, including sidewalk sweeping, steam cleaning, and landscaping. It also manages relations with OPD and Public Works Department.
Projects:
▶ Continue monthly meetings with District Maintenance Services, OPD, District Safety, and Homeless Services, and other City department staff (as needed) to share information on areas of concern and coordinate on solutions and prevention strategies
▶ Solicit feedback from merchants to identify priority areas of concerns and to improve the efficacy of services
▶ Continue to monitor and clean trash enclosures to prevent illegal dumping and trespassing and maintain sanitary conditions. Administer trash enclosure key replacement service to assure merchants cooperate with source separating and securing enclosures
▶ Coordinate District Safety bike patrols, ambassadorship, and routine post orders to assure all areas of the district are receiving equitable attention
▶ Contract with the appropriate City department to cut metal tree grates to provide sufficient space for the tree bases to grow and fill in deep wells with organic material to prevent potential pedestrian liabilities
▶ Conduct bi-weekly district lighting audits to spot and report broken and malfunctioning streetlights for repair
▶ Organize two (2) volunteer district clean-up events
▶ In collaboration with OPD, implement strategies to tangibly reduce gang graffiti such as conducting periodic special patrol operations, rapid 311 graffiti reports and more
▶ Develop a CPTED strategy to discourage loitering (illegal conduct) at the Pagoda
▶ Advocate to the City for the replacement of missing and faded regulatory signage in public parking lots to prevent illegal camping
▶ Advocate for updating of security camera system at the parking structure to improve public safety perception, deter illegal activities, and protect City assets
▶ Coordinate a twice a year comprehensive downtown audit with Public Works staff to identify maintenance repair needs

Oxnard Downtown Improvement District

Proposed FY 2023-24 Work Plan Outline

Land Use
Studies and provides input on issues related to parking, transportation, planning, zoning, business permitting, review of new residential and commercial developments, and public space uses.
Projects:
▶ Collaborate with City Economic Development to produce a Developers Fair early in the first quarter of 2024
▶ Continue to promote downtown investment opportunities via communications with Commercial RE brokers, enhanced online “Available Property” page and strategic social media posts
▶ Be present at and participate in important City Council and Planning Commission meetings on issues that affect the downtown
▶ Step up recruitment efforts to bring in “destination-type” specialty merchants (eg. brewery, Lassen’s, candy shop, music store, pet supply, etc.)
▶ Update demographics data and reformat the DOIA business recruitment packet for electronic distribution
▶ Facilitate access to technical assistance and resources available through Cal State CI, SCORE, SBDC, EDC-VC, WEV, etc. by offering DOIA office space as a satellite consulting and training site
▶ Execute at least one “tactical urbanism” project to test drive a particular land use concept such as an arts collective space or pocket park
▶ Study the land ownership issues and opportunities at the 5-points gateway of Oxnard Blvd to try to attract investment that is consistent with the Downtown Vision Plan



FY 2023-24 BUDGET - PROPOSED

INCOME

PROGRAMS REVENUE	FY 23-24
Carry Over Retained Earnings (projected cash balance on 12/01/23)	100,520
PBID Assessment (4% allowance for delinquent uncollected)	498,300
Rental Income (4 tenants sublease to DOIA)	19,150
Events Income (Summer car show)	13,000
Other Income	-
TOTAL INCOME	630,970

EXPENSES

CLEAN PROGRAM	
District Maintenance Services (staffing, overhead, supplies reimbursement)	236,000
TOTAL CLEAN PROGRAM	236,000
DISTRICT SAFETY	
PSC Contract Contribution	75,000
TOTAL DISTRICT SAFETY	75,000
STREETSCAPE BEAUTIFICATION (PLACEMAKING)	
Banners (C Street)	5,000
Utility Box Painting	1,500
Holiday Décor	25,000
TOTAL STREETSCAPE BEAUTIFICATION	31,500
IMAGE ENHANCEMENT (DISTRICT IDENTITY)	
Advertising & Promotion	3,600
Creative Services (graphic design, video, copywriting)	36,000
Printing Production	3,000
Website Development and Social Media Management	600
Event Production	8,500
Sponsorship	2,500
TOTAL IMAGE ENHANCEMENT EXPENSES	54,200
PERSONNEL (ORGANIZATION)	
Staff Payroll (Director and Program Coordinator)	111,880
Payroll Taxes	10,211
Workers Comp	2,200
Employee Benefits	6,000
TOTAL PERSONNEL EXPENSES	130,291
ADMINISTRATION (ORGANIZATION)	
Space Cost (Rent, M&R, Utilities)	30,000
Office Operations (Telecom, Equipment Lease, & Supplies, Postage)	7,685
Insurance (Commercial Liability, D&O)	7,300
Organization Support (Accounting, Legal, Subscriptions, Education, Meetings)	5,135
PBID Renewal (Engineering services, collateral, outreach)	11,250
Fund Development (contract grant writing)	2,500
Miscellaneous Other Expense	300
TOTAL OPERATIONS EXPENSES	64,170
Total Income	630,970
Total Expenses	591,161
Retained Earnings / Carryover	39,809

Approval of Downtown Oxnard Improvement Association Annual Work Plan and Budget for Fiscal Year 2023-24

Emilio Ramirez, Housing Director
Housing Department

City Council
October 17, 2023



Background

- 2000 - City Council established Oxnard Downtown Management District (ODMD), a property-based business improvement district (PBID)
- City is largest property owner in 40 block district.
- In 2019 - ODMD became 501(c)(3), a public benefit nonprofit corporation incorporated as Downtown Oxnard Improvement Association (DOIA)
- Renewed four times and authorized until December 2024



Background

- City Council adopted a resolution to approve the levy and collection of assessments against lots and parcels of real property within the District annually
- City serves as the pass-through agency which levies the assessments for the District
- Mutual goals of having a robust and thriving downtown



Downtown Oxnard Management and Disbursement Agreement

On June 1, 2021 City of Oxnard entered into Agreement with Downtown Oxnard Improvement Association (DOIA)

Purpose of this agreement: establish the contractual relationship between the City and the DOIA, and each of the parties' responsibilities



Section 4.7.1 requires DOIA to prepare annual work plan and budget in accordance with Section 36650 of the Streets and Highways Code, and Article XIII.D of the California Constitution. City Council to approve each year before December 1st.

Annual Work Plan and Budget

Committee Structure

- Organization Administration
- District Identity and Placemaking
- Civil Sidewalks
- Land Use



Organization Administration

Oversees staff and day-to-day operations including insurance, finance, board policies, meetings, fundraising and government relations.

Proposed Projects:

- Execute a successful renewal campaign
- Provide educational opportunities to board member
- Recruiting additional board members
- Host business networking events
- Merchant store visits
- Establish a volunteer program
- Check-in calls to all property owners
- Develop fundraising plan



District Identity and Placemaking

To enhance downtown Oxnard's brand, improve public perception, position the district as a regional business and cultural attraction.

Proposed Projects:

- Marketing new District logo
- Program a new monthly art walk
- Enhance the activation of Plaza Park
- Promote businesses and cultural assets
- Reach 12,000 Instagram followers
- Assist merchants with digital presence
- Commission 3 utility box art murals
- Install street pole banners
- Revitalize 162 sidewalk planters



Civil Sidewalks

To ensure that a clean and safe downtown is being maintained including store frontage, public parking lots, and alleyways. This committee also oversees the maintenance provider contract and relations with Public Works and Oxnard Police.

Proposed Projects:

- Host monthly meetings with safe and clean stakeholders
- Provide outreach and connect unsheltered persons with local resources
- Monitor and clean trash enclosures
- Conduct stakeholder survey to identify priorities
- Host workshop for businesses on crime deterrence
- Organize two volunteer cleanups in the district
- Collaborate and implement graffiti reductions strategies
- Promote City's waste disposal events



Oversees all issues related to parking, transportation, planning, zoning, new developments, and outdoor dining encroachments.

Proposed Projects:



- Produce a Developer's Fair in conjunction with the City
- Collaborate with commercial real estate brokers
- Recruit "destination-type" merchants
- Assemble a business attraction packet
- Partner with Code Compliance to eliminate habitual violations
- Identify opportunities to enhance lighting
- Identify and promote local resources for businesses

Fiscal Year 202324 District Annual Work Plan Budget

Annual Work Plan	FY 23-24 Allocation	Amount
Civil Sidewalks (maintenance service contract, uniforms, tools, supplies, and security guard service)	52.61%	\$311,000
District Identity (advertising, banners, event production, printing, public art, website, and holiday decor)	14.50%	\$85,700
Administration (salaries for executive director and administrative assistant, rent, utilities, insurance, and supplies)	32.89%	\$194,461
Land Use	0%	\$0
TOTAL	100%	\$591,161

Recommendation

Staff recommendation:

That the City Council approve the Downtown Oxnard Improvement Association annual work plan and budget for fiscal year 2023-24.



Questions?



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.2

DATE: October 17, 2023

TO: City Council

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

SUBJECT: Update on the Speed Hump Program (15 minutes)

RECOMMENDATION

That the City Council receive and file an update on the Speed Hump Program to include amendments to the Program's eligibility criteria as outlined in this staff report.

(This item did not originate in Committee. This is a continuation of an item approved by Council on October 18, 2022.)

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

<https://youtu.be/E3mOfzPAEco>

BACKGROUND

The City Council approved the Speed Hump Program on October 18, 2022. Since the Council approved the Program, staff has received 29 applications from citizens requesting speed hump installations on their streets.

The City's Speed Hump Program has a two-step process to determine the eligibility criteria for speed hump installations. The first step is determining if a requested street meets the minimum criteria. The street must be residential or local, have an established speed limit of thirty (30) MPH or less, have an uninterrupted street segment of one thousand (1,000) feet or longer, have a paved width of forty-four (44) feet or less with no more than two (2) traffic lanes, and must not be an emergency service vehicle or commercial truck route. Of the 29 applications for speed humps received, 17 streets met the first-step eligibility criteria for the Program and were passed on for step two reviews.

During the step two review, staff conducted comprehensive speed hump evaluations of those 17 street segments based on the City's Speed Hump Program criteria. These included collecting vehicle speed, and volume counts for three weekdays, reviewing three year's worth of collision records, and conducting field inspections. The analysis criteria included the following:

- The sum of Daily Traffic Volume on a local or residential street must be more than five hundred (500) but less than two thousand (2,000) and
- The measured 85th percentile from the twenty-four (24) hour speed profile must exceed the established posted speed limit by nine (9) MPH or more, thirty-four (34) MPH or higher on a twenty-five (25) MPH road, thirty-nine (39) MPH or higher on a thirty (30) MPH road; OR five (5) or more speed-related traffic collisions within the last twelve (12) months of recorded data.

Of the 29 applications for speed humps, only one (1) street segment met all of the current Speed Hump Program eligibility criteria. Please see the attached letters that various applicants will receive.

DISCUSSION

The intent of the Speed Hump Program is to provide staff with an opportunity to address speeding in residential streets when other primary efforts are not effective. Please see the attached staff report from October 2022 for detailed info about traffic calming opportunities other than speed humps; engineering, education, and enforcement options; and pros/cons of speed humps. The installation of speed humps is seen as a force-multiplier for enforcement (PD). Strategically placed speed humps can result in the mitigation of speeding within the range that is less likely to be ticketed by PD (usually 7-10 miles per hour over the speed limit for residential streets). This provides PD with the opportunity to address much more egregious speeding and traffic safety issues.

From the speed data collected at the 17 City streets that passed the original screening criteria, only one street's 85th percentile speed is 34 MPH, which meets the current criteria in the Program of 9 MPH over the speed limit of 25 MPH. The 85th percentile speed on the four other streets is 32 MPH. This data trends towards not having egregious speeding issues in residential areas in Oxnard. However, speeding, even the perception of speeding, in residential areas is a quality of life issue. In an effort to be as aggressive as possible to provide a force-multiplier to PD, staff in the Transportation Division reviewed the data collected in this round against the original Program criteria. What staff noted was that the development of the City's Speed Hump Program criteria was modeled after other cities in Ventura and Los Angeles County areas. The street networks in those cities are sub-division-type with long street blocks between intersections, which is different from most of the City of Oxnard's street network with short street blocks. Streets with long street blocks tend to have higher speeds. As such, to be more in tune with Oxnard's specific situation, staff has lowered the speed profile requirement in the Program to 7 MPH over the posted speed limit.

Evaluation of traffic collision data revealed that residential and local streets experienced low-speed-related traffic collisions. Based on the 17 streets reviewed, the highest speed-related collision report was one speed-related collision in 12 months. Having a collision history requirement that is too restrictive, tends to eliminate street segments that should be considered. As such, staff has modified the collision history criteria as noted in the table below.

Again, because of the lack of long residential collector-type streets in Oxnard, many residential or local streets in Oxnard experience more than 2,000 vehicles per day. Staff believes that they should have the opportunity to benefit from speed hump installations given the uniqueness of some of Oxnard's residential developments. As such, staff has modified the volume requirements from the original Program. Please see the changes summarized in the table below.

The table below summarizes the Speed Hump Program criteria revisions:

	Current	Revised	Explanation
Average Daily Traffic Volume	More than five hundred (500) and less than two thousand (2,000) vehicles per day.	More than 500 vehicles per day.	Many residential and local streets have more than 2,000 vehicles per day.
85th Percentile Speed	• Nine (9) MPH over the speed limit. • Thirty-four (34) MPH on a twenty-five (25) MPH street. • Thirty-nine (39) MPH on a thirty (30) MPH street.	• Seven (7) MPH over the speed limit. • Thirty-two (32) MPH on a twenty-five (25) MPH street. • Thirty-seven (37) MPH on a thirty (30) MPH street.	More suitable for Oxnard's street network.
Speed-related collisions	Five (5) speed-related collisions per twelve (12) month period.	Two (2) speed-related collisions per twelve (12) month period.	Residential and local streets experience low-speed-related collisions.

Modifying the Speed Hump Program eligibility criteria will allow more streets to meet the minimum threshold for speed

hump installation. With the changes made for the speed hump criteria, 4 additional street segments will be qualified for the next step in the Program.

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 by receiving this report.

COMMITTEE OUTCOME

This item did not originate in Committee. This is a continuation of an item approved by Council on October 18, 2022 .

Prepared by: Debbie O'Leary, Transportation Planner

ATTACHMENTS

1. Speed Hump Program Staff Report October 18, 2022
2. Speed Hump Approval Letter
3. Speed Hump Denial Letter
4. Speed Hump Did Not Meet Letter
5. Speed Hump Program Table
6. Presentation



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.3

DATE: October 18, 2022

TO: City Council

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

SUBJECT: Proposed Speed Hump Program. (0/15/15)

RECOMMENDATION

That the City Council:

1. Approve the proposed speed hump program as outlined in this staff report; and
2. Direct the City Manager or his designee to implement procedures to effectuate the Program as outlined in the staff report.

(Public Works and Transportation Committee approved 3-0 at a Special Meeting on September 17, 2022)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/n0-Fpo_MouA

BACKGROUND

The City receives numerous inquiries about speeding on public streets. These inquiries are usually accompanied by requests for stop signs and/or speed humps. Staff analyzes each request for stop signs and more often than not, the criteria set forth by the State of California Manual on Uniform Traffic Control Devices (CMUTCD) are not satisfied. Studies have shown that stop signs do not reduce speeds between intersections. In fact, CMUTCD strongly recommends against the use of stop signs to control speed and urges their use only as a tool to assign right-of-way at intersections. The interest in speed humps has increased in the past five years due to their increased use by agencies in the State and the exposure given to these speed humps by the media. The overwhelming majority of requests involve residential streets. The City of Oxnard does not currently have a program which addresses the use and installation of speed humps. A program will help define the issue, provide a systematic and engineering approach for review, establish priorities and funding needs, and provide a means for installation of speed humps.

