

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



AMENDED AGENDA
Item G.1 Report of City Manager - Added

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

Meeting Location: Council Chambers, 305 West Third Street

January 2, 2024

Closed Session - 5:15 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: 881 6625 7675
3. Passcode: 626607

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 and Oxnard Community Development Commission Successor Agency
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 (5:15 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of case: *Ignacio Ixta, Jr. v. County of Ventura, et al.*
U.S District Court, California Central District Court Case No. 2:22-CV-02468
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 January 15, 2024 as "Dr. Martin Luther King, Jr. Day."
2. SUBJECT: Presentation of a Proclamation Designating January 13, 2024 as "Soroptimist STOP Human Trafficking Awareness Day."

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 Attorney Department

SUBJECT: Ratification of Severe Storms Emergency Proclamation

RECOMMENDATION: That the City Council adopt a resolution ratifying the Proclamation of the Director of Emergency Services of the City of Oxnard Proclaiming the Existence of a Local Emergency

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

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 December 5, 2023, regular meetings as presented.

Legislative Body: City Council

Contact: Dee Lai, (805) 385-8200

2. City Manager Department

SUBJECT: Ninth Annual Recognized Obligation Payment Schedule 2024-25.

RECOMMENDATION: That the Community Development Commission Successor Agency adopt a Resolution approving the Ninth Annual Recognized Obligation Payment Schedule (ROPS) 24-25 covering the period of July 1, 2024 - June 30, 2025.

(This item did not originate in Committee.)

Legislative Body: Oxnard Community Development Commission Successor Agency

Contact: Ashley Golden, (805) 385-7478

3. Finance Department

SUBJECT: First Amendment to External Auditor Agreement A-8223

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the First Amendment to Agreement A-8223 with Eadie + Payne, LLP, to increase the amount by \$20,000, for a total amended not-to-exceed amount over 5 years of \$1,095,100 for FY 2022-23 Annual Comprehensive Financial Reporting (ACFR)/Single-Audit/Ancillary Assistance.

(The Finance and Governance Committee approved 3-0 on December 12, 2023)

Legislative Body: City Council

Contact: Javier Chagoyen-Lazaro, (805) 385-5400

4. Public Works Department

SUBJECT: Agreement 32400249 with Amrep Manufacturing Company, LLC for Maintenance, Inspection and Repair of Amrep Refuse Collection Vehicles.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Amrep Manufacturing Company, LLC for a one-year term with the option to extend for four consecutive one-year periods for a maximum contract term of five years, and a total contract not-to-exceed amount over the entire possible contract term of \$750,000 for the maintenance, inspection and repair of the City's Amrep waste collection fleet on an on-call/as-needed basis.

(Public Works and Transportation Committee approved 3-0 on December 12, 2023)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

5. Public Works Department

SUBJECT: First Amendment to Trade Services Agreement A-8263 with UniFirst Corporation for Multi Divisional Uniform Rental, Purchase, and Laundry Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment to an Agreement with UniFirst Corporation for uniform rental, purchase, and laundry services for multi-divisions; extending the term for nine months from January 31, 2024 to October 31, 2024 and increasing the contract total by \$100,000 for a new contract total not to exceed \$770,000.

(Public Works and Transportation Committee approved 3-0 on December 12, 2023)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

L. PUBLIC HEARINGS

1. Community Development Department

SUBJECT: Subdivision of a 4.16-acre lot into 25 lots for condominium purposes, located at 1400 Graves Avenue and 2301 Santiago Court (APN: 214-0-031-025). Filed by Garry Collett, California Commercial Investment Companies, 4530 East Thousand Oaks Boulevard, Suite 100, Westlake Village, California 91362. (20 minutes)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing;
2. Find the Project to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301(k) (Existing Facilities); and,
3. Adopt a Resolution approving Planning and Zoning Permit No. 22-300-03 for a Tentative Subdivision Map (Tentative Tract Map No. 6062), subject to certain findings and conditions.

(This item did not originate in Committee.)

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

https://youtu.be/Ix_rWwSR0Cg

Legislative Body: City Council

Contact: Jeff Pengilley, (805) 385-8208

M. REPORTS

N. ADJOURNMENT



CITY COUNCIL AGENDA REPORT

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

DATE: January 2, 2024

TO: City Council

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

SUBJECT: Ratification of Severe Storms Emergency Proclamation

RECOMMENDATION

That the City Council adopt a resolution ratifying the Proclamation of the Director of Emergency Services of the City of Oxnard Proclaiming the Existence of a Local Emergency

BACKGROUND

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

On December 21, 2023, the City was inundated with a rainstorm that brought with it what the Los Angeles Times described as "a once-in-a-millennium rainfall." The National Weather Service estimated that approximately 1.36 billion gallons of water dropped on Oxnard in a 60 minute period in the early morning of December 21. The estimated 4.5 inches falling between 1:00 a.m. and 3:00 a.m. the morning of December 21 caused major flooding throughout the City, with standing water over 4 feet high in many areas.

In responding to the emergency, the Police, Fire, and Public Works Departments closely coordinated actions and staffing augmentations to ensure staff could meet the needs of Oxnard residents during this extraordinary weather event. This included having additional emergency response units and specialty-trained swift water rescue teams available. Public Works had additional staff to manage road closures, flooding issues, and downed trees. The City's Emergency Operations Response (EOC) was activated to determine locations and the severity of flooding conditions, determine the status of roads and streets, coordinate City resource deployment, facilitate public information and coordination with adjacent jurisdictions, and support shelter operations among other things.

Damage assessment is still underway but to date, 172 residential structures have been reported to have some level of water intrusion. Of those 172 structures, 36 of them reported water intrusion between 6 and 36 inches. City and County staff continue to collect initial damage estimates and conduct verification visits as time and circumstances permit. In addition to the damaged structures, over 324 vehicles have been reported to be damaged.

As a result of the emergency, the City Manager, in his role as the City's Director of Emergency Services, signed a resolution proclaiming the existence of a local emergency on December 27, 2023 ("Emergency Proclamation"). The Emergency Proclamation is now before the Oxnard City Council for ratification.

Pursuant to Government Code Section 8630, the condition and powers granted through the proclamation continue for seven (7) days unless ratified by a resolution of the City Council. The resolution before you confirms and ratifies the local emergency consistent with Section 8630. Council must reconsider the local emergency every 60 days for it to continue.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The City will be requesting reimbursement for the costs associated with the emergency.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Stephen Fischer, City Attorney, Alexander Hamilton, Fire Chief, Alexander Nguyen, City Manager, Jason Zaragoza, Deputy City Attorney

ATTACHMENTS

1. City Council resolution ratifying the proclamation of a local emergency.v2
2. Exhibit A_ Resolution 23_02 _ Severe Storms_ Local Emergency_ Fully executed

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD RATIFYING
THE PROCLAMATION OF THE DIRECTOR OF EMERGENCY SERVICES OF THE
CITY OF OXNARD AND PROCLAIMING THE EXISTENCE OF A LOCAL
EMERGENCY DUE TO SEVERE STORMS**

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

WHEREAS, a severe rainstorm that commenced the week of December 18, 2023 produced more than 6 inches of rainfall in the Oxnard, 4.5 inches of which fell between 1:00 a.m. and 3:00 a.m. the morning of December 21; and

WHEREAS, the National Weather Service reported rainfall to be as much as 3.18 inches in one hour, which is the highest rate recorded for the area for at least 100 years; and

WHEREAS, the torrential rain caused extensive street flooding as well as flood damage to many homes, businesses, and vehicles within the city and neighboring jurisdictions and the unincorporated areas of Ventura County (“County”); and

WHEREAS, beginning on December 20, 2023, City staff dedicated resources to respond within the city and to assist other agencies in responding to the severe rainstorm throughout the County, including making available additional emergency response units and specialty-trained swift water rescue teams, managing road closures and flooding issues, and activating the City’s Emergency Operations Center at an Enhanced Operations/Monitoring level to assist in coordination and information sharing, both within the city and throughout the County; and

WHEREAS, on December 27, 2023, the Director of Emergency Services proclaimed the existence of a local emergency due to severe storms; and

WHEREAS, pursuant to Government Code Section 8630, the conditions and powers granted by the proclamation continue for seven (7) days unless ratified by a resolution of the City Council.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED AND ORDERED:

A. The City Council hereby proclaims the existence of a local state of emergency in the city, pursuant to California Government Code Section 8630 and all other applicable laws, and the Director of Emergency Services’ December 27, 2023 proclamation attached to this resolution as **Exhibit A** and incorporated into this resolution by this reference is hereby ratified; and

B. The local emergency shall be deemed to continue and exist until it is terminated by proclamation of the City Council of the City of Oxnard; and

C. During the existence of the local emergency, the powers, functions and duties of the

Director of Emergency Services shall be those prescribed by state law, the existing ordinances and resolutions of the City of Oxnard, this resolution and any subsequent emergency orders of the City Council, and any other local, state or federal laws providing powers, immunities or duties in such emergency; and

D. To the extent permitted by law, City goods and services procurement requirements are stayed during this local emergency, as necessary to procure and respond to the local emergency, and the Director of Emergency Services is empowered to exercise all powers granted by any local, state or federal emergency laws, rules and regulations, and such procurements made by the Director of Emergency Services are hereby ratified; further, the Director of Emergency Services is authorized to appropriate and expend any City funds deemed necessary by the Director of Emergency Services in writing, including unappropriated City reserve funds, to exercise any of said emergency powers or procurement powers, and to transfer such funds to corresponding City budget line items or categories; and

E. To the extent permitted by law, this proclamation of a local emergency is intended to satisfy any local, state or federal law or regulation requiring such a proclamation as a prerequisite or requirement for mutual assistance, reimbursement or other cooperation with any other local, state or federal entity; this proclamation of local emergency also hereby activates any and all existing City emergency plans, and authorizes the Director of Emergency Services to amend such plans in writing as necessary; and

F. The Director of Emergency Services, as delegated by the City Council pursuant to Chapter 6 of the City Code, may promulgate orders and regulations necessary to provide for the protection of life and property; and

G. Pursuant to Government Code section 8630(c), the City Council must review the need for continuing the Local Emergency at least once every 60 days until the governing body terminates the Local Emergency.

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PASSED AND ADOPTED THIS 2nd day of January 2024, 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
[December 27, 2023 Director of Emergency Services Proclamation]

CITY OF OXNARD

RESOLUTION NO. 23-02

**RESOLUTION OF THE DIRECTOR OF EMERGENCY SERVICES
OF THE CITY OF OXNARD PROCLAIMING THE EXISTENCE
OF A LOCAL EMERGENCY**

WHEREAS, Chapter 6 of the Oxnard City Code empowers the City Manager of the City of Oxnard (“City”), acting in the capacity of the Director of Emergency Services, to proclaim the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, the Director of Emergency Services does hereby find:

The severe rainstorm that commenced the week of December 18, 2023 produced more than 6 inches of rainfall in Oxnard, 4.5 inches of which fell between 1:00 a.m. and 3:00 a.m. the morning of December 21; and

The National Weather Service reported rainfall to be as much as 3.18 inches in one hour, which is the highest rate recorded for the area for at least 100 years; and

The torrential rain caused extensive street flooding as well as flood damage to many homes, businesses, and vehicles within the city and neighboring jurisdictions and the unincorporated areas of Ventura County; and

Beginning on December 20, 2023, City staff dedicated resources to respond within the city and to assist other agencies in responding to the severe rainstorm throughout the County, including making available additional emergency response units and specialty-trained swift water rescue teams, managing road closures and flooding issues, and activating the City’s Emergency Operations Center at an Enhanced Operations/Monitoring level to assist in coordination and information sharing, both within the city and throughout Ventura County; and

The aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency within the city; and

The City Council of the City of Oxnard is not in session (and cannot immediately be called into session).

NOW, THEREFORE, IT IS HEREBY PROCLAIMED

Section 1. That a Local Emergency now exists throughout the city.

Section 2. The conditions and powers granted during this Local Emergency shall continue for no more than seven (7) days unless this Proclamation is ratified by a Resolution of the City Council pursuant to Government Code Section 8630.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of the Local Emergency the powers, functions, and duties of the Office of Emergency Services and Disaster Council of the City shall be those prescribed by state law, and by the ordinances, resolutions and other adopted policies of the City.

Dated: 12/27/2023 By: 
Alexander Nguyen
City Manager/Director of Emergency
Services
City of Oxnard

ATTEST:

APPROVED AS TO FORM:


City Clerk


City Attorney



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

DATE: January 2, 2024
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 December 5, 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. 12 05 2023 Council Minutes

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
December 5, 2023

A. ROLL CALL, POSTING OF AGENDA

At 4:30 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, Oscar Madrigal, Bert E. Perello, Gabriel (Gabe) Teran, Arthur Valenzuela Zavala, and Mayor John C. Zaragoza were present.

Mayor Pro Tem MacDonald was absent. Councilmember Oscar Madrigal arrived at 6:25 p.m.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council
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: F.G., an individual, et al. v. City of Oxnard, et al.
Ventura County Superior Court, Case No. 56-2022-00562807-CU-OE-VTA
Legislative Body: City Council

At 4:37 p.m., the City Council recessed into a closed session. At 5:38 p.m., the City Council reconvened in an open session in the Council Chambers. Stephen Fischer, City Attorney, announced that no reportable actions resulted from the closed session for item C.1.

D. APPOINTMENT ITEMS (5:30 PM)

1. City Manager Department
SUBJECT: Update on Current Pests and Diseases that are Impacting Agriculture in Ventura County.
RECOMMENDATION: That the City Council received an update by the Ventura County Agricultural Commissioner Korinne Bell on the Asian Citrus Psyllid, Huanglongbing, the Queensland Fruit Fly and potential impacts to farms/orchards.

Korinne Bell, Ventura County Agricultural Commissioner, provided an update on the current pests and diseases that are impacting agriculture in Ventura County.

No public comments were received.

E. OPENING CEREMONIES (6:00 PM)

Mayor Zaragoza led the pledge of allegiance followed by a moment of silence.

F. CEREMONIAL ITEMS

1. SUBJECT: Special Guest from the North Pole.

Santa joined the Council on the dais and wished everyone a Merry Christmas. Santa will be visiting the community from December 14, 2023 to December 22, 2023, from 4:30 p.m. to 7:30 p.m., according to the elves. Mayor Zaragoza thanked Santa and the elves and wished everyone a Merry Christmas and a Happy New

December 5, 2023

PAGE 2

Year.

No public comments were received.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Karla Alejandra, Ray Blattel, Leah Dehmohsen, Sarah Noyola, Krystal Lopez, Michael Gleason, Isaac Morales, and Marino Barrios.

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

1. City Manager Department

SUBJECT: Local Government Fun Fact: Southern California's Illegal Food Vendor Problem.

RECOMMENDATION: That the Public and City Council receive a City Manager discussion about Southern California's illegal food vendor problem.

Alex Nguyen, City Manager, provided information on Southern California's illegal food vendor problem.

Public comments were received from Karla Alejandra and Kyremina Youssef.

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

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

Councilmember Valenzuela Zavala requested that the City Council consider resolution HR786 on a future agenda item on December 19, 2023.

Councilmember Perello requested that staff provide an update to the City Council on the allowable building height in the Downtown corridor as a future agenda item.

No public comments were received.

J. REVIEW OF INFORMATION/CONSENT AGENDA

Items L-1 through L.8 were discussed among the Council and staff.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Teresa Telles, Monica Phillippe, Katrina Maldonado, Pat Brown, and Karla Alejandra.

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of November 7, 2023, regular meetings as presented.

2. Finance Department

SUBJECT: Update on the Financial Corrective Action Plan (FCAP) For Closing Past Audit

Findings.

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

(The Finance and Governance Committee approved 3-0 on November 14, 2023 to approve the staff recommendation to forward the item for Council approval.)

3. Public Works Department

SUBJECT: Grant Application Resolution for CalRecycle Grant Programs. (10 minutes)

RECOMMENDATION: That the City Council adopt a **Resolution No. 15,752:**

1. Authorizing the City Manager or designee to submit a grant application resolution to the California Department of Resources Recycling and Recovery (CalRecycle) (no local match) in SB 1383 Local Assistance Grant Program funds
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 grant funds; and
4. Authorizing the Public Works Director or designee to submit non-financial reports.

(This item did not originate in Committee.)

4. Fire Department

SUBJECT: Authorize Blanket Purchase Order for Stryker Sales, LLC in a Not to Exceed (NTE) Amount of \$400,000 through June 30, 2024

RECOMMENDATION: That the City Council authorize the Mayor to execute Blanket Purchase Orders (BPO) with Stryker Sales, LLC for a total amount NTE \$400,000 for the purchase of grant-funded automatic chest compression systems and other routine operational expenses.

(The Community Services, Public Safety, Housing & Development Committee approved 2-0 on November 14, 2023 to approve the staff recommendation and to forward the item for Council approval.)

5. Fire Department

SUBJECT: Memorandum of Agreement Between the City of Oxnard (Fire Department) and Oxnard Union High School District

RECOMMENDATION: That the City Council approve and authorize the Mayor to enter into a Memorandum of Agreement between the City of Oxnard (Fire Department) and Oxnard Union High School District for an after-school program to introduce high school students to fire service.

(The Community Services, Public Safety, Housing & Development Committee approved 2-0 on November 14, 2023 to approve the staff recommendation and to forward the item for Council approval.)

6. Community Development Department

SUBJECT: Adoption of Ordinance Nos. 3034, 3035, 3036, 3037, 3038, 3039, and 3040 - Planning & Zoning (PZ) Permit No. 23-580-03 (Zoning Text Amendments) - Implementation of the City's

Adopted Amended 6th Cycle 2021-2029 Housing Element

RECOMMENDATION: That the City Council adopt the following Ordinances amending Chapter 16 of the Oxnard City Code (OCC) to implement the Adopted Amended 6th Cycle of the 2021-2029 Housing Element and find that the adoption of the Ordinances are exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) and (3) and 15061(b)(3) of the CEQA Guidelines:

1. **Ordinance No. 3034** - An Ordinance of the City Council of the City of Oxnard amending Accessory Dwelling Unit parking and impact fee requirements in Oxnard City Code (OCC) Section 16-468 & 16-622; and
2. **Ordinance No. 3035** - An Ordinance of the City Council of the City of Oxnard amending the City’s Density Bonus Ordinance in OCC Section 16-410; and
3. **Ordinance No. 3036** - An Ordinance of the City Council of the City of Oxnard amending the Emergency Shelter Standards in OCC Section 16-504 and 16-622; and
4. **Ordinance No. 3037** - An Ordinance of the City Council of the City of Oxnard streamlining ordinance provisions, clarifying permitting requirements, simplifying code requirements, and amending requirements on Farmworker Housing, Supportive Housing, Low-Barrier Navigation Center, Single Room Occupancy and Residential Care facilities in OCC Section 16-10, 16-20 to 16-144, 16-148, 16-300, 16-303, 16-333, 16-441 & 16-622 ; and
5. **Ordinance No. 3038** - An Ordinance of the City Council of the City of Oxnard amending Reasonable Accommodation requirements in OCC Section 16-501.5; and
6. **Ordinance No. 3039** - An Ordinance of the City Council of the City of Oxnard streamlining, clarifying, and simplifying permit procedures for Development Design Review, Special Use Permit Expiration and Major and Minor Modification to Special Use Permit in OCC Sections 16-525, 16-553 and 16-560 amendments; and
7. **Ordinance No. 3040** - An Ordinance of the City Council of the City of Oxnard amending the Attached Dwelling Unit standards in OCC Section 16-360.

(This item originated from a Public Hearing at the November 7, 2023 City Council meeting and was previously heard by the Planning Commission, therefore this item did not originate in Committee.)

7. Public Works Department

SUBJECT: Public Project Agreement 32400255 with J.R. Filanc Construction Company, Inc for Secondary Sedimentation Tank Mechanical Equipment Replacement at the Oxnard Wastewater Treatment Plant (OWTP), Specification No. PW 23-112.

RECOMMENDATION: That the City Council approve and authorize:

1. A total of \$948,477 in project funds for Secondary Sedimentation Tank Mechanical Equipment Replacement at the OWTP, Specification No. PW 23-112;
2. The Mayor to Execute an Agreement with J.R. Filanc Construction Company, Inc (Filanc) in the amount of \$790,397 for the Project;
3. A Project contingency amount of \$79,040 (10%) with Filanc for a total not to exceed value of \$869,437 for the Project;
4. A Project allocation amount of \$79,040 (10%) for engineering, inspection, survey and project management for the Project; and
5. Budget appropriations of \$948,477 from the available fund balance in the Wastewater Operating Fund (611) and the corresponding appropriation and revenue transfer in the

Wastewater Capital Fund (612) for use of this 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.)

8. City Manager Department

SUBJECT: Appointment of Councilwoman Gabriela Basua to Regional Defense Partnership for the 21st Century (RDP-21).

RECOMMENDATION: That the Mayor, with the approval of the City Council, appoint Councilwoman Gabriela Basua to the Regional Defense Partnership for the 21st Century (RDP-21).

(This item did not originate in Committee.)

Consent Items L.1, L.2, L.3, L.4, L.6, L.7, and L.8.

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

Consent Item L.5

It was moved by Councilmember Perello, seconded by Councilmember Valenzuela Zavala, to approve the recommended action as presented. VOTE: Basua, Madrigal, Perello, Valenzuela Zavala, and Zaragoza voted in favor; the motion passed 5-0. Mayor Pro Tem MacDonald was absent. Councilmember Teran recused himself due to a professional conflict with the Oxnard Union High School District.

M. REPORTS

1. Housing Department

SUBJECT: Acquisition of Real Property located at 131 East Seventh Street and Disposition of Real Property located at 418 West Fourth Street in Downtown Oxnard. (10 minutes)

RECOMMENDATION: That the City Council:

1. Find that the recommended actions do not constitute a “project” subject to the California Environmental Quality Act pursuant to Section 21065 of CEQA and Sections 15004(b)(4) and 15378 of the State CEQA Guidelines and, as such, no environmental document pursuant to CEQA is required;
2. Approved the disposition of improved real property located at 418 West Fourth Street in the amount of \$400,000 for a future private use;
3. Approve the acquisition of unimproved real property located at 131 East Seventh Street in the amount of \$430,000 for the future development of affordable housing;
4. Approve and authorize a budget appropriation of \$30,000 from the Housing In Lieu Fees Fund (Fund 360-Subfund 7050) available fund balance and authorize an exchange of value for completion of the two transactions;
5. Approve and authorize a budget appropriation of \$75,000 from the Housing In Lieu Fees Fund (Fund 360-Subfund 7050) available fund balance for necessary transaction and future maintenance costs; and
6. Authorize the City Manager or his designee to execute any and all documents necessary to

December 5, 2023

PAGE 6

facilitate these transactions.

(This item did not originate in Committee.)

Emilio Ramirez, Housing Director, was available to answer questions. Public comment was received from Pat Brown. Discussion ensued among the council and staff.

It was moved by Councilwoman Basua, seconded by Councilmember Madrigal, to approve the recommended action as presented. VOTE: Basua, Madrigal, Teran, Valenzuela Zavala, and Zaragoza voted in favor; the motion passed 5-1. Councilmember Perello voted no. Mayor Pro Tem MacDonald was absent.

At 8:33 p.m., the Council took a short recess. At 8:41 p.m., the Council reconvened in an open session in the Council Chambers.

2. Public Works Department

SUBJECT: Solid Waste (Refuse) Rates Discussion. (50 minutes)

RECOMMENDATION: That the City Council:

1. Provide comments and feedback on the goals, variable input, preliminary scenarios, and the process and timeline for solid waste rates; and
2. Direct staff to move forward to the next steps in the rate setting process on the basis of Scenario 4.

(Public Works and Transportation Committee approved 2-0)

Thierry Bouveri, Raftelis Vice President, presented and was available to answer questions. Michael Wolfe, Public Works Director, was also available to answer questions. No public comments were received. Discussion ensued among the council and staff.

At 9:52 p.m., City Council voted to continue the meeting past 10:00 p.m., and take action on the remainder of the items on the agenda.

It was moved by Councilmember Perello, seconded by Councilmember Teran, to continue the meeting past 10:00 p.m. VOTE: Basua, Madrigal, Perello, Teran, Valenzuela Zavala, and Zaragoza voted in favor; the motion passed 6-0. Mayor Pro Tem MacDonald was absent.

It was moved by Mayor Zaragoza, seconded by Councilmember Teran, to approve the recommended action on the basis of scenario 4. VOTE: Teran, Valenzuela Zavala, and Zaragoza voted in favor; the motion failed 3-3. Councilmembers Basua, Perello, and Madrigal voted no. Mayor Pro Tem MacDonald was absent.

It was moved by Councilmember Perello, seconded by Councilmember Madrigal, to approve the recommended action on the basis of scenario 3. VOTE: Basua, Madrigal, Perello, and Teran voted in favor; the motion passed 4-2. Mayor Zaragoza and Councilmember Valenzuela Zavala voted no. Mayor Pro Tem MacDonald was absent.

3. Public Works Department

SUBJECT: Agreement 32400156 with Roesling Nakamura Terada Architects, Inc. for Architecture and Engineering Services for the Wastewater Division New Maintenance Building Project. (10

minutes)

RECOMMENDATION: That the City Council approve and authorize the Mayor to Execute an Agreement with Roesling Nakamura Terada Architects, Inc. in the amount of \$1,000,000 for Architectural and Engineering Services.

(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.)

Tim Beaman, Senior Civil Engineer, Michelle (Elle) McCarron, Assistant City Attorney, and Michael Wolfe, Public Works Director, were available to answer questions. No public comments were received. Discussion ensued among the council and staff.

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

4. Public Works Department

SUBJECT: Agreement 32400247 with Quest National Holdings dba Quest National Security for Security Guard Services at Various City Locations. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Quest National Holdings dba Quest National Security, for an initial term starting January 1, 2024, ending December 31, 2024, with the options to extend through December 31, 2028, and for a total contract not-to-exceed amount of \$6,000,000 for security guard services at various City locations.

(The Public Works and Transportation Committee outcome was unknown at the time this agenda was posted.)

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

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

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 10:08 p.m.

DEE LAI
Assistant City Clerk

JOHN C. ZARAGOZA
Mayor



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

DATE: January 2, 2024

TO: Oxnard Community Development Commission Successor Agency

FROM: Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org

SUBJECT: Ninth Annual Recognized Obligation Payment Schedule 2024-25.

RECOMMENDATION

That the Community Development Commission Successor Agency adopt a Resolution approving the Ninth Annual Recognized Obligation Payment Schedule (ROPS) 24-25 covering the period of July 1, 2024 - June 30, 2025.

(This item did not originate in Committee.)

BACKGROUND

As part of the 2011 Budget Act and to protect funding for core public services at the local level, the California Legislature approved the dissolution of the state's four hundred Redevelopment Agencies (RDAs). On February 1, 2012, all RDAs in the state of California were officially dissolved. As a result of eliminating RDAs, property tax revenues are now used to pay required payments on existing bonds, other obligations, and pass-through payments to local governments. The remaining property tax revenues that exceed the enforceable obligations are allocated to cities, counties, special districts, and school and community college districts.

To help facilitate the wind-down process at the local level, each city formed a Successor Agency (SA), which manages ongoing redevelopment projects, makes payments on enforceable obligations, and disposes of redevelopment assets. In the City of Oxnard, the City Council acts as the SA to Oxnard's former RDA, the Community Development Commission. Each SA has an Oversight Board (OB) that supervises its work. As specified in California Senate Bill 107 and beginning on July 1, 2018, all OB's in the County were consolidated into one OB, the Ventura County Consolidated Oversight Board (County OB). The 7-member County OB comprises representatives of the local agencies from Ventura County cities, special districts, and K-14 educational agencies. The County OB members have a fiduciary responsibility to holders of enforceable obligations and the local agencies that would benefit from property tax distributions from the former redevelopment project areas. Following SA approval of this item, staff will forward ROPS 24-25 to the County OB for approval on January 24, 2024. Once the County OB approves, staff will submit ROPS 24-25 to the California Department of Finance (DOF) for final approval.

