

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

G.1 Ratification of Severe Storms Director Orders – 2nd Update

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 16, 2024

Closed Session - 5:30 PM
Regular Meeting - 6:00 PM

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 830 2995 9032
3. Passcode: 696889

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room. Press *6 when asked to unmute. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

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

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

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

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.
2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING
 - a. Submit a request to speak remotely by 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/citymeetings.
 - b. Submit an email to cityclerk@oxnard.org by 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
 - c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

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

Agenda Item Time Estimates include: (Minutes for Presentation + Council Discussion + Public Comment)

3. PROVIDE PUBLIC COMMENT REMOTELY DURING THE MEETING

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

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

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

A. ROLL CALL, POSTING OF AGENDA

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (5:30 PM)

1. CONFERENCE WITH LABOR NEGOTIATORS (Government Code section 54957.6) Agency Designated Representatives: Alex Nguyen, City Manager; and Steve Naveau, Director of Human Resources Employee Organizations: Service Employees International Union CTW, CLC, Local 721 (SEIU Local 721); International Union of Operating Engineers AFL-CIO, Local No. 501 (IUOE Local 501); International Association of Firefighters, AFL-CIO (IAFF), Local No. 1684; Oxnard Public Safety Managers Association (OPSMA); Oxnard Peace Officers Association (OPOA); Oxnard Mid-Managers' Association; (OMMA)
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 February 2, 2024, as "World Wetlands 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 Director Orders.

RECOMMENDATION: That the City Council:

1. Adopt a Resolution Ratifying:

- a. Director Order 24-01 waiving fees for damaged or lost solid waste containers and various fees necessary to obtain damage repair and restoration permits; and
- b. Director Order 24-02 authorizing the payment of relocation benefits for individuals displaced as a result of severe flooding; and
- c. Director Order 24-03 suspending street sweeping citations for vehicles rendered inoperable due to severe flooding.

2. Extend the 10% price increase limit on certain goods and services during the Local Emergency for an additional 30 days.

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.

1. City Clerk Department

SUBJECT: Appointment of Member to Serve on the City's Planning Commission (CAGs). (5 minutes)

RECOMMENDATION: That the Mayor, with the approval of the City Council, appoint James Schuelke to the Planning Commission representing District 5.

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

<https://youtu.be/Un3noNXflb0>

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

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 19, 2023, regular meetings as presented.

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

2. Police Department

SUBJECT: FY2023 Community Oriented Policing Services (COPS) Hiring Program.

RECOMMENDATION: That City Council:

1. Ratify the prior execution and submission of an application for \$750,000 in grant funds from the U.S. Department of Justice, Office of Community Oriented Policing Services FY 2023 COPS Hiring Program;
2. Authorize the City Manager or designee to execute grant agreements and appropriate funds upon notification of the grant award;
3. Authorize the Chief Financial Officer or designee to submit financial reports and grant claims and approve a budget appropriation for the use of CHP funds upon award; and
4. Authorize the Chief of Police or designee to submit all program related progress or status reports.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

3. Public Works Department

SUBJECT: Agreement 32400323 with Filippin Engineering, Inc. for Construction Management Services for Arterial Street Resurfacing East and West Gonzales Road and Oxnard Boulevard Street Improvement Project, Specification No. PW 23-100.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Filippin Engineering, Inc. in the amount of \$941,400 for construction management services for Arterial Street Resurfacing East and West Gonzales Road and Oxnard Boulevard Street Improvement Project, Specification No. PW 23-100.

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

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

4. Community Development Department

SUBJECT: Planning and Zoning Permit (PZ) No. 20-300-04 Final Map No. 6054 as modified by PZ No. 21-550-03 (Major Modification), for a proposed 27 home subdivision. Filed by Henry Casillas, on behalf of the property owner, 451 West Fifth Street, Oxnard, California 93030.

RECOMMENDATION: That the Oxnard City Council:

1. Accept Final Map 20-300-04 for the Encanto Homes Subdivision; and
2. Receive and file a “Notice of Pending Approval” for Final Map 20-300-04 by the Community Development Director including signature of “City Council’s Certificate” on the title sheet; and
3. Authorize the City Clerk to sign the “Abandonment Certificate” for the vacation of roadway and utility easements to the City of Oxnard.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Jeff Pengilley, (805) 385-8208

5. Housing Department

SUBJECT: License Agreement with the Downtown Oxnard Merchants Association for the operation of a Certified Farmers Market at Plaza Park.

RECOMMENDATION: That the City Council approve a License Agreement in the amount of \$1.00 annually plus 15% of gross revenues above \$2,850.00 with the Downtown Oxnard Merchants Association ensuring the operation of a Certified Farmers Market at Plaza Park.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

L. REPORTS

1. Public Works Department

SUBJECT: Blanket Purchase Order with Granite Construction Co. for the Purchase and Delivery of Asphalt and Aggregate Materials. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize a Blanket Purchase Order with Granite Construction Co. for a total amount not to exceed \$50,000 through June 30, 2024, for the purchase and delivery of asphalt and aggregate materials to various City locations within streets, alleyways, and parking lots.

(This item did not originate in Committee since it is an existing purchase of goods already included in the FY 2023-24 City Council-approved budget.)

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

<https://youtu.be/RFXjn7i7nhA>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

M. ADJOURNMENT



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

DATE: January 16, 2024
TO: City Council
FROM: Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org
SUBJECT: Ratification of Severe Storms Director Orders.

RECOMMENDATION

That the City Council:

1. Adopt a Resolution Ratifying:

- a. Director Order 24-01 waiving fees for damaged or lost solid waste containers and various fees necessary to obtain damage repair and restoration permits; and
- b. Director Order 24-02 authorizing the payment of relocation benefits for individuals displaced as a result of severe flooding; and
- c. Director Order 24-03 suspending street sweeping citations for vehicles rendered inoperable due to severe flooding.

2. Extend the 10% price increase limit on certain goods and services during the Local Emergency for an additional 30 days.

BACKGROUND

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

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 assessments indicate that 196 structures have been reported to have some level of damage -- some reporting

water intrusion between 6 and 36 inches. In addition to the damaged structures, 379 vehicles have been reported to be damaged.

As a result of the emergency, the Director proclaimed the existence of a local emergency (the "Local Emergency") on December 27, 2023 ("Emergency Proclamation"). The City Council ratified the Emergency Proclamation on January 2, 2024.

Director Order 24-01

As a result of the Local Emergency, residents have reported lost or damaged solid waste containers. Further, residents whose homes have been impacted by the Local Emergency must obtain various damage repair and restoration permits to comply with local, state, and federal laws.

On January 4, 2024, the Director issued Order 24-01, waiving fees for damaged or lost solid waste containers and various fees necessary to obtain damage repair and restoration permits. Under Order 24-01:

1. The Director may waive all fees associated with the need to replace the following lost or damaged solid waste containers identified in Ordinance 2861, Part 2, Section 2: Residential 95-gallon, Residential 65-gallon, Commercial 2-cubic yard, Commercial 4-cubic yard, Industrial 1-cubic yard, Industrial 13.4 cubic yard, Industrial 30 cubic-yard, and Industrial 4-cubic yard; and
2. The Director may waive all City fees necessary to obtain flood damage repair and restoration permits from the City, including but not limited to: Building, Electrical, Mechanical, Energy, and Plumbing permit and plan check fees; document imaging and permit issuance fees, permit center improvement surcharge fees, general plan maintenance fees, and planning division plan review fees. The waiver does not include outside agency pass-through fees, which typically amount to less than \$5.00 per permit issuance.

Director Order 24-02

On January 3, 2024, City staff yellow-tagged 18 ground-floor apartment units at Marina Vista Apartments, declaring the units uninhabitable due to conditions resulting from the Local Emergency. The displacement impacted over 50 residents.

On January 4, 2024, the Director issued Order 24-02 authorizing the Director to provide relocation benefits necessary to provide temporary housing for the displaced residents of Marina Vista Apartments.

Pursuant to Oxnard City Code Section 6-3(C)(1), the Director must, at the earliest practicable time, request the City Council ratify Orders 24-01 and 24-02.

Director Order 24-03

With nearly 400 vehicles being reported as damaged through the city due to the Local Emergency, on January 11, 2024, the Director issued Order 24-03 suspending street sweeping citations for vehicles rendered inoperable due to severe flooding until February 12, 2024.

Extension of Violations and Unfair Pricing

Oxnard City Code Section 6-8 et seq. limits price increases of certain goods and services to 10% during a Local Emergency. Specifically, Section 6-8(B) limits price increases for goods or services used for emergency cleanup, emergency supplies, medical supplies, home heating oil, building materials, housing, transportation, freight, and storage services, or gasoline or other motor fuels. Section 6-8(C) limits price increases for hotels, motels and short-term rentals. These 10% price limits are in place for 30 days following the declaration of Local Emergency unless extended by the City Council for an additional 30 days pursuant to Section 6-8(E). The Local Emergency remains in effect and the City Council meets again on February 6, 2024 – more than 30 days after the Declaration of Local Emergency. Therefore, on January 16, 2024 it is necessary for the Council to extend the price limits established by Section 6-8 et seq. through February 15, 2024.