The City received roughly 200 speeding complaints, mainly on residential streets, in a five-year period (from August 1, 2017 to July 31, 2022). When complaints of speeding are reported on a street, staff attempt to address the issue by conventional engineering means (i.e., additional signing and/or roadway striping). If these methods fail to mitigate the issue, or if these methods cannot be applied, selective speed enforcement is requested and conducted by the Oxnard Police Department.

It should be noted that a speed hump program was in place in Oxnard as early as 2005, based upon research performed by current staff. It is unclear of the overall program goals, procedures, or objectives because of the lack of information archived for the current staff to review. Old documents indicate that several speed humps were installed as a result of that program. Furthermore, archived documents indicate that staff understood that the program was halted in 2012 due to concerns with emergency response times expressed by the Fire Department. Additionally, documentation was found that a program was presented to the Transportation Policy Committee in 2017 and 2018 but it was never adopted by the City

Council.

This proposed program was reviewed at a special meeting on the Public Works and Transportation Committee (PWTC) on September 17, 2022. The public comments from and the written comments received for this meeting are attached. Additional information has been added to this staff report to address a common theme presented by the public at the PWTC meeting, namely other traffic calming options besides speed humps. Please see the attached flow chart for a general overview and the education, enforcement, or engineering comments below.

DISCUSSION

Currently, the City responds to neighborhood traffic concerns using the “three E’s”, education, enforcement, or engineering.

Education provides neighbors with information about how they as motorists can help to ease traffic impacts in their community through changes in behavior and attitudes, and informs them about neighborhood traffic management activities and opportunities. Following are some of the education tools:

- Neighborhood council newsletters
- Radar speed display signs
- Neighborhood programs (e.g. Pace Setting programs)
- Signage per Manual on Uniform Traffic Control Devices where appropriate
- Signage per Manual on Uniform Traffic Control Devices where appropriate

Enforcement enlists the assistance of the Police Department to focus enforcement efforts in key areas.

Engineering techniques may include physical changes such as:

- Pavement markings
- Roadway narrowing
- Raised intersections
- Traffic circles
- Signage
- Partial road closures
- Median islands, and others
- Other vertical or horizontal offsets

It should be noted that speed humps are typically one of the last options that are explored with regards traffic calming devices. While speed humps have merit in specific circumstances, there are disadvantages to them as noted in the staff report below. There are several other traffic calming opportunities, noted above in the Engineering techniques, which staff considers before exploring speed humps as an option.

Speed Humps vs. Speed Bumps:

Speed humps are suitable for streets and are typically shaped as parabolic, sinusoidal or circular and are 3 to 4 inches high. Humps create a gentle vehicle rocking motion that may cause some driver discomfort, which results in drivers slowing to approximately 15 MPH at the hump. If traversed at higher speeds, humps cause a jarring effect on the vehicle and its occupants. The primary purpose of speed humps is to lower speeds on residential streets.

Speed bumps, on the other hand, are commonly found in parking lots on private property and are typically abrupt and up to 6 inches high. Bumps cause significant discomfort at typical residential speeds. At speeds above 25 mph, bumps have less effect on vehicles with non-rigid vehicle suspensions which absorb the impact before the rest of the vehicle can react. For vehicles with rigid suspensions, such as trucks, buses, emergency vehicles (fire engines, ambulances, police cars) and motorcycles, bicycles, etc. the risk of damage and/or injury increases with bumps.

The Institute of Transportation Engineers (ITE) report and experience of other agencies determined that when properly designed and applied, speed humps have been found to be safe, effective devices when all other means have failed. It should be stressed that speed humps should only be considered when more conventional methods have failed to reduce speeds and increase safety (i.e., 3-Es: Education, Engineering, Enforcement).

Furthermore, advancements in technology have developed speed cushions and speed tables, which are specialized speed humps. The configuration of the speed cushions allow for emergency vehicles, such as fire apparatus with wide-axle set-ups, to straddle the vertical portions of a speed hump (see attached image). The speed cushion configuration results in less delay to emergency vehicles. Furthermore, in the correct situation, speed tables are a tool that can be deployed that allows for emergency vehicles to transition without a major reduction in speed (see attached image).

Effectiveness of Speed Humps:

Speed humps have been shown to reduce the travel speed of vehicles on residential streets. According to data provided by the ITE, studies indicate that the “85th Percentile Speed” decreased by six (6) to seven (7) miles per hour after speed humps were installed. However, travel speeds may also increase up to one (1) mile per hour between the speed humps.

Advantages of Speed Humps:

- Reduced vehicular speeds
- Reduced certain type of collisions
- Possible reduction in cut-through traffic

Disadvantages of Speed Humps:

- Increased emergency response time*
- Increased noise
- Impact to private vehicles (maintenance cost increase)
- Impact to public vehicles like trash trucks and fire trucks (maintenance cost increase)
- Increased speed between speed humps
- Impact to parking, drainage, and street sweeping
- Impacts to users of vehicles with disabilities (e.g. spine related disabilities)
- Reports of increased air emissions and increased gas consumption
- High capital cost
- Requires long term funding for routine maintenance
- Residents living on the block will be the ones driving over the speed humps most frequently
- Installation may require placement of the speed hump and/or warning signs in front of someone’s home

*Input from the Fire Marshall: there are response delay concerns. Namely, (1) modern fire growth curve doubles every 60 seconds; (2) the survival rate for cardiac arrest is estimated to be around 50% when CPR is administered within 3–5 min. However, this survival decreases by 7–10% with each minute that defibrillation is delayed; and (3) speed cushions could be used to help minimize delays with large fire vehicles but not with ambulances or smaller response vehicles.

*Input from the Police Department (PD): there is potential delay in emergency response, however anticipate minimal impact with police vehicles. PD is supportive of speed humps as effective traffic calming devices, where data supports their installation. PD believes that a systematic process to request speed humps will reduce complaints coming to PD to assist with analysis. Also, PD believes that speed humps would reduce time spent doing directed enforcement at the problem location, allowing police resources to focus on other areas.

PROPOSED SPEED HUMP PROGRAM

Request Process:

- a. Applications for speed humps will be accepted from any resident, neighborhood council, school, or other entity whose property is abutting the requested street segment.
- b. If the street meets the minimum eligibility criteria, the Traffic Engineering Division will perform an in-depth traffic study of the area in question prior to making a determination. This process can take approximately two (2) months to complete. Once a determination is made by the traffic engineering division, the Applicant will be notified of the outcome by mail.
- c. If approved to proceed, a map showing the proposed speed hump location will be mailed to the applicant along with Petition forms to be signed by designated area residents indicating support or opposition of the speed hump. It is the responsibility of the Applicant to collect the signatures by the date indicated on the response from the City.
- d. Once the required signatures have been collected, a minimum of 67% (two thirds) of the designated residents (either owner or tenant), the Applicant shall then return the collected Petition Forms to the City for review and verification.
- e. Completed applications will be reviewed and ranked according to the Criteria and Ranking System listed below.

Eligibility Criteria:

Traffic Engineering staff will conduct the necessary traffic engineering studies and determine the street's eligibility for speed hump installation based on the following criteria:

Minimum Criteria:

- a. The street must be designated as a local road or a “residence district” as defined in the California Vehicle Code and may not be designated as a Major Arterial, an Arterial, a Minor Arterial, or a Collector.
- b. The street may not be designated an emergency service travel route or otherwise deemed ineligible by the Fire Department.
- c. The street may not be designated as a bus or commercial vehicle truck route.
- d. The minimum length of the street or street segment under consideration for speed humps shall not be less than one thousand (1,000) feet, which is uninterrupted by stop signs or any other traffic control device. Speed humps will not be considered for installation on cul-de-sacs unless they have an uninterrupted street length of 1,000 feet or more.
- e. The local street or residence district must have a paved width of forty-four (44) feet or less and have no more than two (2) traffic lanes.
- f. The street must have an established speed zone of either twenty-five (25) or thirty (30) MPH; any street with an established speed zone of thirty-five (35) MPH or greater will not be considered. Established speed zones of thirty-five (35) MPH or greater serve as a Collector designation and will not be considered.

Analysis Criteria:

- g. The sum of traffic volumes on the local street or residence district for both directions must be more than five hundred (500), but less than two thousand (2,000) vehicles per day.
- h. The measured 85th percentile from the twenty-four (24) hour speed profile must exceed the established posted speed limit by nine (9) miles per hour or more; OR there must be five (5) or more reported speed-related traffic collisions within the subject street segment during the last twelve (12) months of recorded data.

Ranking Criteria:

The City proposes to utilize a ranking system to determine priority based on need and resources available. The ranking will be separated into the six City Council Districts. Meaning, each Council District will have its own ranked list. The table below provides the breakdown of the scoring system. A street segment’s prioritization score is determined by summing the following factors:

Item	Points
------	--------

1. Traffic Speed	Percentage of vehicles traveling at or more than ten (10) mph over the posted speed limit on the proposed project street divided by two (2).
2. Traffic Volume	Average daily traffic volume on the proposed project street divided by one hundred (100).
3. Traffic Collisions	Two (2) points per collision that likely could have been resolved by the speed hump, based on collision records for the past three (3) consecutive years.
4. Schools	Five (5) points for each private or public elementary, middle, or high school within the area benefited by the proposed speed hump.
5. Other	a) Five (5) points if a street has a sidewalk on only one side. b) Twenty (20) points if a street does not have a sidewalk on either side. c). Three (3) points for each pedestrian generator or attractor (such as a public park, public swimming pool, publicly accessible green way, etc.) within the area benefited by the proposed speed hump. d) One (1) point for each bus stop within the area. e) Five (5) points for each designated school crossing within the area. f) Ten (10) points for each yearly funding cycle period that a project remains on the prioritized list without being ranked high enough for funding (max of three funding cycles).

The street segment with the higher-ranking score will be considered to have the higher priority, by Council District. The street with the earliest application date will have the higher priority among streets with the same ranking score.

Once a request is complete, fully processed, and placed on the list to be funded, locations that do not receive funding in the initial fiscal year, will automatically be considered in the subsequent funding cycles, for a maximum of three (3) additional fiscal years (three funding cycles). As noted above, additional points are added to completed requests should they not receive funding right away. If the funding is still not approved after the three (3) year reconsideration period, the request will expire. A new written application may be submitted subject to the steps in the speed hump program in effect at the time of the application. Each application requires a separate and independent evidence of support petition.

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 estimated cost for a speed study per location is \$500. Estimated cost of design and installation of speed hump is approximately \$25,000 (assuming 3-humps per segment). Maintenance cost is estimated at \$500 per year per location for signs and markings.

No funding has been established for a speed hump program for Fiscal Year 2022-23. However, staff does anticipate that if the City Council approves the proposed speed hump program, staff will be requesting \$50,000 per City Council District (for a total of \$300,000 each year) each new fiscal year. This will allow for the installation of speed humps at the top two ranked locations in each Council District each Fiscal Year.

Please note that some agencies allow private funding for speed humps but City staff is not recommending that process for Oxnard.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on September 17, 2022 to approve the staff recommendation and to forward the item for Council approval. The Committee asked to include the following elements to the Council Staff report: 1) Other strategies that staff consider in place of speed humps and 2) Written comments received and summary of residents who spoke at the Committee meeting.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Example of Speed Table
2. Example of Speed Cushion
3. Key Steps-Speed Hump Program (flow chart)
4. Summary of Public Comments at 9/17/22 PWTC Meeting
5. Written Comments Received from Public on Speed Hump Program
6. Presentation

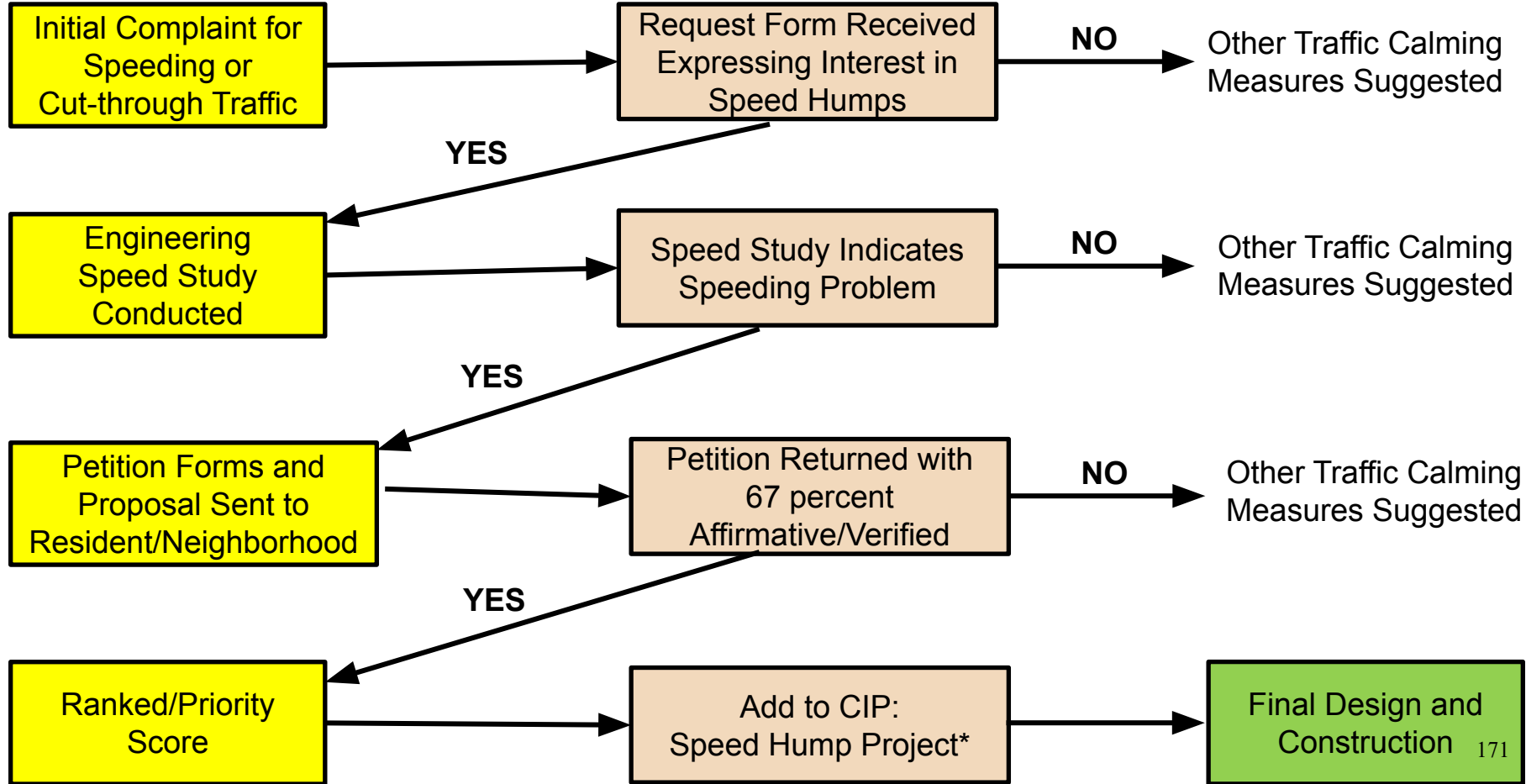
SPEED TABLE



SPEED CUSHION



Speed Hump Program Key Steps



Subject: Bump

From: Felipe Castillo <eagle_pulpo@hotmail.com>

To: "cityclerk@oxnard.org" <cityclerk@oxnard.org>

Date Sent: Saturday, September 17, 2022 9:13:53 PM GMT-07:00

Date Received: Saturday, September 17, 2022 9:13:58 PM GMT-07:00

Creo que un lugar donde tener en cuenta poner bumps, o 4 stop es la esquina de bryce canyon y A st, muchos coches cruzan muy recio, siempre hay accidentes en sus salidas, hay muchos carros abandonados por los apartamentos que impiden el parking para muchos

Subject: Speed Bump Residential Streets

From: Rachel Brown <moragaststrong1107@gmail.com>

To: cityclerk@oxnard.org

Date Sent: Saturday, September 17, 2022 9:55:43 AM GMT-07:00

Date Received: Saturday, September 17, 2022 10:10:58 AM GMT-07:00

Hello, I am working today and cannot attend but I live on south 3000 block of A St. We have a lot of close calls with speeding cars. We have pick up trucks and speeding cars every day. This street acts like a short cut from C street and saviers up to Channel Islands Blvd. If we can have a traffic survey I am sure you will see the hazards on this street. Maybe a traffic pattern change. The cars coming thru here are not the residents who live here. I have almost gotten run over many times as well as the kids on our block. Safety is a big issue. Paying our property taxes I feel that I should come home to a safe area and instead I am taking extra precaution because of these speeding cars. Something simple as a traffic barrier as this will help keeping out non residents barreling down our streets. Please take a look at this area. I am sure you will be astonished on how many speeding cars run our street. Exact address is 3051 S A St. It is a matter of time before someone is hurt or even killed on this street.