Pursuant to California Health and Safety Code Section 34177(l)(1), the City, as SA to the former Oxnard Community Development Commission, must prepare an annual ROPS documenting the enforceable obligations of the former RDA for the coming fiscal year. This ROPS covers the period July 1, 2024, through June 30, 2025 (ROPS 24-25) and, per California Health and Safety Code Section 34177(m), must be submitted to DOF after approval by the County OB, no later than February 1, 2024.

The ROPS 24-25 period totals \$10,203,152 in SA enforceable obligations. The Total Outstanding Obligation, which is the sum of all of the Oxnard SA's obligations, stands at \$66,249,450 in ROPS 24-25, down from the ROPS 23-24 Total Outstanding Obligation of \$76,243,853. These obligations include bond debt service, developer agreement payments, and other obligations enforceable by the SA.

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

Approval of the Ninth Annual ROPS 24-25 will facilitate the ability of the SA to continue payment of the enforceable obligations of the former Community Development Commission and is among the reasonable measures required to be taken to avoid triggering an event of default under any enforceable obligations. Certification of the ROPS allows the SA to collect property tax revenues from the Ventura County Auditor-Controller in an amount sufficient to pay the obligations listed on the ROPS 24-25 on time.

The General Fund is not responsible for these enforceable obligations.

The Ninth Annual ROPS 24-25 must be submitted to the DOF by February 1, 2024. If this deadline is not met, the City is subject to a civil penalty of \$10,000 every day that a SA is past due on submission.

COMMITTEE OUTCOME

As this item comes before the SA on an annual basis and is routine in nature, it did not originate in committee.

Prepared by: Adam Smith, Project Manager

ATTACHMENTS

1. ROPS 24-25 SA Resolution
2. ROPS 24-25 Form

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

RESOLUTION NO. _____

RESOLUTION OF THE OXNARD COMMUNITY DEVELOPMENT
COMMISSION SUCCESSOR AGENCY ADOPTING A NINTH
ANNUAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE
(ROPS 24-25) FOR JULY 1, 2024 – JUNE 30, 2025

WHEREAS, Assembly Bill x1 26 (“AB 26”) and AB x1 27 (“AB 27”) were passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011; and

WHEREAS, among other things, AB 26 amends Sections 33500, 33501, 33607.5 and 33607.7 of the California Health and Safety Code and adds Part 1.8 and Part 1.85 to Division 24 of the California Health and Safety Code; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, subject to all reservations herein stated, the Community Development Commission was dissolved as of February 1, 2012, such that the Community Development Commission shall be deemed a former redevelopment agency under Health and Safety Code section 34173(a); and

WHEREAS, Health and Safety Code section 34173(a) designates successor agencies as successor entities to former redevelopment agencies; and

WHEREAS, on January 10, 2012, by Resolution 14,135, the City Council of the City of Oxnard declared itself as the successor agency upon the dissolution of the Community Development Commission, subject to all reservations stated in such resolution; and

WHEREAS, the California Supreme Court in *California Redevelopment Association v. Matosantos*, Case No. S194861 upheld the constitutionality of ABx1 26 and established May 1, 2012 as the date by which the draft Recognized Obligation Payment Schedule (“ROPS”) must be prepared; and

WHEREAS, California Health and Safety Code Section 34171(h) and 34177(m) provide that a successor agency must prepare a ROPS every six months after the initial ROPS period; and

WHEREAS, on April 24, 2012, the Successor Agency adopted a Draft ROPS; and

WHEREAS, on April 25, 2012, the Oversight Board to the Oxnard Community Development Commission Successor Agency directed Successor Agency Staff to amend the ROPS to incorporate the State Department of Finance’s revised ROPS format; and

WHEREAS, on May 8, 2012, a revised Amended ROPS I was adopted by the Successor Agency and identified enforceable obligations for the period of February 1, 2012, through June

30, 2012; and

WHEREAS, on May 8, 2012, a ROPS II was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2012, through December 31, 2012; and

WHEREAS, on July 22, 2012, a ROPS III was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2013, through June 30, 2013; and

WHEREAS, on February 12, 2013, a ROPS IV (13-14A) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2013, through December 31, 2013; and

WHEREAS, on September 10, 2013, a ROPS V (13-14B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2014, through June 30, 2014; and

WHEREAS, on February 11, 2014, a ROPS VI (14-15A) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2014, through December 31, 2014; and

WHEREAS, on September 9, 2014, a ROPS VII (14-15B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2015, through June 30, 2015; and

WHEREAS, on February 24, 2015, a ROPS VIII (15-16A) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2015, through December 31, 2015; and

WHEREAS, on September 1, 2015, a ROPS IX (15-16B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2016, through June 30, 2016; and

WHEREAS, SB 107 terminates the every six months ROPS timeline as of December 31, 2015, and instead requires annual ROPS reporting starting with the first annual ROPS 16-17 for the period beginning July 1, 2016, and ending June 30, 2017; and

WHEREAS, California Health and Safety Code Section 34177(o) provides that a successor agency must prepare a ROPS every twelve months; and

WHEREAS, on January 19, 2016, the First Annual ROPS (16-17) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2016, through June 30, 2017; and

WHEREAS, on January 24, 2017, the Second Annual ROPS (17-18) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2017, through June 30, 2018; and

WHEREAS, on January 23, 2018, the Third Annual ROPS (18-19) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2018, through June 30, 2019; and

WHEREAS, on September 11, 2018, an amended Third Annual ROPS (18-19B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2019, through June 30, 2019; and

WHEREAS, on January 8, 2019, the Fourth Annual ROPS (19-20) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2019, through June 30, 2020; and

WHEREAS, on January 7, 2020, the Fifth Annual ROPS (20-21) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2020, through June 30, 2021; and

WHEREAS, on September 1, 2020, an amended Fifth Annual ROPS (20-21B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2021, through June 30, 2021; and

WHEREAS, on January 19, 2021, a Sixth Annual ROPS (21-22) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2021, through June 30, 2022; and

WHEREAS, on January 18, 2022, a Seventh Annual ROPS (22-23) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2022, through June 30, 2023; and

WHEREAS, on January 17, 2023, an Eighth Annual ROPS (23-24) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2023, through June 30, 2024; and

WHEREAS, on January 2, 2024, the Successor Agency was presented the proposed Ninth Annual ROPS (24-25), which identifies each enforceable obligation on which payments will be required during the period of July 1, 2024, through June 30, 2025.

NOW, THEREFORE, THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. The Oxnard Community Development Commission Successor Agency hereby finds and determines that the foregoing recitals are true and correct.

Section 2. All legal prerequisites to the adoption of this Resolution have occurred.

Section 3. The attached Proposed ROPS is hereby adopted.

Section 4. Successor Agency staff is hereby authorized to administratively amend the ROPS in order to modify, adjust or remove line items pending the outcome of review by the Oversight Board, the County Auditor-Controller, and/or the California Department of Finance and to format the ROPS to conform with State Department of Finance requirements not yet published, and to take all necessary and appropriate actions to prepare and submit the ROPS, provided, however, that neither such authorization nor such removal shall be deemed to be, nor are they intended as, an acknowledgment of the validity of ABx1 26 and AB 1484 or such action by the Oversight Board, the County Auditor-Controller and/or the California Department of Finance. The Successor Agency reserves all rights to challenge the validity and/or application of any or all provisions of ABx1 26 and AB 1484 in any administrative or judicial proceeding, without prejudice to the Successor Agency's right to list any such removed item on this or a future ROPS. The Successor Agency reserves the right to pursue any and all appeals and any available legal or equitable remedy provided or available by law to obtain the correction of any erroneous decision regarding the ROPS.

Section 5. This Resolution shall take effect immediately upon its adoption.

Section 6. The Successor Agency's Secretary Designate shall certify as to the adoption of this resolution.

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PASSED, APPROVED and ADOPTED this ____ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Chairman

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro, Secretary Designate

Stephen M. Fischer, General Counsel

Recognized Obligation Payment Schedule (ROPS 24-25) - Summary
Filed for the July 1, 2024 through June 30, 2025 Period

Successor Agency: Oxnard

County: Ventura

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	24-25A Total (July - December)	24-25B Total (January - June)	ROPS 24-25 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ 2,675,036	\$ -	\$ 2,675,036
B Bond Proceeds	-	-	-
C Reserve Balance	2,675,036	-	2,675,036
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 2,154,644	\$ 5,373,472	\$ 7,528,116
F RPTTF	2,079,644	5,298,472	7,378,116
G Administrative RPTTF	75,000	75,000	150,000
H Current Period Enforceable Obligations (A+E)	\$ 4,829,680	\$ 5,373,472	\$ 10,203,152

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Oxnard
Recognized Obligation Payment Schedule (ROPS 24-25) - ROPS Detail
July 1, 2024 through June 30, 2025

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 24-25 Total	ROPS 24-25A (Jul - Dec)					24-25A Total	ROPS 24-25B (Jan - Jun)					24-25B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$66,249,450		\$10,203,152	\$-	\$2,675,036	\$-	\$2,079,644	\$75,000	\$4,829,680	\$-	\$-	\$-	\$5,298,472	\$75,000	\$5,373,472
1	CCRP Tax Allocation Refunding Bond 2004	Bonds Issued On or Before 12/31/10	04/13/2004	09/01/2026	Wells Fargo/ Finance	Downtown Infrastructure, Capital Improvement Projects and Façade Program; including debt management costs	CCRP	2,434,538	N	\$2,354,288	-	1,137,170	-	-	-	\$1,137,170	-	-	-	1,217,118	-	\$1,217,118
2	CCRP Assessment District Payment	Property Maintenance	07/01/2006	06/30/2024	Ox. Downtown Mgmt District	Property Based Improvement District Payment	CCRP	-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
10	Project Management	Project Management Costs	01/01/2014	06/30/2025	City Community Development	Property management, project management and inspection	Central City Revitalization Project	5,000	N	\$5,000	-	-	-	5,000	-	\$5,000	-	-	-	-	-	\$-
15	Project Management	Project Management Costs	01/01/2014	06/30/2025	City Community Development	Property management, project management and inspection	Downtown	5,000	N	\$5,000	-	-	-	5,000	-	\$5,000	-	-	-	-	-	\$-
17	HERO Tax Alloc Bond 2006	Bonds Issued On or Before 12/31/10	12/13/2006	09/01/2036	Wells Fargo/ Finance	Street Reconstruction Projects; including debt management costs	HERO	9,238,641	N	\$1,363,489	-	586,627	-	-	-	\$586,627	-	-	-	776,862	-	\$776,862
18	HERO Tax Alloc Bond 2008	Bonds Issued On or Before 12/31/10	06/17/2008	09/01/2038	Wells Fargo/ Finance	RiverPark Parking Structure Infrastructure; including debt management costs	HERO	11,654,143	N	\$1,228,639	-	514,219	-	-	-	\$514,219	-	-	-	714,420	-	\$714,420
24	HERO RiverPark	OPA/DDA/ Construction	05/18/2010	06/30/2036	U.S. Bank, NA	Affordable Housing	HERO	8,787,852	N	\$712,148	-	-	-	356,074	-	\$356,074	-	-	-	356,074	-	\$356,074
40	HERO RiverPark MOU to OPA	OPA/DDA/ Construction	09/26/2010	06/30/2036	U.S. Bank, NA	Infrastructure reimbursement payments per MOU to OPA	HERO	18,895,660	N	\$1,554,340	-	-	-	777,170	-	\$777,170	-	-	-	777,170	-	\$777,170

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 24-25 Total	ROPS 24-25A (Jul - Dec)					24-25A Total	ROPS 24-25B (Jan - Jun)					24-25B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
44	Project Management	Project Management Costs	01/01/2014	06/30/2025	City Employees	Property management, project management and inspection	HERO	5,000	N	\$5,000	-	-	-	5,000	-	\$5,000	-	-	-	-	-	\$-
48	Ormond Beach Tax Alloc Bond 2006	Bonds Issued On or Before 12/31/10	12/13/2006	09/01/2036	Wells Fargo	Street Reconstruction Project	Ormond Beach	3,806,878	N	\$625,679	-	278,114	-	-	-	\$278,114	-	-	-	347,565	-	\$347,565
49	Project Management	Project Management Costs	01/01/2014	06/30/2025	City Employees	Property management, project management and inspection	Ormond Beach	5,000	N	\$5,000	-	-	-	5,000	-	\$5,000	-	-	-	-	-	\$-
50	Southwinds Tax Allocation Bond 2006	Bonds Issued On or Before 12/31/10	12/13/2006	09/01/2036	Wells Fargo	Street Reconstruction Bond	Southwinds	2,174,538	N	\$356,769	-	158,906	-	-	-	\$158,906	-	-	-	197,863	-	\$197,863
51	Project Management	Project Management Costs	01/01/2014	06/30/2025	City Employees	Property management, project management and inspection	Southwinds	5,000	N	\$5,000	-	-	-	5,000	-	\$5,000	-	-	-	-	-	\$-
52	Downtown Lease Guarantee Payment	OPA/DDA/ Construction	11/26/2003	11/26/2030	Oxnard Theater Group	Downtown Theater lease guarantee payment	CCRP/DT	9,072,200	N	\$1,822,800	-	-	-	911,400	-	\$911,400	-	-	-	911,400	-	\$911,400
63	Trustee Services	Fees	01/01/2014	06/30/2025	Wells Fargo Bank	Debt service administration for bond issues	CCRP/ HERO/SW/ Ormond	10,000	N	\$10,000	-	-	-	10,000	-	\$10,000	-	-	-	-	-	\$-
98	Litigation for Future Legal Costs	Legal	01/01/2003	06/30/2025	Kane, Ballmer, and Berkman	Agency Legal Counsel	All	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
101	Disposition of Successor Agency Property	Property Dispositions	01/01/2017	06/30/2025	Kane, Ballmer, and Berkman	Agency Legal Counsel		-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
106	Admin Costs	Admin Costs	07/01/2024	06/30/2025	Oxnard CDC Successor Agency	Admin Costs		150,000	N	\$150,000	-	-	-	-	75,000	\$75,000	-	-	-	-	75,000	\$75,000

Oxnard
Recognized Obligation Payment Schedule (ROPS 24-25) - Report of Cash Balances
July 1, 2021 through June 30, 2022
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
	ROPS 21-22 Cash Balances (07/01/21 - 06/30/22)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	Beginning Available Cash Balance (Actual 07/01/21) RPTTF amount should exclude "A" period distribution amount.	3,271,232		2,544,394	242,547	777,825	
2	Revenue/Income (Actual 06/30/22) RPTTF amount should tie to the ROPS 21-22 total distribution from the County Auditor-Controller	101,353			89,195	6,846,824	
3	Expenditures for ROPS 21-22 Enforceable Obligations (Actual 06/30/22)	3		2,544,394	111,224	4,361,291	
4	Retention of Available Cash Balance (Actual 06/30/22) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	3,372,582			131,322	2,892,361	
5	ROPS 21-22 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 21-22 PPA form submitted to the CAC		No entry required				
6	Ending Actual Available Cash Balance (06/30/22) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$89,196	\$370,997	

Oxnard
Recognized Obligation Payment Schedule (ROPS 24-25) - Notes
July 1, 2024 through June 30, 2025

Item #	Notes/Comments
1	
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CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.3

DATE: January 2, 2024
TO: City Council
FROM: Javier Chagoyen-Lazaro, Chief Financial Officer, (805) 385-5400, javier.chagoyenlazaro@oxnard.org
SUBJECT: First Amendment to External Auditor Agreement A-8223

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the First Amendment to Agreement A-8223 with Eadie + Payne, LLP, to increase the amount by \$20,000, for a total amended not-to-exceed amount over 5 years of \$1,095,100 for FY 2022-23 Annual Comprehensive Financial Reporting (ACFR)/Single-Audit/Ancillary Assistance.

(The Finance and Governance Committee approved 3-0 on December 12, 2023)

BACKGROUND

Following a request for proposals process, in May 2020, the City executed contract A-8223 with the external audit firm Eadie + Payne, LLP (E+P) to conduct the City of Oxnard's annual and single audits for five fiscal years from FY 2019-2020 through FY 2023-2024. The contract agreement amount is \$1,075,100, with a fiscal year not to exceed amount of \$210,600 for FY2019/20 to FY2020/21, \$216,100 for FY2021/22 to FY2022/23 and \$221,700 for FY2023/24.

DISCUSSION

The City went live in October 2022 with the financial module of the Tyler Munis Enterprise Resources Program (ERP), to track all City financial transactions, making FY 2022/23 the first year in which the City is producing financials with the information recorded in the new ERP. During the field work in October 2023, E+P identified additional work needed to gain reasonable assurance on the City's financial statements. Specifically, this additional work included validating the conversion of data from the previous accounting system (HTE), implementing internal and information technology controls, as well as proper mapping of beginning balances from HTE to the new financial ERP.

This first amendment is requesting an additional \$20,000 for audit services for the fiscal year audit ending June 30, 2023, and it is detailed in the table below.

Item No.	Description	Requested Additional Fee
1	Testing of additional IT general controls implemented in Tyler Munis	3,505
2	Understanding the new accounting system	2,445
3	Additional testing of internal controls due to change in accounting system (such as payroll, cash, and contracts)	4,995
4	Testing of transfer of H.T.E. FY2022 ending balances loaded to Munis	1,240

5	Time spent on importing new trial balance, grouping new accounts, and mapping new funds	7,815
	Total	20,000

FY 2022/23 is the fourth year of the City's auditing contract with E+P, of a five year agreement to provide audit services to the City. With the proposed increase of \$20,000 for FY2022/23, the fiscal year not to exceed amount will be changed from \$216,100 to \$236,100 and revising the total of the five-year contract from \$1,075,100 to \$1,095,100.

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 sufficient budget in the Finance operational contract to fund the proposed amendment.

For Finance Use Only: General Fund (Org. 1011602 Obj. 53210)

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on December 12, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Beth Vo, Assistant Chief Financial Officer

ATTACHMENTS

1. First Amendment to Agreement A-8223
2. Eadie + Payne Agreement A-8223

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment (“First Amendment”) to the Agreement for Professional Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this 19th day of December, 2023 by and between the City of Oxnard, a municipal corporation (“City”), and Eadie + Payne, LLP. (“Consultant”). This First Amendment amends the Agreement entered into on May 19, 2020, by City and Consultant.

City and Consultant agree as follows:

1. Section 6 of the Cover Page of the Agreement is amended as follows:
 - a) The figure “\$1,075,100.00” is replaced by the figure “\$1,095,100.00”
2. The “Rates and Costs Exhibit” attached to the Agreement is amended to include the Additional Fees Exhibit. The Additional Fees Exhibit is attached hereto and incorporated herein by this reference into the Agreement.
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

EADIE + PAYNE, LLP

John C. Zaragoza, Mayor

Date

Eden C. Casareno, Partner

Date

Frank Zabaleta, Managing Partner

Date

ATTEST:

Rose Chaparro, City Clerk
(only if Mayor signs)

Date

APPROVED AS TO FORM:

Stephen M. Fischer, City
Attorney (always required)

Date

ADDITIONAL FEES EXHIBIT

Additional fees for audit services for the fiscal year audit ending in June 30, 2023

Item No.	FY 2022/23	
	Description	Requested Additional Fee
1	Testing of additional IT general controls implemented in Tyler Munis	3,505
2	Understanding the new accounting system	2,445
3	Additional testing of internal controls due to change in accounting system <i>(such as payroll, cash, and contracts)</i>	4,995
4	Testing of transfer of H.T.E. FY2022 ending balances loaded to Munis	1,240
5	Time spent on importing new trial balance, grouping new accounts, and mapping new funds	7,815
	Total	20,000

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: May 19th, 2020.
- (2) Consultant: Eadie and Payne
- (3) Services: Professional Audit Services
- (4) Schedule of Services:
 - The period of performance anticipated for this agreement is for financial audits and Single Audits for each of the five fiscal years from FY 2019-20 through FY 2023-24.
- (5) Agreement Ending Date: June 30, 2025.
- (6) Total Agreement Amount: \$1,075,100.00
- (7) City's Project Manager: Kevin Riper Chief Financial Officer
- (8) Consultant's Project Manager: Hong Nguyen Client Service Executive
- (9) Insurance Coverage: INS-B
- (10) Addresses for Notice:

FOR CONSULTANT:

3880 Lemon St. Ste 300
Riverside, CA 92501

FOR CITY:

300 W Third Street.
Oxnard, CA 93030
- (11) Contact Emails:

CONSULTANT'S PROJECT

Hong Nguyen
hnguyen@eadiepaynellp.com

CITY'S PROJECT MANAGER:
MANAGER:

Kevin Riper
kevin.riper@oxnard.org

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



- ☐ Scope of Services Exhibit
- ☐ Rates and Costs Exhibit
- ☐ Insurance Exhibit (INS- B)

Table of Contents

For

Professional Audit Services Agreement

- Pg.1-2 - Cover Page
- Pg.3-9- Terms and Conditions
- Pg.11- Signature Page
- Scope of Service Exhibit
- Rates and Costs Exhibit
- Insurance Exhibit
- Eadie and Paynes Request For Proposal Response

AGREEMENT FOR PROFESSIONAL SERVICES

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

1. Scope of Services. Consultant shall provide to the City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

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

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, the City shall not be responsible for expenses incurred by the Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to the City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

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

8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

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

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

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

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

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement, with the exception of audit workpapers (“Documents and Materials”) shall be the City’s property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered “works made for hire,” and all

Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

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

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

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

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

17. Confidentiality of Information.

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

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

be necessary for Consultant to fulfill its obligations to the City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control, with the exception of information contained in audit workpapers, and certify such destruction to City in a writing signed by an authorized representative.

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

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

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

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

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

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

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

- ☒ Tim Flynn, Mayor
- ☐ Alexander Nguyen, City Manager
- ☐ Dan Willhite, Purchasing Manager
- ☐ Jose Chavez, Purchasing Agent

ATTEST:

Michelle Ascension, City
Clerk (only if Mayor signs)

Eadie and Payne

_____	Date
Name, Title	
<u>Tim Flynn</u>	<u>5/19/20</u> Date
_____	Date
_____	Date
_____	Date

Michelle Ascension Date 5/19/20
_____ Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

[Signature] Date 5/18/2020

SCOPE OF SERVICES EXHIBIT

- Please refer to Eadie and Payne response to the RFP for a detailed description of the scope of services attached in **Tab D of Eadie and Paynes Request for Proposal Response.**

RATES AND COSTS EXHIBIT

Hourly rate detailed by partner, senior manager, manager, field supervisor and other staff.

SERVICE PROPOSAL

Title	Per hour Cost	Title	Per hour Cost
Partner	\$ 280	Supervisor	\$ 175
Director	\$ 250	Senior	\$150
Manager	\$ 200	Staff	\$ 125

City Audit and Related Reports	2019/20	2020/21	2021/22	2022/23	2023/24
State Controller Reports: 1) Cities Financial Transactions Report 2) Special Districts Financial Transactions Report City of Oxnard Financing Authority 3) Annual Street Report	\$11,700	\$11,700	\$12,100	\$12,100	\$12,500
Single Audit Report	\$16,800	\$16,800	\$17,300	\$17,300	\$17,800
CAFR audit	\$157,500	\$157,500	\$161,300	\$161,300	\$165,200
CAFR preparation	\$19,600	\$19,600	\$20,200	\$20,200	\$20,800
Measure O Report	\$5,000	\$5,000	\$5,200	\$5,200	\$5,400
Total for Fiscal Year (not-to-exceed)	\$210,600	\$210,600	\$216,100	\$216,100	\$221,700

INSURANCE EXHIBIT

Exhibit INS-B

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITHOUT ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No.
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled 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. Consultant 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 Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B 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 contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notes 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-B.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 ALERT, TALENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE PERILS AND COVERAGE BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF EACH POLICY. 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 (S) COMMERCIAL GENERAL LIABILITY (S) ULA/MEMADE/SUE/OCCEA (S) OWNER'S & CONTRACTORS PAID				GENERAL AGGREGATE \$1,000,000 PRODUCTS-COMMOD AGG \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 FALSI DOC CURRENT \$1,000,000 THE DAMAGE (Any one fire) \$ W.D. LAPSSE (Any one person) \$
A	AUTOMOBILE LIABILITY (S) ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS LEASED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BIODLY INJURY \$ (Per person) BIODLY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				LIABILITY CURRENT \$ ACCIDENT \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS LIABILITY CURRENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

DESCRIPTION OF OPERATIONS LOCATIONS VEHICLES AND OTHERS AFFECTED ITEMS

CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 - OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE FIRST, THE ISSUING COMPANY WILL BE RESPONSIBLE FOR MAILING A DAY'S WRITTEN NOTICE TO THE CERTIFICATE HOLDER. NAME TO THE LEFT OF THE POLICY NUMBER. EACH POLICY IS A SEPARATE POLICY AND THE COVERAGE OF ANY ONE POLICY DOES NOT AFFECT THE COVERAGE OF ANY OTHER POLICY. AUTHORIZED REPRESENTATIVE
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SUBMIT IN DUPLICATE				
GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")			ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone:	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE Included in Limits In Addition to Limits Deductible Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. Per Occurrence Per Claim (which)			
NAMED INSURED	APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here in which case only the following specific agreements and permits with the City are covered:			
TYPE OF INSURANCE	CITY AGREEMENTS/PERMITS			
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY COMPREHENSIVE GENERAL LIABILITY OWNERS & CONTRACTORS PROTECTIVE		OTHER PROVISIONS		
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$ EACH OCCURRENCE AGGREGATE		
GENERAL PRODUCTS/COMPLETED OPERATIONS PERSONAL & ADVERTISING INJURY FIRE DAMAGE		Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: Address: Telephone: ()		

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
 2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
 3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
 4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
 5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
 6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.
- Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

Broker/Agent

Underwriter

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

Signature

(original signature required)

Telephone: ()

Date Signed

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone:	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE Included in Limits In Addition to Limits Deductible Self-Insured Retention (check which) of \$ with an Aggregate of \$ applies to coverage. Per Occurrence Per Claim (which)		
NAMED INSURED 	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		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: Address: Telephone: { }	
\$ per accident, for bodily injury and property damage.			

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).
 Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

Broker/Agent Underwriter

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

Signature

(original signature required)

Telephone: ()

Date Signed

Eadie and Paynes Request for Proposal Response



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

DATE: January 2, 2024

TO: City Council

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

SUBJECT: Agreement 32400249 with Amrep Manufacturing Company, LLC for Maintenance, Inspection and Repair of Amrep Refuse Collection Vehicles.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with Amrep Manufacturing Company, LLC for a one-year term with the option to extend for four consecutive one-year periods for a maximum contract term of five years, and a total contract not-to-exceed amount over the entire possible contract term of \$750,000 for the maintenance, inspection and repair of the City's Amrep waste collection fleet on an on-call/as-needed basis.

(Public Works and Transportation Committee approved 3-0 on December 12, 2023)

BACKGROUND

The Fleet Services Division (Division) of the Public Works Department performs maintenance and repairs on the City's 55 Amrep waste collection fleet. Although the Division performs the majority of the maintenance on these vehicles, it requires a vendor to provide as-needed repairs and overflow maintenance to minimize downtime and keep the collection operations functioning at capacity.

The City's waste collection fleet is composed of approximately 85% Amrep refuse trucks. Amrep is the OEM manufacturer of various types of refuse bodies. They design and manufacture the majority of the component parts that are used throughout the manufacturing and assembly of the body. As the manufacturer, they are the sole source provider of OEM parts, service and support. They do not offer OEM parts for sale through any dealers in California; therefore, any major rebuilds or warranties must be performed by Amrep.

DISCUSSION

Amrep Manufacturing Company, LLC is the sole provider of maintenance and repairs of Amrep refuse trucks. City Purchasing Policy allows for the City to enter into agreements with vendors without competitive bidding when there is only a sole source available to provide the required products and/or services. Having access to the manufacturer's repair shop and OEM parts ensures maintenance can be performed in an efficient manner and warranty services can be obtained.