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

While the exact costs associated with Director Order 24-01 are unknown at this time, the anticipated maximum impact of the permit fee waivers to the general fund is approximately \$40,000.00. The exact costs of providing temporary relocation benefits to displaced residents of Marina Vista Apartments are unknown at the time of the posting of this agenda.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Stephen Fischer, City Attorney, Alexander Nguyen, City Manager, Jason Zaragoza, Deputy City Attorney, Jeff Pengilley, Community Development Director, Michael Wolfe, Public Works Director

ATTACHMENTS

1. Resolution Ratifying Director Orders 24-01, 24-02, and 24-03
2. Director Order 24-01
3. Director Order 24-02
4. Director Order 24-03

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD RATIFYING DIRECTOR ORDERS ISSUED BY THE DIRECTOR OF EMERGENCY SERVICES WAIVING FEES FOR DAMAGED OR LOST SOLID WASTE CONTAINERS AND VARIOUS FEES NECESSARY TO OBTAIN DAMAGE REPAIR AND RESTORATION PERMITS AND AUTHORIZING THE PAYMENT OF RELOCATION BENEFITS FOR INDIVIDUALS DISPLACED AS A RESULT OF SEVERE FLOODING AND SUSPENDING STREET SWEEPING CITATIONS FOR VEHICLES RENDERED INOPERABLE DUE TO SEVERE FLOODING

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 (“Director”), to proclaim the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, on December 27, 2023, the Director of Emergency Services proclaimed the existence of a local emergency due to a severe rainstorm that commenced the week of December 18, 2023 producing more than 6 inches of rainfall in the city, 4.5 inches of which fell between 1:00 a.m. and 3:00 a.m. the morning of December 21, 2023 (“Local Emergency”); and

WHEREAS, on January 2, 2024, the City Council adopted Resolution No. 15,758, proclaiming the Local Emergency and ratifying the Director’s December 27, 2023 proclamation; and

WHEREAS, pursuant to Government Code section 8634, Resolution No. 15,758 and Chapter 6 of the City Code, the Director may promulgate orders and regulations necessary to provide for the protection of life and property and shall request the City Council to ratify such orders and regulations; and

WHEREAS, the Director has issued Orders No. 24-01, No. 24-02, and No. 24-03, attached as exhibits hereto in response to the Local Emergency.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that Orders 24-01, 24-02, and 24-03 issued by the Director and attached as **Exhibit A, Exhibit B, and Exhibit C** hereto are necessary to provide for the protection of life and property in response to the Local Emergency and are hereby ratified.

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PASSED AND ADOPTED THIS ____ day of _____ 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
[Director of Emergency Services Order 24-01]

EXHIBIT B
[Director of Emergency Services Order 24-02]

EXHIBIT C
[Director of Emergency Services Order 24-03]

CITY OF OXNARD

DIRECTOR ORDER NO. 24-01

**ORDER OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF
OXNARD WAIVING FEES FOR DAMAGED OR LOST SOLID WASTE
CONTAINERS AND VARIOUS FEES NECESSARY TO OBTAIN DAMAGE
REPAIR AND RESTORATION PERMITS**

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 ("Director"), to proclaim the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, on December 27, 2023, the Director proclaimed the existence of a local emergency ("Local Emergency") based on the following facts:

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, 2023; 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 ("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 County; and

WHEREAS, on January 2, 2024, the City Council of the City of Oxnard ratified the proclamation made by the Director, in part, based on the following additional facts:

Initial damage assessments indicated that 172 residential structures reported to have some level of water intrusion; and

Of those 172 structures, 36 of them reported water intrusion between 6 and 36 inches; and

In addition to the damaged structures, at least 324 vehicles were reported damaged; and

WHEREAS, on January 4, 2024, the City was provided an updated damage assessment indicating that 196 structures and 379 vehicles were reported damaged in the city.

rev. 2024

Dated: 1/04/2024 By: 
A l e x a n d e r N g u y e n
City Manager/Director of Emergency
Services
City of Oxnard

ATTEST:

APPROVED AS TO FORM:


City Clerk


City Attorney

CITY OF OXNARD

DIRECTOR ORDER NO. 24-02

ORDER OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD AUTHORIZING THE PAYMENT OF RELOCATION BENEFITS FOR INDIVIDUALS DISPLACED AS A RESULT OF SEVERE FLOODING

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 (“Director”), to proclaim the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, on December 27, 2023, the Director proclaimed the existence of a local emergency (“Local Emergency”) based on the following facts:

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, 2023; 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 (“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 County; and

WHEREAS, on January 2, 2024, the City Council of the City of Oxnard ratified the proclamation made by the Director, in part, based on the following additional facts:

Initial damage assessments indicated that 172 residential structures reported to have some level of water intrusion; and

Of those 172 structures, 36 of them reported water intrusion between 6 and 36 inches; and

In addition to the damaged structures, at least 324 vehicles were reported damaged; and

WHEREAS, on January 4, 2024, the City was provided an updated damage assessment indicating that 196 structures and 379 vehicles were reported damaged in the city.

WHEREAS, on January 3, 2024, City staff yellow tagged 18 ground floor apartment units at Marina Vista Apartments declaring the units uninhabitable due to conditions resulting from the Local Emergency; and

WHEREAS, the displacement has so far impacted 52 residents who are now at serious risk of experiencing homelessness.

NOW, THEREFORE, THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD DOES HEREBY ORDER AS FOLLOWS:

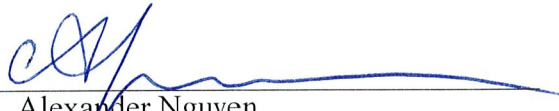
SECTION 1. The Director may provide relocation benefits necessary to provide temporary housing for the displaced residents of Marina Vista Apartments.

SECTION 2. This Order shall remain in effect during the period this Local Emergency exists and shall terminate upon City Council's determination that the Local Emergency no longer exists.

SECTION 3. This Order shall become effective immediately.

SECTION 4. This Order shall be given publicity and notice as required by Government Code section 8634.

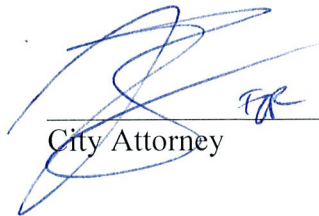
SECTION 5. The City Clerk shall certify to the adoption of this Order and shall cause a certified Order to be filed in the Office of the City Clerk.

Dated: 1/04/2024 By: 
Alexander Nguyen
City Manager/Director of Emergency
Services
City of Oxnard

ATTEST:

APPROVED AS TO FORM:


City Clerk


City Attorney

CITY OF OXNARD

DIRECTOR ORDER NO. 24-03

**ORDER OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF
OXNARD SUSPENDING STREET SWEEPING CITATIONS FOR VEHICLES
RENDERED INOPERABLE DUE TO SEVERE FLOODING**

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 (“Director”), to proclaim the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, on December 27, 2023, the Director proclaimed the existence of a local emergency (“Local Emergency”), which was ratified by the City Council of the City of Oxnard on January 2, 2024 in response to a severe rainstorm commencing on December 18, 2023 that 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, 2023; 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; and

WHEREAS, damage assessments indicate that 196 structures and 379 vehicles were reported damaged in the city; and

WHEREAS, as a result of the Local Emergency many vehicles are still inoperative and parked on streets throughout the city; and

WHEREAS, the Director desires to suspend the issuance of street sweeping citations for vehicles rendered inoperative due to the Local Emergency until those impacted have a reasonable amount of time to make arrangements to move their vehicles.

NOW, THEREFORE, THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD DOES HEREBY ORDER AS FOLLOWS:

SECTION 1. For vehicles rendered *inoperable due to the Local Emergency*, the issuance of parking citations for street sweeping violations is suspended until February 12, 2024.

SECTION 2. This Order shall become effective immediately.

SECTION 3. This Order shall be given publicity and notice as required by Government Code section 8634.

SECTION 4. The City Clerk shall certify to the adoption of this Order and shall cause a certified Order to be filed in the Office of the City Clerk.

rev. 2024

Dated: 1/10/2024 By: 
Alexander Nguyen
City Manager/Director of Emergency
Services
City of Oxnard

ATTEST:

APPROVED AS TO FORM:


City Clerk

 1/10/2024
City Attorney



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

DATE: January 16, 2024
TO: City Council
FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org
SUBJECT: Appointment of Member to Serve on the City's Planning Commission (CAGs). (5 minutes)

RECOMMENDATION

That the Mayor, with the approval of the City Council, appoint James Schuelke to the Planning Commission representing District 5.

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

<https://youtu.be/Un3noNXflb0>

BACKGROUND

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

DISCUSSION

The Planning Commission is charged with various functions and duties throughout the Oxnard City Code and the California Government Code, including preparing, reviewing and revising the City's General Plan; implementing that General Plan through various specific plans, zoning and subdivision ordinances; promoting the coordination of local plans and programs with the plans and programs of other public agencies; annually reviewing the City's capital improvement program for consistency with that General Plan; ensuring conformity with the General Plan for any real property acquired for public purposes or for any public building or structure constructed or authorized; and ensuring conformity with the General Plan for any real property disposed of or for any street vacated or abandoned.

The Planning Commission is composed of seven members, all of whom must reside in the City and be over the age of 18. For this purpose, Councilwoman Basua nominated James Schuelke to represent D5, who had passed the City's formal background check procedures.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Dee Lai, Assistant City Clerk

ATTACHMENTS

1. James Schuelke - Powerpoint

Appointment of Member to Serve on the City's Planning Commission

City Council

January 16, 2024

Dee Lai, Assistant City Clerk



That the Mayor, with the approval of the City Council, appoint James Schuelke to the Planning Commission representing District 5.

PLANNING COMMISSION

Function	1. In charged with various functions and duties throughout the Oxnard City Code and the California Government Code. 2. Preparing, reviewing, and revising the City's General Plan. 3. Implementing the General Plan through various specific plans, zoning, and subdivision ordinances. 4. Promoting the coordination of local plans and programs with the plans and programs of other public agencies. 5. Annually reviewing the City's capital improvement program for consistency with that General Plan. 6. Ensuring conformity with the General Plan for any real property acquired for public purposes or any public building or structure constructed or authorized. 7. Ensuring conformity with the General Plan for any real property disposed of or for any street vacated or abandoned.
Requirements	Seven members must reside in City and be over age 18.
Nomination	Councilwoman Basua nominates James Schuelke (District 5)



THE END



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

DATE: January 16, 2024
TO: City Council
FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org
SUBJECT: Approval of Minutes.

RECOMMENDATION

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

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Dee Lai, Assistant City Clerk

ATTACHMENTS

1. 12 19 2023 Council Minutes

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
December 19, 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, Mayor Pro Tem Bryan A. MacDonald and Mayor John C. Zaragoza were present.

Councilwoman Basua arrived at 4:36 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: Donald Miller v. City of Oxnard
Workers' Compensation Case No. ADJ11415337
Legislative Body: City Council
2. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of case: Robert Roldan v. City of Oxnard
Workers' Compensation Case Nos. ADJ12676806
Legislative Body: City Council
3. CONFERENCE WITH LABOR NEGOTIATORS (Government Code section 54957.6)
Agency designated representatives: Alex Nguyen, City Manager, Jason Benites, Police Chief, and Steve Naveau, Director of Human Resources.
Employee Organization: Oxnard Peace Officers Association (OPOA)
Legislative Body: City Council

At 4:32 p.m., the City Council recessed into a closed session. At 5:32 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 items C.1., C.2. and C.3.