Thank you

Rachel Brown

Sent from my iPhone

Subject: Public comment - 9/17/2022 Sp. PW and Transportation Committee Meeting
From: liana campos <camposliana@hotmail.com>
To: "cityclerk@oxnard.org" <cityclerk@oxnard.org>
Date Sent: Friday, September 16, 2022 3:08:39 PM GMT-07:00
Date Received: Friday, September 16, 2022 3:08:44 PM GMT-07:00

City Clerk-

Below are comments for the Public comment - 9/17/2022 Sp. PW and Transportation Committee Meeting

Mayor, and Members of the City Council -

I would like to speak in support of additional speed humps within the City. The addition of speed humps is only a small piece of a solution that addresses the pedestrian safety issue within the City. There are other issues within the City that need analyzing such as the painting of red curbs and street lighting to increase visibility for drivers. Additionally the safe placement of bus stops for pedestrian access should be evaluated.

In the staff report or within the Police or Fire pros/cons I did not see the consideration of tsunami inundation zones. A portion of the City is located within these zones and should be considered with additional determinations.

Liana Campos

Subject: Speed Hump Program
From: 'Laura Araujo' via City Clerk <cityclerk@oxnard.org>
To: cityclerk@oxnard.org
Date Sent: Thursday, September 15, 2022 4:25:51 PM GMT-07:00
Date Received: Thursday, September 15, 2022 4:25:57 PM GMT-07:00

To whom it may concern:

I write this email as a resident of the city of Oxnard but most importantly I write this as a concerned parent of two small children.

I reside on the stretch of East Elm Street near two churches, Church of the Nazarene and Embrace Church, also near Elm Elementary School.

There is a stop sign in front of Embrace Church and another stop sign in front of 311 East Elm Street. These stop signs are mostly respected but truly are only treated as a suggestion by drivers traveling through this street. Also the whole stretch of road, E Elm St, up until you reach the traffic light connecting it to Saviers Road is treated like a drag-race track.

Nearly six years ago there was a very unfortunate accident in which a truck ran into and apartment complex on E Elm St and Gisler Ave. Ever since such event there is police presence at that T-intersection. Very rarely will police presence be posted at the T-intersection of Montrose St and E Elm St. When police is available at or near the stop signs, that is the only time drivers will fully respect these stop signs.

I fear one of these days any child including my own or just any person in general crossing this street will be hurt due to drivers speeding. Therefore I believe this street will greatly benefit from having a few speed humps installed. I understand police presence cannot always be available to deter irresponsible drivers but can only hope if these speed humps are installed, conditions will improve. We cannot take the chance at waiting for someone to get hurt by drivers speeding down this street. We must act now.

Thank you for your time.
Laura

Subject: Speed hump program
From: "faviola.fraire via City Clerk" <cityclerk@oxnard.org>
To: cityclerk@oxnard.org
Date Sent: Thursday, September 15, 2022 8:54:44 AM GMT-07:00
Date Received: Thursday, September 15, 2022 8:54:51 AM GMT-07:00

Hello,

Thank you for putting on this important meeting. I live on J street northbound between Bard rd and Yucca st. This is a one way street with a stop sign at Bard rd and a stop sign at Yucca st.

The distance between both stop signs is far too much which gives cars ample time to speed all the way through. Cars definitely take advantage of the distance to drive at excessive speed limits through this residential area. I have lived on this street for 8 years now and the issue has just gotten far worse. I do not feel safe being outside with my kids knowing drivers always go above the speed limit.

I truly feel that a speed bump is very much needed on this street to reduce the speed of cars driving by. People should not be driving by like it's a freeway. We must keep our kids safe. I am looking forward to listening to the meeting and I hope change is implemented. Thank you for your time.

Best ,
Faviola Navarro

Subject: Speed Humps
From: Marcus Weise <marcus@digitalhidef.com>
To: cityclerk@oxnard.org
Date Sent: Monday, September 12, 2022 1:02:42 PM GMT-07:00
Date Received: Monday, September 12, 2022 1:02:58 PM GMT-07:00

Marcus Weise
5246 Driftwood St. #11
Oxnard CA 93035

Ladies and Gentlemen:

Please add me to the list of those in favor of installi9ng speed humps on local streets.

Thank you

Marcus Weise

Marcus Weise

Subject: Speed Humps
From: D S <wah_2010@hotmail.com>
To: "cityclerk@oxnard.org" <cityclerk@oxnard.org>
Date Sent: Monday, September 12, 2022 12:08:42 PM GMT-07:00
Date Received: Monday, September 12, 2022 12:08:45 PM GMT-07:00

City Council Members:

We are writing in support of speed humps at the corner of Ironbark and Lantana near Sierra Linda Park and School.

It is becoming even more evident these are needed, as anyone can see the tire marks left from cars doing "donuts" in the intersections.

Thankyou for your consideration,
Residents,
Debbie S
Alice T

Subject: Speed hump
From: MJ C <littlemonster805mj@gmail.com>
To: cityclerk@oxnard.org
Date Sent: Monday, September 12, 2022 9:28:55 AM GMT-07:00
Date Received: Monday, September 12, 2022 9:29:11 AM GMT-07:00

How can I request to add a proposal for speed bump on Ash St Oxnard CA 93033 cars pass by here so fast and have crashed several times here is highly dangerous. They use this street like a short cut to avoid 5 points and cross to Oxnard Blvd they speed through here

Subject: Concerned neighbor
From: christian willis <caydenchrish@gmail.com>
To: cityclerk@oxnard.org
Date Sent: Sunday, September 11, 2022 9:03:06 AM GMT-07:00
Date Received: Sunday, September 11, 2022 9:03:22 AM GMT-07:00

Good morning I hope this email finds you well,I reside in the area of Indigo Place at Lantana St.close to the 4 way stop sign.I can sit on my porch and watch as the majority of the cars do not stop on a daily basis,a.lot of neighbors know when crossing to be extra careful due to this reason.Police will sit in plain view and they have no choice but to stop,but once there not in site its back to normal,no stopping.The lighting is not its best and certain stop signs are harder to view.We have also started to have a recent problem where people come to do burnouts in the same intersection day and night.They also tend to open up there engines down Indigo.Im all for speedbumps in the neighborhood,aswell as better lighting at the intersection of Indigo at Lantana 4 way stop,or solar powered blinking stop signs,just as the city of Port Hueneme has them.Thank you for considering.

Subject: Speed Bump Program
From: 'Diana Cortez' via City Clerk <cityclerk@oxnard.org>
To: "cityclerk@oxnard.org" <cityclerk@oxnard.org>
Date Sent: Friday, September 9, 2022 10:22:54 PM GMT-07:00
Date Received: Friday, September 9, 2022 10:23:04 PM GMT-07:00

Hello,

I have been waiting for residential speed bumps in neighborhoods of Oxnard for quite some time now and I'm excited to see/hear of it finally happening. I propose speed bumps to be placed on Yucca Street, either between C Street and Saviors Road or between Saviors Road and J Street. The reason why I feel some are needed here is because this neighborhood/street is in the vicinity of a school. Therefore, there are many children of all ages that walk these streets. When cars are going 40 mph and up it does not feel safe.

It is a constant occurrence having driver's speeding on this street. Since there is a light signal on Yucca and Saviors driver's speed up to try and make the green light. It doesn't matter what time of day it is, they always speed up to get to the light signal. In placing speed bumps on this street I feel it would deter driver's from driving fast and the possibility of causing harm to others.

Thank you.

Subject: Sierra Linda Neighborhood / Humps

From: 'Sergio Garcia' via City Clerk <cityclerk@oxnard.org>

To: "cityclerk@oxnard.org" <cityclerk@oxnard.org>, Gabe Teran <gabe.teran@oxnard.org>

Cc: Art Padilla <ap9919@yahoo.com>, "D. G." <la_ladi58@yahoo.com>, James Rosier <cowboyjimrosier@hotmail.com>, GRUMPY SEGOVIA Manuel <19grumpy51@gmail.com>, Herbert Smith <hismith1946@gmail.com>, Federico Rodriguez <iztac@juno.com>, A T <alicet2012@gmail.com>, Debbie Skupien <wah_2010@hotmail.com>, Shirley Brown <brownoze@aol.com>, Dan Lechleiter <lechlite@roadrunner.com>, Robert Valenzuela <robert.valenzuela@oxnardpd.org>, Abel / Lupe Tallez <lupetellez29@yahoo.com>, Edward Ramon <shocknawe@gmail.com>, mike Oakley <mike.s.oakley@gmail.com>, Gabe Teran <gabeteran805@gmail.com>

Date Sent: Thursday, September 8, 2022 4:46:25 PM GMT-07:00

Date Received: Thursday, September 8, 2022 4:47:24 PM GMT-07:00

Sierra Linda Neighborhood

2114 Ironbark Dr.
Oxnard, Ca, 93036
(805) 415-6648
garciash2301@yahoo.com

8th September 2022

Oxnard City Clerk

Rose Chaparro
300 w. Third st.
Oxnard

Speed Hump Program,

Sierra Linda neighborhood welcomes the Idea of Speed humps in our community. This has been a topic for decades in our neighborhood meetings. The Sierra Linda elementary school is the biggest concern located in our neighborhood at the corner of Ironbark Dr. and Gladiola st.

Lantana st. and Ironbark dr. are the main longest streets where vehicles speed beyond the limit of 25mp because they stretch at least ¼ mile before any stop sign. Any neighborhood that has a City Park or an Elementary School in their neighborhood should have speed humps to protect the public and slow down speeders 24/7

Sincerely,

Sergio Garcia Sr.

Sierra Linda Chair

Subject: Public comment
From: Chris Holden <chris.holden@oxnardunion.org>
To: cityclerk@oxnard.org
Date Sent: Tuesday, September 6, 2022 6:49:05 PM GMT-07:00
Date Received: Tuesday, September 6, 2022 6:49:17 PM GMT-07:00

I did not realize I needed to get permission to call in. I would like the opportunity to address the dangerous speeds I witness on Glenwood Drive between F street and C street along with the 4 way stop on C street and Glenwood intersection.

Looking forward to hearing from you

Christopher Holden

This is a staff email account managed by Oxnard Union High School District. This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the sender.

Subject: Speed hump program comment
From: Heather D'Anna <hdanna823@gmail.com>
To: cityclerk@oxnard.org
Date Sent: Tuesday, September 6, 2022 5:51:49 PM GMT-07:00
Date Received: Tuesday, September 6, 2022 5:54:04 PM GMT-07:00

Hi

I highly support the speed hump program. I am really excited to see this program being proposed. I hope that the large speed humps 8-12" tall and narrow are installed. Cars must really go slow over these. Traditional speed humps such as those in Silver Strand still allow cars to drive over them at a decent speed and are only slightly effective.

Thank you
Heather

Subject: speed hump program workshop
From: Chris Holden <chris.holden@oxnardunion.org>
To: cityclerk@oxnard.org
Date Sent: Tuesday, September 6, 2022 3:21:38 PM GMT-07:00
Date Received: Tuesday, September 6, 2022 3:21:50 PM GMT-07:00

Hello, I am a lifetime citizen of Oxnard and I currently reside at 417 Glenwood Drive in oxnard. I have been in contact with my city for the past several months because I feel there is a major traffic issue with cars speeding down Glenwood Drive between F street and C street.

I honestly feel the only way that this problem can be mitigated is by installing speed humps on Glenwood. This street is long, straight, and wide and people drive upwards of 40-45 miles an hour on this residential road all day and night.

I am unable to attend the in person meeting on these issues at city hall but I hope that my input will be heard. I am scared that one of the many young children that now live on Glenwood will be injured one day by one of these speeding cars.

Thank you for your time and consideration.

Christopher Holden

This is a staff email account managed by Oxnard Union High School District. This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the sender.

Subject: Speed bump
From: PS <pattylsalazar@gmail.com>
To: cityclerk@oxnard.org
Date Sent: Sunday, September 4, 2022 12:10:16 AM GMT-07:00
Date Received: Sunday, September 4, 2022 12:10:31 AM GMT-07:00

I live at a corner house of F Street next to curren school. I see the traffic passing though there should be a speed bump or a stop sign.

Subject: Public Comment: Speed Hump Program
From: Eric <eric@henrylevyhouse.com>
To: cityclerk@oxnard.org
Date Sent: Friday, September 2, 2022 8:36:44 AM GMT-07:00
Date Received: Friday, September 2, 2022 8:37:16 AM GMT-07:00

Hi,

Just wanted to add my 2 cents to the speed hump program. We moved here from L.A. last year. Our last neighborhood was horrible with speeders, so I first asked for more stop signs and the City refused. I then applied for and got speed humps. What a nightmare.

1. The speed humps did not stop people from speeding, once they were installed, the cars just flew over the top of them making loud impact noises. Trucks loaded with equipment were even worse. We had a speed hump adjacent to our house and when trucks would go over it at high speeds, it made our whole house shake like an earthquake. I have video of the cars speeding right over the tops of the humps if you need to see it.
2. I don't know what height Oxnard has approved for speed humps, but the ones L.A. puts in are not high enough to deter speeders. They also were not marked clearly enough with paint on the street and with enough signs on the road to warn people that they were there.
3. **You need to consider American's with Disabilities problems.** People with many disabilities including spinal column issues, have a real problem with speed humps. Even normal back issues are problematic for people going over speed humps sometimes. Speed humps also can cause delays for ambulances, police and fire trucks. Response times are increased 10-15 seconds per hump.
4. Speed humps have been know to damage cars especially cars like Corvettes.
5. Speed humps often lower the speed limit to less than the posted neighborhood speed. If a neighborhood is rated for 25 mph, why is it necessary to slow them down to 15 mph over a speed hump?