The Environmental Resources refuse collection operations are six days a week. These vehicles are extremely complex with several mechanical, electrical, and hydraulic systems. They are in use the entirety of the day sustaining constant repetitive use of the collection mechanisms. In order to keep them in reliable condition, maintenance service must be completed as scheduled with minimal downtime. At times, Amrep will perform maintenance and repairs under the direction of the Division to keep these vehicles in service and operating efficiently. The Division has been using Amrep for over 20 years.

Amrep Manufacturing Company, LLC is located in Ontario, CA and 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 the vendor is capable of satisfactorily completing the services in this Agreement. Thus, staff recommends that the City Council award this Agreement to Amrep Manufacturing Company, LLC.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this agreement with Amrep Manufacturing Company, LLC shall not exceed \$750,000 through December 31, 2028, if extended. Funding will begin in Fiscal Year 2023-24 and there are sufficient funds in the Fleet Services Fund (741) in the City Council approved FY 2023-24 Operating Budget. Subsequent fiscal year funding will be requested in the annual budget process. The estimated spending plan per year is as follows:

Estimated Spending Plan for Amrep Manufacturing Company, LLC							
Account Number	FY 2023-24 6 months	FY 2024-25 12 months	FY 2025-26 12 months	FY 2026-27 12 months	FY 2027-28 12 months	FY 2028-29 6 months	TOTAL
7413750-55030	\$25,000	\$50,000	\$50,000	\$50,000	\$50,000	\$25,000	\$250,000
7413750-52110	\$50,000	\$100,000	\$100,000	\$100,000	\$100,000	\$50,000	\$500,000
TOTAL	\$75,000	\$150,000	\$150,000	\$150,000	\$150,000	\$75,000	\$750,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on December 12, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jose Arreola, Fleet Services Manager

ATTACHMENTS

1. Agreement 32400249

**TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND
AMREP MANUFACTURING COMPANY, LLC**

By This Trade Services Agreement (“Agreement”), the CITY of Oxnard (“CITY”) agrees to engage the services of Amrep Manufacturing Company, LLC (“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 mechanical and electrical repairs. Body repair and painting to Amrep refuse bodies for warranty claims and/or repairs to City equipment fleet on an as needed basis.

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

Amrep Manufacturing Company, LLC (“SERVICE PROVIDER”), a LLC in the State of California, located at 1555 S. Cucamonga Ave. Ontario, California 91761

3. TERM OF AGREEMENT: From: January 3, 2024 To: December 31, 2024

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (4) four consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Trade Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

3.3 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: \$750,000.

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-V
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: Jose Arreola	Name: Kevin Pilon
Title: Fleet Services Manager	Title: VP, Operations
Phone: 805-385-8011	Phone: 909-923-0430
Email: jose.arreola@oxnard.org	Email: kpilon@wastequip.com
Mailing Address (if differs from above):	Mailing Address (if differs from above):
1060 Pacific Ave. Bldg. 2	
Oxnard, California 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

AMREP MANUFACTURING COMPANY, LLC

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

Eric Mattson, President _____ Date _____

Zakary Thumbi, VP Finance³ _____ Date _____

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

³ The City requires the following for any contract:

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

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

EXHIBIT A

TRADE SERVICE AGREEMENT (CITY of Oxnard and Amrep Manufacturing Company, LLC)

SCOPE OF SERVICES

CITY PROJECT MANAGER FOR THIS AGREEMENT: Jose Arreola / 805-385-8011 / jose.arreola@oxnard.org

SERVICE PROVIDER shall provide parts, mechanical and electrical repairs, body repair and painting, to Amrep Refuse bodies for warranty claims and/or repairs to the City of Oxnard equipment fleet on an as needed basis. The work shall be performed at the proposer's shop unless otherwise agreed to in writing by the City of Oxnard.

Mechanical Inspections, Maintenance and Repair:

SERVICE PROVIDER must be able to provide the appropriate staffing resources, tools, parts, materials, supplies, and diagnostic equipment to perform maintenance, repair, inspections, and other services as needed.

Maintenance:

Includes but is not limited to: fluid and filter replacements, and service to common mechanical and electrical systems. The activities are typically in accordance with the original equipment manufacturers recommended services.

Mechanical Repair: Includes but not limited to electrical systems, hydraulic system and includes replacement of defective or failed parts, and modifications to equipment.

Body Repair and Painting:

SERVICE PROVIDER shall provide body repair and painting services for the City's Amrep Refuse bodies, to include but not be limited to general body repair, dent repair, component replacement for exterior/interior body components, collision damage repair, painting all or portions of equipment bodies, and other repair services. Bent parts are to be straightened and reinforced or replaced if necessary. In the event that vehicle decals are damaged, the proposer will install new decals to the repaired vehicle. Decal removal and installation are to be included in the repair estimate.

SERVICE PROVIDER shop will meet the following minimum requirements:

- a) Be able to perform complete mechanical and body repairs, as well as paint equipment.
- b) Maintain a paint booth that is in legal compliance with all applicable laws.
- c) Maintain a secure storage area for all City of Oxnard owned vehicles.
- d) Possess a MIG and TIG welder or other electric spot welding equipment for body welding including aluminum body repairs. The proposer shall ensure that the vehicle computer systems are disconnected from the vehicle before any welding is done. The proposer is to replace, at his/her expense, any vehicle on board computers damaged by not disconnecting the computers before any welding operations.

Estimate Process Requirements:

SERVICE PROVIDER will provide estimates for mechanical, body repair and painting on an as needed basis as requested by the City of Oxnard. Estimates will include:

- a) Make, model and mileage of vehicle,
License plate number, VIN number and City of Oxnard unit number
- b) Itemized list of description of work to be performed
- c) Estimated number of labor hours of task
- d) Itemized list of parts and paint materials costs
- e) All incidentals or miscellaneous shop supplies and charges shall be included and priced accordingly
- f) Total repair estimate is to include sales tax
- g) Approximate schedule to complete the repairs after receiving a notice to proceed
- h) If applicable, any recommendations for future repairs
- i) All estimates shall be from an applicable industry standard Collision and Estimating Reference Guide used by insurance appraisers. Proposers shall provide the name and version of the guide or software used

Prior to any repair, the SERVICE PROVIDER and City of Oxnard Fleet Service Writer or Fleet Supervisor will review the estimate and confirm that the estimate includes an accurate description of the vehicle condition. All repair estimates must be approved by the City of Oxnard in writing in advance of work being performed. Repair work will not start until a notice to proceed is received. Vendor shall assume full liability and responsibility for all equipment and contents (including radios, aftermarket lighting and other standard or installed equipment) placed in its custody by the City of Oxnard under this contract.

Parts:

All parts used to provide repairs will be new or remanufactured Certified Original Equipment Manufacturer (OEM). Any and all incidental charges shall be included in the vendors hourly rate. Vendor shall furnish new unused O.E.M., remanufactured O.E.M., vehicle body parts, materials and labor as required in accordance with the provisions and

specifications contained herein. If OEM parts are not available or obsolete, notification to the City of Oxnard is required for approval.

Major Repairs:

If metal body or plastic components are damaged beyond repair, the damaged area will be cut out and replaced with new metal or plastic that is equal to or greater than the original thickness of the component.

Painting Process Requirements:

The paint process will consist of the following in the order listed, utilizing the latest state-of-the-art painting and paint matching systems, mixing tools, California compliant water based or solvent based paints and clear coats and spraying tools:

- Primer
- Base Coat
- Clear Coat

Warranty:

All parts and supplies provided shall be warranted for a minimum period of twelve (12) months or twelve thousand (12,000) miles, or for any manufacturer warranty period, whichever is greater. Warranted parts shall be replaced with new parts. All warranty information will be made available to the City of Oxnard. Unsatisfactory repairs include, but are not limited to, paint swirls, fish eye blemishes, mismatched paint color, buffer burns, as well as any other material defects and/or material imperfections in body work or paint finish.

EXHIBIT B

TRADE SERVICE AGREEMENT
(CITY of Oxnard and Amrep Manufacturing Company, LLC)

SCHEDULE OF COMPENSATION

PARTS	LABOR
Parts will be charged at standard pricing	\$155.00 per hour

EXHIBIT C

TRADE SERVICES AGREEMENT (CITY of Oxnard and Amrep Manufacturing Company, LLC)

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-V

INSURANCE REQUIREMENTS FOR VENDORS/CONTRACTORS (WHO REPAIR, INSTALL OR MAINTAIN VEHICLES AND EQUIPMENTS IN VENDORS/CONTRACTORS CARE, CUSTODY AND CONTROL)

City of Oxnard's Fleet Services Department cannot process any transactions until the following insurance documents have been submitted.

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

a. Commercial General Liability Insurance, including Contractual Liability in an amount not less than \$1,000,000 Occurrence/\$2,000,000 Aggregate for bodily injury and property damage for each claimant for General Liability with coverage equivalent to Insurance Services Office Garage Insurance Coverage form. Contractor is required to provide Additional Insured Endorsement naming City of Oxnard as additional insured.

b. Business Automobile Liability Insurance in an amount of \$1,000,000 combined single limit for bodily injury and property damage which may arise from or in connection with the performance of services hereunder by Vendor/Contractor, its agents, representatives, employees or subcontractors. Contractor is required to provide Additional Insured Endorsement naming City of Oxnard as additional insured.

c. When City vehicles are in the care, custody and control of the Contractor, Garagekeepers Legal Liability in an amount not less than \$1,000,000 per claimant must be provided.

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

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

2. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better. Contractor is responsible to provide immediate notification to Risk Manager in the event coverage is suspended, voided, canceled or reduced in coverage.

3. Contractor agrees that the Commercial General Liability Insurance and Garagekeepers Legal 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. **Required forms for Commercial General Liability Insurance and Garagekeepers Legal Liability Endorsements are ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037, or equivalent.**

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

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

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

11/23

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-V.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER **A** SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER **B**

COVERAGES

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
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

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO. _____	ISSUE DATE (MM/DD/YY) _____
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____		
NAMED INSURED 	APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: _____ CITY AGREEMENTS/PERMITS _____		
TYPE OF INSURANCE GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS	
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____	LIABILITY LIMITS IN THOUSANDS \$ EACH OCCURRENCE	AGGREGATE	CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ _____ Telephone: (____) _____
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG 0001.			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 46250-4299 US		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ Telephone: (____) _____ Date Signed _____	

[illegible]

EXHIBIT D

TRADE SERVICES AGREEMENT (CITY of Oxnard and Amrep Manufacturing Company, LLC)

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 Amrep Manufacturing Company, LLC)

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.5

DATE: January 2, 2024

TO: City Council

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

SUBJECT: First Amendment to Trade Services Agreement A-8263 with UniFirst Corporation for Multi Divisional Uniform Rental, Purchase, and Laundry Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a First Amendment to an Agreement with UniFirst Corporation for uniform rental, purchase, and laundry services for multi-divisions; extending the term for nine months from January 31, 2024 to October 31, 2024 and increasing the contract total by \$100,000 for a new contract total not to exceed \$770,000.

(Public Works and Transportation Committee approved 3-0 on December 12, 2023)

BACKGROUND

The Public Works Department supplies uniforms for employees in the Environmental Resources, Water, Wastewater, Streets, Parks, Facilities, Fleet, and Special Districts Divisions. Approximately 345 Public Works employees have been designated as “uniformed” employees, meaning that those individuals are required to wear uniforms as a condition of their employment. These employees receive work pants and work shirts specific to the type of work being performed. Many of the activities performed by these individuals are such that the uniforms should be laundered by a commercial laundry service rather than by the individual employee. Uniformed employees are exposed to heavy oils, solvents, chemicals, and corrosive materials while performing their daily tasks. Furthermore, providing respective City staff with uniforms aligns with the Memorandum of Understanding (MOU) between the International Union of Operating Engineers (IUOE) as well as the Service Employees International Union (SEIU) labor groups. The MOUs with both labor groups state:

“City shall provide uniforms, or portions of uniform costs, or uniform service, to each Unit employee required to be “uniformed.” Unit employees designated as “uniformed” are those required to wear uniforms and/or safety shoes as a condition of employment. In addition, City will provide legally required safety equipment, and pay the cost for repairing uniforms damaged in the course and scope of employment without negligence by such employee.”

On January 5, 2021, the City Council approved Agreement Number A-8263 for \$670,000 with UniFirst Corporation (UniFirst) for citywide uniform rental, purchase, and laundry services from February 2, 2021 to January 31, 2024.

DISCUSSION

Uniforms provide a level of protection for applicable employees as it relates to personal protective equipment (PPE) for certain day to day activities. Also, the wearing of uniforms identifying employees as City workers and provides a reassurance of affiliation to the City for the public that City workers may encounter during routine business (e.g., water service repairs).

In anticipation of the expiration of Agreement A-8263 in February 2024, on September 18, 2023, the City’s Purchasing

Division conducted a formal solicitation for uniform rental, purchase, and laundry service (Solicitation Number PW 24-08). Information regarding the solicitation was posted on the City’s website, in addition to www.publicpurchase.com, a website where solicitations are publicly posted. The City received no solicitation responses prior to the deadline of October 18, 2023. The approval of a First Amendment will allow time for staff to issue a new solicitation for bids or requests for proposals.

At the close of the solicitation period, the Purchasing Department reached out to several known potential bidders, including UniFirst, Mission Linen, Prudential, and Cintas, to inquire if there were any specific reasons why their company did not submit a proposal for the solicitation. The prospective bidders cited poor timing for their company, or change in staffing that resulted in a lack of a response from their company. All bidders expressed interest in submitting a proposal if the City were to release a new solicitation.

Staff negotiated with UniFirst to extend the current agreement by nine months with no increase to current rental rates to allow staff time to issue a new solicitation to be brought to the City Council by early fall of 2024.

This Agreement includes uniform purchases as well as rental and laundry services of shop towels and rags. Additionally, the Fire Department will utilize this contract to provide mats at each fire station and the fire administration building.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost of this Amendment with UniFirst shall not exceed \$100,000 with a new total contract value of \$770,000 through October 31, 2024. There are sufficient funds in the various funds, shown below, within the City Council approved FY 2023-24 Operating Budget. Subsequent fiscal year funding will be requested in the annual budget process.

Department	Account	FY 2024 (5 months)	FY 2025 (4 months)	Total
General Fund-Street Maintenance	1013401-52300	\$2,275	\$1,795	\$4,070
General Fund-Parks & Public Grounds	1013301-53200	\$2,275	\$1,795	\$4,070
General Fund-Trees & Medians	1013302-52300	\$60	\$50	\$110
Special Districts Fund	200003801-52300	\$275	\$190	\$465
Water Operations Fund	6013600-52300	\$3,185	\$2,565	\$5,750
Wastewater Fund- Collections - Source Control	6113612-53200	\$910	\$770	\$1,680
Wastewater Fund- Collections - Enterprise	6113613-53200	\$1,665	\$1,285	\$2,950
Wastewater Fund- Treatment Enterprise	6113614-53200	\$3,790	\$2,990	\$6,780
Wastewater Fund- Treatment System Maint- Enterprise	6113615-53200	\$5,000	\$4,020	\$9,020

Environmental Resources Fund	6313630-53200	\$23,425	\$18,300	\$41,725
Facilities Maintenance fund	7353740-52600	\$125	\$940	\$1,065
Fleet Services Fund	7413750-53200	\$5,150	\$4,070	\$9,220
General Fund-Fire Department	1012501-52400	\$1,365	\$1,115	\$2,480
As-needed	Various	\$6,000	\$4,615	\$10,615
TOTAL		\$55,500	\$44,500	\$100,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on December 12, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Steve Howlett, Assistant Public Works Director, Jan Hauser, Wastewater Division Manager, Omar Castro, Water Division Manager, Eric Zetz, Division Manager, Jose Arreola, Fleet Services Manager, Philip Schwieder, Streets Division Manager, Eric Storrie, Special Districts Manager

ATTACHMENTS

1. A-8263 1st Amendment
2. UniFirst - A-8263 Original Agreement

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment (“First Amendment”) to the Trade Services Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2024, by and between the City of Oxnard, a municipal corporation (“City”), and Unifirst Corporation (“Vendor”). This Trade Services Amendment amends the Agreement entered into on February 1, 2021, by City and Vendor.

City and Vendor agree as follows:

1. The date in Section 5 of the Cover Page of the Agreement is hereby amended to “October 31, 2024.”
2. The amount in Section 6 of the Cover Page of the Agreement is hereby amended to \$770,000.
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

UNIFIRST CORPORATION

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

Steven Sintros, CEO Date

ATTEST:

David Difillipo,³ Date
Executive Vice President

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must execute any agreement over \$200,000.
² The Purchasing Agent may execute any authorized agreement up to \$200,000.
³ The City requires the following for any contract:
● For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
● For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
● For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.
If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: 2-1-21
- (2) Vendor: UniFirst Corporation
- (3) Services: Uniform Rental, Purchase and Laundry Services
- (4) Schedule of Services: The services must be completed within 1,095 calendar days of the Agreement Start Date listed above
- (5) Agreement Ending Date: January 31, 2024
- (6) Total Agreement Amount: \$670,000
- (7) City's Project Manager: Brian Yanez, Assistant Public Works Director
- (8) Vendor's Project Manager: Victor Sosa, District Service Manager
- (9) Insurance Coverage: INS-I
- (10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.

☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.

☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.

☒ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

- (11) Addresses for Notice:

FOR VENDOR:

10244 Norris Avenue
Pacoima, CA 91331

Attn: Victor Sosa, District Service Manager

FOR CITY:

305 West Third Street, East Wing, Third Floor
Oxnard, CA 93030

Attn: Brian Yanez, Assistant Public Works Director

- (12) Contact Emails:

VENDOR'S PROJECT MANAGER:

victor_sosa@unifirst.com

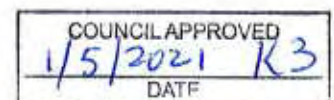
CITY'S PROJECT MANAGER:

brian.yanez@oxnard.org

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

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☐ Schedule of Services Exhibit

- ☐ Living Wage Policy Exhibit
- ☐ Prevailing Wages Exhibit
- ☒ Insurance Exhibit (INS-I)



AGREEMENT FOR TRADE SERVICES

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

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.
4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.
6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.
7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.
8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

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

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

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

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

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

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

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

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

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

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

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

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

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

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

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

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

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

18. Confidentiality of Information.

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

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

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

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

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

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

f. This Section 18 shall survive the termination of this Agreement.

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

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.30 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

d. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

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

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's

conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

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

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

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

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

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

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

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

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

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

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

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

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

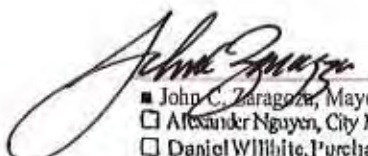
41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

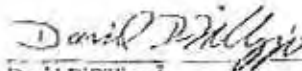
[Signatures on next page]

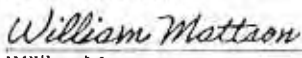
IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

UNIFIRST CORPORATION

 1-5-20
☒ John C. Zaragoza, Mayor Date
☐ Alexander Nguyen, City Manager
☐ Daniel White, Purchasing Manager
☐ Buyer

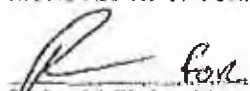
 12-8-2020
 David DiPillipo, Date
 Senior Vice President

 12/8/2020
 William Matson, Date
 Regional Vice President

ATTEST:

 1/6/2021
 Rose Chaparro, City Clerk Date
 (only if Mayor signs)

APPROVED AS TO FORM:

 for 12-1-20
 Stephen M. Fischer, City Date
 Attorney (always required)

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

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
 - For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
 - For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.
- If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SCOPE OF SERVICES EXHIBIT

Any requests by the City for additional uniform items, replacement items, change in size, etc. needs to be made to Vendor by the Supervisor or Manager of each Division. Individual employees may not make any uniform requests directly to Vendor; the City will not pay for these charges.

Vendor shall provide uniforms for City staff and any and all staff providing temporary or supplemental labor services on behalf of the City.

RENTAL, PURCHASE AND LAUNDRY

At initiation of the contract, all uniform items are to be supplied new and unused.

Uniform rentals, purchases and laundry service items are provided to locations/divisions as follows:

ADVANCED WATER PURIFICATION FACILITY: 5700 S. PERKINS RD., OXNARD, CA 93033

Technical Services

WASTEWATER: 6001 S. PERKINS RD., OXNARD, CA 93033

Collection System Maintenance

Treatment System Maintenance

Treatment Operations

Laboratory Services

WATER CAMPUS: 251 S. HAYES AVE., OXNARD, CA 93030

Distribution

Meter Shop

Treatment

GENERAL SERVICES DIVISION: 1060 PACIFIC AVE., OXNARD, CA 93030

Facility Maintenance

Custodial Services

Graffiti Action Program

STREETS DIVISION: 1060 PACIFIC AVE., OXNARD, CA 93030

Traffic Signals

FLEET SERVICES: 2 LOCATIONS FOR DELIVERIES: 1060 PACIFIC AVE., OXNARD, CA 93030 AND 111 S. DEL NORTE BLVD., OXNARD, CA 93030

PARKS DIVISION: 1060 PACIFIC AVE., OXNARD, CA 93030

ENVIRONMENTAL RESOURCES: 111 S. DEL NORTE BLVD., OXNARD, CA 93030

SURVEY DEPARTMENT: 305 W 3RD ST., EAST WING, 2ND FL, OXNARD, CA 93030

FIRE ADMINISTRATION OFFICE: 360 W. 2ND ST., OXNARD CA, 93030

FIRE STATION 1: 491 S. K ST., OXNARD CA, 93030

FIRE STATION 2: 531 E. PLEASANT VALLEY RD., OXNARD CA, 93033

FIRE STATION 3: 150 HILL ST., OXNARD CA, 93033

FIRE STATION 4: 230 W. VINEYARD AVE., OXNARD CA, 93036

FIRE STATION 5: 1450 COLONIA RD., OXNARD CA, 93030

FIRE STATION 6: 2601 PENINSULA RD., OXNARD CA, 93035

FIRE STATION 7: 3300 TURNOUT PARK CIRCLE, OXNARD CA, 93036

FIRE STATION 8: 3000 S. ROSE AVE., OXNARD CA, 930303

LAUNDER

Vendor shall launder rented or purchased garments.

Uniforms shall be delivered on hangers, pressed, wrinkle free and ready to wear. Any uniform delivered otherwise will be rejected and no rental or laundering fee paid. Vendor shall replace garments not properly washed or ironed within two (2) working days.

Division supervisors may order additional new uniforms throughout the term of the contract, in which case these provisions shall apply.

MEASUREMENTS OF INDIVIDUALS

At the start of the contract, Vendor shall take employee measurements on-site at each location. Vendor shall work with the Division Supervisor to coordinate dates and times for measurements. Alterations may be required for certain individuals and Vendor shall supply cost associated with each uniform alteration.

Additionally, Vendor shall be responsible for individual measurements and resultant fit of the uniforms. Vendor should allow for shrinkage on rental garments of about three (3) to five (5) inches. Also, an employee shall be able, at no additional charge to the City, to switch sizes if his/her shirt or pant size increases or decreases.

Vendor shall maintain a record of the size of each uniform item for each employee that has been issued a uniform. Vendor shall add or delete items and quantities, as required, to meet the City's needs.

INVENTORY TRACKING

Vendor shall issue new rental uniforms to employees at the beginning of the contract period as specified. The inventory per person per week will be determined by the City and is subject to change to meet changing requirements of the City operations. Thereafter, Vendor shall maintain sufficient stock to provide complete new uniform sets within one (1) to two (2) weeks for newly hired employees. The City reserves the right to add and remove employees at the per uniform item costs listed in the Request for Proposal Bid Document.

Vendor shall track inventory of City-owned garments submitted for laundry, repair or replacement.

PICK UP/DELIVERY

Vendor is responsible for pick-up and delivery of all uniform items (rental and City-owned). Vendor shall pick up soiled garments once a week from each unit location and deliver on hangers to the same location within one (1) week. Vendor shall pickup and deliver uniforms once per week for fifty-two (52) weeks per year. Delivery of uniforms shall be complete unless otherwise noted.

Vendor shall complete an itemized list of the rental or City-owned uniform items and quantity being picked up for laundering. Vendor shall submit a copy of the itemized list to the unit for reconciliation when the clean garments are returned. Vendor shall remain at the delivery site while the garments are checked in. Vendor shall correct any discrepancy (missing items, damaged items, garments not properly washed, etc.) within two (2) days and issue a revised itemized list of reconciliation.

DAMAGED/REPAIR ITEMS

All uniform items supplied will be in good condition and will be maintained and repaired as needed. Uniform items must be clean and free of holes, rips and/or tears. New garments will be supplied when uniforms are beyond reasonable repair, at no additional fee to the City.

The City recognizes its financial obligation for any uniform items that are ruined by actions of the employee or those items that have lasted the life of the uniform item. The life of the uniform, or "wear and tear" period, shall be determined by the Vendor and requires written approval by the City. Such obligations will be negotiated between Vendor and the City to a mutually acceptable and fair arrangement consistent with the request for proposal bid documents.

LOST/MISSING ITEMS

New garments will be supplied if uniform items are lost by the Vendor, at no additional fee to the City. The City recognizes its financial obligation for any uniform items that are lost by the employee. Such obligations will be negotiated between Vendor and the City to a mutually acceptable and fair arrangement consistent with the request for proposal bid documents.

UNIFORM PROVISIONS

The City will not allow miscellaneous charges to the quoted weekly uniform price including, but not limited to:

- a) Route bag charges
- b) Make-up charges
- c) Name emblems
- d) Shipping and handling charges
- e) Large and/or tall sizes

Vendor shall have a laundering charge separate from the rental charge. The City will only pay to launder items that are submitted for cleaning each week.

Vendor shall mark or label each rental item of clothing clearly, but inconspicuously, to permit employee (user) identification. Patching and threading on rental garments must be of the same material as the rental garment.

Vendor shall provide name labels as directed by Divisions and City logos for each shirt, jacket, coverall, lab coat, safety vest and rain suit and any other product as requested by Division and include any charge as part of the proposal price. There will be no additional charge to the City for the labels and logos. Logos and labels can be embroidered, or ironed on. The locations will vary slightly depending on the uniform item and will be specified by the Division Manager. Prior to beginning the contract, the City and successful Vendor will meet to agree upon the exact placement, colors, materials, etc. of the logos and name labels. The successful Vendor will provide samples of all finished products for approval by City staff before production and initial issue.

Also, City logos, provided by Vendor, shall be placed on every cap and knit cap. The City logo will be placed in the center of the front of each cap and knit cap.

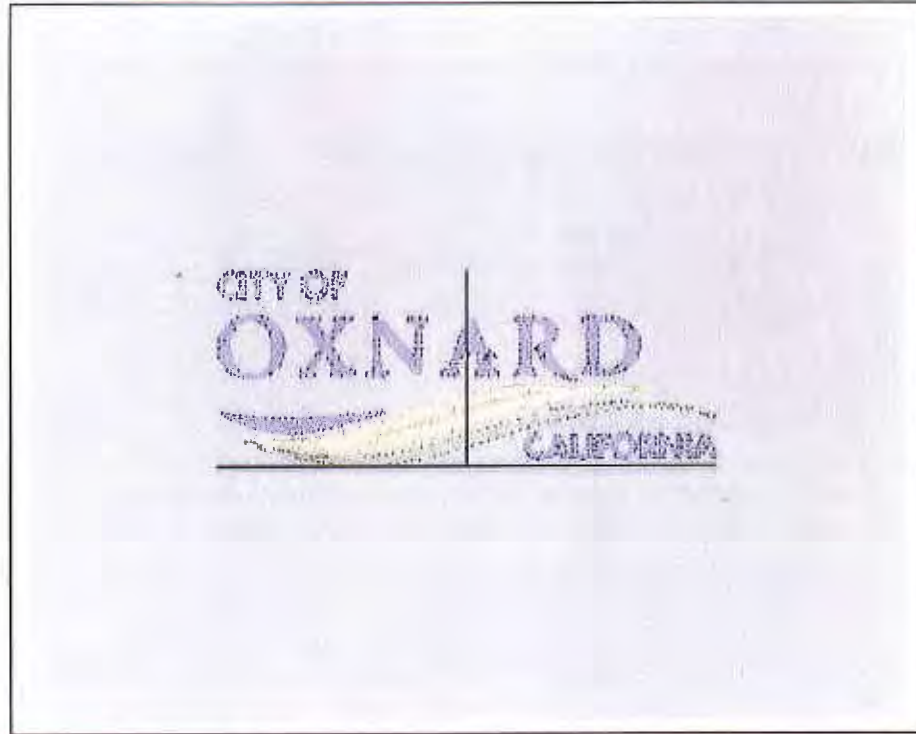
Embroidery must meet the standards of the City's logo requirements.