D. APPOINTMENT ITEMS (5:30 PM)

1. Public Works Department
SUBJECT: Update on Bicycle and Pedestrian Improvements.
RECOMMENDATION: That the City Council receive a verbal update on bicycle and pedestrian improvements.

Michael Wolfe, Public Works Director, presented an update on bicycle and pedestrian improvements.

Public comment was received from Bryan Rodriguez.

E. OPENING CEREMONIES (6:00 PM)

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

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a **Resolution No. 15,753** Commending Kathleen Franco for Twenty-Two Years of Exemplary Service as a Crossing Guard for the Oxnard Police Department.

Mayor Zaragoza read the Proclamation and delivered it to Chief Benites and Officer Edgar Fernandez on behalf of Kathleen Franco, who was not in attendance. Chief Benites and Officer Edgar Fernandez joined the Council on the dais to accept the Proclamation and speak briefly.

No public comments were received.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from William Rogers, Karla Alejandra, Daniela Aguirre, Charles McLaughlin, Rafael Ochoa, Steven Gama, and Greg Runyon.

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

1. City Manager Department

SUBJECT: Local Government Fun Fact: From local origin to global impact; a design fun fact.

RECOMMENDATION: That the public and City Council receive a City Manager discussion on the topic: From local origin to global impact; a design fun fact.

Alex Nguyen, City Manager, provided information on the local origin to global impact of the McDonald's design logo.

No public comments were received.

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

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

No public comments were received.

J. REVIEW OF INFORMATION/CONSENT AGENDA

Items L-1 through L.12 were discussed among the Council and staff.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Ronald Arruejo and Greg Runyon.

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of November 21, 2023, regular meetings as presented.

2. Finance Department

SUBJECT: AB1600 Annual and Five-Year Report for Development Impact and In-Lieu Fees for the fiscal year and five years ending June 30, 2023 (20 minutes).

RECOMMENDATION: That the City Council receive and file the AB1600 annual development impact fee report and the five-year report for the fiscal year ended June 30, 2023.

(As of the posting of this agenda, there was not yet an outcome from the Finance and Governance Committee.)

3. Police Department

SUBJECT: Resolution Commending Nellie Estrada for over Thirty-Six Years of Service to the City of Oxnard.

RECOMMENDATION: That the City Council adopt a **Resolution No. 15,754** commending Nellie Estrada for over thirty-six years of service to the City of Oxnard.

(This item did not originate in Committee.)

4. Police Department

SUBJECT: Federal and State Asset Forfeiture Funds

RECOMMENDATION: That the City Council approve a budget appropriation in the amount of \$200,000 for the use of Federal (Fund 191 - \$140,000) and State (Fund 192 - \$60,000) Asset Forfeiture Funds allocated to the City of Oxnard's Police Department.

(This item did not originate in the Committee.)

5. Fire Department

SUBJECT: Authorization to submit grant applications to Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (Matching requirement of up to \$193,815.03)

RECOMMENDATION: That the City Council authorizes:

1. The submission of seven (7) grant applications to the FEMA Assistance to Firefighters Grant (AFG) for \$1,948,632, including a 10% local match for the purpose of procuring fifty (50) sets of structural firefighting turnouts, a paramedic squad, paramedic training, EMS training equipment, and USAR, HazMat and Fire Prevention training;
2. The submission of a Fire Prevention and Safety (FP&S) grant application in an amount not to exceed \$350,000, including a 5% match for the installation of 5,000 combination smoke and carbon monoxide detectors.
3. The City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
4. The Chief Financial Officer or designee to submit financial reports and grant claims for the use of match and grant funds and perform all other required financial actions; and
5. The Fire Chief or designee to submit non-financial reports.

(The Finance and Governance Committee approved 3-0 on November 28, 2023)

6. Police Department

SUBJECT: Sintra Group Agreement

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Sintra Group for a three (3) year term, with a total amount not to exceed \$800,000, for Police and Fire Department pre-employment background investigation services.

(This item did not originate in Committee.)

7. City Manager Department

SUBJECT: Updates to Citizen Advisory Group (CAG) Bylaws.

RECOMMENDATION: That the City Council adopt a **Resolution No. 15,755** incorporating modifications to the existing Citizen Advisory Group (CAG) uniform bylaws.

(The Finance and Governance Committee approved 2-0 on November 28, 2023.)

8. City Manager Department

SUBJECT: List of City Manager Approved Contracts - Informational Only.

RECOMMENDATION: That the City Council receive and file the list of City Manager approved contracts for the period July 1, 2023 through November 30, 2023.

(This item did not originate in Committee.)

9. Human Resources Department

SUBJECT: License for NEOGOV Human Resources Management System (HRMS) Software

RECOMMENDATION: That City Council approve and authorize the Mayor to execute Agreement No. 32400308 with Governmentjobs.com, Inc. (“NEOGOV”) in the amount of \$128,548.44 for Human Resources Management System (HRMS) software.

(This item did not originate in Committee.)

10. Public Works Department

SUBJECT: Agreement 32400196 with South Coast, LLC dba South Coast Emergency Vehicle Service for Maintenance, Inspection and Repair of Pierce Fire Apparatuses for the City's Fire Department.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with South Coast, LLC dba South Coast Emergency Vehicle Service 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 \$900,000 for the maintenance, inspection and repair of the City's Fire Department Pierce fire apparatuses on an on-call/as needed basis.

(Public Works and Transportation Committee approved 3-0 on November 28, 2023)

11. Public Works Department

SUBJECT: Blanket Purchase Order with Flo-Systems Inc. for a Wastewater Effluent Pump and

Right Angle Gear and Future Supplies.

RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to execute a Blanket Purchase Order with Flo-Systems Inc. in the amount of \$400,000 for the purchase of pumps, angle gears and supplies for the Wastewater Division through June 30, 2024.

(Public Works and Transportation Committee approved 3-0 on November 28, 2023)

12. Community Development Department

SUBJECT: Adoption of a resolution Extending the Deadline to Establish an Online Permitting System for Post-Entitlement Phase Permits Under California Government Code Section 65913.3.5.(AB 2234)

RECOMMENDATION: That the City Council:

1. Find the project to be Categorically Exempt from review under the California Environmental Quality Act (CEQA) Guidelines, Section 15060 (c) (2) and Section 15378;
2. Adopt a **Resolution No. 15,756** to extend the Deadline to Establish an Online Permitting System for Post-Entitlement Phase Permits Under California Government Code Section 65913.3.5.(AB 2234)

(This item did not originate in Committee.)

Consent Items L.1 – L.12

It was moved by Councilmember Teran, seconded by Mayor Pro Tem MacDonald, to approve the recommended action as presented with the correction to the November 21, 2023 minutes to indicate that Ronald Arruejo, Planning Commission Chair, was available for questions on agenda item M.2. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela Zavala, and Zaragoza voted in favor; the motion passed 7-0.

At 7:15 p.m., Mayor Pro Tem MacDonald requested that the Council discuss and consider agenda item N.6 before proceeding with the remainder of the items on the agenda. The Council agreed.

M. PUBLIC HEARINGS

1. Housing Department

SUBJECT: 2023-2024 First Annual Action Plan Amendment. (10 minutes)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing regarding the fiscal year 2023-2024 Annual Action Plan Amendment;
2. Approve the fiscal year 2023-2024 Annual Action Plan Amendment recommending a use of Community Development Block Grant funds for acquisition, infrastructure improvements and rehabilitation of real property;
3. Authorize the City Manager, and his designees, to incorporate the amended grant allocations into the 2023-2024 Annual Action Plan and authorize the budget appropriations to fund the administration and projects, including the ability to increase or decrease project funding for the balance of the funds up to \$3,035,397.42 to allow for the purchase and improvements of real property;
4. Authorize the City Manager, and his designees, to execute the required documents for the submission of the amended 2023-2024 Annual Action Plan; and

5. Authorize the City Manager, and his designees, to execute all the agreements necessary for the implementation of the Annual Action Plan amendments.

(This item did not originate in Committee.)

Dee Lai, Assistant City Clerk, announced the affidavit of publication and stated that no written communications were received on this item.

There were no Ex Parte Communications regarding this item from any of the Councilmembers.

Emilio Ramirez, Housing Director posted a video regarding this item and was available to answer questions.

Mayor Zaragoza opened the public testimony portion of the public hearing. No public comments were received.

Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

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

2. Housing Department

SUBJECT: 2020 Annual Action Plan Sixth Amendment – Emergency Shelter Grant CARES Act.
(10 minutes)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing regarding the fiscal year 2020 Annual Action Plan Amendment;
2. Approve the fiscal year 2020-2021 Amended Annual Action Plan;
3. Authorize the City Manager, and his designees, to incorporate the amended grant allocations into the 2020 Annual Action Plan and authorize the budget appropriations to fund the administration and projects;
4. Authorize the City Manager, and his designees, to execute the required documents to submit the 2020-2021 Amended Annual Action Plan to the United States Department of Housing and Urban Development; and
5. Authorize the City Manager, and his designees, to execute all the agreements necessary for the implementation of the Amended Annual Action Plan

(This item did not originate in Committee.)

Dee Lai, Assistant City Clerk, announced the affidavit of publication and stated that no written communications were received on this item.

There were no Ex Parte Communications regarding this item from any of the Councilmembers.

Emilio Ramirez, Housing Director posted a video regarding this item and was available to answer questions.

December 19, 2023

PAGE 7

Mayor Zaragoza opened the public testimony portion of the public hearing. Public comment was received from Rosario Anaya, who spoke out of order during agenda item N.3.

Without objection, the Council approved closing the public testimony portion of the public hearing. 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, MacDonald, Madrigal, Perello, Teran, Valenzuela Zavala, and Zaragoza voted in favor; motion passed 7-0.

N. REPORTS

1. City Manager Department

SUBJECT: City Treasurer's annual investment policy for the period ending July 2024. (10 minutes)

RECOMMENDATION: That the City Council adopt a **Resolution No. 15,757** adopting the FY 2023-24 investment policy for the City of Oxnard.