After the speed humps were installed and we proved they didn't stop speeders, the City of L.A. THEN decided to change the stop signs, which was a bigger deterrent to the speeding. Sure, people still run stop signs, but we found that more people at least approximated a stop than slowed down for a speed hump. I'm enclosing an article below with more information.

Speed humps don't really work. What scientifically WORKS are roundabouts, but when I wrote in and asked about that option, Oxnard shot me down.

Eric Andrist
155 S G Street

Why Municipalities are Moving Away from Speed Humps as a Traffic Calming Solution

TRAFFIC-CALMING TRENDS: Antiquated, Knee-Jerk Response to Speeding Drivers Now Being Rejected Around the World

Every day, municipalities, HOAs and school districts across the nation face problems with speeding drivers. For decades, speed humps were the only traffic-calming solution available. Today, the antiquated speed hump—a traditionally popular solution to speeding drivers—has become a controversial lightning rod in conversations involving traffic-calming solutions [coast-to-coast](#) and [around the world](#).



Contemporary wisdom now recognizes the shortcomings of and frustrations associated with speed humps. Media report that speed humps:

- Are expensive to install and expensive to maintain—Speed humps can cost \$4,500 to \$7,500. [Source: The Washington Post, Sept. 9, 2008]
- Interfere with response times of emergency vehicles—Each speed hump costs fire trucks ten seconds in response time. [Source: ABC Orlando/WFTV, Jan. 28, 2010; and Fire Capt. Jeffrey Martin, St. Petersburg Times, Feb. 2, 2008; and the Tampa Tribune, Sept. 20, 2008]
- Reduce property values—Prospective homebuyers reject home sites near speed humps. [Source: Tampa Bay Online, Sept. 30, 2009]
- Increase noise levels—Speed humps usher in a constant barrage of scraping cars and engines revving over the humps. [Source: Tampa Bay Online, Aug. 12, 2009]
- Increase wear and tear on residential and commercial vehicles—Speed humps are a source of excessive wear on tires, brakes, suspension systems, shock absorbers and rattle dashboards. [Source: The Natchez Democrat, Oct. 28, 2009]
- Expensive to remove—Municipalities, under pressure by citizens and enforced by the courts, have been forced to remove speed humps at great expense to tax payers. [Source: Tampa Bay Online, Sept. 30, 2009]
- Increase air pollution—On roads with speed humps, carbon monoxide emissions increase by 82 percent, carbon dioxide emissions double and nitrogen oxide increases by 37 percent. [Source: BBC.com, April 22, 2009]
- Reduce fuel efficiency and increase gas consumption—By forcing drivers to brake and accelerate repeatedly, speed humps will cause a car that normally that gets 58.15 mpg travelling at a steady 30mph to deliver only 30.85 mpg. [Source: BBC.com, April 22, 2009]

Additionally, some have observed that speed humps do not change driver behavior and encourage other dangerous driving behaviors, such as going “off road” to avoid the humps.

Situation Analysis:

In 2008, in Hillsborough County, Florida some of the Carrollwood community faced significant traffic-calming dilemmas. Dangerous driver speeds had caused the roads to become unsafe for pedestrians, cyclists and other drivers. In response, the county invested \$2 million in hundreds of speed humps, cushions and other devices. Within a short period of time, complaints about the speed humps began to pour in from residents, tourists and emergency responders who demanded a better solution.

As documented in the final “Neighborhood Traffic Calming Arbitration” report, Carrollwood Village residents expressed specific concerns and requests related to the speed humps:

- *“Traffic calming could have been better controlled in a more cost-effective manner through the use of speed limit flashing signs that note the speed in which the car is approaching. The speed bumps are excessive; promote unnecessary cost for continued maintenance and, over time, cause wear and tear on car alignment and shocks.” T.B.*
- *“... (the speed hump) creates an unacceptable delay in emergency response...” K.K.*
- *“Speed humps cause damage to automobiles and increased noise from.” M.F.*
- *“Safety, fire hazards—Noise pollution. Horrendous disfigurement of the neighborhood. Get rid of all of them. Use electronic feedback signs.” N.K.*
- *“My brother’s death could have been the result of four speed bumps.” W.C.*
- *“Speed bumps are irritating and upsetting and painful. It’s the same as going over chuck holes. Speed bumps make traffic speed unpredictable as some vehicles don’t slow down.” D.C.*
- *“Numerous speed humps and tables slow down response time to emergency vehicles[and subject automobiles to]obstacles which contribute the excessive wear and tear to my vehicles.” L.B.*

The controversy was settled legally in 2009 when arbitrators ruled that about one-third of the newly installed speed humps should be removed. The result: Hillsborough county has spent at least \$200,000 to remove the speed humps in Carrollwood Village alone.

Resolution:

Time and technology have eclipsed the traditional fix. Residents and community leaders—armed with online access to information and vendors—expect and demand an improved solution that could accommodate a broad range of needs.

In addition to speed hump removal, the arbitration report also recommended the installation of additional driver feedback signs—a solution that had been part of the original plan but delayed due to the controversy. With some 40 driver feedback signs to be installed within a beautiful residential setting, cost and aesthetic appeal became primary considerations. Local community leaders Libbie Jae and Jennifer Fritch spearheaded the search for a cost-effective and attractive solution.

“Driver feedback signs are subtle but very effective reminders to drivers without all the noise and disruption of speed humps, which have been quite divisive,” says Libbie Jae. “Radarsign offers a great solution that answered all of our needs: Not only are the signs silent and attractive, they are also very affordable and the solar

power option makes them a green solution. I just see Radarsign as a win-win all the way around.”

Related Stories:

- [April 2010, Columbia News Service: Millburn Township in New Jersey is forced to remove five of eight speed humps.](#) Taxpayers estimated to foot the loss of \$8,000 in installation costs plus removal fees.

<https://www.radarsign.com/why-municipalities-are-moving-away-from-speed-humps/>

Speed Humps Face a Roadblock

BY CHRISTIAN YARNELL

April 13, 2010

After a 19-year-old died last October in a single-car crash in the wealthy suburban township of Millburn, N.J., many of the town’s 20,000 residents demanded action to reduce speeding on local roads. A few weeks after the accident, the township’s public safety committee met and quickly decided on a solution. Traffic-slowng speed humps were installed at eight different intersections around town, including on Glen Avenue, home to Millburn’s busy train station, which is where many commuters to New York City begin their trip.

While town officials claim the decision was in the works for a while, it seemed meant to satisfy residents alarmed by the accident. But it also triggered vocal opposition, leading to a tense public debate about traffic problems.

Around the country, cities and towns worried about pedestrian safety and fed up with speeding cars on residential streets have increasingly turned to speed humps. Speed humps are like speed bumps at malls and in parking lots, but they are lower and therefore have a little less oomph. They are raised areas of pavement typically 12 to 14 feet in length and 3 to 4 inches high.

The humps are just one type of traffic-calming measure, which include traffic circles and electronic signs that display the speed of passing cars. Studies show that the humps do help lower traffic speeds. “We don’t have anything else as effective,” said Scott Batson, an engineer for the city of Portland, Ore., which has some 1,100 humps.

But as much as the humps please safety advocates, many residents in towns where they have been installed are equally frustrated by their unintended consequences, which range from inconvenience to increased noise to slowing the response time of fire trucks and ambulances.

Studies show that speed humps lower car speeds by 20 to 25 percent, according to the Institute of Transportation Engineers. The ITE also says that streets where speed humps have been added experience 13 percent fewer collisions and an average of 18 percent less traffic, depending on the alternative routes available. While research shows that lowering speeds generally reduces traffic fatalities, said Lisa Fontana Tierney, traffic engineering senior director at the ITE, there is no good evidence that speed humps actually save lives, because they are used on local roads, not highways, where fatalities are more common.

But advocates argue that the humps are ideal for local roads near highways, where there is a need to get drivers to slow down. "Speed humps are a great way to take people out of the highway mode that they're in," said Wiley Norvell, a spokesman for Transportation Alternatives, an organization in New York City that advocates for pedestrians and cyclists.

Local officials from places as disparate as New York City and Cobb County, Ga., have used speed humps to control traffic. Some cities, like Modesto, Calif., have a formal speed hump policy that allows residents to request humps by collecting a certain number of signatures. Paying for installation and upkeep can sometimes be a challenge. Memphis, Tenn., announced in December that it would allow neighborhoods that want speed humps to pay for them themselves because the city does not have enough money to keep up with demand.

But in many places, there has been a strong backlash against the installation of the humps. "It is an issue with emergency responders," said H. Gene Hawkins, a professor of civil engineering at Texas A&M University and an expert on traffic control devices. The ITE estimates that each hump costs fire trucks up to 5 seconds, and ambulances up to 10 seconds. Hawkins said that manufacturers were trying to create specialized speed humps with grooves that would allow wider-wheeled emergency vehicles, but not cars, to avoid the hump's impact.

Some residents also complain that speed humps increase noise and are just plain ugly. Craig Ott, 63, who has lived in Millburn for 28 years, said he was concerned about speeding cars near his house but thought putting in speed humps was the wrong solution. He has campaigned against them and believes that electronic radar signs would make more sense. "You come down that road at night, and it

looks like you're pulling into a hazardous waste place with all the warnings and colors," he said.

Lezette Proud, 82, who has lived in part of Millburn Township since 1955, said the noise bothered her. "When you're lying in your bed at night and the cars go over them, they go 'kathunk,'" Proud said.

And of course many drivers do not like speed humps because they do precisely what is intended: force cars to slow down. Driving over them too fast can damage vehicles. Avoiding them lengthens drives and is inconvenient.

"Generally, we're opposed to traffic calming measures," said James Baxter, president of the National Motorists Association, which advocates for drivers and got its start in the 1980s in the fight against the 55-mph national speed limit. Baxter complained that drivers most affected by speed humps are often the least organized, since they frequently do not live in the communities where the humps are installed. "It's a case where the squeaky wheel gets the grease," he said. And too often, community residents are effectively just "trying to divert traffic to someone else's street," he added.

Opponents have pushed back in many communities. Bowling Green, Ky., decided in December to stop building speed humps in the wake of the public outcry against them. Officials in Hillsborough County, Fla., had to bring in an independent arbitrator last year to referee the argument between pro-hump and anti-hump residents in a Tampa suburb. An editorial in the St. Petersburg Times in December argued against the growing use of traffic calming measures, saying, "Our public streets, built to provide access and easy movement of traffic, are being turned into obstacle courses."

Experts agree that speed humps are not a panacea and need to be designed by experts to be effective. "Where you get someone who's not a traffic engineer saying, 'Let's put in something that will slow the traffic down,' that's when you get into trouble," said Hawkins, the Texas A&M professor.

In fact, local residents are usually the driving force behind the installation of speed humps. "These are always reactive kinds of projects," said Batson, the Portland engineer. While some residents push for the humps, a minority is usually opposed, Batson said. Portland addresses the potential conflict by requiring residents to vote before they are installed.

Such a vote might have saved Millburn a lot of trouble and expense. On March 16, after much public opposition to the humps and an investigation that found they

violated the state's design recommendations, Millburn's township committee decided to remove five of the eight new humps. The \$8,000 installation cost was lost.

"There needs to be community input beforehand," said Timothy Gordon, Millburn's business administrator, when asked what advice he would give to other towns considering speed humps. "If we made one mistake, that was probably it."

<https://www.radarsign.com/wp-content/uploads/2017/09/4-13-2010.Speed-Humps-Face-a-Roadblock.Columbia-News-Service.RS-1.pdf>

Summary of Public Comments

from September 17, 2022 Public Works and Transportation Committee Meeting

1. Sandy Dias, Vanderbilt Drive & Villanova Avenue:

With a neutral stance, Ms. Dias was doubtful this would be the right solution. Maybe other technology or roundabouts could be a better solution. (She mentioned off topic that people ignore stop signs and that one of the problems are the drivers themselves)

2. Cindy Hoekstra, Glenwood Neighborhood:

Ms. Hoekstra had a mostly positive response appreciating the detail of the presentation. She would like alternative options to be explored and simply wants safety. (She mentioned off topic that she wanted to hear other traffic calming options)

3. Miguel Fernandez, Strawberry Fields Neighborhood:

Mr. Fernandez is positive about the implementation of speed humps. He believes his neighborhood is a good candidate for speed humps due to constant speeding drivers and had the idea to implement Speed humps mid-block where fire hydrants are located.

4. Steve Nash, Downtown:

Mr. Nash had a somewhat positive response regarding speed humps. He believes that beyond speed humps, the downtown area should have signals at all intersections & RRFB crosswalks.

5. Raylene Ontiveros, Ironbark Drive:

Positive reception with speed humps given the proximity to a school and near misses she has witnessed in her neighborhood. She believes that this will help curb speeding drivers. She would like to have the speed humps located on specific streets with high volume school traffic.

6. Tony Hernandez, Fournier Street:

Mr. Hernandez welcomes speed humps in his neighborhood. He requested that 5 be placed evenly spaced in his street given the excessive speeders that have persisted over the years.

Proposed Speed Hump Program

City Council
October 18, 2022

Tatiana Arnaout, P.E.
City Engineer

That the City Council:

1. Approve the proposed speed hump program as outlined in this staff report; and
2. Direct the City Manager or his designee to implement procedures to effectuate the Program as outlined in the staff report.

Why consider a Speed Hump Program?

- Speeding and/or cut-through traffic on residential streets
- One of many traffic calming tools
- Significant amount of requests (Roughly 200 over 5-year period)
- Define an engineering approach for implementation
- Establish priorities
- Part of the traditional three E's for traffic calming

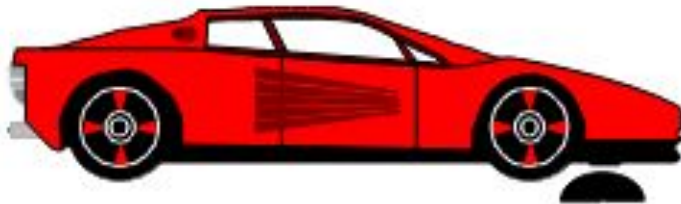
- **Enforcement (examples):**
 - Traditional Enforcement: City Police officer
 - Automated Enforcement (Radar and Photo)
- **Education (examples):**
 - Speed Trailers and Speed Feedback Signs
 - Public Awareness Programs
 - Neighborhood programs
 - Pace setting programs
- **Engineering (examples):**
 - Signs and pavement markings
 - Vertical/horizontal Deflections
 - Street Width Reduction

- **Speed Humps**

- Used on public streets in residential areas
- Typically 12 feet wide and between 3 to 4 inches high
- A set of speed humps (usually 3) are installed to get better reduction in speeding

- **Speed Bumps**

- FHWA/ITE do not recommend them on public streets
- Typically abrupt and up to 6 inches high
- Usually found in shopping centers, apartment complexes, and other private properties



Speed Bump



Speed Hump

Considered only after other options (enforcement and other traffic calming tools) have been reviewed and implemented

What can they do?

- Act as devices in reducing speeding in residential neighborhoods
- Modify cut-through traffic patterns

What can't they do?