Vendor shall guarantee that, during the term of the contract, all new employee uniform items and replacement items for existing employees will be delivered within one (1) to two (2) weeks of the order.

UNIFORM CITY LOGO DIMENSIONS

Left Chest Embroidery:

%CoName%		
Date : 12/09/12	Name : 1253854	Scale : 1.000 : 1.0
Stitches : 4695	Ref : 0000020e-20120802-044933	Width : 101.52
Customer : Unspecified		Height : 39.00



Threads Used	Colour Sequence
(1) 1767 Dollar Blue	1
(2) 1771 Mustard	2
(3) 1701 Green	3
	1

Description / Special Instructions : ORANGE KNIT

Beanie Embroidery:

%ColName%		
Date : 03/12/12	Name : 1257324	Scale : 1.000 : 1.0
Stitches : 3581	Ref : 0000020e-20120802-044933	Width : 101.2 mm
Customer : Unspecified		Height : 30.6 mm

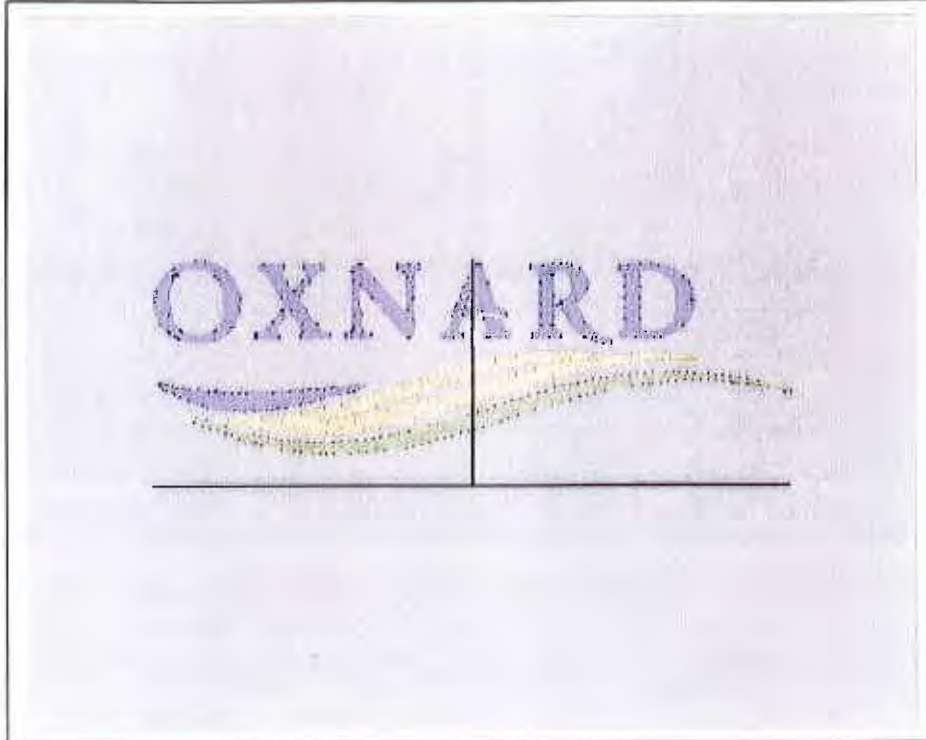


Threads Used	Colour Sequence
■ (1) 1771 Mustard	1 ■
■ (2) 1701 Green	2 ■
■ (3) 1767 Dollar Blue	3 ■

Description / Special Instructions :
KNIT HAT FRONT (BLACK)

Hat Embroidery:

%CoName%		
Date : 03/12/12	Name : 1257325	Scale : 1.000 : 1.0
Stitches : 4736	Ref : 0000030e-20120802-044933	Width : 126.9 mm
Customer : Unspecified		Height : 44.5 mm



Threads Used	Colour Sequence
(1) 1771 Mustard	1
(2) 1701 Green	2
(3) 1767 Dollar Blue	3

Description / Special Instructions :

HAT FRONT (BLACK)

MISCELLANEOUS ITEMS PROVISIONS

The City will not pay any soiled "minimum guarantee" quantities for mats, terry towels or bath towels. The City will only pay for the actual quantity of soiled items exchanged.

The quantity of work to be performed and materials to be furnished are approximations only, being provided as a basis for the comparison of bids. The City does not guarantee that the actual amounts required will correspond with those shown. The City may increase or decrease the amount of any item or portion of work to be performed or materials to be furnished, or the City may omit any such item or portion.

The City recognizes its financial obligation for any miscellaneous items that are lost by the City. Such obligations will be negotiated between Vendor and the City to a mutually acceptable and fair arrangement consistent with the Request for Bid Documents.

BILLING AND CREDITS

Vendor shall submit invoices weekly and separated by each division location. The invoice shall include the division location, account number, names of employees, employee unit name, the number and type of garments rented and laundered or the number and type of City-owned items laundered and all associated costs.

RATES AND COSTS EXHIBIT

Item No.	1	2
Item	Long Polyblend Work Pants	Long Denim Jean Pants
Material	35% cotton, 65% polyester	100% cotton
Weight	Minimum 7.75 oz	Minimum 14.5 oz
Style/Specifications	Men's & Women's sizes required 2 back pocket 2 set-in hip pockets Heavy-duty brass zipper Button-front closure Belt loops No cuffs Boot-cut Relaxed fit Plain/flat front Slack style	Men's & Women's sized required 5 pockets Heavy-duty brass zipper Metal Button-front closure Belt loops No cuffs Boot-cut Relaxed fit Blue denim
Color	Any	Any
City Logo requirements	N/A	N/A
Rent/Purchase	Rent/Purchase	Rent/Purchase
Provide as Specified?	Yes ☒ No ☐	Yes ☒ No ☐
Rental Cost: Per Unit Per Week	\$.16	\$.26
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. \$16.00	1. \$18.00
2. 2XL/Waist 42	2. \$16.00	2. \$18.00
3. 3XL/Waist 44	3. \$18.00	3. \$19.00
4. 4XL/Waist 46	4. \$18.00	4. \$19.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	\$12.99	\$14.99
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	3	4
Item	Short Sleeve Poly/Cotton Work Shirt	Long Sleeve Poly/Cotton Work Shirt
Material	35% cotton, 65% polyester	35% cotton, 65% polyester
Weight	Minimum 4.25 oz	Minimum 4.25 oz
Style/Specifications	Men's & Women's sizes required 2-piece back yoke 2 button-through chest pockets Short sleeve—double-turned hems Banded dress-shirt style collar 6- or 7-button front Full-cut/Relaxed Fit	Men's & Women's sized required 2-piece back yoke 2 button-through chest pockets Long sleeve—lined cuffs, button closure Banded dress-shirt style collar 6- or 7-button front Full-cut/Relaxed Fit
Color	Any	Any
City Logo requirements	Embroidered, front-left	Embroidered, front-left
Rent/Purchase	Rent/Purchase	Rent/Purchase
Provide as Specified?	Yes ☒ No ☐	Yes ☒ No ☐
Rental Cost: Per Unit Per Week	\$.12	\$.12
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 - 40	1. \$10.00	1. \$10.00
2. 2XL/Waist 42	2. \$10.00	2. \$10.00
3. 3XL/Waist 44	3. \$11.00	3. \$11.00
4. 4XL/Waist 46	4. \$11.00	4. \$11.00
Laundry Cost: City-Owned Item - Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	\$9.00	\$9.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	5	6
Item	Short Sleeve Polo Shirt	T-Shirts
Material	100% woven/spun polyester	100% Ultra Cotton
Weight	Minimum 4.25 oz	Minimum 7.5 oz
Style/Specifications	One Chest Pocket on top left Hemmed sleeves Collar 3 button Placket	Short sleeves Pocket on top left
Color	Any	Any
City Logo requirements	Embroidered, front-left	Screen Printed, front-left
Rent/Purchase	Rent/Purchase	Rent/Purchase
Provide as Specified?	Yes ☒ No ☐	Yes ☒ No ☐
		Purchase only
Rental Cost: Per Unit Per Week	\$.13	Purchase only
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. \$13.00	1. \$7.00
2. 2XL/Waist 42	2. \$13.00	2. \$7.00
3. 3XL/Waist 44	3. \$14.00	3. \$8.00
4. 4XL/Waist 46	4. \$14.00	4. \$8.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	\$12.00	\$7.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	7	8
Item	Lined Service Jacket	Low-Shrink Hooded Zip-Front Sweatshirt
Material	35% combed cotton, 65% polyester	80% cotton 20% polyester shell
Weight	Minimum 7.5 oz	Minimum 9 oz
Style/Specifications	Button cuffs 2 side slash pockets Quilted permanent lining Midweight Lined Hip-length Heavy Duty Zipper	Fade resistant Shrink resistant Zip front Pouch-front pocket Set-in sleeves Ribbed cover-stitch waist Ribbed cuffs Machine wash, dry
Color	Any	Any
City Logo requirements	Screen Printed, front-left	Embroidered, front-left
Rent/Purchase	Rent/Purchase	Rent/Purchase
Provide as Specified?	Yes ☒ No ☐	Yes ☒ No ☐
		Purchase only
Rental Cost: Per Unit Per Week	\$.36	Purchase only
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. \$28.00	1. \$22.00
2. 2XL/Waist 42	2. \$28.00	2. \$22.00
3. 3XL/Waist 44	3. \$29.00	3. \$23.00
3. 4XL/Waist 46	4. \$29.00	4. \$23.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	\$25.00	\$22.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	9	10
Item	Lined Water-Resistant Jacket	Long Sleeve Metal Button Front Coveralls
Material	100% polyester or other non-nylon material	100% cotton
Weight		Minimum 8.5
Style/Specifications	Water-resistant Matte polyurethane, or similar finish Adjustable snap cuffs 2 slash side pockets Fold-away lined hood, optional Midweight Fleece or similar lining Hip-length Zipper	Pre-shrunk 100% cotton 8.5 oz. twill Sized to be worn over clothes One-piece topstitched collar Concealed, heavy-duty button front Chest pockets and rule pocket on right leg Two set-in front pockets and two patch hip pockets Industrial launderable
Color	Any	Any
City Logo requirements	Screen Printed, front-left	Embroidered, front-left
Rent/Purchase	Rent/Purchase	Rent/Purchase
Provide as Specified?	Yes ☒ No ☐	Yes ☒ No ☐
Rental Cost: Per Unit Per Week	\$.40	\$.40
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. \$34.00	1. \$27.00
2. 2XL/Waist 42	2. \$34.00	2. \$27.00
3. 3XL/Waist 44	3. \$35.00	3. \$28.00
4. 4XL/Waist 46	4. \$35.00	4. \$28.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	\$32.00	\$25.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	11	12
Item	Solid Safety Vest – ANSI Class 2	High Visibility (Safety) Rain Jacket – ANSI Class 3
Material	100% polyester tricot	100% polyurethane-coated (or similar) polyester
Weight	Minimum 2.95 oz	
Style/Specifications	2 inch silver reflective tape Hook-and-loop closure Heavy duty Withstands a minimum of 25 washes	Waterproof Breathable Zipper closure with storm flap Detachable rollaway hood 2 inch silver reflective tape/material
Color	Any	Any
City Logo requirements	Screen Printed, front-left	Screen Printed, front-left
Rent/Purchase	Rent/Purchase	Rent/Purchase
Provide as Specified?	Yes ☒ No ☐	Yes ☒ No ☐
	Purchase	Purchase
Rental Cost: Per Unit Per Week	Purchase only	Purchase only
Laundry Cost: Rental Item - Per Item Per Week	Included	Included
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. \$13.00	1. \$48.00
2. 2XL/Waist 42	2. \$13.00	2. \$48.00
3. 3XL/Waist 44	3. \$14.00	3. \$50.00
4. 4XL/Waist 46	4. \$14.00	4. \$50.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	\$11.00	\$46.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	13	14
Item	Structured Flexfit Cap	Reflective Jackets
Material	Cotton	65% polyester, 35% cotton
Weight	N/A	N/A
Style/Specifications	Soil repellent Quick drying Flexfit	Reflective ANSI Class
Color	Any	Any
City Logo requirements	Embroidered on, front center	Screen Printed, front-left
Rent/Purchase	Purchase	Rent/Purchase
Provide as Specified?		
	Yes ☒ No ☐	Yes ☒ No ☐
	Purchase only	
Rental Cost: Per Unit Per Week	Purchase only	\$.32
Laundry Cost: Rental Item - Per Item Per Week	Purchase only	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. \$7.00	1. \$30.00
2. 2XL/Waist 42	2. \$7.00	2. \$30.00
3. 3XL/Waist 44	3. \$7.00	3. \$32.00
4. 4XL/Waist 46	4. \$7.00	4. \$32.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	\$7.00	\$30.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	15	16
Item	3' x 4' Floor Mats	3' x 5' Floor Mats
Material	Non-specific	Non-specific
Weight	N/A	N/A
Style/Specifications	3 feet x 4 feet Heavy rubber backing	3 feet x 5 feet Heavy rubber backing
Color	Any	Any
City Logo requirements	N/A	N/A
Rent/Purchase	Rent	Rent
Provide as Specified?	Yes ☒ No ☐	Yes ☒ No ☐
Rental Cost: Per Unit Per Week	\$1.25	\$1.25
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. Rental only	1. Rental only
2. 2XL/Waist 42	2. Rental only	2. Rental only
3. 3XL/Waist 44	3. Rental only	3. Rental only
4. 4XL/Waist 46	4. Rental only	4. Rental only
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	No cost	No cost
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 months	24 months

Item No.	17	18
Item	3' x 10' Floor Mats	4' x 6' Floor Mats
Material	Non-specific	Non-specific
Weight	N/A	N/A
Style/Specifications	3 feet x 10 feet Heavy rubber backing	4 feet x 6 feet Heavy rubber backing
Color	Any	Any
City Logo requirements	N/A	Embroidered, center
Rent/Purchase	Rent	Rent
Provide as Specified?	Yes ☒ No ☐	Yes ☒ No ☐
Rental Cost: Per Unit Per Week	\$2.50	\$2.00
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. Rental only	1. Rental only
2. 2XL/Waist 42	2. Rental only	2. Rental only
3. 3XL/Waist 44	3. Rental only	3. Rental only
4. 4XL/Waist 46	4. Rental only	4. Rental only
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	No cost	No cost
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 months	24 months

Item No.	19	20
Item	Shop Towels	Knit Cap
Material	Non-specific	100% acrylic
Weight	N/A	N/A
Style/Specifications	18 inches	Fold-up cuff
Color	Any	Any
City Logo requirements	N/A	N/A
Rent/Purchase	Rent	Rent
Provide as Specified?	Yes ☒ No ☐	Yes ☐ No ☐
		Purchase only
Rental Cost: Per Unit Per Week	\$.05	Purchase only
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Purchase only
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. \$.35	1. \$5.00
2. 2XL/Waist 42	2. \$.35	2. \$5.00
3. 3XL/Waist 44	3. \$.35	3. \$5.00
4. 4XL/Waist 46	4. \$.35	4. \$5.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	\$.35	\$5.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 months	24 Months

Item No.	21	22
Item	Short Sleeve Work Shirt (Enhanced Visibility)	Work Pants (Enhanced Visibility)
Material	65% polyester, 35% cotton	65% polyester, 35% cotton
Weight	N/A	N/A
Style/Specifications	Reflective ANSI Class	Reflective ANSI Class
Color	Any	Any
City Logo requirements	Embroidered, front-left	N/A
Rent/Purchase	Rent/Purchase	Rent/Purchase
Provide as Specified?	Yes ☒ No ☐	Yes ☒ No ☐
Rental Cost: Per Unit Per Week	\$.21	\$.24
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. \$20.00	1. \$22.00
2. 2XL/Waist 42	2. \$20.00	2. \$22.00
3. 3XL/Waist 44	3. \$22.00	3. \$24.00
4. 4XL/Waist 46	4. \$22.00	4. \$24.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	\$20.00	\$22.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	23	24
Item	Long Sleeve 100% Cotton Shirt	Short Sleeve Polo Shirt
Material	100% Cotton	100% Cotton
Weight	6 oz.	6 oz.
Style/Specifications	Men's & Women's sizes required 2-piece back yoke 2 button-through chest pockets Short sleeve—double-turned hems Banded dress-shirt style collar 6- or 7-button front Full-cut/Relaxed Fit	N/A
Color	Any	Any
City Logo requirements	Embroidered, front-left	Screen Printed, front-left
Rent/Purchase	Rent/Purchase	Rent/Purchase
Provide as Specified?		
	Yes ☒ No ☐	Yes ☒ No ☐
Rental Cost: Per Unit Per Week	\$.15	\$.16
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. \$14.00	1. \$14.00
2. 2XL/Waist 42	2. \$14.00	2. \$14.00
3. 3XL/Waist 44	3. \$16.00	3. \$16.00
4. 4XL/Waist 46	4. \$16.00	4. \$16.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	\$14.00	\$14.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	25	26
Item	Long 100% Cotton Work Pants	Bath Towels
Material	100% Cotton	Non-specific
Weight	Minimum 7.75 oz	N/A
Style/Specifications	Men's & Women's sizes required 2 back pocket 2 set-in hip pockets Heavy-duty brass zipper Button-front closure Belt loops No cuffs Boot-cut Relaxed fit Plain/flat front Slack style	22x44
Color	Any	Any
City Logo requirements	N/A	N/A
Rent/Purchase	Rent/Purchase	Rent
Provide as Specified?	Yes ☒ No ☐	Yes ☒ No ☐
Rental Cost: Per Unit Per Week	\$.19	\$.48
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 - 40	1. \$17.00	1. \$1.25
2. 2XL/Waist 42	2. \$17.00	2. \$1.25
3. 3XL/Waist 44	3. \$19.00	3. \$1.25
4. 4XL/Waist 46	4. \$19.00	4. \$1.25
Laundry Cost: City-Owned Item - Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	\$17.00	\$1.25
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	27	28
Item	Lab Coat	Long Sleeve 100% Cotton Shirt (Enhanced Visibility)
Material	80% polyester 20% cotton poplin	100% Cotton
Weight	Minimum 5 oz	6 oz.
Style/Specifications	Men's & Women's sizes required Pre-cured durable press One-Piece Lined Notched lapel Left breast pocket Bartacked pencil stall Two lower pockets Side-vent openings	N/A
Color	Any	Any
City Logo requirements	N/A	Screen Printed, front-left
Rent/Purchase	Rent/Purchase	Rent/Purchase
Provide as Specified?	Yes ☒ No ☐	Yes ☒ No ☐
Rental Cost: Per Unit Per Week	\$.12	\$.26
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. \$11.00	1. \$23.00
2. 2XL/Waist 42	2. \$11.00	2. \$23.00
3. 3XL/Waist 44	3. \$13.00	3. \$25.00
4. 4XL/Waist 46	4. \$13.00	4. \$25.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	\$11.00	\$23.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	29	30
Item	Flame Resistant Long Sleeve Shirts with Silver Or Double Yellow Reflective Striping	Flame Resistant Pants with Silver or Double Yellow Reflective Striping
Material	Flame Resistant	98% aramid fiber 2% static dissipative fiber
Weight	Minimum 4.5 oz	Minimum 6 oz
Style/Specifications	Men's & Women's sizes required Retroreflective silver or double yellow tape on front, across back and around sleeves Chest pocket flaps Reinforced pencil stall in left pocket	Men's & Women's sizes required Retroreflective silver or double yellow tape around both knee areas Heavy-duty brass zipper Dress style comfort waistband with button Two front pockets Two rear welt pockets (one with button)
Color	Any	Any
City Logo requirements	Screen Printed, front-left	N/A
Rent/Purchase	Rent/Purchase	Rent/Purchase
Provide as Specified?	Yes ☒ No ☐	Yes ☒ No ☐
Rental Cost: Per Unit Per Week	\$.87	\$.87
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. \$79.00	1. \$79.00
2. 2XL/Waist 42	2. \$79.00	2. \$79.00
3. 3XL/Waist 44	3. \$81.00	3. \$81.00
4. 4XL/Waist 46	4. \$81.00	4. \$81.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	\$79.00	\$79.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	31	32
Item	Flame Resistant Long Sleeve Metal Button Front Coveralls with Reflective Silver or Double Yellow Tape	Crewneck Fleece Sweatshirts
Material	Flame Resistant	80% Cotton 20% Poly fleece
Weight	Minimum 8.5	Minimum 12 oz
Style/Specifications	Men's & Women's sizes required Retroreflective silver or double yellow tape on front, across back and around sleeves Chest pocket flaps Reinforced pencil stall in left pocket	
Color	Any	Any
City Logo requirements	Screen Printed, front-left	Screen Printed, front-left
Rent/Purchase	Rent/Purchase	Rent/Purchase
Provide as Specified?		
	Yes ☒ No ☐	Yes ☒ No ☐
		Purchase only
Rental Cost: Per Unit Per Week	\$1.23	Purchase only
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Purchase only 91
Purchase Price Per Unit		
1. S - XL/Waist 30 - 40	1. \$112.00	1. \$21.00
2. 2XL/Waist 42	2. \$112.00	2. \$21.00
3. 3XL/Waist 44	3. \$114.00	3. \$23.00
4. 4XL/Waist 46	4. \$114.00	4. \$23.00
Laundry Cost: City-Owned Item - Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	\$112.00	21.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

**INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)**

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

2. 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 (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

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

3. 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.

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 [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

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

CERTIFICATE HOLDER

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

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone: _____		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
NAMED INSURED		☐ 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: CITY AGREEMENTS/PERMITS _____	
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		OTHER PROVISIONS	
☐ Claims Made ☐ Retroactive Date _____ ☐ Occurrence			
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$	
		EACH OCCURRENCE	AGGREGATE
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____			
		Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
\$ _____ per accident, for bodily injury and property damage.			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
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		AUTHORIZED REPRESENTATIVE	
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		☐ 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 _____	



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. L.1

DATE: January 2, 2024

TO: City Council

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

SUBJECT: Subdivision of a 4.16-acre lot into 25 lots for condominium purposes, located at 1400 Graves Avenue and 2301 Santiago Court (APN: 214-0-031-025). Filed by Garry Collett, California Commercial Investment Companies, 4530 East Thousand Oaks Boulevard, Suite 100, Westlake Village, California 91362. (20 minutes)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing;
2. Find the Project to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301(k) (Existing Facilities); and,
3. Adopt a Resolution approving Planning and Zoning Permit No. 22-300-03 for a Tentative Subdivision Map (Tentative Tract Map No. 6062), subject to certain findings and conditions.

(This item did not originate in Committee.)

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

https://youtu.be/Ix_rWwSR0Cg

BACKGROUND

On November 16, 2023, the Planning Commission found the project exempt from CEQA and approved this item 6-0. The project site is the location of a recently approved development of two industrial buildings containing 12 tenant spaces each (for a total of 24 spaces) for industrial uses on the 4.16-acre lot. This Tentative Subdivision Map will subdivide the property to create one lot for common area (containing parking, driveways, landscaping and pedestrian pathways) and 24 lots matching the tenant spaces within the existing buildings to create industrial condominiums. This subdivision will create the ability for each tenant space within each of the industrial buildings to be sold, while creating a common lot and a mechanism for maintenance of common areas (Attachment 2). The Planning Commission adopted Resolution No. 2023-39 approving Planning and Zoning Permit No. 23-500-08 for a Special Use Permit and adopted Resolution No. 2023-38 recommending the City Council approve Planning and Zoning Permit No. 22-300-03 for a Tentative Subdivision Map (Tentative Tract Map No. 6062), subject to certain findings and conditions (Attachments 3 and 4).

With the Planning Commission approval of the project (the Special Use Permit is required with an industrial condominium subdivision pursuant to Oxnard City Code (OCC) Section 16-395) on November 16, 2023, the only remaining item needing action before the City Council is the Tentative Subdivision Map.

DISCUSSION

The Project site is located on the northeast corner of Santiago Court and Graves Avenue. The Project site is currently

under construction with the previously approved industrial buildings (permitted by Development Design Review (DDR) Permit No. 20-200-07). For more information regarding previous developments on the subject property, please refer to Section 3 of the Planning Commission Staff Report (Attachment 3).

Site Design

The Tentative Subdivision Map would create the ability for each tenant space within the industrial buildings to be sold, while creating a lot and mechanism for maintenance of common areas. The access, driveways, parking, landscaping and other development standards were approved with the original DDR entitlement for the industrial buildings, but that DDR approval will be superseded by the Special Use Permit that has been processed concurrently with this subdivision and is required pursuant to Oxnard City Code (OCC) Section 16-395. For more information regarding the proposed site design of the tentative map, please refer to Section 6e of the Planning Commission Staff Report (Attachment 3).

Access to the site will be provided from both Graves Avenue and Santiago Court with enhanced concrete driveways. Lot 1 of the proposed subdivision is a common space lot and contains all of the parking and driveways, which will be shared with all the condominium lots.

Tentative Subdivision Map

Approval of the Tentative Subdivision Map will allow the subdivision of the property to create one lot for common area (containing parking, driveways, landscaping and pedestrian pathways) and 24 lots matching the tenant spaces within the existing buildings for industrial condominiums, and will create the ability for each tenant space within the industrial buildings to be sold, while creating a lot and mechanism for maintenance of common areas. Planning Commission Resolution No. 2023-38 includes Conditions of Approval (COA) for the tentative map. For a complete list of conditions, please refer to Planning Commission Resolution No. 2023-38 (Attachment 4).

In accordance with Division 2 of Chapter 15 “Subdivision Ordinance” of the Oxnard City Code, the City Council is the final decision-making body for subdivision applications. As proposed, the subdivision complies with the minimum standards of the Limited Manufacturing (M-L) zone. For more information regarding the Limited Manufacturing (M-L) zone standards, please refer to Section 6c of the Planning Commission Staff Report (Attachment 3).

Environmental Review

In accordance with Section 15301 (Class 1, Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines, projects characterized as subdivision of existing commercial buildings may be found to be exempt from the requirements of the CEQA. As identified in the draft Resolution prepared for this request, and as recommended by the Planning Commission, the project can be characterized as existing facilities and meets the requirement of a Class 1 Categorical Exemption. The Planning Commission found there is no substantial evidence that the Project may have a significant effect on the environment and recommends that the City Council find the project to be Categorically Exempt from environmental review pursuant to the CEQA Guidelines Section 15301 (Existing Facilities), and direct the Planning & Environmental Services Manager to file a Notice of Exemption (Attachment 5) with the Ventura County Clerk pursuant to Section 15062 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption of the Project.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The approval of the map provides the opportunity for future business that will result in increased property tax revenue to the City. When completed, the industrial lots will generate property taxes to the City.

COMMITTEE OUTCOME

This project did not originate in one of the City Council Committees and this is a public hearing for a project application that was considered by the Planning Commission. On November 16, 2023, the Planning Commission took action and adopted Resolution No. 2023-38 recommending that the City Council approve Planning and Zoning Permit No. 22-300-03 (Tentative Subdivision Map), subject to certain findings and conditions.