(This item did not originate in Committee.)

Phillip Molina, City Treasurer, was available to answer questions. No public comments were received. Discussion ensued among the council and staff.

It was moved by Mayor Pro Tem MacDonald, seconded by Mayor Zaragoza, to approve the recommended action, including the current version of the cited statutes in Appendix 3 of the investment policy. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela Zavala, and Zaragoza voted in favor; motion passed 7-0.

2. Fire Department

SUBJECT: Ratification of authorization for the Fire Department to submit a regional grant application to the Public Works Alliance EMS Corps, in partnership with California's Employment Development Department (EDD) to provide EMT training to young people in Ventura County. (10 minutes)

RECOMMENDATION: That the City Council:

1. Authorizes the Oxnard Fire Department to submit a regional grant application to the Public Works Alliance EMS Corps, in partnership with California's Employment Development Department (EDD) to provide EMT training to young people in Ventura County in the amount of \$2,750,000. There are no matching funds required.
2. Authorize the City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
3. Authorize the Chief Financial Officer or designee to submit financial reports and grant claims for the use of match and grant funds and perform all other required financial actions; and
4. Authorize the Fire Chief or designee to submit non-financial reports.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on

December 19, 2023

PAGE 8

November 28, 2023 to approve the staff recommendation and to forward the item for Council approval.)

Alex Hamilton, Fire Chief, was available virtually to answer questions. No public comments were received. Discussion ensued among the council and staff.

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

3. Housing Department

SUBJECT: Authorize the Housing Director to Execute a Subordination Agreement with Peoples' Self Help Housing and the California Department of Housing and Community Development for Cypress Place at Garden City Phase I. (10 minutes)

RECOMMENDATION: That the City Council authorize the Housing Director to execute a Subordination Agreement, and any and all related documents thereto, with Peoples' Self Help Housing and the California Department of Housing and Community Development for Cypress Place at Garden City.

(This item did not originate in Committee.)

Emilio Ramirez, Housing 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 Madrigal, 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: The Selection of Option 2 for the Mandated California Air Resources Board Advanced Clean Fleets Regulations. (10 minutes)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve "Option 2" as allowed under the Advanced Clean Fleets (ACF) Regulation which mandates local governments to undertake certain actions to implement Zero Emission Vehicles (ZEV) for their fleets beginning on January 1, 2024.

(As of the date of this City Council agenda being posted, there is not yet an outcome from the December 12, 2023 Public Works and Transportation Committee. Staff is available to answer any questions.)

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

5. Public Works Department

December 19, 2023

PAGE 9

SUBJECT: Agreement 32400250 with NBS Government Finance Group for Special District Administrative, Professional, and Technical Services. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the Agreement with NBS Government Finance Group for ongoing administrative, professional, and technical services for the Special Districts Division in the amount not to exceed \$1,028,484 for the maximum five year term of the Agreement, with the initial agreement term of three years, ending December 31, 2027, after which the Agreement may be extended for two additional one-year terms with a fully extended final term ending on December 31, 2029.

(Public Works and Transportation Committee approved 3-0 on November 28, 2023)

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 Mayor Pro Tem MacDonald, seconded by Councilwoman Basua, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Valenzuela Zavala, and Zaragoza voted in favor; the motion passed 6-1. Councilmember Teran voted no.

6. Public Works Department

SUBJECT: Agreement 32400277 with Aquatic Bioassay and Consulting Laboratories, Inc. for Channel Islands Harbor Water Quality Monitoring and Consulting Services. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement 32400277 with Aquatic Bioassay and Consulting Laboratories, Inc. for Channel Islands Harbor Water Quality Monitoring and Consulting Services in the amount not to exceed \$99,441 for a seven-month term, ending June 30, 2024.

(This item did not originate in Committee because it is a continuation of existing services already included in the FY 2023-24 City Council-approved Special Districts budget)

Eric Storrie, Special Districts Manager, and Michael Wolfe, Public Works Director, were available to answer questions. Public comments were received from Tom McInally, Dave Copper, Robert Chatenever, Chuck Carter, and Doug Partello. Discussion ensued among the council and staff.

It was moved by Councilwoman Basua, seconded by Mayor Pro Tem MacDonald, to approve the recommended action using the American Rescue Plan Act (ARPA) as the funding source for the contract and requested that staff come back and present to the Council about the funding for a future contract on testing . VOTE: Basua, MacDonald, Madrigal, Perello, Teran, and Valenzuela Zavala voted in favor; the motion passed 6-0. Mayor Zaragoza abstained.

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 9:10 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 16, 2024
TO: City Council
FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org
SUBJECT: FY2023 Community Oriented Policing Services (COPS) Hiring Program.

RECOMMENDATION

That City Council:

1. Ratify the prior execution and submission of an application for \$750,000 in grant funds from the U.S. Department of Justice, Office of Community Oriented Policing Services FY 2023 COPS Hiring Program;
 2. Authorize the City Manager or designee to execute grant agreements and appropriate funds upon notification of the grant award;
 3. Authorize the Chief Financial Officer or designee to submit financial reports and grant claims and approve a budget appropriation for the use of CHP funds upon award; and
 4. Authorize the Chief of Police or designee to submit all program related progress or status reports.
- (This item did not originate in Committee.)

BACKGROUND

The goal of the COPS Hiring Program (CHP) is to provide funding directly to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Anticipated outcomes of CHP awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of the agency to engage in community policing activities.

FY2023 CHP awards will cover up to 75 percent of the entry-level salary and fringe benefits for each approved position for a three-year funding period, based on the applicant's current entry level salary levels for full-time officers. There is a minimum 25 percent local cash match (cost share) requirement unless a waiver is approved. The maximum federal share per officer position is \$125,000 over the three-year period. Funding under this program will support three years of officer salaries within a five-year period of performance to accommodate time needed for recruitment and hiring.

Grant Application Discussion

For the past three decades, the Police Department has demonstrated a history of strong commitment to community policing, neighborhood problem-solving, and community engagement. The Police Department believes that its community policing strategies and strong ties to the City's residents have helped make Oxnard a safer place. The Police Department recognizes that as the City's population continues to increase, new

challenges will arise that will require additional resources to ensure that community policing efforts are maintained.

The Police Department's proposed strategy and implementation requires the addition of six (6) sworn officers, which was approved through the budget process for the current fiscal year. Three (3) of the sworn officers will be allocated to our schools to better serve our youth population and ensure their safety. These positions are partially subsidized by the school district. Two (2) sworn positions will be assigned to our Investigative Services Bureau (ISB) to investigate Internet Crimes Against Children (ICAC) cases and reduce the influx of fentanyl in our community. The last sworn officer position will be part of our Neighborhood Policing Team (NPT), working with the community to reduce repeat calls for service and find solutions to "quality of life" issues.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

Approval of the recommended action will authorize recognition of the grant revenue and appropriation. The FY2023-24 adopted budget includes the addition of six (6) entry-level sworn officers, which is sufficient to fund the minimum required 25 percent local cash match.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Delia Campbell, Police Finance Manager

ATTACHMENTS

1. SF-424

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:** Oxnard Police Department

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

956000756

*** c. UEI:**

JKLUB9N3DXH7

d. Address:

*** Street1:** 305 West Third Street

Street2:

*** City:** Oxnard

County/Parish: Ventura

*** State:** CA: California

Province:

*** Country:** USA: UNITED STATES

*** Zip / Postal Code:** 93030-5790

e. Organizational Unit:

Department Name:

Oxnard Police Department

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

*** First Name:**

Christopher

Middle Name:

*** Last Name:**

Williams

Suffix:

Title: Assistant Police Chief

Organizational Affiliation:

*** Telephone Number:** 805-200-5680

Fax Number:

*** Email:** christopher.williams@oxnardpd.org

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Community Oriented Policing Services

11. Catalog of Federal Domestic Assistance Number:

16.710

CFDA Title:

Public Safety Partnership and Community Policing Grants

* 12. Funding Opportunity Number:

O-COPS-2023-171633

* Title:

FY23 COPS Hiring Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

COPS-Hiring Grant

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424																	
16. Congressional Districts Of: * a. Applicant: CA-026 * b. Program/Project: CA-026																	
Attach an additional list of Program/Project Congressional Districts if needed. Add Attachment Delete Attachment View Attachment																	
17. Proposed Project: * a. Start Date: 07/01/2023 * b. End Date: 06/30/2026																	
18. Estimated Funding (\$): <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tbody> <tr> <td style="width: 15%;">* a. Federal</td> <td style="width: 85%; text-align: right;">620,592.49</td> </tr> <tr> <td>* b. Applicant</td> <td style="text-align: right;">431,885.75</td> </tr> <tr> <td>* c. State</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>* d. Local</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>* e. Other</td> <td style="text-align: right;">1,111,777.48</td> </tr> <tr> <td>* f. Program Income</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>* g. TOTAL</td> <td style="text-align: right;">2,164,255.72</td> </tr> </tbody> </table>		* a. Federal	620,592.49	* b. Applicant	431,885.75	* c. State	0.00	* d. Local	0.00	* e. Other	1,111,777.48	* f. Program Income	0.00	* g. TOTAL	2,164,255.72		
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* 19. Is Application Subject to Review By State Under Executive Order 12372 Process? ☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 05/04/2023 . ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review. ☐ c. Program is not covered by E.O. 12372.																	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.) ☐ Yes ☒ No If "Yes", provide explanation and attach Add Attachment Delete Attachment View Attachment																	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001) ☒ ** I AGREE ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.																	
Authorized Representative: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tbody> <tr> <td style="width: 30%;">Prefix: </td> <td style="width: 70%;">* First Name: Jason </td> </tr> <tr> <td>Middle Name: </td> <td></td> </tr> <tr> <td>* Last Name: Benites </td> <td></td> </tr> <tr> <td>Suffix: </td> <td></td> </tr> <tr> <td colspan="2">* Title: Chief of Police </td> </tr> <tr> <td>* Telephone Number: 805-385-7624 </td> <td>Fax Number: </td> </tr> <tr> <td colspan="2">* Email: jason.benites@oxnardpd.org </td> </tr> <tr> <td>* Signature of Authorized Representative: Completed by Grants.gov upon submission. </td> <td>* Date Signed: Completed by Grants.gov upon submission. </td> </tr> </tbody> </table>		Prefix:	* First Name: Jason	Middle Name:		* Last Name: Benites		Suffix:		* Title: Chief of Police		* Telephone Number: 805-385-7624	Fax Number:	* Email: jason.benites@oxnardpd.org		* Signature of Authorized Representative: Completed by Grants.gov upon submission.	* Date Signed: Completed by Grants.gov upon submission.
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CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. K.3

DATE: January 16, 2024

TO: City Council

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

SUBJECT: Agreement 32400323 with Filippin Engineering, Inc. for Construction Management Services for Arterial Street Resurfacing East and West Gonzales Road and Oxnard Boulevard Street Improvement Project, Specification No. PW 23-100.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with Filippin Engineering, Inc. in the amount of \$941,400 for construction management services for Arterial Street Resurfacing East and West Gonzales Road and Oxnard Boulevard Street Improvement Project, Specification No. PW 23-100.