- Should not be placed on high volume roads (arterial, collectors)
- Humps have to be used as set (usually 3) to be effective
- Humps should not be installed on streets where there are known drainage/flooding issues

Previous City Efforts:

- Speed hump program was in place as early as 2005
- Unclear of the program goals and objectives due lack of information archived
- Archived information indicates, program was halted due to the concerns in emergency vehicle response times expressed by the Fire Department
- Documentation was found that a program was presented to the Transportation Policy Committee in 2017 and 2018 but it was never adopted by the City Council



PROS:

- Reduced vehicular speeds
- Reduced certain type of collisions
- Reduction in cut-through traffic

CONS

- Increased emergency response time
- Increased noise
- Increased speed between humps
- Increase \$ for maintenance public/private vehicles
- Impact to drainage, parking, and street sweeping
- Residents living on the block will be the ones driving over the speed humps most frequently
- May require placement of the speed hump and/or warning signs in front of someone's home
- Social/economic - fuel consumption; ADA impacts
- May move the “problem” elsewhere
- High cost for installation
- Long term and routine maintenance \$

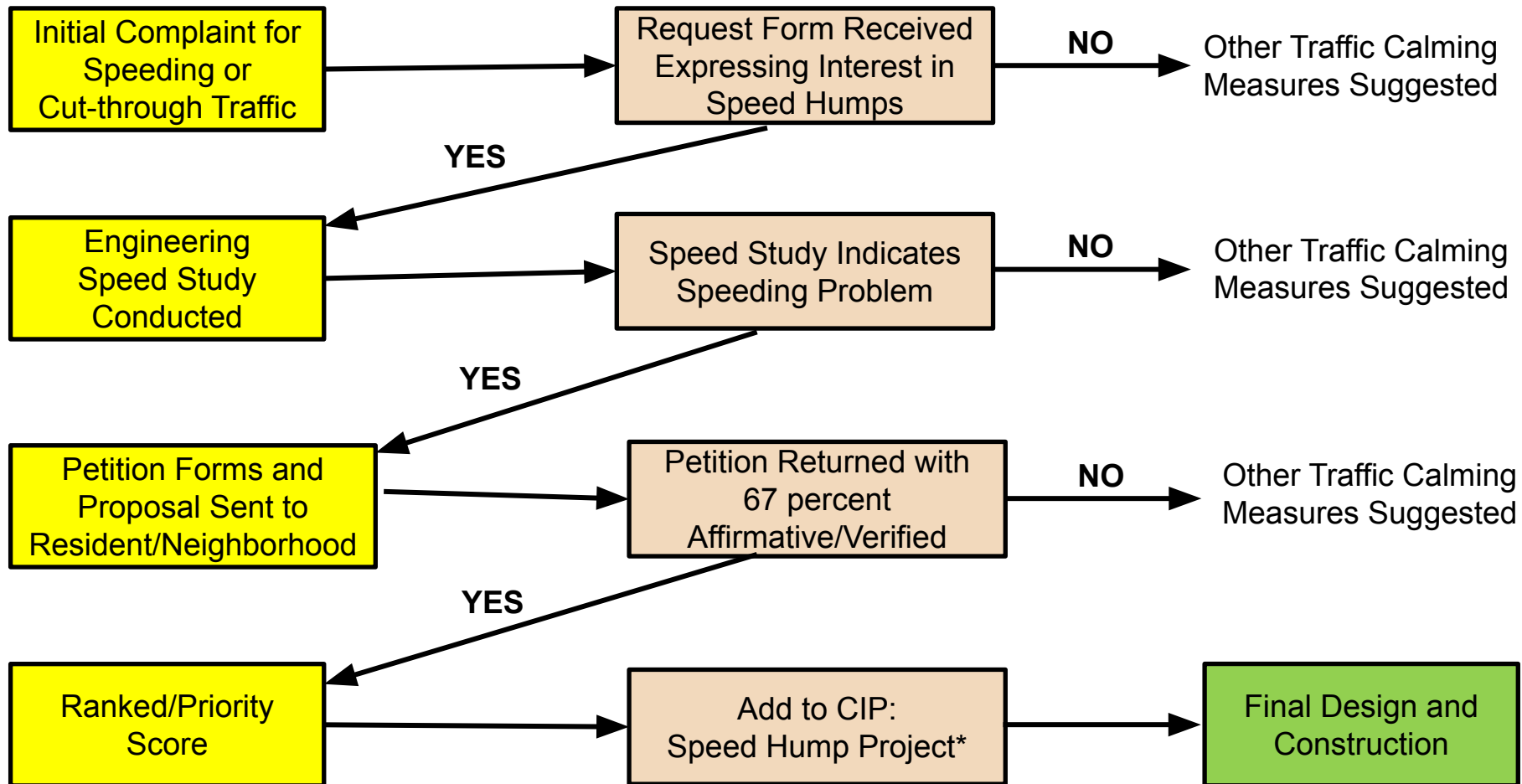
- **Process** - City staff and neighborhoods
- **Eligibility Criteria** -
 - Minimum:**
 - Traffic volume between 500 and 2,000 vehicles per day
 - Residential street with posted speed limit of 25 mph or 30 mph
 - Street shall be a minimum of 1,000 ft in length.

Analysis

- 85% Speed must be 9 mph over the posted speed limit or 5 or more collisions resulted from vehicular speeds in a 12-month period
- **Review/Approval by Fire/PD**

Continued:

- **Neighborhood Petition Signed by 2/3rds**
 - Designated residents (owners or tenant)
- **Ranking/Prioritization**
 - Council Districts
 - Valid for three years
 - Will be consider in three funding cycles
 - Ranking points added each cycle not funded
 - Will expire after three funding cycles
 - Require new written application/petition



*timing shall be based on available funding and overall prioritization

Item	Points
1. Traffic Speed	Percentage of vehicles traveling at or more than ten (10) mph over the posted speed limit on the proposed project street divided by two (2). [40 points maximum]
2. Traffic Volume	Average daily traffic volume on the proposed project street divided by one hundred (100). [twenty (20) points maximum]
3. Traffic Collisions	Two (2) points per collision that likely could have been resolved by the speed hump, based on collision records for the past three (3) consecutive years. [20 points maximum]

Item	Points
4. Schools	Five (5) points for each private or public elementary, middle, or high school within the area benefited by the proposed speed hump.
5. Other	a) Five (5) points if a street has a sidewalk on only one side. b) Twenty (20) points if a street does not have a sidewalk on either side. - c). Three (3) points for each pedestrian generator or attractor (such as a public park, public swimming pool, publicly accessible green way, etc.) within the area benefited by the proposed speed hump. d) One (1) point for each bus stop within the area. e) Five (5) points for each designated school crossing within the area. f) Ten (10) points for each yearly funding cycle period that a project remains on the prioritized list without being selected for funding.

Estimated Cost:

- Speed Studies: \$500* per location
- Design and Construction: \$25,000* including signs/markings
 - 3 speed humps per segment on average
- Maintenance: \$500*/year/location

General Fund:

- Fund by Council District (\$50,000* per District)
- One or two locations per District per year
- \$300,000*

Private Funding (not recommended by Staff):

- Exists in other agencies
- Can create equity issues

*2022 Costs

- **City Departments**
 - Police
 - Fire
 - Streets Maintenance
 - Environmental Resources
 - City Attorney's Office
- **Public Works and Transportation Committee**
 - September 17, 2022
 - Approved the staff recommendation (3-0) and forwarded the item for City Council approval
- **City Council Meeting**
 - October 18, 2022

Fire Department:

- Response delay concerns
- Modern fire growth curve doubles every 60 seconds
- The survival rate for cardiac arrest is estimated to be around 50% when CPR is administered within 3–5 min. However, this survival decreases by 7–10% with each minute that defibrillation is delayed
- Speed cushions could be used to help minimize delays with large fire vehicles but not with ambulances or smaller response vehicles

Police Department:

- Potential delay in emergency response, however anticipate minimal impact with police vehicles
- Support speed humps as effective traffic calming devices where data supports their installation
- The systematic process to request speed humps reduces complaints coming to PD to assist with analysis
- Speed humps would reduce time spent doing directed enforcement at the problem location, allowing police resources to focus on other areas



QUESTIONS

Public Works Department

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



September, 2023

APPLICANT ADDRESS

Subject: Speed Hump Request

Dear Applicant,

Thank you for submitting a speed hump application for STREET SEGMENT. In accordance with the City's Speed Hump Program, the Public Works Department Traffic Engineering division has determined that speed humps are eligible to be installed on the above-referenced street segment based on a comprehensive evaluation of speed, volume, and speed-related collision data. This includes a review by the Fire Department and Police Department.

The City of Oxnard speed hump program criteria require that a supermajority of the affected residents must show support for the speed cushions before installation can be authorized. To this end, we have enclosed an official petition and instruction forms for your use. In addition, the list of addresses of affected residents for petitions and a map of the proposed speed hump locations on your street.

Upon completion of the petition process with the support of the supermajority of the affected residents, the City will schedule speed hump installation within the subsequent six months.

Should you require additional information regarding this correspondence or the attached forms, contact Jose Rivera, at (805) 612-6653 or via email at jose.rivera@oxnard.org

Sincerely,

Michael Wolfe, P.E.
Director of Public Works

Enclosures:
Speed Hump Petition Instructions
Speed Hump Petition form
Affected residents' addresses
Proposed speed hump location map

cc: Jose Rivera, Assistant Traffic Engineer

Public Works Department

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



September, 2023

APPLICANT

Subject: Speed Hump Request – Street Name and Segment

Dear Applicant:

Thank you for submitting a speed hump application. In accordance with the City's Speed Hump Program, the City has conducted a comprehensive speed hump evaluation for the subject street segment using the city speed hump criteria (attached). This evaluation includes three-weekday traffic volume and speed counts, a review of collision records for three years, and a field investigation. The following table shows the results of the collected speed, volume, and traffic collision data and in comparison, to the City's speed hump criteria.

Speed Hump Criteria

Criteria Type	Criteria	Street Name	Met Criteria?
85 th Percentile Speed (mph)	34 mph	(to be completed)	No
Average Daily Traffic Volume/Collision (*)	500 ADT/5 collisions (*)	(to be completed)	No

(*) Average daily traffic volume – 24-hour traffic volume/5 speed-related collisions per year

Based on the evaluation results shown in the above table, and pursuant to the City's Speed Hump Program, the street segment does not qualify at this time.

The City will continue working to address your speed concerns on the subject street segments, which includes the following efforts:

- Targeted enforcement by Oxnard Police Department – City's Traffic Engineering staff will use the collected speed data and assist the Oxnard Police Department to conduct targeted enforcement of high-speed offenders on your street.
- Install a PARET, an electronic speed display unit that shows your speed versus the speed limit. It is an educational tool that informs motorists of safe driving speed.
- Install and revise signs and markings as necessary.
- The City will revisit the speed hump on the streets in three years upon a resident's request.

Should you have any questions about the evaluation results or to discuss it further, please reach out to Jose Rivera, at (805) 612-6653 or via email at jose.rivera@oxnard.org

August 30, 2023
Page 2

Sincerely,

Michael Wolfe, P.E.
Director of Public Works

Enclosures:
Speed Hump Program Package

cc: Jose Rivera, Assistant Traffic Engineer

Public Works Department

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



September, 2023

NAME

ADDRESS

Oxnard, California 93030

Subject: Speed Hump Request – Street Name and Segment

Dear Applicant,

Thank you for submitting the speed hump request to the City of Oxnard. We appreciate you taking the time to express your concern.

We have reviewed your speed hump petition application. Based on the City's current speed hump policy, the requested street, STREET between STREET and STREET does not meet the minimum criteria for speed hump consideration. I have enclosed a list of speed hump criteria and a copy of the City's speed hump policy, which is included in the Speed Hump Program Package.

If you have any other questions or comments, or seek additional information regarding this request, please feel free to contact me at (805) 385-7873.

Sincerely,

Jose Rivera
Assistant Traffic Engineer

Enclosures:
Speed Hump Program Package

Speed Hump Program Segments

Met all original criteria			
District	Street	From	To
2	Glenwood Dr	North F Street	North C Street
Met all revised criteria			
District	Street	From	To
2	Lantana Street	West Gonzales Road	Kumquat Place
4	West Kamala Street	South Ventura Road	South M Street
6	San Juan Ave	East Bard Road	La Canada Avenue
6	East Yucca Street	San Simeon Avenue	La Costa Place

Did not meet analysis criteria				
District	Street	From	To	Comments
2	Jasmine Street	Azalea Street	Gladiola Street	Did not meet ADT, speed, collisions
2	Glenwood Drive	North C Street	North Oxnard Boulevard	Did not meet speed, collisions
2	Ironbark Drive	Azalea Street	Kamquat Place	Did not meet ADT, speed, collisions
3	Saint Marys Drive*	East Vineyard Avenue	Princeton Avenue	Did not meet speed, collisions
3	Saint Marys Drive*	East Vineyard Avenue	Villanova Avenue	Did not meet speed, collisions
4	Birch Street	Ukiah Street	Ontario Street	Did not meet speed, collisions
4	El Portal Way	Navato Drive	Hill Street	Did not meet speed, collisions
5	Beaumont Avenue	East Pleasant Valley Road	Sanford Street	Did not meet speed
5	Lincoln Court	Syracuse Avenue	Sanford Street	Did not meet speed, collisions
5	Sanford Street	South Rose Avenue	Olds Road	Did not meet speed, collisions
6	San Simeon Avenue	East Bard Road	La Canada Avenue	Did not meet speed, collisions
5	Syracuse Drive	Lincoln Court	Sanford Street	Did not meet speed, collisions
6	La Canada Avenue	San Simeon Avenue	La Costa Place	Did not meet speed, collisions

**Saint Marys Drive requests were combined and studied together

Did not meet minimum threshold				
District	Street	From	To	Comments
1	Novato Drive	West Wooley Road	9th Street	Did not meet length
2	Azalea Street	Jasmine Street	Ironbark Drive	Did not meet length
2	Fuchsia Street	Lantana Street	Jasmine Street	Did not meet length
2	Gladiola Street	Jasmine Street	Ironbark Drive	Did not meet length
2	Indigo Pl	Lantana Street	Ironbark Drive	Did not meet length
2	Kentia Street	Indigo Place	West Vineyard Avenue	Did not meet length
2	Kamquat Place	Kentia Street	Ironbark Drive	Did not meet length
3	Lafayette Dr	Sanford Avenue	Princeton Avenue	Did not meet length
5	West Elm Street	Saviers Road	South C Street	Did not meet length
5	Olds Road	East Pleasant Valley Road	Ocean View School District	Did not meet length
5	Reading Drive	Lincoln Court	Peoria Place	Did not meet length

UPDATE ON THE SPEED HUMP PROGRAM

Jose Rivera, Assistant Traffic Engineer
Public Works Department

City Council
October 17, 2023

That the City Council:

Receive and file an update on the Speed Hump Program to include amendments to the Program's eligibility criteria as outlined in this staff report.

On October 18, 2022 the City Council approved the Speed Hump Program, which was modeled after cities in Ventura and Los Angeles counties. However key community differences have impacted the ability for many segments to qualify for Speed Humps. These include:

City of Oxnard	Other Cities
Grid style local street network	Subdivision style residential-collector street network
Short street segments between intersections	Long street segments between intersections
Generates low speeds	Generates high speeds

- 29 applications have been submitted to date.
- 12 street segments were not-eligible due to the short length of uninterrupted street segments.
- 17 street segments qualified for further evaluation.
- 1 street segment met the current Speed Hump criteria.