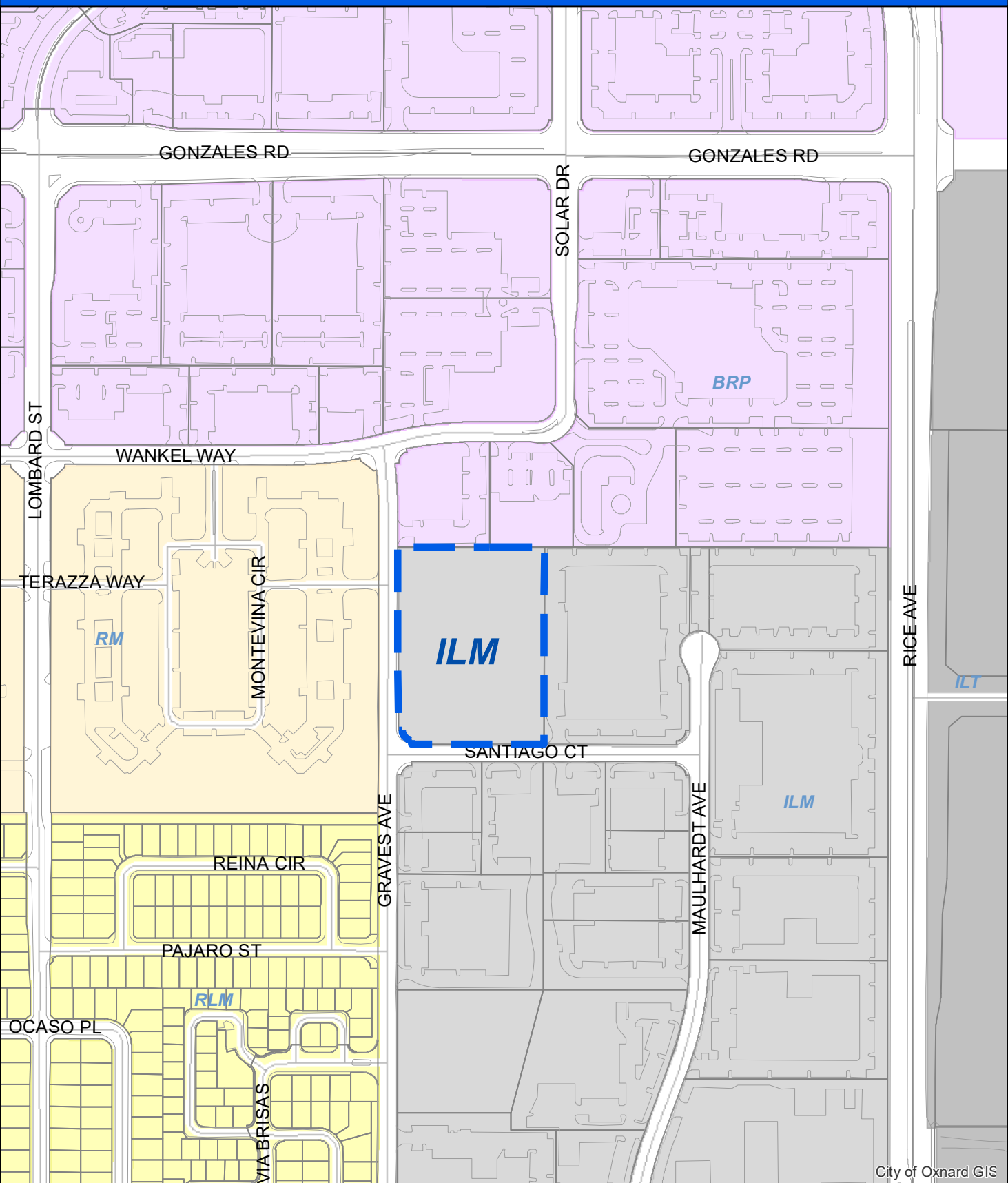
Prepared by: Jay Dobrowalski, Planning Supervisor

ATTACHMENTS

1. Maps (Vicinity, General Plan, Zoning, Aerial)
2. Tentative Subdivision Map
3. Planning Commission Staff Report November 16, 2023 (no attachments)
4. Planning Commission Resolution No. 2023-38
5. Santiago Map CEQA Notice of Exemption
6. Santiago Map Draft Resolution
7. Santiago Map Presentation



2030 General Plan Land Use Map



City of Oxnard GIS



Oxnard Planning

October 25, 2023

PZ 22-300-03. 23-500-08
Location: 1400 Graves Av
2301 Santiago Ct
APN: 2140031025

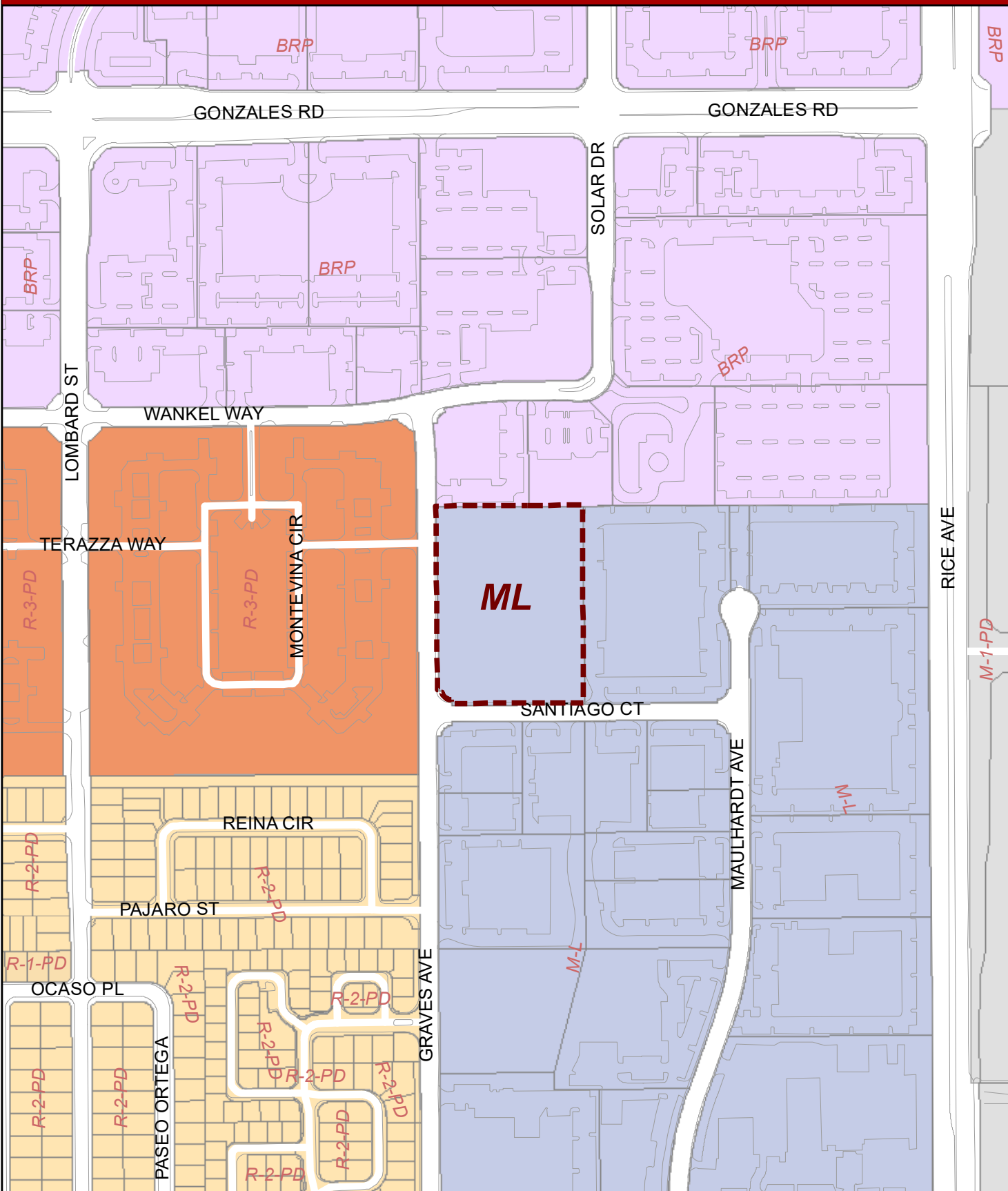
0 100 200 400 Feet

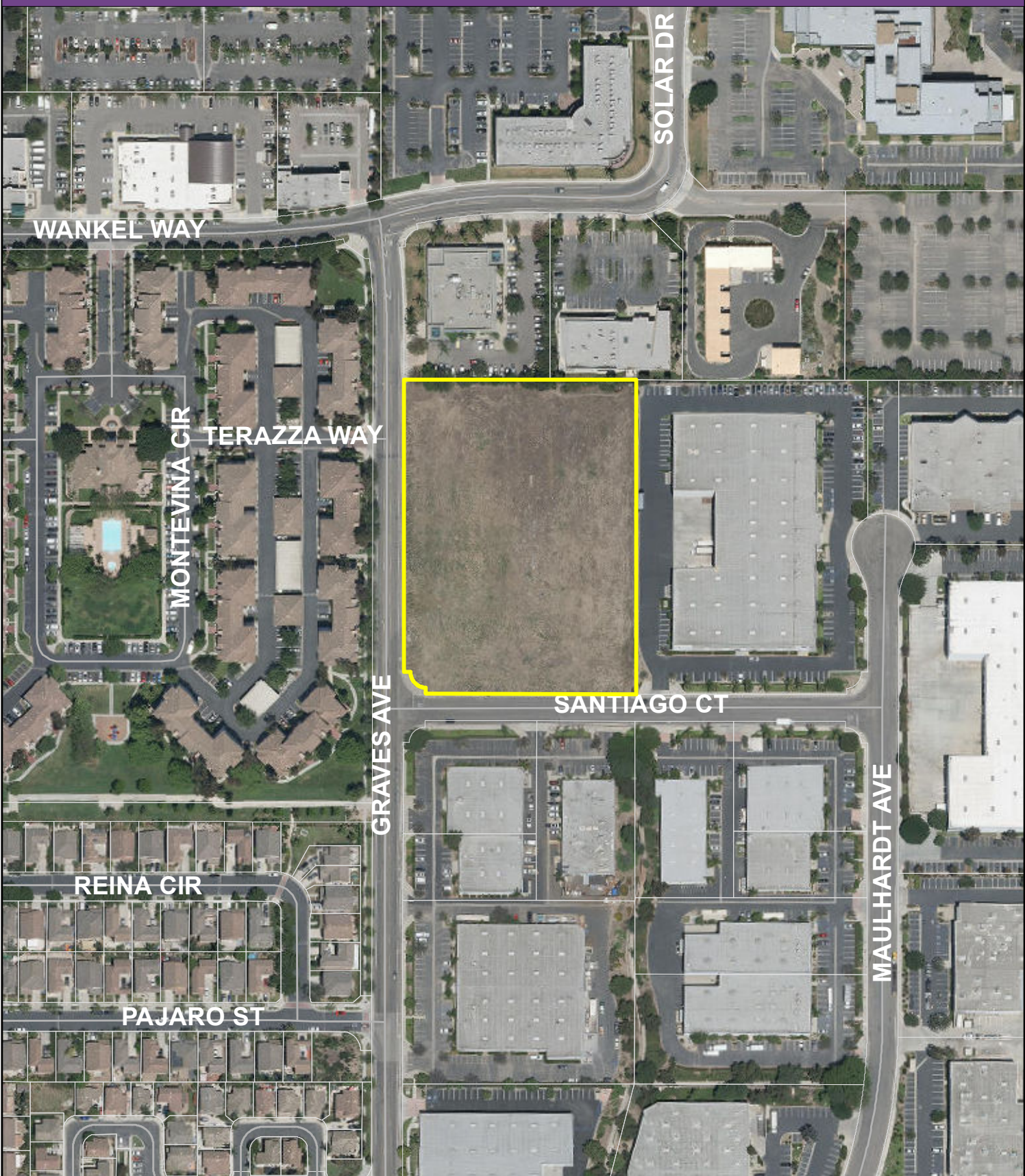
2030 General Plan Land Use Map



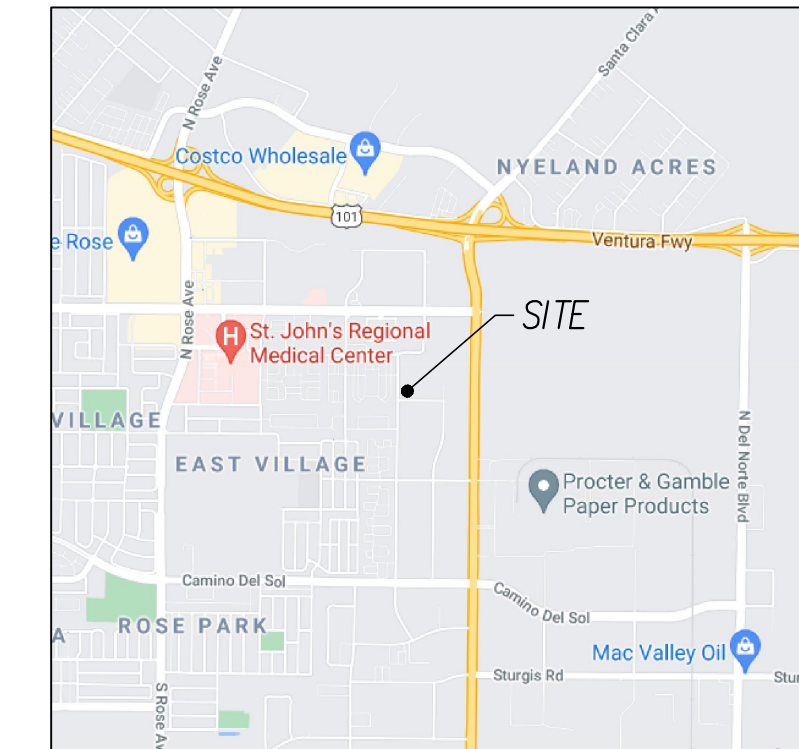
1:4,000

Zoning/Specific Plan Map





SEE BOTTOM OF SHEET 2



REF: CHICAGO TITLE COMPANY PRELIMINARY REPORT ORDER NO. 00149788-994-X49-1TW, DATED AUGUST 8, 2022 AT 7:30 A.M.

VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION: ORDER NO. 00149788

LOT 13 OF TRACT NO. 4021-1, LYING IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 109, PAGE 22 THROUGH 26 OF MISCELLANEOUS MAPS AND AMENDED BY THAT CERTIFICATE OF CORRECTION RECORDED NOVEMBER 20, 1990 AS INSTRUMENT NO. 1990-173496 IN THE OFFICE OF THE COUNTY OF RECORDER OF VENTURA COUNTY.

EXCEPT AN UNDIVIDED 4/5THS INTEREST IN ALL OF THE OIL, HYDROCARBON SUBSTANCES AND OTHER MINERAL AND FISSONABLE RIGHTS, WITHOUT THE RIGHT TO ENTER UPON THE SURFACE OF SAID LAND OR WITHIN 500 FEET MEASURED VERTICALLY FROM THE SURFACE OF SAID LAND, AS CONVEYED IN THE DEED RECORDED MAY 19, 1955, IN BOOK 1291, PAGE 400 OF OFFICIAL RECORDS, AND IN RELEASE OF SURFACE ENTRY RECORDED JULY 25, 1967, IN BOOK 372, PAGE 293 OF OFFICIAL RECORDS.

ALSO EXCEPT THE INTEREST RESERVED BY IN DEED RECORDED JULY 3, 1990 AS INSTRUMENT NO. 1990-098903 OF OFFICIAL RECORDS.

THE GRANTOR HEREBY EXCEPTS AND RESERVES ALL MINERAL, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, TOGETHER WITH RIGHT TO DIRECTLY OR INDIRECTLY DRILL INTO AND/OR PASS THROUGH ANY OF SAID REAL PROPERTY AND/OR TO EXPLORE FOR AND PRODUCE THE SAME FROM THE SUBSURFACE OF SAID REAL PROPERTY OR OTHER LANDS WITHIN THE VICINITY OF SAID REAL PROPERTY, WITHOUT, HOWEVER, THE RIGHT TO ENTER UPON OR DRILL THROUGH THE SURFACE OF THE UPPER FIVE HUNDRED (500) FEET OF ANY OF THE REAL PROPERTY.

ASSESSOR'S PARCEL NO: 214-0-031-025

EASEMENT NOTES: ORDER NO. 00149788

1. WATER RIGHTS; NOT SURVEY MATTERS.
2. EASEMENT FOR THE PURPOSES SHOWN BELOW AND RIGHTS INCIDENTAL THEREOF, AS DELINEATED ON OR AS OFFERED FOR DEDICATION ON MAP PLAT: TRACT NO. 4021-1, RECORDING NO: IN BOOK 109, PAGE 22 OF MISCELLANEOUS MAPS. PURPOSE: PUBLIC UTILITY EASEMENT. AFFECTS: SHOWN HEREON.
3. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. RECORDING DATE: JUNE 22, 1987. RECORDING NO: 1987-097763, O.R. AFFECTS: BLANKET IN NATURE. MODIFICATIONS OF SAID COVENANTS, CONDITIONS AND RESTRICTIONS. RECORDING DATE: SEPTEMBER 12, 1991. RECORDING NO: 1991-118950, O.R. MODIFICATIONS OF SAID COVENANTS, CONDITIONS AND RESTRICTIONS. RECORDING DATE: JULY 22, 2016. RECORDING NO: 2016-722-0012920, O.R.
4. EASEMENT FOR THE PURPOSES SHOWN BELOW AND RIGHTS INCIDENTAL THEREOF, AS GRANTED IN A DOCUMENT. GRANTED TO: SOUTHERN CALIFORNIA EDISON COMPANY, A CALIFORNIA CORPORATION. PURPOSE: PUBLIC UTILITY. RECORDING DATE: APRIL 13, 1990. RECORDING NO: AS INSTRUMENT NO. 1990-053775, O.R. AFFECTS: SHOWN HEREON.
5. TO 8. DEEDS OF TRUST AND ASSIGNMENT OF MONEYS DUE; NOT SURVEY MATTERS.
9. TO 13. TITLE NOTES; NOT SURVEY MATTERS.
14. AN INSTRUMENT ENTITLED NOTICE OF LAND USE RESTRICTIONS AND CONDITIONS IN FAVOR OF: CITY OF OXNARD. RECORDING DATE: MARCH 15, 2022. RECORDING NO: 202200046549. AFFECTS: BLANKET IN NATURE.
15. AN INSTRUMENT ENTITLED COVENANT AND DEED RESTRICTION FOR STORM WATER QUALITY CONTROL MEASURES MAINTENANCE AND ACCESS IN FAVOR OF: CITY OF OXNARD. RECORDING DATE: APRIL 13, 2022. RECORDING NO: 202200046549. AFFECTS: BLANKET IN NATURE.
16. EASEMENT FOR THE PURPOSES SHOWN BELOW AND RIGHTS INCIDENTAL THEREOF, AS GRANTED IN A DOCUMENT. GRANTED TO: CITY OF OXNARD, A MUNICIPAL CORPORATION. PURPOSE: PUBLIC SIDEWALK EASEMENT. RECORDING DATE: APRIL 13, 2022. RECORDING NO: 202200046545. AFFECTS: SHOWN HEREON.
17. EASEMENT FOR THE PURPOSES SHOWN BELOW AND RIGHTS INCIDENTAL THEREOF, AS GRANTED IN A DOCUMENT. GRANTED TO: CITY OF OXNARD, A MUNICIPAL CORPORATION. PURPOSE: WATER PIPELINES. RECORDING DATE: APRIL 13, 2022. RECORDING NO: 202200046546. AFFECTS: SHOWN HEREON.
18. EASEMENT FOR THE PURPOSES SHOWN BELOW AND RIGHTS INCIDENTAL THEREOF, AS GRANTED IN A DOCUMENT. GRANTED TO: CITY OF OXNARD, A MUNICIPAL CORPORATION. PURPOSE: PUBLIC UTILITY AND ROADWAY SIGNAGE. RECORDING DATE: APRIL 13, 2022. AFFECTS: SHOWN HEREON.

SURVEYOR'S NOTES:

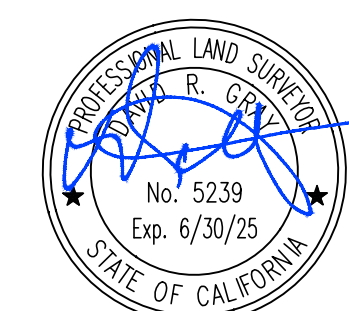
1. DATE OF SURVEY: 11-22-2019
2. HORIZONTAL DATUM: TRACT NO. 4021-1
3. PREPARED BY PHOTOGRAMMETRIC METHODS AND PARTIALLY AUGMENTED BY GROUND SURVEY METHODS
4. ADDITIONAL GROUND SURVEY MAY BE REQUIRED IN DESIGN CRITICAL AREAS.
5. SITE AREA: 181,433 SQ. FT. OR 4.165 AC. GROSS
6. SUBSTRUCTURES SHOWN HEREON ARE BASED ON CITY RECORDS AND SURFACE EVIDENCE. THEIR LOCATIONS MUST BE FIELD VERIFIED PRIOR TO DESIGN, TESTING OR CONSTRUCTION. ADDITIONAL INVESTIGATION IS NEEDED TO CONFIRM THE EXISTENCE AND LOCATION OF UTILITIES OF RECORD.
7. THIS SURVEY IS BASED UPON LATEST CHICAGO TITLE COMPANY PRELIMINARY REPORT ORDER NO. 00149788-994-X49-1TW DATED AUGUST 8, 2022 AT 7:30 A.M.
8. GEOGRAPHICALLY LOCATABLE ITEMS FROM SAID TITLE REPORT - SUCH AS EASEMENTS - WHICH AFFECT THE TITLE TO THE SUBJECT PROPERTY ARE NUMERICALLY KEYED TO SAID TITLE REPORT AND ARE SHOWN HEREON.

AREA SUMMARY

LOT NO.	GROSS AREAS	
	SQ. FT.	ACRES
LOT 1	113,209	2.599

1 LOT
FOR CONDOMINIUM PURPOSES
24 CONDOMINIUM UNITS
1 COMMON SPACE UNIT

TENTATIVE
TRACT MAP
NO. 6062



07-13-2023

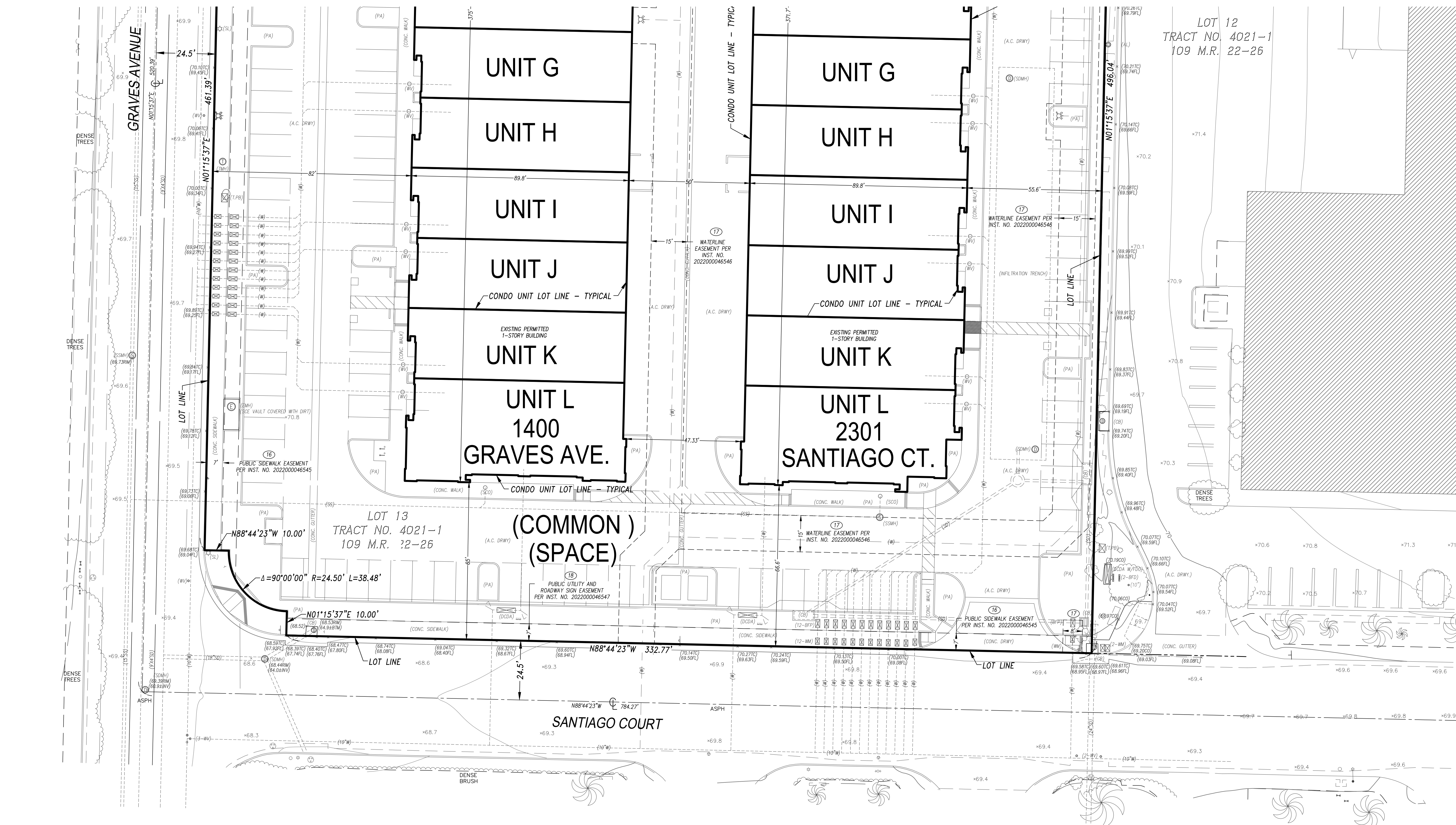
davidg@dringinc.com
www.dringinc.com

PREPARED BY:
DRG, INC.
601 E. DAILY DRIVE, SUITE 225
MILPITAS, CA 95035
805-987-3945 FAX: 805-987-1655
JOB NO. 1962 JUNE 2021

PREPARED FOR:
CALIFORNIA COMMERCIAL INVESTMENT COMPANIES
4530 E. THOUSAND OAKS BLVD., SUITE 100
WESTLAKE VILLAGE, CA 91362
ATTN: ERIC ZENTNER

TENTATIVE TRACT MAP
2301 SANTIAGO COURT, OXNARD
LOT 13, TRACT NO. 4021-1, 109 M.R. 22-26
IN THE CITY OF OXNARD, COUNTY OF VENTURA STATE OF CALIFORNIA

DESCRIPTION OF REVISION
DATE
NO.
TTM
Sheet
1 of 3
JOB NO. 1962



PUBLIC UTILITIES:

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93330
805-385-8280

SOUTHERN CALIFORNIA EDISON
10060 TELEGRAPH ROAD
VENTURA, CA 93004
800-655-4555

SOUTHERN CALIFORNIA GAS
1640 E. GONZALES ROAD
OXNARD, CA 93336
800-427-2000

FRONTIER STORM DRAINAGE
1800 SOLAR DRIVE
OXNARD, CA 93330
805-984-7580

SUBSTRUCTURES PLOTTED BASED ON SURFACE EVIDENCE AND CITY OF OXNARD AS-BUILT PLANS 88-50A. THEY ARE SHOWN SCHEMATIC IN NATURE FOR PRELIMINARY REVIEW PURPOSES ONLY. ADDITIONAL PLAN AND FIELD INVESTIGATION IS NEEDED PRIOR TO DESIGN.