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

BACKGROUND

City Council approved the construction contract for the Arterial Street Resurfacing East and West Gonzales Road and Oxnard Boulevard Street Improvement Project (Project) at the October 3, 2023 Council Meeting. The Project includes resurfacing Gonzales Road from Victoria Ave to Rice Ave, and Oxnard Boulevard from Gonzales Road to Robert Avenue. The majority of Gonzales Ave has reached a point in its lifecycle where preventive and/or corrective work must soon be performed to maintain its serviceability and to mitigate further degradation. The average Pavement Condition Index (a scale of 0-100) score for Gonzales Road is 50-60, which indicates the existing asphalt concrete pavement is in need of resurfacing. Distressed sections will be overlaid with new asphalt and Asphalt-Rubber Aggregate Membrane (ARAM) materials. For the less severely distressed segments, a pavement preservation treatment in the form of micro-surfacing will be applied, which will extend the service life of the road without needing the more extensive and costly work associated with a mill-and-overlay operation. In addition, damaged and degraded road median sections will be reconstructed as part of this effort.

To be successful, a project of this scale and complexity requires full-time engineering and inspection oversight. To meet this need, the Public Works Department solicited for a consultant with well-documented construction management experience and that would provide full-time staffing on a contracted basis to manage the extensive construction operations of this project.

Capital Improvement Project (CIP) Reference:

Project No. **C2205** – Arterial Street Resurfacing East and West Gonzales Road and Oxnard Boulevard Street Improvement Project, Specification No. PW 23-100 - CIP 2022-2027 - Adopted May 3, 2022 – Page 47.

DISCUSSION

The present need for contracted construction management is due to the current and expected City staff workload, which is high. The assigned and responsible City project manager for this effort has two additional and concurrent high profile

activities which account for much of their time, these being the Kamala & Bartolo Square South Neighborhood Street Improvement Project and the Hueneme Road Street & Median Improvement Project. The remaining City project managers also have full workloads, and their available time resources would likely be insufficient to run this project at the level it requires. This full CIP project workload was previously discussed at the City Council meeting on February 7, 2023.

With a goal of lessening the traffic impacts to the public on a major arterial road that by nature has many technical and logistical challenges, the timeline for construction of this project is accelerated and will require an elevated level of oversight and management.

The specific work for this project includes construction management services for the Arterial Street Resurfacing East and West Gonzales Road and Oxnard Boulevard Street Improvement Project, Specification No. PW 23-100. The consultant is tasked with the overall construction management of the project, with some of the specific tasks as follows:

- Coordinate with the City's Project Manager on the Project and be the point of contact for the Contractors.
- Develop the pre-construction meeting agenda and lead the meeting.
- Coordinate with the Contractor prior to mobilization and coordinate a pre-construction field meeting.
- Develop the weekly project progress meeting agendas and hold project progress meetings.
- Maintain all document management control logs of RFIs, Submittals, Potential Change Orders, etc. on a web-based document management system. Develop a digital copy of all project documentation at the end of the project and submit it to the City's Project Manager.
- Submit and coordinate all Contractors' submittals with the Design Engineer for approval prior to installation.
- Coordinate with the City's Project Manager for Contractor site access, security, safety, storage and work area Control.
- Perform daily inspection of the entire construction process, ensuring conformance with plans and specifications full-time when the Contractor is on-site.
- Coordinate with the Contractor and Quality Assurance/Quality Control (QA/QC) and materials testing subcontractor, Earth Systems.
- Record all deficiency work and coordinate the corrective work with the Contractor if needed.
- Review all Contractor Change Order Requests against the plans and specifications for entitlement. Provide a recommendation of acceptance or denial.
- If entitlement has been recommended, review all Contractor Change Order Requests hereafter, for general accuracy, and compliance with City's General Provisions specification and industry standards regarding format, pricing and overhead percentages.
- Develop Change Orders for City approval and Contractor payment.
- Review and process the Contractor's pay requests.
- Review the Contractors Project Schedule and provide a recommendation for acceptance or revisions.
- Manage the Project schedule and track contract days
- Review As-Built / Record drawings as developed by the Contractor for accuracy and approve for submittal to design engineer.

The request for proposals (RFP) for the services was published on October 24, 2023, with a due date of November 16, 2023. The City received two proposals, with all deemed complete and responsive. These were then reviewed by three staff members consisting of the Senior Inspector, Senior Engineer, and the Project Manager.

Filippin Engineering, Inc. (Filippin) was selected as the most qualified firm to provide construction management services for the Arterial Street Resurfacing East and West Gonzales Road and Oxnard Boulevard Street Improvement Project, Specification No. PW 23-100. The selection was based on the firm's extensive road construction experience, including having done other projects with the City, an understanding of the Engineering Division's needs, and a dedicated local presence. Staff has confirmed that Filippin 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.

In-house staff has been working with the construction contractor for this paving project, C.A. Rasmussen, Inc., on pre-construction documents such as a project schedule, material submittals, and traffic control plans to ensure the actual construction starts as soon as possible. Major construction is anticipated to start in the month of February absent any

unforeseen issues or delays due to weather. Critical concrete work near Pacifica High School and Oxnard High School started in late December and early January to take advantage of schools' winter break, with oversight by City staff.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The cost for this agreement shall not exceed \$941,400 for this phase of the Arterial Street Resurfacing East and West Gonzales Road and Oxnard Boulevard Street Improvement Project. There is sufficient FY2023-24 budget available in the project (C2205) to fund this agreement from the General Fund (101) and the Road Maintenance and Rehabilitation Account (RMRA) Fund (185). The City Council previously approved \$969,730 to fund construction management for this project.

COMMITTEE OUTCOME

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

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. 32400323 Filippin Engineering Agreement
2. October 3, 2023 Streets Agenda Report

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND FILIPPIN ENGINEERING, INC.**

By This Consultant/Professional Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Filippin Engineering, Inc. ("CONSULTANT"), and CONSULTANT 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 CONSULTANT may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES. Construction Management for Arterial Street Resurfacing East and West Gonzales Road and Oxnard Boulevard Street Improvement Project (the "Project"), including Project construction phase support and services.

2. PARTIES.

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

Filippin Engineering, Inc. ("CONSULTANT"), a corporation of the State of California, located at 950 County Square Drive, Suite 110, Ventura, CA 93003

3. TERM OF AGREEMENT: From (Date): January 17, 2024 To (Date): March 31, 2025

3.1 Time is of the essence in this Agreement.

3.2 This Agreement does not have any options to extend.

3.3 All services required of CONSULTANT under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: \$941,400.

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-A
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, CONSULTANT's services shall be performed or immediately supervised by the CONSULTANT's Representative:

CITY Designated Representative:	CONSULTANT Designated Representative:
Name: Morgan Kessler	Name: Gino Filippin, P.E.
Title: City Engineer	Title: President
Phone: 805-385-8341	Phone: 805-729-0041
Email: morgan.kessler@oxnard.org	Email: gino@fecivil.com
Mailing Address (if differs from above):	Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

7.1 This Agreement must first be executed by the CONSULTANT, 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 CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on CITY until the AGREEMENT is fully executed and approved by CITY.

7.3 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.

7.4 All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.

7.5 CONSULTANT 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. CONSULTANT'S SERVICES.

8.1 CONSULTANT 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT 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.

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 CONSULTANT 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. CONSULTANT shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwinvoices@oxnard.org.

10.2 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.

10.3 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 subcontracted consultants.

10.4 CONSULTANT shall provide CITY with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by CONSULTANT or materials or products provided to CITY by CONSULTANT, CONSULTANT shall pay the sales tax. CITY shall not reimburse CONSULTANT for sales taxes paid by CONSULTANT.

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 sections 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 City Code, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

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

14. 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. 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 the CONSULTANT shall perform for the CITY. The CITY retains the right to provide general instructions to and observe the CONSULTANT in the performance of all services done on behalf of the CITY.

CONSULTANT and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of CITY in any capacity, to incur any debt, obligation or liability on behalf of CITY, bind CITY in any manner, or otherwise act on behalf of CITY as an agent. CONSULTANT and its employees are not employees of CITY. CONSULTANT and its employees are not entitled to receive from CITY any of the benefits or rights afforded employees of CITY, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. CONSULTANT shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of CITY.

15. LAWFUL PERFORMANCE.

CONSULTANT shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. CONSULTANT, 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.

CONSULTANT shall not perform any services for the CITY when the CONSULTANT 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 CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of CONSULTANT's work by CITY shall not operate as a release of the CONSULTANT from such standard of care and workmanship.

17. OWNERSHIP OF CONSULTANT'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 CONSULTANT 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 CONSULTANT 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. CONSULTANT shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and CONSULTANT shall, upon completion of all work or termination of this Agreement, submit to the CITY all information developed in the course of the CONSULTANT's services. CONSULTANT shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to CONSULTANT 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. CONSULTANT agrees that CITY may make modifications to computer software furnished by CONSULTANT without infringing CONSULTANT'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 CONSULTANT 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. CONSULTANT may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for CONSULTANT to perform its obligations pursuant to this Agreement. If CONSULTANT is granted such access to confidential information, CONSULTANT shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

17.6. Disclosure of Information. CONSULTANT 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 CONSULTANT by the CITY or other information to which the CONSULTANT 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 CONSULTANT in reliance on any Confidential Information disclosed under this Agreement.