The following three tables describe the street segment evaluations:

Met all original criteria			
District	Street	From	To
2	Glenwood Dr	North F Street	North C Street
Met all revised criteria			
District	Street	From	To
2	Lantana Street	West Gonzales Road	Kumquat Place
4	West Kamala Street	South Ventura Road	South M Street
6	San Juan Ave	East Bard Road	La Canada Avenue
6	East Yucca Street	San Simeon Avenue	La Costa Place

Did not meet analysis criteria				
District	Street	From	To	Comments
2	Jasmine Street	Azalea Street	Gladiola Street	Did not meet ADT, speed, collisions
2	Glenwood Drive	North C Street	North Oxnard Boulevard	Did not meet speed, collisions
2	Ironbark Drive	Azalea Street	Kumquat Place	Did not meet ADT, speed, collisions
3	Saint Marys Drive*	East Vineyard Avenue	Princeton Avenue	Did not meet speed, collisions
3	Saint Marys Drive*	East Vineyard Avenue	Villanova Avenue	Did not meet speed, collisions
4	Birch Street	Ukiah Street	Ontario Street	Did not meet speed, collisions
4	El Portal Way	Navato Drive	Hill Street	Did not meet speed, collisions
5	Beaumont Avenue	East Pleasant Valley Road	Sanford Street	Did not meet speed
5	Lincoln Court	Syracuse Avenue	Sanford Street	Did not meet speed, collisions
5	Sanford Street	South Rose Avenue	Olds Road	Did not meet speed, collisions
6	San Simeon Avenue	East Bard Road	La Canada Avenue	Did not meet speed, collisions
5	Syracuse Drive	Lincoln Court	Sanford Street	Did not meet speed, collisions
6	La Canada Avenue	San Simeon Avenue	La Costa Place	Did not meet speed, collisions

**Saint Marys Drive requests were combined and studied together

Did not meet minimum threshold				
District	Street	From	To	Comments
1	Novato Drive	West Wooley Road	9th Street	Did not meet length
2	Azalea Street	Jasmine Street	Ironbark Drive	Did not meet length
2	Fuchsia Street	Lantana Street	Jasmine Street	Did not meet length
2	Gladiola Street	Jasmine Street	Ironbark Drive	Did not meet length
2	Indigo Place	Lantana Street	Ironbark Drive	Did not meet length
2	Kentia Street	Indigo Place	West Vineyard Avenue	Did not meet length
2	Kumquat Place	Kentia Street	Ironbark Drive	Did not meet length
3	Lafayette Drive	Sanford Avenue	Princeton Avenue	Did not meet length
5	West Elm Street	Saviers Road	South C Street	Did not meet length
5	Olds Road	East Pleasant Valley Road	Ocean View School District	Did not meet length
5	Reading Drive	Lincoln Court	Peoria Place	Did not meet length

Segments that meet the criteria will move onto the next steps, which include the following:

1. Applicant provides Petition in support of speed hump implementation and placement
2. City will evaluate petition for supermajority approval
3. City will procure speed hump materials in preparation for contractor to begin installation

Segments that do not meet the criteria will be evaluated for other traffic calming measures, such as:

- Enforcement by Oxnard Police Department
- Placement of PARET speed-feedback display unit
- Speed Signage
- Pavement markings

Proposed revisions to the Speed Hump Program criteria:

	Current	Proposed	Explanation
Average Daily Traffic (ADT)	More than 500 and less than 2,000 vehicles per day	More than 500 vehicles per day	Many of Oxnard's residential and local streets have more than 2,000 vehicles per day
85th Percentile Speed	9 MPH over limit 34 MPH on 25 MPH street 39 MPH on 30 MPH street	7 MPH over limit 32 MPH on a 25 MPH street 37 on a 30 MPH street	Speeds are more suitable for Oxnard's street network
Speed Related Collisions	5 speed related collisions in a 12 month period	2 speed related collisions in a 12 month period	Oxnard has low collisions on residential streets

Key elements of the proposed revisions:

1. Allow more streets to qualify for speed hump installation
2. Reallocate Police and Staff resources to other critical locations in the City

There is no financial impact by receiving this report.



End of Presentation



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.3

DATE: October 17, 2023

TO: City Council

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

SUBJECT: Public Project Agreement 32400201 with Toro Enterprises, Inc. for Etting Road Sidewalk And Bicycle Lane Improvement Project (Rebid), Specification No. PW 21-34R, State Project No. ATPL-5129(098). (10 minutes)

RECOMMENDATION

That the City Council approve and authorize:

1. A total of \$2,864,373.45 in Project funds for the Etting Road Sidewalk And Bicycle Lane Improvement Project (Rebid), Specification No. PW 21-34R (C2005);
2. The Mayor to Execute an Agreement with Toro Enterprises, Inc. in the amount of \$2,386,979.45 for the Project;
3. A Project contingency amount of \$238,697 (10%) with Toro Enterprises, Inc. for the Project;
4. A Project allocation amount of \$238,697 (10%) for engineering, inspection, survey and project management for the Project; and
5. Budget appropriations of \$1,000,000 from the Air Pollution Buydown Fee Fund (360) and \$411,147 from the Circulation System Improvement Fees Fund (350) available fund balances for the Project.

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

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/NTUM-i2h8JU>

BACKGROUND

The Etting Road Bicycle and Pedestrian Facilities Installation Project (Project) is a Capital Improvement Project with an Active Transportation Program grant, which will connect the City's bicycle and pedestrian facilities from neighborhoods in southeast Oxnard to the Mar Vista Elementary School, Ocean View Junior High School, and Ocean View School District offices.

The project scope consists of installing sidewalk, curb, gutter, ADA access ramps, flashing beacons, high visibility crosswalks, bike lanes, striping, signage, and street lights.

Capital Improvement Program CIP Reference:

Project No. **C2005/203104** – Etting Road Bicycle & Pedestrian Facilities Installation
CIP 2022-2027 - Adopted May 3, 2022 – Page 56.

DISCUSSION

The specific work for this Project includes the construction of new concrete sidewalk, curb and gutter, minor road

widening, driveway reconstruction, electrical conduit and pullboxes for street lighting, bike lanes, landscaping and irrigation system along Etting Road from E. Pleasant Valley Road to the eastern City Limit.

The work is tentatively scheduled to begin in December 2023 and continue into February 2024 (60 working days), absent any delays for supply chain issues, unforeseen site conditions, or weather impacts. Staff will work closely with the Ocean View School District, Ocean View Junior High School, and Mar Vista Elementary School, who have been strong partners during the design of this project. Staff will also work with the Mar Vista and Terra Vista Neighborhood Councils to keep them informed of the schedule as well as with the neighborhoods and residents directly impacted by the work to keep them informed of the project schedule. General project information will be disseminated to help keep the public informed as well.

The notice inviting formal bids (NIFB) on the Project was published on July 27, 2023, and all bids were due and opened on August 30, 2023. The City received the following bid:

Toro Enterprises, Inc.: \$2,386,979.45

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

This project was initially bid in April 2023 and the City received one bid from Toro. At that time the City rejected all bids, revised the plans and rebid the project. The City requested Caltrans approval to award to a sole bidder and since this project is partially funded with a State grant that is subject to timely use of funds, Caltrans approved the recommendation through a Cost Effectiveness Public Interest Finding determination.

In addition to the project award amount of \$2,386,979.45, staff recommends authorizing \$477,394 for the project, which includes \$238,697 for project contingency (10% of the contract costs) and \$238,697 for the cost for engineering services and City staff (10% of the contract cost). Engineering services include the following activities during construction: engineering, inspection, labor compliance, and project management. These recommendations bring the total estimated cost of the project to \$2,864,373.45.

In order to fully fund the project, Staff recommends a budget appropriation of \$1,000,000 from the Air Pollution Buydown Fees Fund (360) and \$411,147 from the Circulation System Improvement Fees Fund (350).

The Air Pollution Buydown Fees Fund (360) was created to collect environmental mitigation fees for new developments and should be spent within five years on projects that improve air quality, such as bicycle, pedestrian, and transit projects. At this time, there are no other projects that are in immediate need of Air Pollution Buydown Fees funding source. The City has a number of projects that could utilize this fund including Class III bike routes in the Northeast Community, Class II bike lanes along Oxnard Boulevard, 4th Street Mobility Improvements, Bard Road Corridor and Ventura Road Corridor bicycle and pedestrian enhancements, Oxnard Transit Center Improvements, and a Downtown Bus Stop Improvement project. However, these projects are currently funded to their estimated values and there is no budgetary need at this time. Therefore, Staff is recommending to use \$1,000,000 of Air Pollution Buydown Fees to award the Etting Road construction contract to Toro.

The Circulation System Improvement Fees Fund (350) is a development fee source, which can be used for circulation improvements. The addition of bike lanes and pedestrian sidewalks are intended to provide a non-motorized mode of travel, thereby improving circulation. The City has a number of projects that could utilize this fund including the bicycle and pedestrian projects listed above, as well as Traffic Signal Modifications at 10 locations, Traffic Signal Modernization and the future Del Norte Interchange. However, these projects are currently funded to their estimated values and there is no budgetary need at this time. Therefore, staff is recommending to use \$411,147 of Circulation System Improvement Fees Fund (350) to award the Etting Road construction contract to Toro.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Project is \$2,864,373.45 which includes the construction agreement, contingency, and project allocation. The Etting Road Bicycle & Pedestrian Facilities Installation, Project No. C2005/203104 has an available project budget balance of \$592,000 from the Air Pollution Buydown Fee Fund (360), and \$861,227 from the State Transportation Grant Fund (210), for a total available project budget balance of \$1,453,227.

Budget appropriations of \$1,000,000 is requested from the available fund balance in the Air Pollution Buydown Fee Fund (360) (account 70101001-59800-C2005) and \$411,147 from the available fund balance in the Circulation System Improvement Fees Fund (350) (account 80401001-59800-C2005) to fund this agreement.

ETTING ROAD BICYCLE & PEDESTRIAN FACILITIES INSTALLATION PROJECT (C2005)				
Fund	Fund Name	Available Project Budget	New Budget Appropriation	New Available Project Budget
360	Air Pollution Buydown Fee	\$592,000	\$1,000,000	\$1,592,000
210	State Transportation Grant	\$861,227	\$0	\$861,227
350	Circulation System Improvement Fee	\$0	\$411,147	\$411,147
TOTAL		\$1,453,227	\$1,411,147	\$2,864,374

The project was originally scoped and estimated in 2021. Since then, there have been many impacts to the cost of construction and the bidding environment. This is in part due to the impacts of COVID, material shortages, and an influx of state and federal funding, which has saturated the construction industry with work. There has also been an increase of 22% between June of 2021 and June of 2023 to the California Construction Cost Index, which is consistent with current inflation trends.

For Finance Use Only: Air Pollution Buydown Fee Fund (Fund 360 Org. 70101001 Obj. 59800), Circulation System Improvement Fees Fund (Fund 350 Org. 80401001, Obj. 59800), Capital Outlay Fund (Org. 3013102 Obj. 49300 & 53270); Project C2005

COMMITTEE OUTCOME

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

Prepared by: Debbie O'Leary, Transportation Planner

ATTACHMENTS

1. Agmt. No. 32400201 (PW 21-34R) with Toro Enterprises
2. Presentation

CONTRACT

CITY OF OXNARD CONTRACT FOR ETTING ROAD SIDEWALK AND BICYCLE LANE IMPROVEMENT PROJECT (REBID) SPECIFICATION NO. PW 21-34R STATE PROJECT NO. ATPL-5129(098)

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and TORO ENTERPRISES, INC. ("Contractor"). Contractor's license number is 710580.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as ETting ROAD SIDEWALK AND BICYCLE LANE IMPROVEMENT PROJECT (REBID), SPECIFICATION NO. PW 21-34R, STATE PROJECT NO. ATPL-5129(098) ("Project"), as described in this Contract and in the incorporated Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of two million three hundred eighty-six thousand nine hundred seventy-nine dollars and forty-five cents (\$2,386,979.45) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "A" and incorporated herein by this reference.
4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance

in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

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

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

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

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

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

[signatures on following page]

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

CITY OF OXNARD

TORO ENTERPRISE, INC.

☐ John C. Zaragoza, Mayor¹ _____ Date
☐ Purchasing Manager

Sean Castillo, CEO ² _____ Date

Jerry Hannigan, Secretary _____ Date

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must sign any formally bid public project agreement over \$200,000. The Mayor may authorize and sign any informally bid public project agreement over \$100,000 but up to \$200,000. The Purchasing Manager may authorize and sign any informally bid public project agreement up to \$100,000.

² The City requires the following for any contract:

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

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

Exhibit INS-G with Pollution

**INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITHOUT BUILDER'S RISK REQUIREMENT)**

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

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

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

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

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

e. Contractors Pollution Liability and Errors & Omissions applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. 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-G or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-G.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.

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER ASPECIFY 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 \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract Contractors Pollution Liability and Contractors Pollution Errors & Omissions				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000 PER CLAIM / OCCURRENCE \$2,000,000 GENERAL AGGREGATE \$2,000,000

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 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Rev. 9/23

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

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

_____ ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as ETING ROAD SIDEWALK AND BICYCLE LANE IMPROVEMENT PROJECT (REBID), SPECIFICATION NO. PW 21-34R, STATE PROJECT NO. ATPL-5129(098).

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

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

(Name and address of Surety)

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

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

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

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

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

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all 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 _____

(“Principal”)

(Name and address of Contractor)

a contract (the "Contract") for the Work described as ETING ROAD SIDEWALK AND BICYCLE LANE IMPROVEMENT PROJECT (REBID), SPECIFICATION NO. PW 21-34R, STATE PROJECT NO. ATPL-5129(098) WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

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

(Name and address of Surety)

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

Dollars (\$ _____), this

amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all 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 ETTING ROAD SIDEWALK AND BICYCLE LANE IMPROVEMENT
PROJECT (REBID)****SPECIFICATION NO. PW 21-34R
STATE PROJECT NO. ATPL-5129(098)**Bidder's Name: TORO ENTERPRISES, INC.