PROJECT BENCH MARK:

CITY OF OXNARD BM RICE/LATIGO
ELEVATION = 68.08 NAVD 1988

A CITY OF OXNARD BRASS DISK STAMPED "RICE/LATIGO" SET IN THE CONC. SLAB OF EDISON VAULT. AT THE NORTHWEST CORNER OF RICE AVENUE AND LATIGO DRIVE.

SITE: TBM SHOWN HEREON.

BASIS OF BEARINGS:

THE BEARING OF N88°44'23"W OF THE NORTHERLY LINE OF TRACT NO. 4021-1 PER MAP RECORDED IN BOOK 109 PAGES 22 TO 26 OF MISCELLANEOUS RECORDS-MAPS, RECORDS OF VENTURA COUNTY WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS SURVEY.

MAPPING NOTE:

BASE MAPPING PER TOPOGRAPHIC SURVEY PREPARED BY DRG, INC. DATED DECEMBER 23, 2019.

OWNER/SUBDIVIDER:

SANTIAGO INVESTMENTS Q2, LP
4530 THOUSAND OAKS BLVD., SUITE 100
WESTLAKE VILLAGE, CA 91362

ZONING DATA:

ZONING: LIMITED MANUFACTURING
EXISTING USE: VACANT
PROPOSED USE: INDUSTRIAL

LEGEND:

- AC ASPHALT
- AL AREA LIGHT
- BFD BACKFLOW DEVICE
- BW BACK OF WALK
- CB CATCH BASIN
- CO CONCRETE
- DDCA FIRE SERVICE ASSEMBLY
- DT DRY
- FDC FIRE DEPT. CONNECTION
- FL FLOWING
- GM GAS METER
- INV INVERT
- MV MANHOLE
- PB PULL BOX
- SC SANITARY SEWER
- SL STREET LIGHT
- TELECOMMUNICATIONS PULL BOX
- TC TOP OF CURB
- WM WATER METER
- WV WATER VALVE
- FW FIRE HYDRANT
- ST STREET SIGN
- EL ELECTRIC LINE
- GL GAS LINE
- SD STORM DRAIN LINE
- SE SEWER LINE
- TL TELEPHONE LINE
- STR STRUCTURE
- CL CHAIN LINK FENCE
- TR TREE WITH SIZE
- FD FIRE DEPT. CONNECTION
- TR TREE WITH SIZE

GRAPHIC SCALE

(IN FEET)

1 inch = 20 ft.

CCAM LEGEND

- Horizontal / Vertical Control
- Flag Pole
- Light Pole
- Post
- Power Pole Anchor
- Power Pole
- Traffic Signal
- Street Lights
- Large Sign
- Small Sign
- Collar
- Catch Basin
- Left Turn Arrow
- Right Turn Arrow
- Misc Valve Cover
- Water Valve
- Water Meter
- Handicap Parking
- Fire Hydrant
- Manhole
- Utility Box
- Transmission Tower
- Rail Road Signal
- Palm
- Tree
- Tree Line
- Brush Line
- Dirt Road
- Edge of Asphalt
- Concrete
- Waterline
- Trail
- Curb
- Gutter

GENERAL NOTES:

1. THIS SURVEY IS THE PROPERTY OF DAVID R. GRAY, INC. AND MAY NOT BE COPIED, CHANGED OR REPRODUCED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF DAVID R. GRAY, INC.

2. IF ADDITIONAL PUBLIC UTILITIES, OTHER STRUCTURES OR ZONE SETBACKS AND STREET WIDENING DATA ARE SHOWN HEREON, IT IS FOR INFORMATION ONLY. HAVING BEEN OBTAINED FROM THE BEST AVAILABLE SOURCES, BUT FROM OTHERS NOT CONNECTED WITH THIS COMPANY, THEREFORE NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF SAID INFORMATION.

ATTENTION: If this map is provided in an electronic format (as computer data) or a country to client, the delivery of the electronic file does not constitute the delivery of a professional seal product. The client must print deliverable with the electronic file to ensure the professional seal product and in the event the electronic file is altered, the print must be retained for the original and correct survey information. We will not be responsible for any modifications made to the electronic file, or for any projects derived from the electronic file which are not reviewed, signed and sealed by us.

BOUNDARY NOTE:

THIS IS NOT A MAP OF A BOUNDARY SURVEY. NO PROPERTY CORNERS HAVE BEEN SET AS PART OF THIS WORK.

SURVEY MONUMENTS FOUND IN THE COURSE OF THIS SURVEY ARE SET BY CHICAGO TITLE COMPANY. ANY MONUMENTS FOUND IN THE COURSE OF THIS SURVEY ARE SET BY CHICAGO TITLE COMPANY. ANY MONUMENTS FOUND IN THE COURSE OF THIS SURVEY ARE SET BY CHICAGO TITLE COMPANY. ANY MONUMENTS FOUND IN THE COURSE OF THIS SURVEY ARE SET BY CHICAGO TITLE COMPANY.

RELATION OF TOPOGRAPHIC FEATURES (TRENCHES, WALLS, TREES, POWER POLES, ETC.) TO PROPERTY LINES IS SHOWN ON THIS MAP BY SUBJECT TO THE ADJUSTMENTS THAT A BOUNDARY SURVEY MAY REQUIRE.

1" = 20'

MAP COMPILED SCALE: 1" = 20'

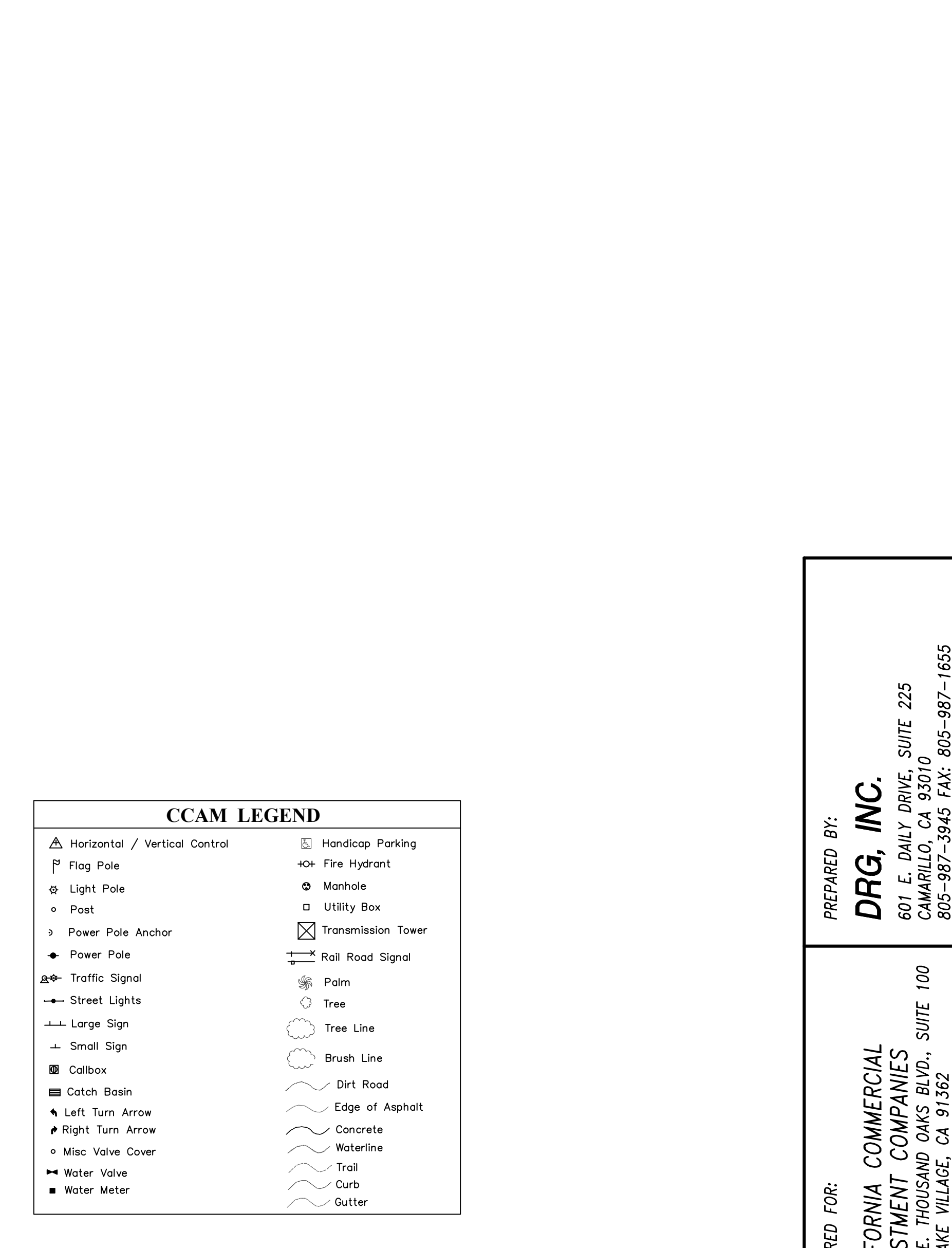
Central Coast Aerial Mapping, Inc.

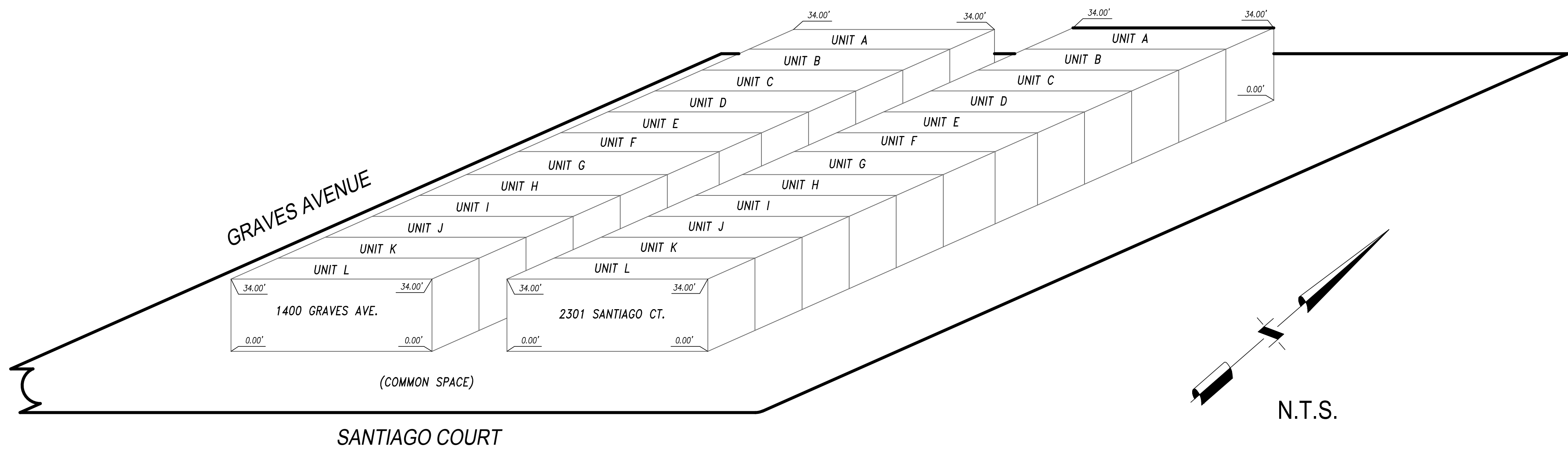
710 Tenth Ave. #24
San Luis Obispo, California 93401

Tel: (805)543-4307 Fax: (805)543-7237
info@central-coast-aerial-mapping.com

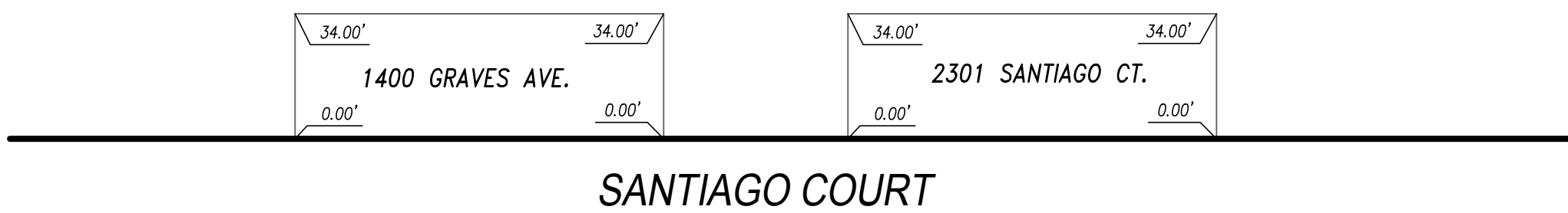
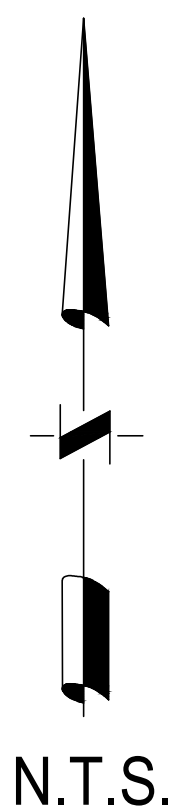
We comply with map accuracy standards from AGPS and American Land Surveying and Mapping Act of 1992. All maps are created using the latest technology and equipment. We are committed to providing the highest quality maps and data to our clients.

Photography Date: 11-22-2019 Job # 2019-254

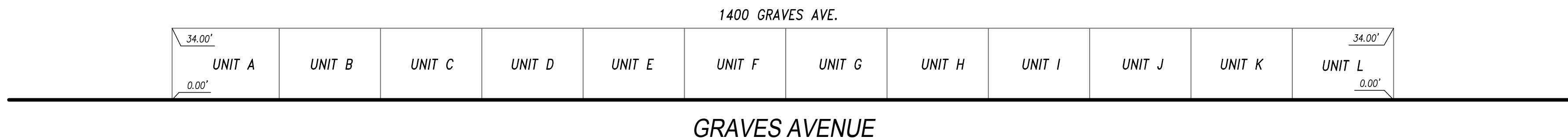
[illegible]



3D VIEW



PROFILE VIEW



PROFILE VIEW

N.T.S.

GENERAL NOTES:

- THIS SURVEY IS THE PROPERTY OF DAVID R. DRIG, INC. AND MAY NOT BE COPIED, CHANGED OR REPRODUCED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF DAVID R. DRIG, INC.
- IF UNDERGROUND PUBLIC UTILITIES, OTHER STRUCTURES OR ZONE SETBACKS AND STREET MOOVING DATA ARE SHOWN HEREON, IT IS FOR INFORMATION ONLY, HAVING BEEN OBTAINED FROM THE BEST AVAILABLE SOURCES, BUT FROM OTHERS NOT CONNECTED WITH THIS COMPANY. THEREFORE NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF SAID INFORMATION.

BOUNDARY NOTE:

THIS IS NOT A MAP OF A BOUNDARY SURVEY. NO PROPERTY CORNERS HAVE BEEN SET AS PART OF THIS WORK.

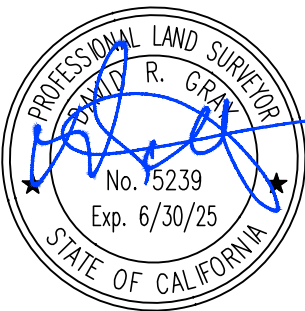
SURVEY ADJUSTMENTS FOUND IN THE COURSE OF THIS MAPPING ARE SET BY THE SURVEYOR. NO ADJUSTMENTS HAVE BEEN MADE TO THE SURVEY ADJUSTMENTS FOUND IN THE COURSE OF THIS MAPPING. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE SURVEY ADJUSTMENTS FOUND IN THE COURSE OF THIS MAPPING.

RELATION OF TOPOGRAPHIC FEATURES (FENCES, WALLS, TREES, POWER LINES, ETC.) TO PROPERTY LINES AS SHOWN ON THIS MAP IS SUBJECT TO THE ADJUSTMENTS THAT A BOUNDARY SURVEY MAY REQUIRE.

1 LOT
FOR CONDOMINIUM PURPOSES
24 CONDOMINIUM UNITS
1 COMMON SPACE UNIT

SEE SHEET 1 FOR LEGAL
DESCRIPTION, EASEMENT
NOTES, ETC.

TENTATIVE
TRACT MAP
NO. 6062



07-13-2023

davidg@driginc.com
www.driginc.com

AIRSPACE RIGHTS

TENTATIVE TRACT MAP
2301 SANTIAGO COURT, OXNARD
LOT 13, TRACT NO. 4021-1, 109 M.R. 22-26
IN THE CITY OF OXNARD, COUNTY OF VENTURA STATE OF CALIFORNIA

NO.	DATE	DESCRIPTION OF REVISION

TTM
Sheet
3 of 3

JOB NO. 1962

PREPARED BY:
DRG, INC.
801 E. DAILY DRIVE, SUITE 225
OAKLAND, CA 94612
805-987-1944 FAX 805-987-1655
JOB NO. 1962 JUNE 2021

PREPARED FOR:
CALIFORNIA COMMERCIAL
INVESTMENT COMPANIES
4530 E. THOUSAND OAKS BLVD., SUITE 100
WESTLAKE VILLAGE, CA 91362
ATTN: ERIC ZENTNER

**PLANNING COMMISSION
STAFF REPORT**

TO: Planning Commission

FROM: Lisa Gordon, Senior Contract Planner
Jay Dobrowalski, Planning Supervisor

DATE: November 16, 2023

SUBJECT: **Project Name: Santiago Industrial Suites Tentative Map;** Planning and Zoning Permit Nos. 23-500-08 (Special Use Permit) and 22-300-03 (Tentative Tract Map No. 6062) for a Tentative Subdivision Map for condominium purposes located at 1400 Graves Avenue and 2301 Santiago Court (APN: 214-0-031-025).

1) Recommendation: That the Planning Commission:

- a) Find the Project to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301(k) (Existing Facilities);
- b) Adopt Resolution 2023-XX recommending that the City Council approve Planning and Zoning Permit No. 22-300-03 for a Tentative Subdivision Map (Tentative Tract Map No. 6062), subject to certain findings and conditions; and,
- c) Adopt Resolution 2023-XX approving Planning and Zoning Permit No. 23-500-08 for a Special Use Permit, subject to certain findings and conditions.

2) Project Description and Applicant: The applicant requests a Tentative Subdivision Map (Permit No. 22-300-03) and Special Use Permit (Permit No. 23-500-08) to subdivide a 4.16-acre lot for condominium purposes. The project site is the location of a recently approved and under construction development of two industrial buildings containing 12 tenant spaces each (for a total of 24 condominium spaces) for industrial uses on a 4.16-acre lot. The Tentative Subdivision Map would subdivide the property to create one lot for common area (containing parking, driveways, landscaping and pedestrian pathways) and 24 lots matching the buildings for industrial condominiums, and would create the ability for each tenant space within the industrial buildings to be sold, while creating a lot and mechanism for maintenance of common areas. The Special Use Permit (SUP) is required for the condominium subdivision and will supersede the previously approved Development Design Review (DDR) Permit (PZ No. 20-200-07).

The Project is located at 1400 Graves Avenue (Building A) and 2301 Santiago Court (Building B) within the Limited Manufacturing (M-L) zone (Attachment A). For the purposes of this staff report, the foregoing project description shall be referred to as the “**Project**” filed by Garry Collett, California Commercial Investment Companies (“**Agent**”), 4530 East Thousand Oaks Blvd., Suite 100, Westlake Village, CA 91362.

Please see the reduced Project plans (Attachment B) for more details.

- 3) Existing & Surrounding Land Uses:** The Project site is under construction with the previously approved industrial buildings (previously permitted by the Community Development Director granted Development Design Review Permit No. 20-200-07). The Project site is located on the northeast corner of Santiago Court and Graves Avenue. The following table summarizes the General Plan Land Use Designations, Zoning designations, and existing land uses of the Project site and adjacent properties (Attachment A):

Location	General Plan	Zoning	Existing Land Use
Project Site	Industrial Limited (ILM)	Limited Manufacturing (M-L)	Industrial Buildings Under Construction
North	Business Research Park (BRP)	Business Research Park (BRP)	Nursing school, Buddhist Center
South	Industrial Limited (ILM)	Limited Manufacturing (M-L)	Air conditioning contractor, fabricator
West	Residential Medium (RM)	Garden Apartment, Planned Development Overlay (R-3-PD)	Apartments
East	Industrial Limited (ILM)	Limited Manufacturing (M-L)	Meathead Movers



(Project site is the vacant lot in middle of image)

- 4) Background Information:** On May 12, 2021, the Community Development Director approved Planning and Zoning Permit No. 20-200-07 (Development Design Review Permit) to authorize the construction of two industrial buildings on a vacant 4.16-acre lot. The two buildings total 74,770 square feet of development. Both buildings have 12 separate tenant spaces. Each building has two 3,617 square-foot tenant spaces on the ends and ten 2,553 square-foot tenant spaces in the middle. Each tenant space includes an office space, a restroom, and open space. Each unit includes access from the pedestrian (outer facing) side with a door, and access from the vehicle (inward facing) side with a pedestrian door and a roll up garage door. The project includes two trash enclosures located between the buildings, a 170-space parking area around the perimeter of the lot with landscaping, and related on and off-site improvements. The project was determined to be exempt from CEQA in accordance with Section 15332 (Class 32, In-Fill Development).

To date, there have been no changes to the previously entitled development. The project site is currently in the process of being graded for the construction of the industrial buildings approved under Planning and Zoning Permit No. 20-200-07.

- 5) Environmental Determination:** In accordance with Section 15301 (Class 1, Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines, projects characterized as subdivision of existing commercial buildings may be found to be exempt from the requirements of the CEQA.

This proposal includes a Tentative Map for subdivision of the existing industrial buildings and property for condominium purposes and a Special Use Permit for the two industrial buildings with tenant spaces that are consistent with the General Plan land use designation of Industrial Limited (ILM) and the zoning designation of Limited Manufacturing (M-L). The development is located on a 4.16-acre project site which is surrounded by urban uses. The Project site will be adequately served by all required utilities and public services. The Project site has no value as habitat for endangered, rare or threatened species. Additionally, this Project will not result in any significant effects relating to traffic, noise, air quality, or water quality. No Exceptions to the Exemptions (Section 15300.2) apply to defeat the Exemption. Therefore, staff has determined that there is no substantial evidence that the project will have a significant effect on the environment and recommends that the Planning Commission recommend that the City Council accept the Notice of Exemption (Attachment C) attached to the staff report.

6) Analysis:

a) General Discussion: The proposed subdivision of the property for condominium purposes requires a Tentative Subdivision Map. In addition, pursuant to Oxnard City Code (OCC) Section 16-395, a Special Use Permit is required for the condominium map. As mentioned above, the subdivision would occur on a property that was recently approved for an industrial development, which is currently under construction. The Tentative Subdivision Map would create the ability for each tenant space within the industrial buildings to be sold, while creating a lot and mechanism for maintenance of common areas. The access, driveways, parking, landscaping and other development standards were approved with the original DDR entitlement, but that DDR approval will be superseded by this Special Use Permit that is being processed concurrently with the subdivision.

- *Access-* The project site consists of one 4.16-acre parcel. Access to the site will be provided from both Grave Avenue and Santiago Court with enhanced concrete driveways. Lot 1 of the proposed subdivision is a common space lot and contains all of the parking and driveways, which will be shared.
- *Special Use Permit-* Pursuant to OCC Section 16-395, no building shall be constructed which is intended to be sold, nor shall any existing building be converted for sale as a community ownership unit, such as an industrial or commercial condominium, until a special permit is obtained. The resolution recommending approval of the SUP permit (Attachment D), provides the findings

and conditions related to the SUP, including conditions for the proposed on-site development and off-site improvements. The conditions were developed based on the previous discussions with the Development Advisory Committee (DAC) and ongoing discussion with City Staff and consultants to ensure a compatible design appropriate for the use, and that is compatible with surrounding development and based on the conditions from the previously approved Development Design Review Permit approved by the Community Development Director in May 2021.

- *Sustainable Construction-* In keeping with the City's sustainability policies, the project is being constructed per the California Green Building Standards Code, and Title 24 of the California Code of Regulations. The proposed development provides multi-modal access opportunities with bicycle and motorcycle parking and includes project conditions for public improvements from the project site to nearby public transit to encourage increased ridership.

b) General Plan Consistency: The City's 2030 General Plan land use designation for the subject site is Industrial Light Manufacturing (ILM), which allows for light manufacturing, industrial, research and office park and other similar uses. The proposed project to subdivide a 4.16-acre lot for industrial condominium purposes and the industrial use of the two buildings is consistent with the 2030 General Plan and the property's land use designation.

Consistency with the 2030 General Plan is defined by the relationship between 2030 General Plan policies and the proposed project. The three consistency classification levels are:

- I. Direct Applicability to a Proposed Project or Program (full text of the policy and an explanation).
- II. Related or Indirect Applicability to the Proposed Project or Program (policy title and an explanation for each or groups of related or indirectly related policies).
- III. No or Distant Applicability to the Proposed Project or Program (all policies not listed as Level I and II are assumed to be consistent).

POLICY	LEVEL	POLICY OR TITLE	EXPLANATION
CD-5.1	I	Industrial Clustering Encourage the clustering of industrial uses into areas that have common needs and are compatible in order to maximize their efficiency.	The project site is located adjacent to industrial development and can be served by existing utilities.

POLICY	LEVEL	POLICY OR TITLE	EXPLANATION
CD-5.3	I	Available Services Encourage industrial activities to locate where municipal services are available including adequate storm drainage and water facilities, as well as easy access to multiple modes of transportation.	The project site is located adjacent to industrial development and can be served by existing utilities.
CD-16.5	I	Industrial and Commercial Development Standards Require high quality development standards that increase the efficient use of existing industrial and commercial development areas so as to preserve agricultural land and minimize adverse environmental impacts.	Project is in-fill development on a lot zoned for industrial uses.
ICS-11.7 ER-10.1	I	Water Wise Landscapes Promote use of Native and Water Wise Plants	The project includes drought tolerant landscaping throughout the site.
CD-3.4 CD-4.4 CD-14.1 CD-14.3	II	Neighborhood Quality of Life Commercial Area Aesthetics Design Review Process Quality of Design	Project was reviewed by the DAC. The application review process led to changes in the project and/or conditions of approval that meet these Level II policies.
All others	III	All policies not listed above	No or distant applicability to the proposed project.

As conditioned, the project is consistent with 2030 General Plan land use designation and the Goals and Policies.

- c) **Conformance with Zoning Development Standards:** The project site has a zoning designation of Limited Manufacturing (M-L). Pursuant to OCC Sections 16-163 and

16-395 the proposed subdivision of a 4.16-acre lot for industrial condominium purposes may be permitted with an approved Tentative Map and Special Use Permit. The proposed project has been evaluated for consistency with the applicable development standards of the M-L zone as follows:

DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED (PREVIOUSLY APPROVED)	COMPLIES?
Min. lot area	15,000 square feet	34,000 square feet min	Yes
Min. lot width	100 feet; Corner Lots 150 feet	29 feet	Not applicable for condominium map purposes
Min. lot depth	150 feet	89 feet	Not applicable for condominium map purposes
Max. building height	35 feet; may increase 1 foot for each additional one foot increase to required setbacks.	33 feet	Yes
Front yard setback	20 feet from property line; 30 feet from designated thoroughfares	64 feet and 11 inches	Yes
Street side yard setback	Same as Front Yard setback.	75 feet	Yes
Side yard setback	Interior side: Same as height of building; Zero setback allowed with approved development plan. 50 feet when abuts or is across alley from residential zone.	43 feet	Yes
Rear yard setback	Not less than height of building. Min. 50 feet if abuts or is across alley from residential	55 feet	Yes

	zone.		
DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
Max. lot coverage	50% of total area	35.8% (65,034/181,432)	Yes
Walls	Wall or other type of visual buffering required if site abuts or is across alley or street from residential zone.	Landscape buffering along Graves Avenue	Yes
Site access	Typical from 74-foot wide collector street. Curb cuts min. 30 feet wide.	35 feet wide curb cuts	Yes
Site landscaping	Landscape plan required. Entire front yard setback area. 15% min. If abuts or is across alley from residential zone, min. 15 feet wide required.	Landscape plan submitted	Yes
Utilities, lighting, trash	In accordance with City Code.	Use existing utilities; lighting and trash designed per City Code.	Yes
Parking lot landscaping	5% min. Landscape fingers required every 10 spaces.	23%	Yes
Trash enclosures & transformers	To be screened	Screened	Yes
Parking spaces	Comply with City Code.	Consistent (see below)	Yes
Rooftop equipment	May not protrude above height of parapet.	Screened by parapet	Yes
Lighting	Comply with City Code.	20 foot high standards	Yes

DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
Office space	Max 25%, or otherwise specified by DDR (or SUP)	34% with SUP	Yes
Parking	Industrial 1/500 (18,650 = 37) Warehouse 1/1,000 first 20,000; 1/2,000 second 20,000 (28,440 = 24) Office 1/250 (27,175 = 109) Total = 170	Industrial = 37 Warehouse = 24 Office = 109 Total = 170	Yes
Motorcycle Parking	4 required	4 provided	Yes
Bicycle Parking	5 spaces required	20 spaces provided	Yes
Loading spaces	3 spaces required	4 spaces provided	Yes

As conditioned, the project is consistent with the Zoning Ordinance.