18. ASSIGNMENT.

This Agreement is for the professional services of CONSULTANT. Any attempt by CONSULTANT 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. CONSULTANT's services pursuant to this Agreement shall be provided by the CONSULTANT's Designated Representative or directly under his/her supervision, and CONSULTANT shall not assign another to supervise the CONSULTANT'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 22.

20. NOTICE.

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 CONSULTANT 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT's obligations under this section, CONSULTANT 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 CONSULTANT's performance of this Agreement or CONSULTANT's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, 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. CONSULTANT'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 CONSULTANT's duty to indemnify. CONSULTANT shall be obligated to defend 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, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve CONSULTANT 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 CONSULTANT 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, CONSULTANT may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

23.3 The provisions of this Subsection 23.3 apply only in the event that CONSULTANT is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

23.3.1 Notwithstanding the provisions of Subsections 23.1 and 23.2 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, CONSULTANT's duty to indemnify, hold harmless, and defend the Indemnitees shall be limited to the extent that any claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

23.3.2 In no event shall the costs of defense charged to CONSULTANT exceed the CONSULTANT's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection 23.3 shall be construed to require CONSULTANT to provide indemnification for claims caused by the active negligence or willful misconduct of the Indemnitees.

23.4 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.5 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.

24. INSURANCE.

CONSULTANT 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 CONSULTANT obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. CONSULTANT 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 CONSULTANT is a material element of this Agreement. CONSULTANT'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, CONSULTANT 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, CONSULTANT 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 CONSULTANT.

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 CONSULTANT.

27. IRAN CONTRACTING ACT

[RESERVED]

28. CONFLICT OF INTEREST

CONSULTANT 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 CONSULTANT's services under this Agreement. CONSULTANT further covenants that in the performance of services under this Agreement, no officer, employee or agent of CONSULTANT having such interest shall be employed by it. In the event the CITY determines that CONSULTANT must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, CONSULTANT 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 CONSULTANT may result in termination of this Agreement by the CITY.

29. SUBCONTRACTING

If CONSULTANT requires the assistance of a subcontractor to render any services under this agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the scope of work attached to this Agreement as Exhibit A. CONSULTANT is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. CONSULTANT shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

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 CONSULTANT. The decision of the CITY's Designated Representative shall be final and conclusive unless CONSULTANT requests mediation within ten (10) calendar days. Pending final decision of a dispute, the CONSULTANT 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 CONSULTANT in preparing its billings to CITY as a condition precedent to any payment to CONSULTANT; or for other purposes relating to the Agreement. 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 or until an audit has been completed and accepted by CITY, whichever occurs later. CONSULTANT 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. CONSULTANT shall include a copy of this Section 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.

33. ADVERTISING AND PUBLICITY

CONSULTANT 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.

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.

35. FORCE MAJEURE.

Neither the CONSULTANT 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 or electronic 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. CAPTIONS AND HEADINGS.

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

44. ACKNOWLEDGEMENT.

By signing below, CONSULTANT acknowledges that it has reviewed the CITY's CONSULTANT/Professional Services Agreement terms and conditions and insurance requirements and that CONSULTANT 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

FILIPPIN ENGINEERING, INC.

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

Gino Filippin P.E., President Date

Kelly Wheeler, P.E, Vice President³ Date

ATTEST:

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

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

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Filippin Engineering, Inc.)

SCOPE OF SERVICES

Project Manager: Tamara Flynn/805-842-5735/Tamara.Flynn@oxnard.org

CONSULTANT shall provide, but is not limited to, the following Construction Phase Support and Services for the Arterial Street Resurfacing East and West Gonzales Road and Oxnard Boulevard Street Improvement Project (the "Project"). The Project specifications are defined in the Project Contractor contract (the "contract").

Task 1 Program Management

1. **Project Management:** The purpose of this task is to establish and maintain effective project management and communication throughout the Project. The CONSULTANT shall coordinate all work efforts of the Project Team, which includes CONSULTANT, Project Contractor, and City staff, and shall facilitate regular Project progress meetings and provide regular updates on the Project status and budget. The CONSULTANT shall become familiar with City processes, procedures, and objectives to provide services and assistance as directed by City staff. The CONSULTANT shall work under the direction of the City Project Manager (PM), develop and maintain open lines of communications and cooperation between City staff, CONSULTANT staff, Contractor, and the public.
2. **Project Kick-off Meeting:** At the commencement of the Project, the CONSULTANT shall facilitate a "kick-off" meeting with the City and Contractor to discuss the scope and parameters of the Project. The CONSULTANT shall prepare and distribute a draft agenda in advance of the meeting for review and comment by the Project Manager. Specific Project goals will be identified and a strategy to accomplish these goals will be developed during the kick-off meeting. The CONSULTANT shall prepare and distribute meeting minutes within two (2) working days of the meeting.
3. **Progress Meetings:** The CONSULTANT shall conduct bi-weekly Project progress meetings with the City for the duration of the Project. The CONSULTANT shall prepare an agenda that will include topics such as safety, Requests for Information (RFI's), submittals, change orders, schedule, and construction progress. The CONSULTANT shall be responsible for preparing and distributing meeting minutes from each meeting. Meeting minutes shall be in a format acceptable to the City's Project Manager and shall be distributed within two (2) working days of the Project meeting. At least monthly, the CONSULTANT will present a summary of the monthly Project progress reports and discuss outstanding or upcoming Project issues with the City. Project progress meetings will be held at the Public Works Department conference room located at 305 W 3rd St, 2nd floor or online on Google Meets.
4. **Monthly Invoicing:** The CONSULTANT shall submit invoices on a monthly basis with all supporting documentation in a format acceptable to the City. Invoices requiring amendment shall

be dated according to when the revised invoice is delivered to the City. Invoices shall be delivered electronically to the Project Manager and to PWInvoices@Oxnard.org.

5. **Contract Management Plan:** The CONSULTANT shall prepare a Contract Management Plan utilizing the final conformed contract documents that will include the following elements:
- Organization Chart
 - CONSULTANT Project Team and description of duties and responsibilities
 - Safety compliance
 - Claims avoidance strategy
 - Special inspection requirements
 - Inspection procedures
 - List of all tests required for project
 - Materials testing location
 - Document management system
 - Field office location
 - Project close out process
6. **CONSULTANT Staffing:** The CONSULTANT shall provide appropriate staffing to accommodate the needs of the project.

Task 2 – Project Administration

The CONSULTANT shall provide a Resident Engineer (RE) to provide Project Administration and direct Contractor activities whenever the Contractor is working onsite. If the RE meets the certification requirements for the specialty inspectors, the RE may perform inspections, provided that the specialty inspections do not interfere with the primary resident engineering tasks. The RE shall be certified by the International Code Council (ICC) for any inspections they perform. For budgetary purposes, the CONSULTANT shall assume that the RE shall be dedicated full time for the duration of the Project. The RE's Project Administration tasks are described below.

1. **Project Administration:** CONSULTANT shall have the responsibility for the daily management of the Project. CONSULTANT shall provide and coordinate Project Administration services of the following activities.
- **Administration:** The CONSULTANT shall administer the contract and provide technical Project Management support to City staff to facilitate completion of Project phases.
 - **Contractor Communication:** CONSULTANT shall provide effective written and oral communication to the Contractor and other stakeholders in the administration of the contract. CONSULTANT shall provide for timely, thorough, clear, effective and responsible communications to Requests for Information (RFI's), Requests for Change (RFC's), Requests for Proposal (RFP's), submittals, and other miscellaneous correspondence. CONSULTANT shall receive, log, and track requests for information. CONSULTANT shall provide a technical review of RFI's to determine if the issue is addressed adequately. CONSULTANT shall respond where the RFI can be addressed in the contract documents. If the contract documents are not clear, the CONSULTANT shall forward RFI's to the City Project Manager. CONSULTANT shall develop a Project directory of key consulting and Contractor personnel working on the Project.
 - **Quality Assurance:** CONSULTANT shall monitor the Contractor's Quality Assurance.
 - **Substitution Requests:** CONSULTANT shall evaluate requests for material and equipment substitutions and changes based on compliance with contract specifications and taking into account the impacts to cost and schedule. Based upon CONSULTANT's

evaluation of the request for substitutions, the CONSULTANT shall inform the PM and City's Engineer of Record of the substitution request and request an evaluation and decision of the merits of the substitution.

- **Resource Loading:** CONSULTANT shall monitor the Contractor's resource loading and advise on corrective actions needed to maintain schedule.
 - **Submittal Review/Logging:** CONSULTANT shall receive, respond, log, and track submittals. If the contract documents are not clear, the CONSULTANT shall forward submittals to the Engineer of Record. Submittals responded by the designer shall be tracked for a timely response.
 - **Project Meetings:** The CONSULTANT shall conduct weekly job site Project meetings involving the Project Team and maintain action items, minutes of said meetings and compliance with the contract provisions. Maintain and distribute meeting minutes within two (2) working days.
2. **Safety and Security Monitoring:** Contractor is responsible for enforcing its safety program on its employees and subcontractors' employees. It is the CONSULTANT's responsibility to monitor, enforce safety, and promote a safe overall environment for all workers and visitors to the Project site. Safety shall comply with all Federal, State and locally accepted safety regulations and measures including.
- **Safety:** The CONSULTANT shall be responsible for providing all necessary personal protective equipment (PPE) including hard hats, vests, footwear, lights and other safety equipment for CONSULTANT's Team. CONSULTANT shall prepare a safety plan for CONSULTANT's team.
 - **Job Site Security Verification:** Routinely check job site security and measures taken to protect the public from hazards.
 - **Emergency Response Plan Review:** Review Contractor's emergency response plans. CONSULTANT shall ensure that Contractor complies with State and Federal requirements but shall not be responsible for defining Contractor's safety programs. CONSULTANT shall notify Contractor of potential unsafe working conditions.
3. **Environmental Monitoring:** CONSULTANT shall review and enforce requirements stipulated in permits issued by regulatory agencies and the environmental documents as shown or referenced in the contract.
4. **Controls and Scheduling:** CONSULTANT shall provide comprehensive Project scheduling and control expertise as follows:
- **Baseline Schedule Review:** CONSULTANT shall review and comment on Contractor's baseline and Project schedule critical path, and logic review. CONSULTANT shall ensure that schedule meets all requirements of the contract.
 - **Progress Schedule Review:** CONSULTANT shall review and monitor on a monthly basis, Contractor's schedule to monitor Project progress and detect early delays.
 - **Cost and Budget:** CONSULTANT shall monitor Project construction costs, budgets, schedule and maintain current workflow projections.
 - **Reporting:** CONSULTANT shall prepare and distribute monthly construction reports. CONSULTANT shall provide at a minimum:
 - Daily inspection reports
 - Weekly job site meeting minutes
 - Monthly report overview
 - Project cost to date