To the Honorable Mayor and Members of the City Council:

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

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/- \$)	EXTENDED AMOUNT
1.	Clearing And Grubbing	1103-3	LS	1	\$110,000.-	\$110,000.-
2.	Prepare And Implement SWPPP	1800-3	LS	1	\$11,000.-	\$11,000.-
3.	Traffic Control and Public Convenience and Safety	1505-4	LS	1	\$440,000.-	\$440,000.-
4.	Trench Shoring and Protection	1902-3	LS	1	\$2,400.-	\$2,400.-
5.	Remove Existing Retaining Wall	1906-4	CY	28	\$520.-	\$14,560.-
6.	Remove Asphalt Pavement	1906-4	SF	11,120	\$7.50	\$83,400
7.	Remove PCC Pavement	1906-4	SF	1,360	\$5.50	\$7,480.-
8.	Remove Chain Link Fencing	1906-4	LF	250	\$19.-	\$4,750.-
9.	Remove Chain Link Gates	1906-4	EA	10	\$1,130.-	\$11,300.-
10.	Adjust MH Lid to Grade	1185-4	EA	3	\$2,500.-	\$7,500.-
11.	AC Pavement (4" Thick DGAC-C2, PG 64-10)	1150-9	TN	226	\$200.-	\$45,200.-

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/- \$)	EXTENDED AMOUNT
12.	Crushed Miscellaneous Base (8" thick)	1130-4	TN	385	\$ 119.-	\$ 45,815.-
13.	AC Driveway Ramp (Private Side)	1150-9	SF	7,942	\$ 7.50	\$ 59,565.-
14.	Concrete Sidewalk (4" thick)	1174-6	SF	16,502	\$ 7.70	\$ 127,065.40
15.	6" Concrete Curb and 18" Gutter	1174-6	LF	1,472	\$ 49.-	\$ 72,128.-
16.	6" Concrete Curb	1174-6	LF	140	\$ 72.-	\$ 10,080.-
17.	Driveways (PCC - Driveway Apron)	1174-6	SF	2,530	\$ 31.-	\$ 78,430.-
18.	ADA Access Ramps (4" PCC)	1174-6	SF	295	\$ 37.-	\$ 10,915.-
19.	Furnish and Install Detectable Warning Surface	1905-4	SF	56	\$ 53.-	\$ 2,968.-
20.	Retaining Wall (Per SF of Wall Face)	1174-6	SF	456	\$ 230.-	\$ 104,880.-
21.	Chain Link Fencing (6' x 1" x 11 Ga. Black Vinyl Coated)	1192-4	LF	245	\$ 104.-	\$ 25,480.-
22.	Double Swing Gate (6' x 1" x 11 Ga. Black Vinyl Coated)	1192-4	EA	5	\$ 2,800.-	\$ 14,000.-
23.	Pedestrian Gate (6' x 1" x 11 Ga. Black Vinyl Coated)	1192-4	EA	2	\$ 2,100.-	\$ 4,200.-
24.	Unclassified Fill (Grading, Fill, Compaction, & Benching)	1125-4	CY	1,505	\$ 101.-	\$ 152,005.-
25.	Unclassified Excavation (Over-Excavation)	1300-3	CY	10	\$ 388.-	\$ 3,880.-

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/- \$)	EXTENDED AMOUNT
26.	Cold Mill AC Pavement	1110-3	SY	1,280	\$ 13.-	\$16,640.-
27.	2'-0.5" x 8'-5" Curb Catch Basin/ Filter (Contech or equal)	1303-3	EA	3	\$65,000.-	\$195,000.-
28.	Local Depression	1303-3	EA	3	\$1,815.-	\$5,445.-
29.	18" RCP	1302-5	LF	90	\$525.-	\$47,250.-
30.	PCC Collar	1303-3	EA	3	\$5,500.-	\$16,500.-
31.	Caltrans Detail 21 (Double Yellow)	1515-4	LF	1,443	\$ 2.10	\$3,030.30
32.	Caltrans Detail 39 (Bike Lane Stripe, Solid)	1515-4	LF	1,206	\$1.45	\$1,748.70
33.	Caltrans Detail 39A (Bike Lane Broken Stripe)	1515-4	LF	165	\$1.05	\$173.25
34.	Pavement Marking Messages	1515-4	SF	224	\$10.10	\$2,262.40
35.	Bike Lane Symbol (Bike, Person & Arrow)	1515-4	EA	14	\$236.-	\$3,304.-
36.	4" White Parking Stripe (Paint)	1515-4	LF	234	\$ 3.-	\$ 702.-
37.	Mount Proposed Sign onto Power Pole	1530-4	EA	1	\$ 275.-	\$ 275.-
38.	New Signs on New Pole (1 Sign)	1530-4	EA	7	\$ 410.-	\$ 2,870.-
39.	New Signs on New Pole (2 Signs)	1530-4	EA	2	\$ 550.-	\$ 1,100.-
40.	New Signs on New Pole (3 Signs)	1530-4	EA	1	\$ 665.-	\$ 665.-

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/- \$)	EXTENDED AMOUNT
41.	Relocate Existing Sign on New pole (1 Sign)	1530-4	EA	1	\$ 220.-	\$ 220.-
42.	Relocate Existing Sign on New pole (2 Signs)	1530-4	EA	3	\$ 250.-	\$ 750.-
43.	Relocate Existing Sign on New pole (3 Signs)	1530-4	EA	1	\$ 295.-	\$ 295.-
44.	Relocate Existing Sign on Power Pole (1 Sign)	1530-4	EA	1	\$ 145.-	\$ 145.-
45.	Rectangular Rapid Flashing Beacon	1520-21	LS	1	\$42,000.-	\$42,000.-
46.	Crosswalk (Ladder Type)	1515-4	SF	1,010	\$ 5.05	\$5,100.50
47.	Bicycle Warning Striping (Broken Green)	1515-4	SF	936	\$ 9.65	\$9,032.40
48.	Stop Bar (12" White)	1515-4	SF	32	\$ 6.-	\$ 192.-
49.	Street Light Conduit	1517-5	LF	2,400	\$ 107.-	\$256,800.-
50.	Street Light Pull Box	1517-5	EA	24	\$1,520.-	\$36,480.-
51.	Shade Trees (10 Gallon)	1601-3	EA	11	\$ 765.-	\$8,415.-
52.	Ornamental Trees (10 Gallon)	1601-3	EA	17	\$ 782.-	\$13,294.-
53.	Shrubs, Ornamental Grasse Misc. Ground Cover (5 gal.)	1601-3	EA	253	\$ 40.-	\$10,120.-
54.	Compost	1601-3	CY	19	\$ 135.-	\$2,565.-

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/- \$)	EXTENDED AMOUNT
55.	Pea Gravel	1601-3	CY	136	\$ 138.-	\$ 18,768.-
56.	Rock Boulder	1601-3	EA	34	\$ 660.-	\$ 22,440.-
57.	Native Seed	1601-3	SY	1,172	\$ 4.40	\$ 5,156.80
58.	River Cobble	1601-3	CY	6	\$ 145.-	\$ 870.-
59.	Weed Barrier	1601-3	SF	14,857	\$ 1.10	\$ 16,342.70
60.	Irrigation System Complete	1601-3	LS	1	\$ 75,000.-	\$ 75,000.-
61.	3" Sleeves	1601-3	EA	76	\$ 126.-	\$ 9,576.-
62.	Soils Management Report	1601-3	EA	1	\$ 550.-	\$ 550.-
63.	90 Day Maintenance Period	1601-3	LS	1	\$ 7,600.-	\$ 7,600.-
64.	Bio-Swale Infiltration Trench	1601-3	LF	615	\$ 120.-	\$ 73,800.-
65.	1" Water Service (From Water Main thru Water Meter)	1411-3	LS	1	\$ 18,500.-	\$ 18,500.-
66.	Irrigation BFP (From Water Meter Thru BFR, Including Cage)	1411-3	LS	1	\$ 7,000.-	\$ 7,000.-
TOTAL BID PRICE: \$2,386,979.45						

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: \$ 2,386,979.45

TOTAL BID PRICE IN WORDS: two million three hundred eighty six thousand nine hundred seventy-nine dollars & forty-five cents

*** The lowest Bid will be determined on the basis of the lowest Total Bid Price without considering the amounts listed for the additive or deductive items.

Contractor must complete all Work within sixty (60) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:
#01	<u>None</u>
#02	<u> </u>
#03	<u> </u>

Addendum:	Date Received:
#04	<u> </u>
#05	<u> </u>
#06	<u> </u>

Bidder's Name (Company): TORO ENTERPRISES, INC.

Signature: 

Print: SEAN CASTILLO

Title: PRESIDENT

Date: 8/23/23

Signature: 

Print: JERRY HANNIGAN

Title: SECRETARY

Date: 8/23/23



Agreement 3240020I with Toro Enterprises, Inc. for Etting Road Bicycle & Pedestrian Facilities, Specification No. PW 2I-34R

City Council
October 17, 2023

Debbie O'Leary
Transportation Planner, Interim Transportation Manager

That the City Council approve and authorize:

1. A total of \$2,864,373.45 in Project funds for the Etting Road Sidewalk And Bicycle Lane Improvement Project (Rebid), Specification No. PW 21-34R (C2005);
2. The Mayor to Execute an Agreement with Toro Enterprises, Inc. in the amount of \$2,386,979.45 for the Project;
3. A Project contingency amount of \$238,697 (10%) with Toro Enterprises, Inc. for the Project;
4. A Project allocation amount of \$238,697 (10%) for engineering, inspection, survey and project management for the Project; and
5. Budget appropriations of \$1,000,000 from the Air Pollution Buydown Fee Fund (360) and \$411,147 from the Circulation System Improvement Fees Fund (350) available fund balances for the Project.

The Etting Road Bicycle and Pedestrian Facilities Installation Project (Project) is a Capital Improvement Project with an Active Transportation Program grant.

The purpose is to connect the City's bicycle and pedestrian facilities from neighborhoods in southeast Oxnard to the Mar Vista Elementary School, Ocean View Junior High School, and Ocean View School District offices.

The Project will construct Class II (on street) bicycle lanes, including green paint, new sidewalk, curb and gutter, ADA access ramps, crosswalks, flashing pedestrian beacons, striping, signage, and street lights.

BACKGROUND - FUTURE CONNECTIONS TO SCHOOLS

4







The notice inviting formal bids (NIFB) was published on July 27, 2023, and all bids were due and opened August 30, 2023. The City received the following bids:

TORO ENTERPRISES, INC.: \$2,386,979.45

The only responsive bidder is TORO ENTERPRISES, INC.. 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 recommends that the City Council award the contract for this Project to TORO ENTERPRISES, INC..

The work is tentatively scheduled to begin in December 2023 and continue for 60 working days until February 2024.

Staff alongside the Contractor will share the schedule and any construction impacts with the Ocean View School District, Ocean View Junior High School, Mar Vista Elementary school, and the Neighborhood Councils of Mar Vista and Terra Vista. General project information will be shared with any affected neighbors and the public as well.

In addition to the contract award amount of \$2,386,979.45, staff recommends authorizing \$477,394 for the following:

- \$238,697 for project contingency (10% of the contract cost)
- \$238,697 for engineering services and City Labor (10% of the contract cost)

Engineering services include: engineering, inspection, labor compliance, and project management.

Total cost for this Project is \$2,864,373.45 which includes the construction agreement, contingency and project allocation

The Etting Road Bicycle & Pedestrian Facilities Installation, Project No. C2005/203104 has an available project budget balance of \$592,000 from the Air Pollution Buydown Fee Fund (360), and \$861,227 from the Transportation Grant State Fund (210), for a total available project budget balance of \$1,453,227.

Budget appropriations of \$1,000,000 is requested from the available fund balance in the Air Pollution Buydown Fee Fund (360) and \$411,147 from the available fund balance in the Circulation System Improvement Fees Fund (350) to fund this agreement. Both of these funding sources are eligible to be used for the Project's proposed improvements.

(continued)

(continued)

The project was originally scoped and estimated in 2021. Since then, there have been many impacts to the cost of construction and the bidding environment. This is in part due to the impacts of Covid, material shortages, and an influx of state and federal funding, which has saturated the construction industry with work. There has also been an increase of 22% between June of 2021 and June of 2023 to the California Construction Cost Index that is consistent with current inflation trends.



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.4

DATE: October 17, 2023

TO: City Council

FROM: Michelle McCarron, Assistant City Attorney, 805-385-3937, michelle.mccarron@oxnard.org

SUBJECT: Resolution of the City Council of the City of Oxnard Adopting a Conflict Policy and Procurement Procedures for Design-Build Projects (15 minutes).

RECOMMENDATION

That the City Council adopt a Resolution entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA, ADOPTING A CONFLICT POLICY AND PROCUREMENT PROCEDURES TO ALLOW THE CITY TO USE THE DESIGN-BUILD METHOD FOR CERTAIN ELIGIBLE PUBLIC PROJECTS IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTIONS 22160 THROUGH 22169."

(As of the date of this City Council agenda being posted, there is not yet an outcome from the October 10, 2023 Public Works and Transportation Committee.)

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

<https://youtu.be/PX74rZt8rK8>

BACKGROUND

Design-build projects combine professional design services and construction services into a single contract with the City. There are a number of benefits over the traditional approach of design-bid-build projects, where separate contracts are awarded for design services and construction. Design-build has been and is the current method used in private sector construction. It was first approved for public sector construction in 2001, which limited the design-build method to transit operators for projects of at least ten million dollars. The design-build method was amended over the years and in 2015, SB 785 went into effect and streamlined the design-build process into a single statute that was applicable to "local agencies", which includes cities.

The California State Legislative Analyst's Office ("LAO") in 2010 summarized fifteen design-build projects awarded by counties and made several observations. These observations would be used to support an expanded design-build statute available for more agencies and project types throughout the State. First, the LAO found that of five completed projects, two were completed below estimated costs, two projects were completed at the estimated cost, and one project was completed approximately five percent over cost. Second, of the five completed projects, all finished close to their targeted completion date, while one was completed two months earlier and the longest delay was three months on a scheduled sixteen month project. Lastly, all fifteen projects were awarded on a best value basis, not the lowest bidder. The LAO concluded that the information provided by the counties "did not provide any evidence that would discourage the Legislature from granting design-build authority on an ongoing basis to local agencies." The benefits of the design build method are greater flexibility in awarding a contract, higher quality work, greater cost certainty, fewer claims, faster project completion, fewer change orders and a singular point of accountability, eliminating finger pointing between the designer and the contractor.

DISCUSSION

The design-build law is located at Public Contract Code sections 22160-22169. This method is available for cities to use for projects that are at least one million dollars. It can only be used for the construction of a building or buildings, such as a fire station, and improvements directly related to the construction of a building or buildings, wastewater facilities, solid waste management facilities, water recycling facilities, transit facilities and park and recreation facilities. The design-build method does not include the construction of other infrastructure such as streets and highways, public rail transit or water resources facilities and infrastructure.

Other conditions required by the design-build law are a prequalification process, establishing a conflict policy, and determining whether the contract will be awarded on a low bid or best value basis.

Public Contract Code section 22164 subparagraphs (a) through (c) lays out the process the City must follow to prequalify contractors that are interested in responding to a request for proposals for a design-build project. The prequalification process requires the City to prepare a set of documents setting forth the scope and estimated price of the project and request, at a minimum, the following information from interested design-build entities: (1) type of entity and listing of personnel; (2) Licenses, Registrations and other credentials; (3) documentation showing the entity can obtain payment and performance bonds, insurance and errors and omissions insurance; (4) Workers Compensation history and Worker Safety program; (5) the entity's organizational documents; (6) Safety Record based on a three-year period; (7) enforceable commitment to the City that the entity and its subcontractors will use a skilled and trained workforce.

Public Contract Code section 22162(c) requires the local agency to develop an organizational conflict of interest policy. The main elements of the policy should include detailed descriptions of organizational conflicts of interest, situations when an entity may have a conflict, the obligations of the entity when an actual or potential conflict may exist and how the entity must provide this information to the City. Additionally, the Conflict Policy must impose continuing obligations on the entity to monitor and disclose any conflicts that may occur after the contract is awarded. If a conflict is disclosed after the award, the City may terminate the contract if warranted. The entity that discovers the conflict must prepare a full written disclosure and description of action that it proposes to take to prevent or mitigate the conflict.

Public Contract Code section 22164 subparagraphs (d) through (f) lays out the request for proposal (RFP) process for a design-build project. Only prequalified contractors or entities may respond to a design-build RFP. The RFP should identify the basic scope and needs of the project or contract, the estimated cost of the project, and the methodology that will be used by the City to evaluate proposals. The RFP must state whether the contract will be awarded on the basis of low bid or best value. The RFP should include any other information deemed necessary by the City to inform interested entities of the contracting opportunity. The RFP should state the significant factors that the City reasonably expects to consider in evaluating proposals, including, but not limited to, cost or price and all nonprice-related factors, and the relative importance or the weight assigned to each of the factors identified in the RFP. If the City chooses to use the best value selection method the City at a minimum must consider three statutorily mandated criteria, which are: price, technical design and construction expertise, and life cycle costs over 15 or more years; when determining which entity's proposal provides the best value to the City.