- d) *Site Design, Circulation and Parking:*** The Project site is located on the northeast corner of Graves Avenue and Santiago Court, south of East Gonzales Road and east of North Rice Avenue. The site can be accessed from Wankel Way and Solar Drive via East Gonzales Road or Latigo Avenue via North Rice Avenue. The project site has two direct pedestrian and vehicle access points. Direct access is provided by two enhanced concrete driveways each adjacent to a walkway: one from Graves Avenue and the other from Santiago Court. Both driveways are connected to the 170-space parking area located around both buildings. A drive aisle between the buildings provides vehicular access to

each tenant space through a roll-up garage door and includes four loading spaces and two trash enclosures.

The City of Oxnard Zoning Ordinance (Article X) requires 170 on-site parking spaces for the project, based on the combined requirements for office, warehouse, and industrial uses. The proposed project includes 170 on-site parking spaces as follows: 160 standard spaces, 6 ADA-accessible spaces, and 4 motorcycle spaces. The project also includes short-term and long-term bicycle parking. The project includes 4 loading spaces, which exceeds the Zoning Ordinance minimum requirement of 3 loading spaces. The loading spaces are located near the ends of the middle drive aisle for access to each tenant space.

The proposed project includes various uses that each have a different rate of required on-site parking. The site is limited to the 170 provided parking spaces. Thus, the project will be subject to a condition of approval to require that the landlord demonstrate that each new tenant / use is consistent with the approved use for each tenant space, thereby demonstrating that the site is operating consistent with the Zoning Code parking requirements.

- e) ***Building Design:*** Consistent with the previous DDR approval, the proposed industrial buildings share the same design features. The buildings include tilt-up concrete construction with a broom finish and corten steel panels. The exterior finish includes steel panels with a rust color appearance on the upper portion of the building, grey finish walls, a metal awning, and an aluminum storefront on the ground floor. The design creates an articulated facade with paint color, material variation and fenestration, providing prominent corner elements for the end tenant spaces that elevates the typical industrial building design to a more modern industrial building.

The exterior pedestrian amenities include concrete walkways along the front of each building with landscaping to soften the massing of the building exterior. A color palette of steel and different grays provide a visually interesting building surrounded by colorful landscaping around the building and the parking area.

- f) ***Landscaping:*** The Project landscaping has not changed since the DDR approval. The DDR will be superseded by this SUP, and the Project continues to include the same drought tolerant landscape areas around the perimeter of the site and in finger planters throughout the parking lot areas around the two buildings. The project includes landscaping within 23% of the parking area, which significantly exceeds the 5% minimum required by the Zoning Code. Pursuant to the Zoning Code, the project includes finger planters in the parking area every ten vehicle spaces. The perimeter landscaping features a variety of trees: Southern Magnolia along Graves Avenue, Ginkgo along Santiago Court, and a mixture of Evergreen Pear, Redbud, and New Zealand Christmas Trees within the parking area planters. The perimeter of the site includes a

grass groundcover and a row of Stalked Bulbine, a perennial shrub, that will screen the parking area from the adjacent roadways.

- 7) Development Advisory Committee:** The previously approved DDR application was reviewed by the Development Advisory Committee (DAC) on June 3, 2020. Conditions of approval from DAC were included in the original DDR approval and have been carried over to the current SUP and included in the resolution recommending approval of the SUP.
- 8) Community Workshop and Public Input:** Since the Project is not in a General Plan designated neighborhood, the project was not required to be presented to the community during a Community Workshop.

Consistent with public noticing requirements, the Planning Commission Hearing was advertised with an on-site posting and by mail to property owners within 300 feet of the subject property. To date, Planning Staff has not received any comments or inquiry from the public regarding the proposed project.

- 9) Appeal Procedure:** In accordance with Section 15-25 of the City's Subdivision Ordinance, an appeal from the Planning Commission's action may be taken in the manner provided by cal. Gov. Code Section 66452.5. In accordance with Section 16-545 of the Oxnard City Code, the Planning Commission's action may be appealed to the City Council within 18 days after the decision date. Appeal forms may be obtained from the City Clerk and must be submitted with the appropriate fees before the end of the appeal period. If an appeal to the City Council is not filed within 18 days of the Planning Commission's decision, the decision of the Planning Commission shall be considered final.

Attachments:

- A. Maps (Vicinity, General Plan, Zoning, Aerial)
- B. Reduced Project Plans (Tentative Map, Industrial Buildings)
- C. CEQA Notice of Exemption
- D. Resolution Approving Special Use Permit (PZ No. 23-500-08)
- E. Resolution Recommending Approval of Tentative Map (PZ No. 22-300-03)
- F. Staff Presentation

RESOLUTION NO. 2023-38

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING APPROVAL TO THE CITY COUNCIL OF PLANNING AND ZONING PERMIT NO. 22-300-03 (TENTATIVE TRACT MAP NO. 6062) TO SUBDIVIDE AN EXISTING 4.16 ACRE PARCEL INTO 25 LOTS FOR INDUSTRIAL CONDOMINIUM PURPOSES LOCATED AT 2301 SANTIAGO COURT AND 1400 GRAVES (APN: 214-0-031-025), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY GARY COLLETT, SANTIAGO INVESTMENT OZ, LP, 4530 EAST THOUSAND OAKS BLVD. SUITE 100, WESTLAKE VILLAGE, CA 91362.

WHEREAS, on October 5, 2022, Garry Collett on behalf of Santiago Investment OZ, LP (the “**Applicant**” and/or “**Permittee**”), submitted a request to subdivide a parcel which contains an approved and under construction industrial development (referred to as Santiago Industrial Suites, permitted with Planning and Zoning Permit No. 20-200-07), concurrent with a Special Use Permit application (Planning and Zoning Permit No. 23-500-08) required by Oxnard Municipal Code Section 16-395, generally located at 1400 Graves and 2301 Santiago Court (APN: 214-0-031-025); and

WHEREAS, on November 16, 2023, the Planning Commission of the City of Oxnard (“Planning Commission”) conducted a duly noticed public hearing to consider Applicant’s request to approve Planning and Zoning Permit No. 22-300-03 (Tentative Subdivision Map) to subdivide a 4.16 acre property for condominium purposes into 25 lots located at 1400 Graves and 2301 Santiago Court (APN: 214-0-031-025) in accordance with Section 16-531 of the Oxnard City Code; and

WHEREAS, said tentative subdivision map was referred to City departments for recommendations and conditions of approval for the project that are incorporated within the recommended entitlements, and

WHEREAS, the Planning Commission finds that the Tentative Map complies with all requirements of the Subdivision Map Act and the Oxnard City Code; and

WHEREAS, the Planning Commission finds that the Tentative Map, the proposed site, and the design and improvement of the development requested are consistent with the 2030 General Plan elements thereof; and

WHEREAS, the Planning Commission finds that the proposed site is suitable for the type and density of development requested and is not likely to cause substantial environmental damage, serious public health problems or conflict with any publicly acquired easements or access; and

WHEREAS, the Planning Commission finds that the proposed division of land complies with the requirements established by the Subdivision Map Act and Chapter 15 of the Oxnard City Code, including but not limited to requirements as to area, improvement and design, floodwater drainage control, appropriate improved public roads, sanitary disposal facilities, water supply availability and environmental protection; and

WHEREAS, the Planning Commission finds that the Applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this Resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this subdivision in particular; and

WHEREAS, the Planning Commission finds that the Applicant agrees as a condition of this Resolution that at its own expense, to indemnify and defend the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this Resolution or any actions or proceedings, acts or determinations taken, done or made before the approval of this resolution that were part of the approval process; and

WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a Class 1 Categorical Exemption (Section 15301). Further, the project does not trigger any of the Exceptions to the Exemptions (Section 15300.2) to defeat the Exemption:

- (a) **Location.** Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located -- a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply to all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

The project site has a General Plan land use designation of Industrial Limited (ILM) and a zoning designation of Limited Manufacturing (M-L). The project is surrounded on all four sides by urban development. The project site and adjacent sites do not contain any known environmental resource of hazardous or critical concern. Therefore, the project will have no impact on an environmental resource of hazardous or critical concern.

- (b) **Cumulative Impact.** All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

The proposed industrial suites and condominium subdivision development is consistent with the General Plan and Oxnard City Code and is compatible with the physical scale and character of allowable development in the project area. Any projects requiring discretionary approval would be analyzed with the General Plan and the Oxnard City Code for consistency and CEQA for any potential impacts. Therefore, the project will have no significant cumulative impact.

- (c) **Significant Effect.** A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

The proposed industrial suites subdivision for condominium purposes will not result in an unusual circumstance that would cause the project to have a significant effect on the environment. The project will not alter the industrial character of the surrounding development and the property does not contain any unusual environmental characteristics as the property is generally surrounded on all sides by industrial development. Therefore, the project will not have a significant effect on the environment due to unusual circumstances.

- (d) **Scenic Highways.** A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements, which are required as mitigation by an adopted negative declaration or certified EIR.

The project is not located in or adjacent to a state designated scenic highway.

- (e) **Hazardous Waste Sites.** A categorical exemption shall not be used for a project located on a site, which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

The proposed project site is not included on any list compiled pursuant to Section 65962.5 of the Government Code as confirmed by staff on May 7, 2021.

- (f) **Historical Resources.** A categorical exemption shall not be used for a project, which may cause a substantial adverse change in the significance of a historical resource.

The project site does not contain an existing or potential landmark, point of interest, or historic resource, and it is not located within an existing, proposed, or potential Historic District. Therefore, the proposed project will not cause a substantial adverse change in the significance of a historical resource.

WHEREAS, on November 2, 2023, the Planning Commission of the City of Oxnard ("Planning Commission") considered the Applicant's request to approve Planning and Zoning Permit No. 22-300-03 (Tentative Tract Map), in accordance with Chapter 15 "Subdivisions" of the Oxnard City Code.

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

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The Planning Commission finds that the Tentative Subdivision Map is internally consistent with the provisions of the City of Oxnard 2030 General Plan.

SECTION 3. The Planning Commission finds that the Tentative Subdivision Map will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The Planning Commission finds that the Project site associated with the Tentative Subdivision Map is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Planning Commission determines that the industrial project is the best use for the subject project site.

SECTION 6. The Planning Commission determines that the Tentative Subdivision Map is in the best interests and welfare of the City and its residents.

SECTION 7. Based on the entire record before the Planning Commission and all written and oral evidence presented, including the Planning Commission Staff Report and all attachments thereto, the Planning Commission finds:

Consistent with California Government Code Section 66474, a legislative body of a city or county **shall deny approval** of a tentative map, or a parcel map for which a tentative map was not required, **if it makes any of the following findings:**

- a) **That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.**

The project site has a General Plan designation of Industrial Limited (ILM) and a zoning designation of Limited Manufacturing (M-L). The project site is not located within a Specific Plan area. The project is consistent with the General Plan Designation, zoning designation and applicable policies and regulations. Therefore, the project **does not** meet this finding which means the Project can be supported.

- b) That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.**

As described in the staff report, the design and improvement of the proposed development is consistent with applicable provisions of the City's 2030 General Plan because the proposed subdivision and industrial use supports the proposed development improvements, with the required infrastructure. Therefore, the project **does not** meet this finding which means the Project can be supported.

- c) That the site is not physically suitable for the type of development.**

As described in the staff report, the site is physically suitable for the proposed type of development because the division of land includes an industrial project that is consistent with the Limited Manufacturing (M-L) zone development standards and has been designed to be architecturally compatible with the character of the surrounding neighborhood. The site is physically suitable for the proposed type of development because the site is relatively level and is not subject to soil and/or geologic conditions indicating substrate instability. Therefore, the project **does not** meet this finding which means the Project can be supported.

- d) That the site is not physically suitable for the proposed density of development.**

The proposed subdivision and industrial buildings will be located on a 4.16-acre (181,432 square-feet) lot. The Zoning Code allows a maximum of 50% lot coverage. The development proposed under the Special Use Permit includes 74,770 square-feet of development, which represents approximately 35.8% lot coverage. The proposed facility is consistent with applicable City standards (see Staff Report). The Project has been designed to be consistent with the development and design standards included within the Zoning Code, including, but not limited to, maximum building height, front, side and rear setbacks, lot coverage, landscaping, parking standards, and equipment screening standards. The project site has direct access from Graves Avenue and Santiago Court via driveways to the 170 space parking area. The parking area and the perimeter of the site include landscaping to screen the proposed development from the roadways. Thus, the site for the proposed industrial facility is physically suitable for the proposed density of the development. Therefore, the project **does not** meet this finding, which means the Project can be supported.

- e) That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.**

As described in the staff report, the design of the proposed land division and parcel improvements is not likely to cause substantial environmental damage or substantially and inavoidably injure fish or wildlife or their habitat because it is located within a developed urban area of the City that contains no environmentally sensitive habitat and/or species. The project has been found to be exempt from CEQA pursuant to Section 15301,

which applies to the subdivision of existing commercial buildings. Therefore, the **project does not meet this finding** which means the Project can be supported.

- f) **That the design of the subdivision or type of improvements is likely to cause serious public health problems.**

Pursuant to the 2030 General Plan land use designation of Industrial Limited (ILM), the proposed use of the project site as an industrial development with associated site improvements is an allowed use. The surrounding uses are characterized by business research park, light industrial, and residential uses. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the local Building, Fire, and Traffic Codes. The proposed development will be consistent with the existing light industrial development adjacent to the project site. The project site is located across Graves Avenue from existing apartment buildings that are generally screened by landscape trees in the parkway. The proposed industrial development will also be screened from the roadway by landscaping along Graves Avenue and Santiago Court. Therefore, the proposed use and improvements will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare. Therefore, this project **does not** meet this finding, which means the Project can be supported.

- g) **That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. In this connection, the governing body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction and no authority is hereby granted to a legislative body to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision.**

The design of the proposed land division and parcel improvements will not conflict with easements, acquired by the public-at-large, for access through or use of property within the subdivision because, as conditioned, no buildings would be located in the area of the existing public utilities easements, all blanket easements or other easement that are no longer needed by the City shall be abandoned, and there is no need for new or additional easement(s) for the public-at-large. Therefore, this project **does not** meet this finding which means the Project can be supported.

SECTION 8. The Planning Commission recommends that the City Council, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment and is categorically exempt from CEQA pursuant to Article 19, Section 15301 (Class 1) of the State CEQA Guidelines. This section pertains to projects characterized as the subdivision of existing commercial buildings, meeting certain conditions as described in the findings contained within this resolution.

SECTION 9. This Resolution shall not become effective unless and until the Oxnard Planning Commission approves the associated Special Use Permit (PZ No. 23-500-08). If the Planning Commission fails to approve the Special Use Permit, then this Resolution shall become null and void and be of no further force and effect.

SECTION 10. Based on the findings set forth herein, the Planning Commission hereby recommends that the City Council approve Planning and Zoning Permit No. 22-300-02 (Tentative Subdivision Map), subject to the attached conditions of approval.

SECTION 11. The Secretary shall certify the adoption of this Resolution.

**CONDITIONS OF APPROVAL FOR TENTATIVE TRACT MAP NO. 6062
(PLANNING AND ZONING PERMIT NO. 22-300-02)**

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated November 16, 2023, (“the plans”) on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager (“Planning Manager”) or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures

or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, G-2)

3. By commencing any activity related to the Project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5)
4. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, G-7)
5. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)
6. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code. (PL/B, G-9)
7. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)
8. An approved tentative map shall expire thirty-six (36) months after its approval, unless an extension is applied for and approved by the City Council pursuant to Section 15-46 of the City Code.

PLANNING DIVISION CONDITIONS

9. This permit is granted subject to the approval of a Special Use Permit (PZ 23-500-08) for the project property. (PL)
10. All conditions of Special Use Permit No. 23-500-08 shall apply to this permit.
11. Prior to recordation of the Final Map, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, PL-16).
12. Developer shall provide utility meters, mailboxes and address directories, placed in decorative cabinets and clustered for efficient access for residents and service persons. Developer shall coordinate placement and design of such items accordingly, with the Planning Division Manager, the appropriate utility service provider and the United States

Postal Service, prior to issuance of building permits. (PL, *PL-19*)

13. Developer shall establish a property owners association and the association shall be responsible for the maintenance of parking, landscape, recreation and other interior areas held in common by the association and for the enforcement of Conditions Covenants & Restrictions related to property maintenance. (PL/DS, *PL-33*)
14. The property owner and/or property owners' association shall be responsible for creating and implementing a Parking Management Plan which shall consist of designating which tenant will use which parking space in order to assure that vehicle spaces correspond with on-site uses. The Parking Management Plan shall be submitted to the Planning Division for review and approval prior to the issuance of the first Certificate of Occupancy.

ENVIRONMENTAL RESOURCES CONDITIONS

15. Property owner and/or property owners' association shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Developer shall arrange for self-hauling. Regardless of hauling methods, all materials collected must be conveyed to the Del Norte Regional Recycling and Transfer Station.
16. Covenants, conditions and restrictions ("CC&Rs") shall be developed for the project necessitate that the homeowner's association or property management make provisions to divert a minimum of 50% while striving for 75% diversion of waste material generated at this location in perpetuity. This can be achieved by subscribing to the City's residential curbside or mandatory commercial recycling services and through annual tenant education that may include source reduction, recycling, reuse, and organics collection requirements.

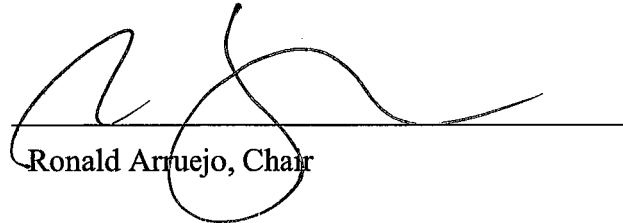
DEVELOPMENT SERVICES DIVISION CONDITIONS

17. Developer agrees, as a condition of approval of this resolution, to indemnify, defend and hold harmless, at Developer's expense, City and its agents, officers and employees from and against any claim, action or proceeding commenced within the time period provided for in Government Code Section 66499.37, to attack, review, set aside, void or annul the approval of this resolution or to determine the reasonableness, legality or validity of any condition attached thereto. City shall promptly notify Developer of any such claim, action or proceeding of which City receives notice, and City will cooperate fully with Developer in the defense thereof. Developer shall reimburse City for any court costs and attorney's fees that City may be required to pay as a result of any such claim, action or proceeding. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve Developer of the obligations of this condition. Developer's acceptance of this resolution or commencement of construction or operations under this resolution shall be deemed to be acceptance of all conditions thereof. (DS-18)

18. Prior to approval of the final map or parcel map, Developer shall provide the City Engineer with written evidence from the Ventura County Clerk's Office that Developer has executed and filed with the Clerk all certificates, statements and securities required by Government Code Sections 66492 and 66493. (DS-26)
19. Prior to final map recordation, Developer shall provide City with a copy of the Project Covenants, Conditions, and Restrictions (CC&Rs). (DS)
20. Project CC&Rs shall incorporate language regarding the easements and maintenance responsibilities for the common and shared subsurface, surface, and improvements. (DS)
21. Project CC&Rs shall incorporate language regarding the landscape irrigation and maintenance responsibilities for each lot for the common landscape area. (DS)
22. Project CC&Rs shall incorporate language regarding the shared portion of the building components. (DS)
23. Project CC&Rs shall incorporate language regarding maintenance responsibilities for each water service for each condominium unit. Each unit shall have its own water service with backflow device. (DS)
24. Prior to release of the map for recordation, Developer shall provide the City Engineer with an updated 100-scale base map for addressing purposes that reflects the condominium units. The City will assign any new addresses. (DS)
25. Prior to release of the map for recordation, Developer shall post security satisfactory to the City Attorney guaranteeing that all survey monuments will be set as required by the Government Code and the City Code or shall set all such monuments prior to map recordation. (DS)
26. Prior to map for recordation, Developer shall complete all improvements as required by DWG 21-18A and close out site improvement and building permits, and obtain building occupancy certificate(s). (DS)
27. Developer shall provide additional sidewalk easements for the portion of the existing public sidewalks that are not already an existing sidewalk easement or public right-of-way. (DS)
28. Prior to recordation of the Final Map, Developer shall perform a 2-inch grind and overlay, curb to curb, using rubberized asphalt for Santiago Court and Graves Avenue along the project frontages and conform to the edge of the pavement completed by the Public Works 2022 resurfacing project. Developer shall coordinate with the City Inspector on the limits prior to paving. (DS)

[signatures on next page]

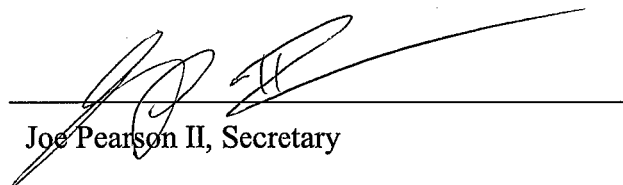
PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 16th day of November 2023.



Ronald Arruejo, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on the 16th day of November 2023, and carried by the following vote:

AYES:	Commissioner(s):	Dr. Lopez, Connelly, Nash, Zielsdorf, Dr. Stewart, Arruejo
NOES:	Commissioner(s):	None
ABSENT:	Commissioner(s):	None
ABSTAIN:	Commissioner(s):	None
RECUSED:	Commissioner(s):	None



Joe Pearson II, Secretary

NOTICE OF EXEMPTION

Project Description: Santiago Industrial Suites Tentative Map; The applicant requests a Tentative Subdivision Map (Permit No. 22-300-03) and Special Use Permit (Permit No. 23-500-08) to subdivide a 4.16-acre lot for condominium purposes. The project site is the location of a recently approved and under construction development of two industrial buildings containing 12 tenant spaces each (for a total of 24 condominium spaces) for industrial uses on a vacant 4.16-acre lot. The Tentative Subdivision Map would subdivide the property to create one lot for common area (containing parking, driveways, landscaping and pedestrian pathways) and 24 lots matching the buildings for industrial condominiums, and would create the ability for each tenant space within the industrial buildings to be sold, while creating a lot and mechanism for maintenance of common areas. The Special Use Permit (SUP) is required for the condominium subdivision and will supersede the previously approved Development Design Review (DDR) Permit (Permit No. 20-200-07). The Project is located at 1400 Graves Avenue (Building A) and 2301 Santiago Court (Building B) within the Limited Manufacturing (M-L) zone.

Finding: The Planning Division of the Community Development Department of the City of Oxnard has reviewed the above proposed project and found it to be exempt from the provisions of the California Environmental Quality Act (CEQA).

- ☐ Ministerial Project
- ☒ Categorical Exemption
- ☐ Statutory Exemption
- ☐ Emergency Project
- ☐ Quick Disapproval [CEQA Guidelines, 14 Cal. Code of Regs. 15270]
- ☐ No Possibility of Significant Effect [CEQA Guidelines, 14 Cal. Code of Regs. 15061(b)(3)]

Supporting Reasons: In accordance with Section 15301 (Class 1, Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines, projects characterized as subdivision of existing commercial buildings may be found to be exempt from the requirements of the CEQA. This proposal includes a Tentative Map for subdivision of the existing industrial buildings and property for condominium purposes and a Special Use Permit for the two industrial buildings with tenant spaces that are consistent with the General Plan land use designation of Industrial Limited (ILM) and the zoning designation of Limited Manufacturing (M-L). The development is located on a 4.16-acre project site which is surrounded by urban uses. The Project site will be adequately served by all required utilities and public services. The Project site has no value as habitat for endangered, rare or threatened species. Additionally, this Project will not result in any significant effects relating to traffic, noise, air quality, or water quality. No Exceptions to the Exemptions (Section 15300.2) apply to defeat the Exemption.

(Date)

Joe Pearson II
Planning and Environmental Services Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 22-300-03 (TENTATIVE TRACT MAP NO. 6062) TO SUBDIVIDE AN EXISTING 4.16 ACRE PARCEL INTO 25 LOTS FOR INDUSTRIAL CONDOMINIUM PURPOSES LOCATED AT 2301 SANTIAGO COURT AND 1400 GRAVES AVENUE (APN: 214-0-031-025), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY GARY COLLETT, SANTIAGO INVESTMENT OZ, LP, 4530 EAST THOUSAND OAKS BOULEVARD, SUITE 100, WESTLAKE VILLAGE, CALIFORNIA 91362.

WHEREAS, Santiago Investment OZ, LP owns a 4.16 acre parcel located at 2301 Santiago Court and 1400 Graves (APN: 214-0-031-025); and

WHEREAS, on October 5, 2022, Garry Collett on behalf of Santiago Investment OZ, LP (the **“Applicant”** and/or **“Permittee”**), submitted a request to subdivide a parcel which contains an approved and under construction industrial development (referred to as Santiago Industrial Suites, permitted with Planning and Zoning Permit No. 20-200-07), concurrent with a Special Use Permit application (Planning and Zoning Permit No. 23-500-08) required by Oxnard Municipal Code Section 16-395, generally located at 1400 Graves and 2301 Santiago Court (APN: 214-0-031-025); and

WHEREAS, on November 16, 2023, the Planning Commission of the City of Oxnard (“Planning Commission”) conducted a duly noticed public hearing and considered the Applicant’s request to approve Planning and Zoning Permit No. 22-300-03 (Tentative Subdivision Map) to subdivide a 4.16 acre property for condominium purposes into 25 lots located at 1400 Graves and 2301 Santiago Court (APN: 214-0-031-025) in accordance with Section 16-531 of the Oxnard City Code; and

WHEREAS, said tentative subdivision map was referred to City departments for recommendations and conditions of approval for the project that are incorporated within the recommended entitlements, and

WHEREAS, the Tentative Map, together with the provisions for its design and improvement are consistent with the 2030 General Plan elements thereof; and

WHEREAS, Planning Commission of the City of Oxnard has considered an application for Planning and Zoning Permit Nos. 23-500-08 (Special Use Permit); and

WHEREAS, the Planning Commission found that the Applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this Resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this subdivision in particular and recommended the City Council of the City of Oxnard (**“City Council”**) to approve Planning and Zoning Permit No. 22-300-02; and

WHEREAS, on January 2, 2024, the City Council conducted a duly noticed public hearing to consider Applicant’s request to approve Planning and Zoning Permit No. 22-300-02

(Tentative Map), reviewed the request, and carefully reviewed the Planning Commission's Resolution No. 2023-38, recommending approval of the Tentative Subdivision Map, subject to certain findings and conditions; and

WHEREAS, the City Council finds the proposed subdivision together with the provisions for its design and improvement, is consistent with the 2030 General Plan, Oxnard City Code; and

WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a Class 1 Categorical Exemption (Section 15301). Further, the project does not trigger any of the Exceptions to the Exemptions (Section 15300.2) to defeat the Exemption:

- (a) **Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located -- a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply to all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.**

The project site has a General Plan land use designation of Industrial Limited (ILM) and a zoning designation of Limited Manufacturing (M-L). The project is surrounded on all four sides by urban development. The project site and adjacent sites do not contain any known environmental resource of hazardous or critical concern. Therefore, the project will have no impact on an environmental resource of hazardous or critical concern.

- (b) **Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.**

The proposed industrial suites and condominium subdivision development is consistent with the General Plan and Oxnard City Code and is compatible with the physical scale and character of allowable development in the project area. Any projects requiring discretionary approval would be analyzed with the General Plan and the Oxnard City Code for consistency and CEQA for any potential impacts. Therefore, the project will have no significant cumulative impact.

- (c) **Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.**

The proposed industrial suites subdivision for condominium purposes will not result in an unusual circumstance that would cause the project to have a significant effect on the environment. The project will not alter the industrial character of the surrounding development and the property does not contain any unusual environmental characteristics as the property is generally surrounded on all sides by industrial development. Therefore, the project will not have a significant effect on the environment due to unusual circumstances.

- (d) **Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements, which are required as mitigation by an adopted negative declaration or certified EIR.**

The project is not located in or adjacent to a state designated scenic highway.

- (e) **Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site, which is included on any list compiled pursuant to Section 65962.5 of the Government Code.**

The proposed project site is not included on any list compiled pursuant to Section 65962.5 of the Government Code as confirmed by staff on May 7, 2021.

- (f) **Historical Resources. A categorical exemption shall not be used for a project, which may cause a substantial adverse change in the significance of a historical resource.**

The project site does not contain an existing or potential landmark, point of interest, or historic resource, and it is not located within an existing, proposed, or potential Historic District. Therefore, the proposed project will not cause a substantial adverse change in the significance of a historical resource.

WHEREAS, the City Council finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this Resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this subdivision in particular; and

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

SECTION 1. Based on the entire record before the City Council and all written and oral evidence presented, including the City Council Staff Report and all attachments thereto, the City Council finds:

Consistent with California Government Code Section 66474, a legislative body of a city or county shall deny approval of a tentative map, or a parcel map for which a tentative map was not required, if it makes any of the following findings:

- a) **That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.**

As described in great detail in the Planning Commission Staff Report, (Sections 6(b), 6(c) and 6(e) and 7), the project is consistent with the general plan and zoning. The project site has a General Plan designation of Industrial Limited (ILM) and a zoning designation of Limited Manufacturing (M-L). The project site is not located within a Specific Plan area. The project is consistent with the General Plan Designation, zoning designation and applicable policies and regulations. Therefore, the project **does not** meet this finding which means the Project can be supported.

- b) **That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.**

The design and improvement of the proposed development is consistent with applicable provisions of the City's 2030 General Plan because the proposed subdivision and industrial use supports the proposed development improvements, with the required infrastructure. Therefore, the project **does not** meet this finding which means the Project can be supported.

- c) **That the site is not physically suitable for the type of development.**

The site is physically suitable for the proposed type of development because the division of land includes an industrial project that is consistent with the Limited Manufacturing (M-L) zone development standards and has been designed to be architecturally compatible with the character of the surrounding neighborhood. The site is physically suitable for the proposed type of development because the site is relatively level and is not subject to soil and/or geologic conditions indicating substrate instability. Therefore, the project **does not** meet this finding which means the Project can be supported.

- d) **That the site is not physically suitable for the proposed density of development.**

The site is physically suitable for the proposed density of the development. The proposed subdivision and industrial buildings will be located on a 4.16-acre (181,432 square-feet) lot. The Zoning Code allows a maximum of 50% lot coverage. The development proposed under the Special Use Permit includes 74,770 square-feet of development, which represents approximately 35.8% lot coverage. The proposed facility is consistent with applicable City standards (see Staff Report). The Project has been designed to be consistent with the development and design standards included within the Zoning Code, including, but not limited to, maximum building height, front, side and rear setbacks, lot coverage, landscaping, parking standards, and equipment screening standards. The project site has

direct access from Graves Avenue and Santiago Court via driveways to the 170 space parking area. The parking area and the perimeter of the site include landscaping to screen the proposed development from the roadways. Thus, the site for the proposed industrial facility is physically suitable for the proposed density of the development. Therefore, the project **does not** meet this finding, which means the Project can be supported.

- e) **That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.**

The design of the proposed land division and parcel improvements is not likely to cause substantial environmental damage or substantially and inavoidably injure fish or wildlife or their habitat because it is located within a developed urban area of the City that contains no environmentally sensitive habitat and/or species. The project has been found to be exempt from CEQA pursuant to Section 15301, which applies to the subdivision of existing commercial buildings. Therefore, the **project does** not meet this finding which means the Project can be supported.

- f) **That the design of the subdivision or type of improvements is likely to cause serious public health problems.**

Pursuant to the 2030 General Plan land use designation of Industrial Limited (ILM), the proposed use of the project site as an industrial development with associated site improvements is an allowed use. The surrounding uses are characterized by business research park, light industrial, and residential uses. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the local Building, Fire, and Traffic Codes. The proposed development will be consistent with the existing light industrial development adjacent to the project site. The project site is located across Graves Avenue from existing apartment buildings that are generally screened by landscape trees in the parkway. The proposed industrial development will also be screened from the roadway by landscaping along Graves Avenue and Santiago Court. Therefore, the proposed use and improvements will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare. Therefore, this project **does not** meet this finding, which means the Project can be supported.

- g) **That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. In this connection, the governing body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction and no authority is hereby granted to a legislative body to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision.**

The design of the proposed land division and parcel improvements will not conflict with easements, acquired by the public-at-large, for access through or use of property within the subdivision because, as conditioned, no buildings would be located in the area of the existing public utilities easements, all blanket easements or other easement that are no longer needed by the City shall be abandoned, and there is no need for new or additional easement(s) for the public-at-large. The City Council of the City of Oxnard finds that the proposed division of land complies with requirements established by the Subdivision Map Act and this chapter, including but not limited to requirements as to area, improvement and design, floodwater drainage control, appropriate improved public roads, sanitary disposal facilities, water supply availability, and environmental protection. Therefore, this project **does not** meet this finding which means the Project can be supported.

SECTION 2. The City Council, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment and is categorically exempt from CEQA pursuant to Article 19, Section 15301 (Class 1) of the State CEQA Guidelines. This section pertains to projects characterized as the subdivision of existing commercial buildings, meeting certain conditions as described in the findings contained within this resolution. The project will not result in any significant effects relating to traffic, noise, or air quality. The City Council has determined that there is no substantial evidence that the project will have a significant effect on the environment and no Exceptions to the Exemptions (Section 15300.2) apply to defeat the Exemption. The Planning & Environment Services Manager is hereby authorized to file a Notice of Exemption with the Ventura County Clerk pursuant to Section 15602 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption of this Resolution.

SECTION 3. Based on the findings set forth herein, the City Council approves Planning and Zoning Permit No. 22-300-02 (Tentative Subdivision Map), subject to the attached conditions of approval.

SECTION 4. The Secretary shall certify the adoption of this Resolution.

**CONDITIONS OF APPROVAL FOR TENTATIVE TRACT MAP NO. 6062
(PLANNING AND ZONING PERMIT NO. 22-300-02)**

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division

DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated January 2, 2024, (“the plans”) on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager (“Planning Manager”) or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, *G-2*)
3. By commencing any activity related to the Project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, *G-5*)
4. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, *G-7*)
5. Developer shall complete the “Notice of Land Use Restrictions and Conditions” form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, *G-8*)
6. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code. (PL/B, *G-9*)
7. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code.

(CA, G-14)

8. An approved tentative map shall expire thirty-six (36) months after its approval, unless an extension is applied for and approved by the City Council pursuant to Section 15-46 of the City Code.

PLANNING DIVISION CONDITIONS

9. This permit is granted subject to the approval of a Special Use Permit (PZ 23-500-08) for the project property. (PL)
10. All conditions of Special Use Permit No. 23-500-08 shall apply to this permit.
11. Prior to recordation of the Final Map, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, *PL-16*).
12. Developer shall provide utility meters, mailboxes and address directories, placed in decorative cabinets and clustered for efficient access for residents and service persons. Developer shall coordinate placement and design of such items accordingly, with the Planning Division Manager, the appropriate utility service provider and the United States Postal Service, prior to issuance of building permits. (PL, *PL-19*)
13. Developer shall establish a property owners association and the association shall be responsible for the maintenance of parking, landscape, recreation and other interior areas held in common by the association and for the enforcement of Conditions Covenants & Restrictions related to property maintenance. (PL/DS, *PL-33*)
14. The property owner and/or property owners' association shall be responsible for creating and implementing a Parking Management Plan which shall consist of designating which tenant will use which parking space in order to assure that vehicle spaces correspond with on-site uses. The Parking Management Plan shall be submitted to the Planning Division for review and approval prior to the issuance of the first Certificate of Occupancy.

ENVIRONMENTAL RESOURCES CONDITIONS

15. Property owner and/or property owners' association shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Developer shall arrange for self-hauling. Regardless of hauling methods, all materials collected must be conveyed to the Del Norte Regional Recycling and Transfer Station.
16. Covenants, conditions and restrictions ("CC&Rs") shall be developed for the project necessitate that the homeowner's association or property management make provisions to divert a minimum of 50% while striving for 75% diversion of waste material generated at

this location in perpetuity. This can be achieved by subscribing to the City's residential curbside or mandatory commercial recycling services and through annual tenant education that may include source reduction, recycling, reuse, and organics collection requirements.

DEVELOPMENT SERVICES DIVISION CONDITIONS

17. Developer agrees, as a condition of approval of this resolution, to indemnify, defend and hold harmless, at Developer's expense, City and its agents, officers and employees from and against any claim, action or proceeding commenced within the time period provided for in Government Code Section 66499.37, to attack, review, set aside, void or annul the approval of this resolution or to determine the reasonableness, legality or validity of any condition attached thereto. City shall promptly notify Developer of any such claim, action or proceeding of which City receives notice, and City will cooperate fully with Developer in the defense thereof. Developer shall reimburse City for any court costs and attorney's fees that City may be required to pay as a result of any such claim, action or proceeding. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve Developer of the obligations of this condition. Developer's acceptance of this resolution or commencement of construction or operations under this resolution shall be deemed to be acceptance of all conditions thereof. (DS-18)
18. Prior to approval of the final map or parcel map, Developer shall provide the City Engineer with written evidence from the Ventura County Clerk's Office that Developer has executed and filed with the Clerk all certificates, statements and securities required by Government Code Sections 66492 and 66493. (DS-26)
19. Prior to final map recordation, Developer shall provide City with a copy of the Project Covenants, Conditions, and Restrictions (CC&Rs). (DS)
20. Project CC&Rs shall incorporate language regarding the easements and maintenance responsibilities for the common and shared subsurface, surface, and improvements. (DS)
21. Project CC&Rs shall incorporate language regarding the landscape irrigation and maintenance responsibilities for each lot for the common landscape area. (DS)
22. Project CC&Rs shall incorporate language regarding the shared portion of the building components. (DS)
23. Project CC&Rs shall incorporate language regarding maintenance responsibilities for each water service for each condominium unit. Each unit shall have its own water service with backflow device. (DS)
24. Prior to release of the map for recordation, Developer shall provide the City Engineer with an updated 100-scale base map for addressing purposes that reflects the condominium units. The City will assign any new addresses. (DS)

25. Prior to release of the map for recordation, Developer shall post security satisfactory to the City Attorney guaranteeing that all survey monuments will be set as required by the Government Code and the City Code or shall set all such monuments prior to map recordation. (DS)
26. Prior to map for recordation, Developer shall complete all improvements as required by DWG 21-18A and close out site improvement and building permits, and obtain building occupancy certificate(s). (DS)
27. Developer shall provide additional sidewalk easements for the portion of the existing public sidewalks that are not already an existing sidewalk easement or public right-of-way. (DS)
28. Prior to recordation of the Final Map, Developer shall perform a 2-inch grind and overlay, curb to curb, using rubberized asphalt for Santiago Court and Graves Avenue along the project frontages and conform to the edge of the pavement completed by the Public Works 2022 resurfacing project. Developer shall coordinate with the City Inspector on the limits prior to paving. (DS)

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Oxnard, State of California, held on the 2nd day of January, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

John C. Zaragoza, Mayor

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro, City Clerk

Stephen M. Fischer, City Attorney

Santiago Industrial Suites Tentative Map

1400 Graves Ave and 2301 Santiago Ct

Planning and Zoning Permit Nos.:
22-300-03 (Tentative Subdivision Map)

Applicant: Eric Zentner, California Commercial Investment Companies

Jay Dobrowalski, Planning Supervisor

City Council Hearing
January 2, 2024

Project Description

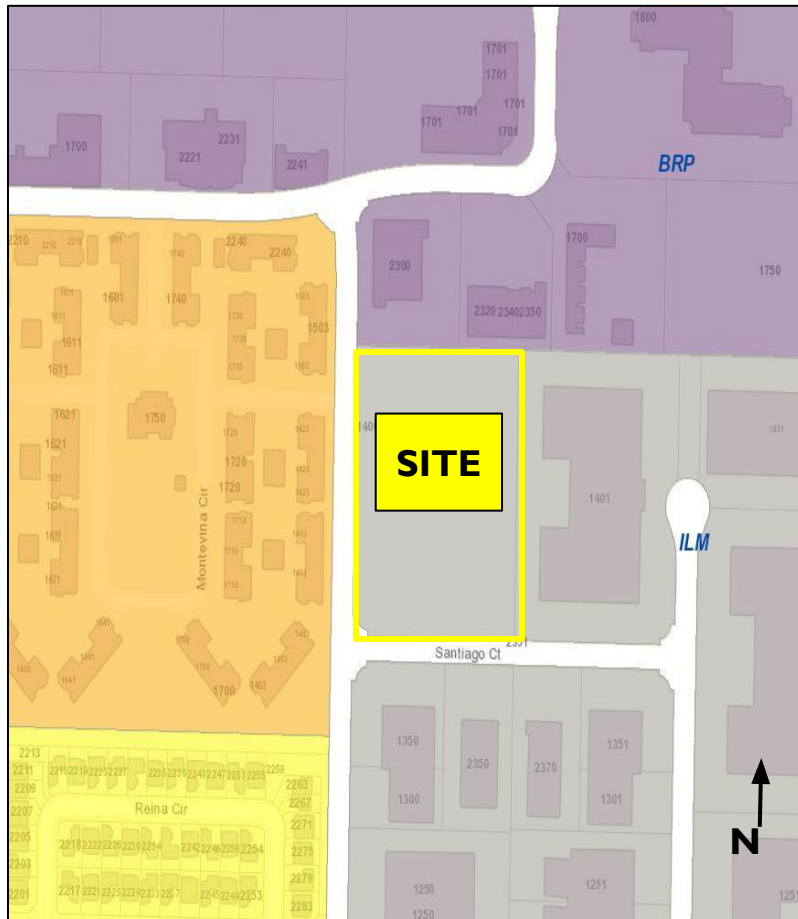
- Tentative Subdivision Map to subdivide a 4.16-acre lot for condo purposes
- Site has two industrial buildings (recently permitted and under construction)
 - Building A: 42,500 sq.ft. total with mezzanine
 - Building B: 32,270 sq.ft. without a mezzanine
 - Each building has 12 tenant spaces with office space, restroom and open space with a roll up garage door;
 - 170 parking spaces onsite;
- Condo map would create 24 lots matching the spaces and 1 common area for access, parking, landscaping
- Special Use Permit is required for the condominium subdivision and was granted by Planning Commission

Project Location

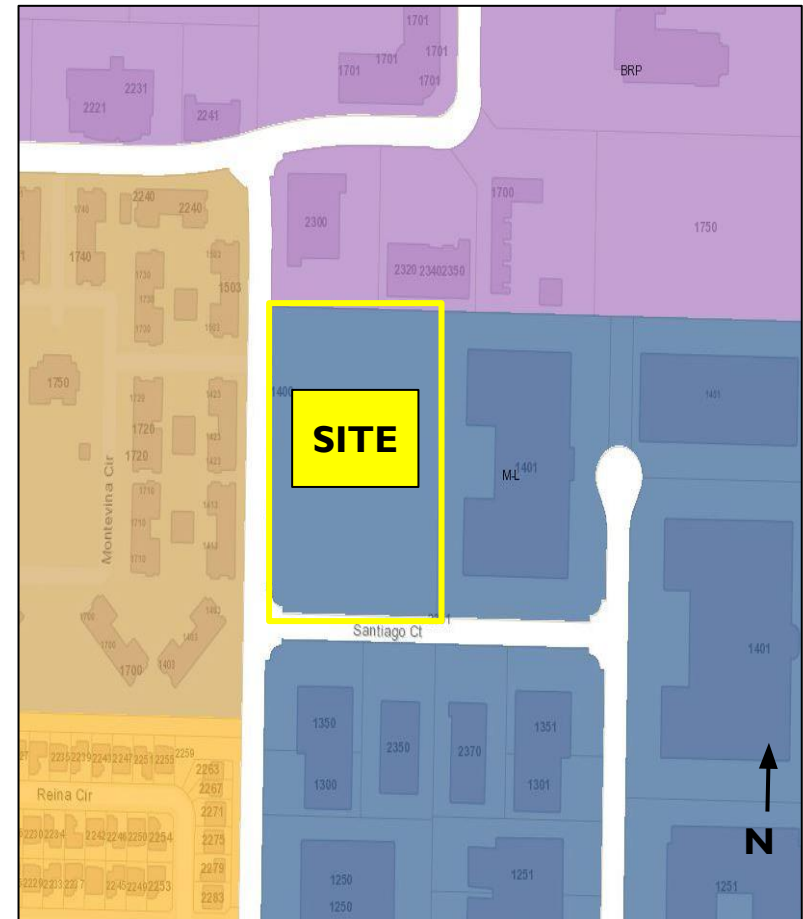


General Plan and Zoning

2030 General Plan:
Light Industrial (ILM)



Zoning Designation:
Limited Manufacturing (M-L)



Existing Site

Subject Site: 2301 Santiago Court

Surrounding Uses:

LOCATION	GENERAL PLAN	ZONING	EXISTING LAND USE
Project Site	Industrial Limited (ILM)	Limited Manufacturing (M-L)	Industrial Buildings (under construction)
North	Business Research Park (BRP)	Business Research Park (BRP)	Nursing school, Buddhist Center
South	Industrial Limited (ILM)	Limited Manufacturing (M-L)	Air conditioning contractor, fabricator
East	Industrial Limited (ILM)	Limited Manufacturing (M-L)	Meathead Movers
West	Residential Medium (RM)	Garden Apartment, Planned Development Overlay (R-3-PD)	Apartments

Rendering

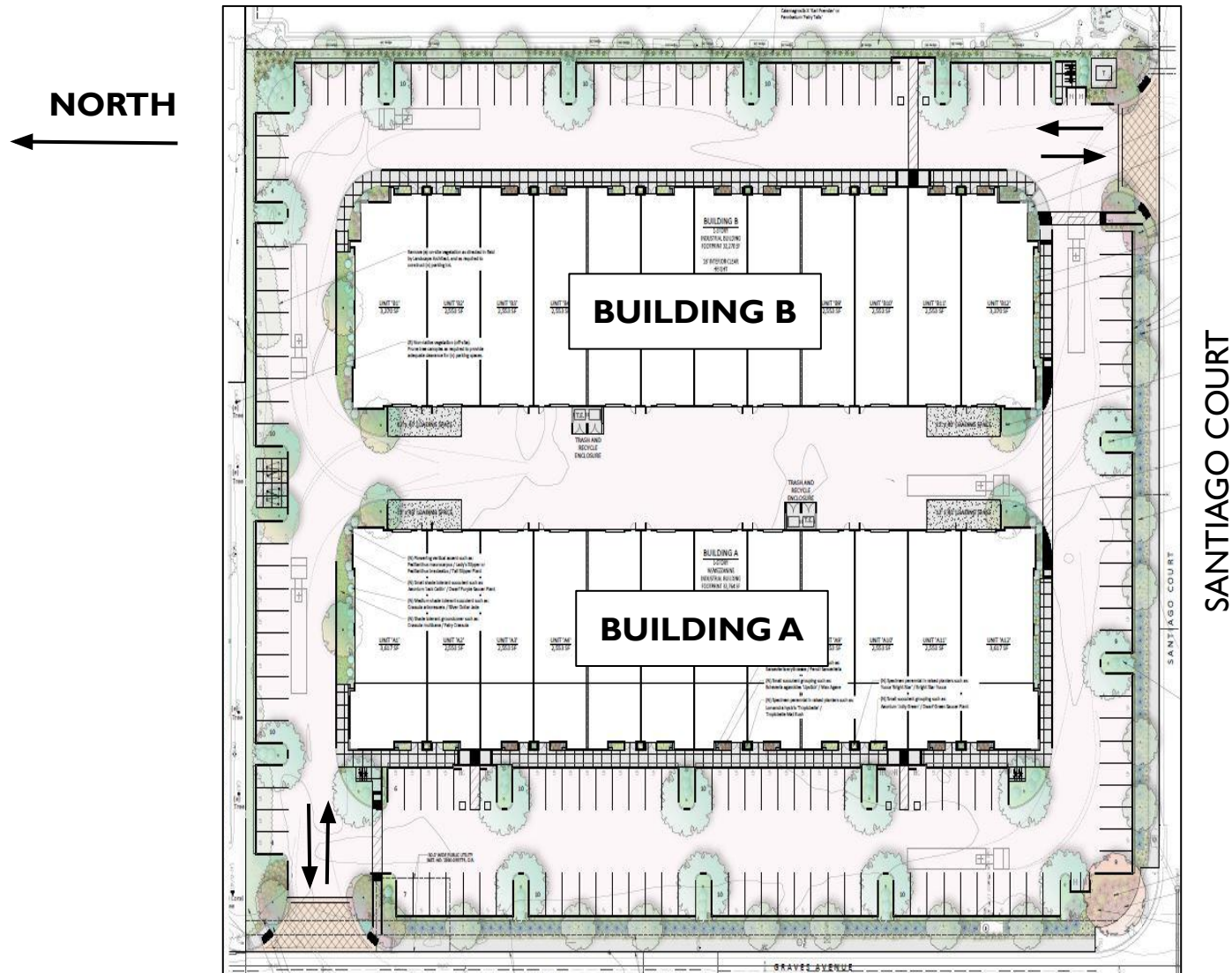


View from Graves Ave and Santiago Ct looking northeast

Planning Commission Background

- November 16, 2023 PC considered project
- Planning Commission granted a Special Use Permit for the existing two building industrial development. The SUP allows:
 - Building A: 42, 500 sq.ft. total with mezzanine;
 - Building B: 32,270 sq.ft. without a mezzanine;
 - Each building has 12 tenant spaces with office space, restroom, and open space with a roll up garage door;
 - 170 parking spaces onsite; and
 - Trash enclosures and landscaping.
- PC recommended the City Council approve the Tentative Subdivision Map to subdivide the lot for condominium purposes.

Site Plan



GRAVES AVENUE

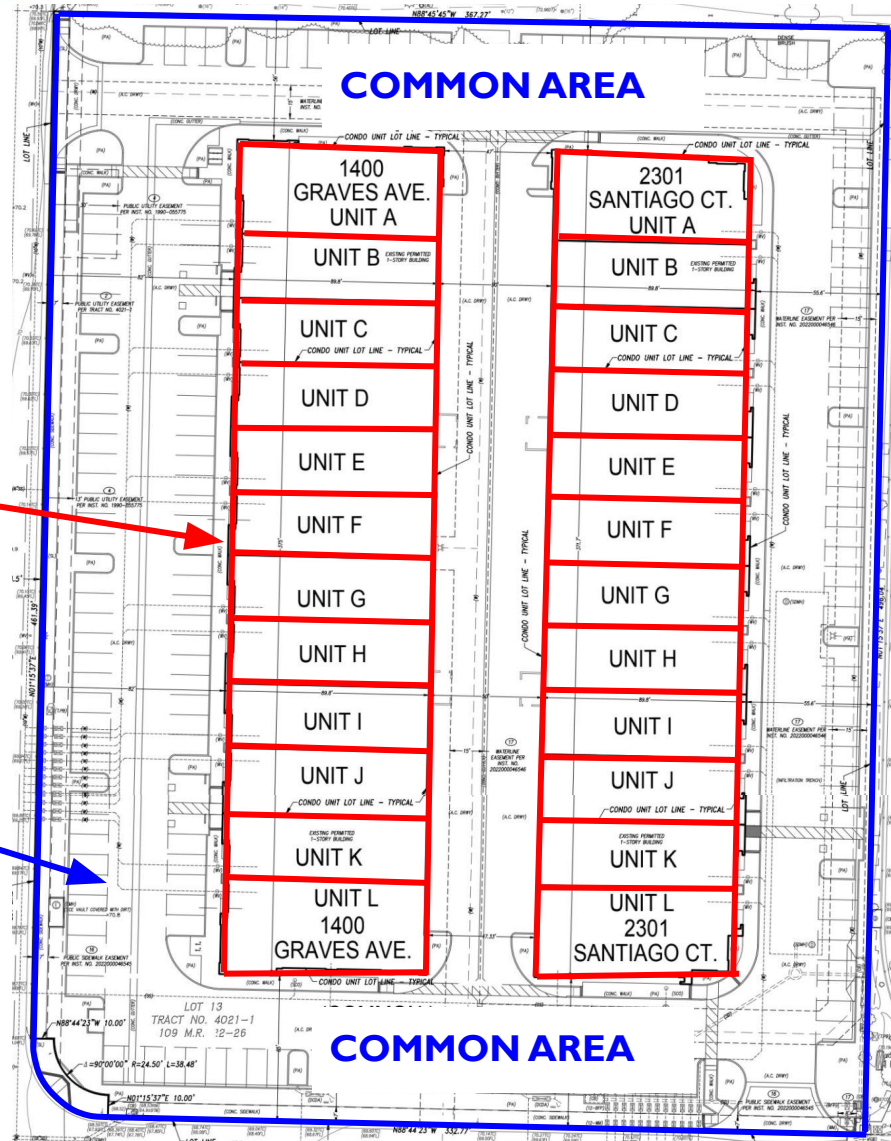
Condo Map

CONDO MAP WILL CREATE:

**24 TENANT SPACES
I COMMON AREA**

**TENANT
SPACES**

**COMMON
AREA**



188



Site Photograph



View from Graves Ave and Santiago Ct looking northeast

Environmental Review

- In accordance with Section 15301 (Class 1, Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines, projects characterized as the subdivision of existing commercial buildings may be found to be exempt from the requirements of CEQA.
- The project includes a subdivision of existing commercial buildings for condominium purposes.
- No Exceptions to the Exemptions (§15300.2) apply to defeat the Exemption.
- No substantial evidence the project will have a significant effect on the environment.
- A Notice of Exemption will be filed.

Key Conditions of Approval

- Condition #9:
Granted subject to approval of Special Use Permit.
- Condition #13
Property owners association (POA) to maintain common area.
- Condition #14:
POA to implement a Parking Plan.
- Condition #19
Developer shall provide Covenants, Conditions and Restrictions to City.
- Condition #28:
Developer shall grind and asphalt the roadway frontage.

Public Comments

- Notice of this City Council hearing was provided:
 - Newspaper;
 - On-site posting; and
 - Mailed to property owners within 300 feet.
- To date, staff has not received public comments regarding the project.

Staff Recommendation

That the City Council:

- a) Conduct a public hearing;
- b) Find the project to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301(k) (Existing Facilities); and,
- c) Adopt a resolution approving Planning and Zoning Permit No. 22-300-03 for a Tentative Subdivision Map (Tentative Tract Map No. 6062), subject to certain findings and conditions.

End of Staff Presentation