The Public Works Department intends to utilize the design-build method for the design and construction of the La Colonia Skatepark. This would be the first project in the City to be procured and completed under the design-build method.

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 associated with the passage of this resolution.

COMMITTEE OUTCOME

As of the date of this City Council agenda being posted, there is not yet an outcome from the October 10, 2023 Public Works and Transportation Committee. Staff is available to answer any questions.

Prepared by: Michelle McCarron, Assistant City Attorney

ATTACHMENTS

1. Design Build Resolution & Conflict Policy (1) dl
2. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA, ADOPTING A CONFLICT POLICY AND PROCUREMENT PROCEDURES TO ALLOW THE CITY TO USE THE DESIGN-BUILD METHOD FOR CERTAIN ELIGIBLE PUBLIC PROJECTS IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTIONS 22160 THROUGH 22169.

WHEREAS, the California Legislature has found and declared that various agencies authorized to use the design-build method of project delivery, using a best value procurement methodology, have reported benefits from such projects, including reduced project costs, expedited project completion, and design features that are not achievable through the traditional design-bid-build method; and

WHEREAS, the California Legislature has provided general authorization for certain local agencies to use design-build for certain projects by enacting Public Contract Code sections 22160 et seq.; and

WHEREAS, California Public Contract Code sections 22161 and 22162 authorize local agencies, with the approval of the governing body, to procure design-build projects for construction of building or buildings, and improvements directly related to the construction of a building or buildings, wastewater facilities, solid waste management facilities, water recycling facilities, transit facilities, and park and recreational facilities, in excess of one million dollars (\$1,000,000.00), by awarding the contract either to the low bid or for the best value; and

WHEREAS, California Public Contract Code section 22162(c) requires each local agency entering into design-build contracts authorized under the Public Contract Code develop guidelines for a standard organizational conflict of interest policy, consistent with applicable law, regarding the ability of a person or entity that performs services for the local agency relating to the solicitation of a design-build project, to submit a proposal as a design-build entity, or join a design-build team; and

WHEREAS, the City of Oxnard, as a general law city, is bound by the enactment of California Public Contract Code sections 22160 et seq. and has determined that the provisions set forth therein are in the best interest of the City of Oxnard with regards to the utilization of the design-build method for the City of Oxnard; and

WHEREAS, California Public Contract Code section 22161 states “design-build “ means a project delivery process in which both the design and construction of a project are procured from a single entity; and

WHEREAS, the City of Oxnard Public Works Department intends to use the Design-Build method for the first time on a City project for the design and construction of the La Colonia neighborhood skatepark; and

WHEREAS, the Oxnard City Council desires to establish a design-build solicitation process and a conflict of interest policy as required by California Public Contract Code section 22160 et seq. for the utilization of the design-build method for the City of Oxnard's qualifying construction projects.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.

2. The City Council of the City of Oxnard finds and determines that the use of the design-build method of project delivery for the first time for the construction of the City's La Colonia neighborhood skatepark, in excess of one million dollars, with Council approval, is in the best interest of the City of Oxnard.

3. All Design-Build Projects shall follow the requirements listed in section 4 of this resolution and all design-build entities must comply with the City's Design-Build Conflict of Interest Policy attached hereto as Exhibit A.

4. Procurement Process for Design-Build Projects.

A. The City shall prepare a set of documents setting forth the scope and estimated price of the project. The documents may include any information deemed necessary to describe adequately the City's needs for the project. The performance specifications and any plans shall be prepared by a design professional who is duly licensed and registered in California.

B. The City shall prepare and issue a request for qualifications in order to prequalify the design-build entities whose proposals shall be evaluated for final selection. The criteria used to prequalify entities shall be those requirements as stated in Public Contract Code section 22164 subparagraph (b) subsections (1) through (4) inclusive; and subparagraph (c) subsections (1) through (3) inclusive.

C. The City shall prepare a request for proposals, based on the documents set forth in section (A) above, that invites prequalified design-build entities to submit competitive sealed proposals in the manner prescribed by the City in accordance with Public Contract Code section 22164 subparagraphs (d) through (f) inclusive. The request for proposals shall include at a minimum:

(1) Identification of the basic scope and needs of the project or contract, the estimated cost of the project, the methodology that will be used by the local agency to evaluate proposals, whether the contract will be awarded on the basis of low bid or best value, and any other information deemed necessary by the City to inform interested parties of the contracting opportunity.

(2) Significant factors that the City reasonably expects to consider in evaluating proposals, including, but not limited to, cost or price and all non price-related factors.

(3) The relative importance or the weight assigned to each of the factors identified in the request for proposals.

(4) Where a best value selection method is used, the local agency may reserve the right to request proposal revisions and hold discussions and negotiations with responsive proposers, and include in the proposal the applicable procedures to be followed by the City to ensure discussions and negotiations are conducted in good faith.

D. If the City utilizes low bid as the final selection method, the competitive bidding process shall result in lump-sum bids by the prequalified or short-listed design-build entities, and awards shall be made to the design-build entity that is the lowest responsible bidder.

E. For those projects utilizing best value as a selection method, the design-build competition shall progress as follows:

(1) Competitive proposals shall be evaluated by using only the criteria and selection procedures specifically identified in the request for proposals. The following are the minimum factors, to be included in the evaluation by the City:

(a) Price, unless a stipulated sum is specified.

(b) Technical design and construction expertise.

(c) Life-cycle costs over 15 or more years.

(2) Pursuant to (C)(4) above, the City may hold discussions or negotiations with responsive proposers using the process articulated in the City's request for proposals.

(3) When the evaluation is complete, the responsive proposers shall be ranked based on a determination of value provided, provided that no more than three proposers are required to be ranked.

(4) The award of the contract shall be made to the responsible design-build entity whose proposal is determined by the City to have offered the best value to the public.

F. The Design-build entity that is awarded the contract shall provide payment and performance bonds in the amount required by the City as stated in the solicitation.

G. The Design-build entity that is awarded the contract shall comply with the City's insurance requirements and shall have errors and omissions insurance coverage for the design elements of the project.

5. Conflict Policy. The City of Oxnard has promulgated the required Conflict of Interest Policy pursuant to California Public Contract Code section 22162, and that policy is attached hereto as Exhibit A and incorporated by this reference as though fully set forth herein. The Conflict of Interest Policy shall be included in the prequalification process and the request for proposal. All responsive submittals must comply with the Conflict Policy or be subject to disqualification.

6. Severability. If any provision of this Resolution or the application of any such provision is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable and that the City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

7. Effective Date. This Resolution shall be effective immediately upon adoption.

8. Certification. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

PASSED, APPROVED AND ADOPTED on this 17th day of October, 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

EXHIBIT A

City of Oxnard Design-Build Conflict of Interest Policy for Construction Projects

PURPOSE

Public Contract Code section 22162 requires local agencies to establish an organizational conflict-of-interest policy that applies to design-build projects procured pursuant to Public Contract Code section 22160 et seq. Organizational conflicts of interest can occur in the design-build procurement process when a person or entity that performs services for a local agency relating to the solicitation of a design-build project seeks to submit a proposal to the City as a design-build entity or join a design-build team, thereby making that person or entity unable or potentially unable to render impartial assistance or advice to the City, impairing the objectivity of that person or entity in performing the contract work, or giving that person or entity an unfair competitive advantage.

POLICY

A. Defined Terms.

1. "Design-Build" means a project delivery process in which both the design and construction of a project are procured from a single entity.
2. "Design-Build Entity" means a corporation, limited liability company, partnership, joint venture, or other legal entity that is able to provide appropriately licensed contracting, architectural, and engineering services as needed pursuant to a Design-Build contract.
3. "Design-Build Team" means a Design-Build Entity and the individuals and other entities identified by the Design-Build Entity as members of its team. Members of a Design-Build Team include the general contractor and, if utilized in the design of the project, all electrical, mechanical, and plumbing contractors.
4. "Proposer" means any consultant or contractor that seeks to submit a proposal to the City as a Design-Build Entity or to join a Design-Build Team.

B. Organizational Conflicts of Interest.

1. A Proposer may not have any organizational conflicts of interest.

2. "Organizational conflicts of interest" are circumstances arising out of a consultant's or contractor's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (e.g., parent entities and their subsidiaries and affiliates) that results in: (i) the impairment or potential impairment of a consultant's or contractor's ability to render impartial assistance or advice to the City or of its objectivity in performing work for the City; (ii) an unfair competitive advantage for any bidder or Proposer with respect to a City procurement; or (iii) a perception or appearance of impropriety with respect to any of the City's procurements or contracts or a perception or appearance of unfair competitive advantage with respect to a procurement by the City (regardless of whether any such perception is accurate).

3. An organizational conflict of interest exists in the following instances:

a. A Proposer is the City's general engineering or architectural consultant to the Design-Build project, except that a subconsultant to the general engineering or architectural consultant that has not yet performed work on the contract to provide services for the design-build project may participate as a proposer or join a Design-Build Team if it terminates the agreement to provide work and provides no work for the City's general engineering or architectural consultant on the Design-Build project.

b. A Proposer has assisted or is assisting the City in the management of the Design-Build project, including the preparation of the request for proposals, evaluation criteria, or any other aspect of the procurement.

c. A Proposer has conducted preliminary design services for the Design-Build project, such as conceptual layouts, preliminary design, or preparation of bridging documents.

d. A Proposer performed design work related to the Design-Build project for other stakeholders in the Design-Build project.

e. A Proposer performed design work on a previous contract that specifically excludes it from participating as a proposer or joining a Design-Build Team for the Design-Build project.

f. A Proposer is under contract with any other entity or stakeholder to perform oversight of the Design-Build project.

g. A Proposer has obtained advice from, or discussed any aspect relating to the Design-Build project or procurement of the Design-Build project with, any person or entity with an organizational conflict of interest, including, but not limited to, the consultants of any entity that have provided technical support on the Design-Build project.

h. Any circumstances that would violate California Government Code section 1090, et seq.

C. Obligations of Proposers.

1. Proposers shall make a full written disclosure to the City of the facts and circumstances regarding an organizational conflict of interest or a potential organizational conflict-of-interest and shall have a continuing obligation to do so until they are no longer Proposers.
2. Proposers shall disclose all relevant facts relating to past, present or planned interests of the Proposer's Design-Build Team (including the Proposer, Proposer's proposed consultants and subconsultants and subcontractors and their respective directors and key personnel) that may result in, or could be viewed as, an organizational conflict-of-interest in connection with any Design- Build project procurement, including present or planned contractual or employment relationships with any current City employee.
3. Proposers shall disclose in the response documents to a Design-Build request for qualifications and request for proposals, all the work performed in relation to the particular proposed Design-Build project.
4. If a Proposer determines that a conflict of interest or potential conflict of interest exists, it must disclose the conflict or potential conflict of interest to the City. The disclosure may not necessarily disqualify a Proposer from being awarded a contract. The Proposer shall propose measures to avoid, neutralize, or mitigate all conflicts or potential conflicts. The City, in its sole discretion, shall determine whether the proposed measures are sufficient to overcome the conflict or potential conflict and whether the Proposer may continue with the procurement process. The City has the right to cancel or amend a resulting Design-Build project contract if the successful Proposer failed to disclose a conflict or potential conflict that it knew or should have known about, or if the Proposer provided information in its disclosure that is false or misleading.
5. For other conflicts or potential conflicts not mentioned specifically above, such as conflicts involving employees changing companies, mergers and acquisitions of firms, property ownership, business arrangements, and financial interests, a Proposer shall disclose and address any organizational conflicts of interest or potential organizational conflicts of interest when participating in or joining a Design-Build Team. The City will determine if a conflict of interest exists.

D. Obligations After Contract Award.

The successful Proposer to whom a contract is awarded ("Contractor") has an ongoing obligation to monitor and disclose its conflicts or potential conflicts of interest. The City has the right to ongoing enforcement of this policy. If an organizational conflict of interest is discovered after contract award, the Contractor must make an immediate and full written disclosure to the City that includes a description of the action that the Contractor has taken or proposes to take to avoid or mitigate the conflict. If an organizational conflict of interest is determined to exist and the Contractor was aware of an organizational conflict of interest prior to award of the contract and

did not disclose the conflict, the City may terminate the contract. If a new conflict of interest arises after contract award, and Contractor's proposed measures to avoid or mitigate the conflict are determined by the City to be inadequate to protect the City, the City may terminate the contract. If the contract is terminated, the City assumes no obligations, responsibilities and liabilities to reimburse all or part of the costs incurred or alleged to have been incurred by Contractor and is entitled to pursue any available legal remedies

E. Incorporation by Reference.

This policy shall be incorporated by reference into and included as part of all City Design-Build project requests for qualifications and requests for proposals, and all City Design-Build contracts.

Resolution of the City Council of the City of Oxnard Adopting a Conflict Policy and Procurement Procedures for Design-Build Projects

Public Works & Transportation Committee
October 10, 2023

Michelle McCarron
Assistant City Attorney

That the Public Works and Transportation Committee recommends the City Council Adopt a Resolution entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA, ADOPTING A CONFLICT POLICY AND PROCUREMENT PROCEDURES TO ALLOW THE CITY TO USE THE DESIGN-BUILD METHOD FOR CERTAIN ELIGIBLE PUBLIC PROJECTS IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTIONS 22160 THROUGH 22169."

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- Design-build projects combine professional design services and construction services into a single contract with the City.
- There are a number of benefits over the traditional approach of design-bid-build projects, where separate contracts are awarded for design services and construction.
- The benefits of the design build method are greater flexibility in awarding a contract, higher quality work, greater cost certainty, fewer claims, faster project completion, fewer change orders and a singular point of accountability, eliminating finger pointing between the designer and the contractor.

- The design-build law is located at Public Contract Code sections 22160-22169.
- This method is available for cities to use for projects that are at least one million dollars. It can only be used for the construction of a building or buildings, such as a fire station, and improvements directly related to the construction of a building or buildings, wastewater facilities, solid waste management facilities, water recycling facilities, transit facilities and park and recreation facilities.
- The design-build method does not include the construction of other infrastructure such as streets and highways, public rail transit or water resources facilities and infrastructure.

- Other conditions required by the design-build law are a prequalification process, establishing a conflict policy, and determining whether the contract will be awarded on a low bid or best value basis.
- The City must prequalify contractors that are interested in responding to a request for proposals for a design-build project. The prequalification process requires the City to prepare a set of documents setting forth the scope and estimated price of the project and request specific information from interested contractors.
- All prequalified contractors must adhere to the City's organizational conflict of interest policy and certify whether an actual or potential conflict exists.

- Once contractors or entities are prequalified, they may respond to a design-build request for proposal (RFP) from the City.
- The RFP should identify the basic scope and needs of the project or contract, the estimated cost of the project, and the methodology that will be used by the City to evaluate proposals. The RFP must state whether the contract will be awarded on the basis of low bid or best value.
- The best value selection method must consider three statutorily mandated criteria, which are: price, technical design and construction expertise, and life cycle costs over 15 or more years.

There is no financial impact associated with the passage of this resolution.



QUESTIONS