- Schedule updates
- Recommendations to mitigate Project delays
- **Progress Payment Review:** CONSULTANT shall review and approve monthly Contractor invoices, verify compliance to all terms and conditions of contract and make payment recommendations. CONSULTANT shall ensure that the Contractor's request for payment does not represent more than the amount for work performed on a monthly basis.
- **Contract Extensions:** CONSULTANT shall review, analyze, and make recommendations on Contractor time extensions/requests.
- **Miscellaneous Coordination:** CONSULTANT shall coordinate and monitor work to be performed by others.
- **Project Notice Coordination:** CONSULTANT shall receive and review Project notices, and submit to the City with appropriate recommendations.
- **Monitor Time and Materials Work:** CONSULTANT shall monitor Contractor work performed on a time and materials (T&M) basis to ensure that the Contractor labor charges are fair and appropriate, and that materials purchased are of quantity and quality necessary for the Project, and documented on invoices.

5. **Cost Estimating:**

CONSULTANT shall maintain a cost estimating system that conforms to industry accepted practices and provide the following:

- **Contractor Proposals:** CONSULTANT shall evaluate Contractor cost reduction proposals in accordance with industry cost standards. CONSULTANT shall provide detailed analysis of the Contractor's proposal along with a recommended outcome to the Project Manager.
- **Change Order Review:** CONSULTANT shall review proposed change orders and provide a change order review standard that includes a detailed process, forms, and recommendations of actions to the PM. CONSULTANT's change order review shall provide additional analysis of both cost and time concurrently. Time impact analysis shall not be deferred to a later time.

6. **Document Control:** CONSULTANT shall establish a document management system for the following:

- **Filing:** The CONSULTANT shall utilize a filing system. CONSULTANT shall use a web based document management system as approved by the City. CONSULTANT shall be responsible for the cost of the document management system and training.
- **Claims:** CONSULTANT shall identify, analyze and prepare Project claims and disputes by assessing or validating entitlement and quantification of damages and promoting a successful resolution within 21 calendar days (assuming the Contractor is cooperative.) CONSULTANT shall provide associated cost estimates and time impact analysis concurrently for Claims Evaluation.
- **Document Tracking:** CONSULTANT shall control, store, distribute, index and track all documents, including central receipts.
- **Document Managing:** All documents, incoming and outgoing, associated with the construction management activity of all assigned projects, including, but not limited to submittals, requests for information (RFIs), requests for clarifications (RFCs), pay requests, change orders (COs) and correspondence.

- **As-Built Documents Administration:** CONSULTANT shall maintain a current digital set of as built drawings and specifications.
 - **Document Maintenance:** CONSULTANT shall maintain all field documents, storing original documentation and furnishing to the City at Project completion.
7. **Operations and Maintenance Manuals:** CONSULTANT receive final O&M equipment manuals from Contractor and coordinate their review. Final O&M manuals shall be delivered to the Operations Manager.
 8. **Change Order and Claims Management:** The CONSULTANT shall implement a comprehensive claims management program to evaluate change order requests and recommend equitable disposition.

When agreement cannot be reached, CONSULTANT shall support the City's position and assist in formulating a claims defense and participate in resolution including:

- **Document Managing:** Coordinate, assemble and review supporting documentation for change order processing and make final recommendations to City staff.
- **Contractor Request Review:** Review requests of alleged cost increases and/or time impacts for merit concurrently.
- **Change Order Review:** Thoroughly analyze the proposal and develop a negotiating position. When necessitated by variations between Contractor price for change and the CONSULTANT's fair cost estimate, CONSULTANT shall negotiate an equitable resolution with guidance from the City's Project Manager.
- **Change Order Expediting:** After the equitable resolution is reached the CONSULTANT shall expedite approval of the negotiated change order.

Task 3 – Inspection

CONSULTANT shall provide inspection services and monitoring of Project to ensure the Project is in compliance with the project construction documents. The CONSULTANT's resident engineer and inspection staff shall verify compliance and Quality Assurance Quality Control with applicable permits, codes, contract documents and any environmental mitigation. CONSULTANT shall maintain redline as-builts on a monthly basis.

1. Daily and Weekly Documentation:

- **Documentation of Construction Activities:** Provide documentation of Project activities, duration of activities, labor resources, and equipment allocation.
- **Construction Reporting:** Provide daily Project activity reports, labor resources, on-site equipment, and work conditions.
- **Non-Conformance Reporting:** Provide non-conformance reports.
- **Photographic Records:** Provide weekly photographic/digital records of the Project during construction.

2. Civil Inspections:

CONSULTANT shall provide qualified inspectors for all improvements to inspect, monitor, and report on Project improvements. The Civil Inspector shall be certified by the International Code Council (ICC). Civil inspections shall include:

- Site grading
- Site improvements
- Micro surfacing
- ARAM

- Excavation and dig outs
 - Pavement reconstruction
 - Median reconstruction
 - Concrete work
 - Striping
 - Traffic sign installation/replacement
 - Utility adjustment
 - Coordination of soil sampling and testing
 - Traffic loop induction
 - **Field Testing:** Witness field tests and startup procedures for electrical equipment.
3. **Soil and Materials Testing:** The CONSULTANT shall provide qualified and approved testing laboratories and California registered Geotechnical Engineers and/or ICC-certified Soils Special Inspector-EC or equivalent staff to perform all necessary soils and materials testing required to verify the quality and proper placement. The Soils and Materials Inspector shall be responsible for the following:
- **Material Sampling:** Sample on-site and imported materials for compliance with the specifications for use as backfill materials
 - **Material Testing:** Perform maximum density tests and optimum moisture content tests on materials to be used as backfill. Examples of testing include: gradation, R-value, sand equivalence, etc.
 - **Conformance Testing:** Perform compaction tests for backfill. Separate testing shall be performed for the pavement zone, street zone, and areas of over-excavation. Provide recommendations for compaction or density testing of rock backfill materials. Sand cone test method is required for soil compaction testing. Alternate compaction testing may be utilized; including but not limited to, nuclear gauge.
 - **Data Review:** Tabulate test data and review failing tests. Provide immediate notification of any failure to meet the requirements of the Project contract.
 - **Reporting:** Upon prior authorization from the City, prepare a final report at the completion of construction certifying that geotechnical issues comply with the contract.
4. **Storm Water Pollution Prevention Plan Inspection:**
- Review Contractor's site-specific SWPPPs for compliance with applicable regulations.
 - Monitor Contractor's activities regarding pollution prevention controls and activities for general compliance with the Contractor's SWPPP Best Management Practice (BMP). The Contractor is responsible for means and methods for complying with BMP's. The SWPPP inspector shall notify the Contractor and the City if the pollution prevention controls are in or out of compliance with the SWPPP.

Task 4 – Construction Closeout

The CONSULTANT shall manage the turnover of the assigned Project to the City, including contract closeout, management of warranty period activities and demobilization of CONSULTANT staff including:

1. **Site Closeout:** CONSULTANT shall budget under the Task 3 Project Administration budget to close out construction and oversee demobilization at each site. Site Closeout tasks shall include:

- **Site Final Walk-Through:** Coordinate and conduct a site final walk-through to verify completion of contract and all related items of work within 7 days of substantial completion.
 - **Site Punch List:** Develop site punch list and verify completion and obtain final documentation and releases within 7 days of substantial completion.
 - **Site Record Drawing Preparation:** Verify and deliver Contractor as-built marked up drawings for record drawing preparation within 14 calendar days of site substantial completion.
 - **Site Permitting:** Monitor permit and agency sign-offs within 14 calendar days of substantial completion.
 - **Site Final Reporting:** Prepare site summary report in accordance with the City within 7 days of final completion.
 - **Site Documentation Turnover:** Turnover site project files, contract, correspondence, and documentation within 14 calendar days of final completion.
 - **Site Warranty Coordination:** The CONSULTANT shall prepare a list of warranty items, warranty period, and warranty repair procedures, and turn over to the City's Project Manager.
 - **Site Demobilization:** Demobilize the CONSULTANT staff and facilities in accordance with agreed upon plan.
2. **Construction Contract Close Out:** The CONSULTANT shall oversee the contract closeout process and assist in resolving O&M service disputes. The CONSULTANT shall budget under the Task 3 budget for Project Contract Close Out. The closeout shall entail sign offs by responsible parties and include:
- **Project-wide Final Walk-Through:** Coordinate and conduct a final walk-through to verify completion of contract and all related items of work within 7 days of substantial completion. The final walk-through shall be extended to include relevant City Departments and Divisions.
 - **Project-wide Punch List:** Develop punch list and verify completion and obtain final documentation and releases within 7 days of substantial completion.
 - **Project-wide Record Drawing Review and Corrections:** Review record drawings prepared by the Design Engineer or Contractor as-built marked up drawings delivered for each site for correctness and consistency within 14 calendar days of substantial completion.
 - **Final Payment/Close-Out Change Order Review:** Review final payment and close out change orders within 7 days of substantial completion.
 - **Permitting:** Confirm that all permits are in place within 14 calendar days of substantial completion.
 - **Final Reporting:** Prepare final summary report in accordance with the City within 7 days of final completion.
 - **Documentation Turnover:** Turnover project files, contract, correspondence, and documentation within 14 calendar days of final completion.
 - **Project Warranty Coordination:** CONSULTANT shall review and update as needed the list of warranty items, warranty period, and warranty repair procedures, and turn over to the City's Project Manager.
 - **Final Demobilization:** Demobilize the CONSULTANT staff and facilities in accordance with agreed upon plan.

**CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and FILIPPIN ENGINEERING, INC.)**

SCHEDULE OF COMPENSATION

WORK BREAKDOWN STRUCTURE (WBS)								
ESTIMATED RESOURCE REQUIREMENTS FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES								
ARTERIAL STREET RESURFACING EAST AND WEST GONZALES ROAD AND OXNARD BOULEVARD STREET IMPROVEMENT PROJECT								
Notes & Assumptions: 1.0 Based on construction duration of 250 working days 2.0 Average of 40 hours per work week during the construction phase.	FILIPPIN ENGINEERING					EARTH SYSTEMS		
	Brad Starr, P.E.	Gianna Pourairen	Dustin Snider	Jeff Polis	Cheril Magallanes	Subconsultant		
	Principal Construction Manager	Associate Construction Manager	Chief Inspector (PW)	Senior Inspector (PW)	Office Engineer	Materials Testing		
TASK 1 PROGRAM MANAGEMENT								
1.1 Project Management	10						\$ 1,800.00	
1.2 Project Kickoff	10		4	4			\$ 2,960.00	
1.3 Progress Meetings	20	20	16	16			\$ 12,640.00	
1.4 Monthly Invoicing	30	10					\$ 7,600.00	
1.5 Construcion Managment Plan	20	10					\$ 5,800.00	
1.6 Construction Managment Staff Planning	20	10					\$ 5,800.00	
Program Management Total Hours	110	50	20	20	0	N/A	\$ 17,400.00	
TASK 2 CONSTRUCTION ADMINISTRATION								
2.1 Contract Adminstration (Admin, Coms, Submittals, QA, Progress Mtg)		450	20	20			\$ 104,800.00	
2.2 Safety and Security Monitoring (Safety Plan Implementation)		100	20	20			\$ 27,800.00	
2.3 Environmental Monitoring (Review and Monitor)		100	20	20			\$ 27,800.00	
2.4 Control and Scheduling (Monitor Baseline and Progress Schedules)		100					\$ 22,000.00	
2.5 Cost Estimating (Rev Cost Proposals and CCOs)		160	20	20			\$ 41,000.00	
2.6 Document Control (Establish and Maintain Document Control Systems)		100			180		\$ 22,000.00	
2.7 Operation and Maintenance Manuals (As necessary)		20					\$ 4,400.00	
2.8 Change Order and Claims Management (Review and Evaluate)		160	40	40			\$ 46,800.00	
Construction Phase Total Hours	0	1190	120	120	180	N/A	\$ 296,600.00	
TASK 3 INSPECTION								
3.1 Daily and Weekly Documentation	0		170	170			\$ 49,300.00	
3.2 Civil Inspections			960	960			\$ 278,400.00	
3.3 Soils and Materials Testing						\$ 175,000.00	\$ 175,000.00	
3.4 Storm Water Pollution Prevention Plan Inspection			80	80			\$ 23,200.00	
Inspection Total Hours	0	0	1210	1210	0	N/A	\$ 525,900.00	
TASK 4 CONSTRUCTION CLOSEOUT								
4.1 Site Closeout	10	80	10	10	20			
4.2 Construction Closeout						\$ 3,000.00	\$ 3,000.00	
Construction Closeout Total Hours	10	80	10	10	20	N/A		
PROJECT TOTAL HOURS	120	1320	1360	1360	200	N/A		
PROJECT TOTAL COST	\$ 27,000.00	\$ 244,200.00	\$ 238,000.00	\$ 231,200.00	\$ 26,000.00	\$ 175,000.00	\$ 941,400.00	

EXHIBIT C

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and FILIPPIN ENGINEERING, INC.)

INSURANCE REQUIREMENTS

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

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

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

Agreement No. 32400323

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

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

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

1/23

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE		ISSUE DATE (MM/DD/YY)			
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE			
		COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

**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)

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:
 - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
 - If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: (_____) _____ Date Signed: _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone:		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
NAMED INSURED		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)	
		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance.	
\$ _____ per accident, for bodily injury and property damage.		Name: _____ Address: _____ Telephone: (_____) _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER		AUTHORIZED REPRESENTATIVE	
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 46250-4299 US		☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (_____) _____ Date Signed _____	

EXHIBIT D

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and FILIPPIN ENGINEERING, INC.)**

LIVING WAGE POLICY

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

A. CONSULTANT shall compensate any employee of CONSULTANT 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, CONSULTANT 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, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

D. In addition, if CONSULTANT fails to comply with the Living Wage Policy in any manner, CONSULTANT 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. CONSULTANT shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to CONSULTANT of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2023**

CONSULTANT shall compensate any employee of CONSULTANT 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, CONSULTANT 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, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

c. In addition, if CONSULTANT fails to comply with the Living Wage Policy in any manner, CONSULTANT 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. CONSULTANT shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to CONSULTANT of the amount owed.

EXHIBIT E

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and FILIPPIN ENGINEERING, INC.)

PREVAILING WAGE

1. CONSULTANT acknowledges that the Project defined in the Agreement between CONSULTANT 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. CONSULTANT shall perform the Project as a public work. CONSULTANT 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. CONSULTANT acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and CONSULTANT shall post such rates at each job site covered by this Agreement.
3. CONSULTANT is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. CONSULTANT 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. CONSULTANT 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 CONSULTANT or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. CONSULTANT shall comply with Labor Code Section 1776, which requires CONSULTANT 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. CONSULTANT 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, CONSULTANT shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, CONSULTANT and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. CONSULTANT 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, CONSULTANT must immediately notify CITY.

8. CONSULTANT 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. CONSULTANT 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. CONSULTANT acknowledges that 8 hours labor constitutes a legal day's work. CONSULTANT shall comply with and be bound by Labor Code Section 1810.

10. CONSULTANT shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. CONSULTANT shall, as a penalty to CITY, forfeit \$25 for each worker employed in the performance of this Agreement by CONSULTANT 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 CONSULTANT'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. CONSULTANT 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. CONSULTANT 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. CONSULTANT 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, CONSULTANT shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, CONSULTANT 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 CONSULTANT, 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 CONSULTANT under this Section shall survive Agreement termination.



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.3

DATE: October 3, 2023

TO: City Council

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

SUBJECT: Public Project Agreement 32400207 with C.A. Rasmussen, Inc. for Arterial Street Resurfacing East and West Gonzales Road and Oxnard Boulevard Street Improvement Project, Specification No. PW 23-100. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize:

1. A total of \$11,636,763.05 in Project funds for the Arterial Street Resurfacing East and West Gonzales Road and Oxnard Boulevard Street Improvement Project, Specification No. PW 23-100;
2. The Mayor to Execute an Agreement with C.A. Rasmussen, Inc. in the amount of \$9,697,303.05 for the Project;
3. A Project contingency amount of \$969,730 (10%) with C.A. Rasmussen, Inc. for a total not to exceed value of \$969,730 for the Project;
4. A Project allocation amount of \$969,730 (10%) for engineering, inspection, survey and project management for the Project; and
5. A project budget appropriation transfer in the amount of \$3,328,400 from Neighborhood Street Resurfacing Project C2209 to Arterial Street Resurfacing Project C2205 within the Measure O Fund (104).

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

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

https://youtu.be/Cn2zuICT_v8

BACKGROUND

The Arterial Street Resurfacing project is an ongoing Capital Improvement Program (CIP) project to address multiple locations throughout the City over multiple years. This current bid package is for Gonzales Road from Victoria Ave to Rice Ave. The majority of Gonzales Ave has reached a point in its life-cycle requiring preventive and/or corrective work. The average Pavement Condition Index score for Gonzales Road is 50-60 and the existing asphalt concrete pavement is in need of resurfacing. Distressed sections of Gonzales Road will be overlayed with new asphalt and ARAM. Pavement preservation in the form of Microsurfacing will be applied to sections that have low to moderate distress, to extend pavement life. Distressed median sections will be reconstructed.

When the City Council originally approved the FY 2022-2027 Capital Improvement Program budget at the May 3, 2022 City Council meeting, the locations planned for FY 2022-23 and FY 2023-24 were to be partially funded by Bonds (up to \$13M). However, due to active litigation, an alternate funding source (one-time Measure O funding) was approved by the City Council. However, the alternate funding source was not equal to the originally proposed bond funding.

Capital Improvement Program (CIP) Reference:

DISCUSSION

The Project scope consists of furnishing all necessary labor, materials, equipment and other incidental and appurtenant work to resurface existing asphalt concrete pavement along Gonzales Road from Rice Avenue to Victoria Avenue and along Oxnard Blvd from Robert Avenue to Gonzales Road. The Work includes the milling of existing asphalt concrete pavement; placement and compaction of asphalt rubberized hot mix (ARHM) and installing asphalt rubber aggregate membrane (ARAM) interlayer; micro-surfacing and crack fill; excavation and reconstruction of asphalt pavement failed areas; reconstruction of existing and new medians; concrete repairs; adjust utility covers to finished grade; removal and replacement of street name signs; and traffic striping. In addition to this scope of work, the project includes the rehabilitation of Patterson Rd. asphalt concrete walking path from Doris Avenue to West Gonzales Road. The Work includes the installation of fog seal and repair of asphalt pavement failed areas.

The work is tentatively scheduled to begin in October and absent any weather or unforeseen delays continue into March (100 working days). Staff will work closely with the neighborhoods and residents directly impacted by the work to keep them informed of the project schedule. General project information will be disseminated to help keep the public informed as well.

The notice inviting formal bids (NIFB) on the Project was published on July 27, 2023, and all bids were due on August 29, 2023. The City received the following bids:

C.A. Rasmussen, Inc.: \$ 9,697,303.05
Toro Enterprises, Inc.: \$10,984,170.30

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

In addition to the project award amount of \$9,697,303.05, staff recommends authorizing \$1,939,460 for the project, which includes \$969,730 for project contingency (10% of the contract costs) and \$969,730 for the cost for engineering services and City staff (10% of the contract cost). Engineering services include the following activities during construction: engineering, inspection, survey and project management. These recommendations bring the total estimated cost of the project to \$11,636,763.05.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Project is \$11,636,763.05 which includes the construction agreement, contingency and project allocation. Arterial Street Resurfacing Project (C2205) has a current available project budget balance of approximately \$8,308,400 with \$2,910,400 from the General Fund (101) and \$5,398,000 from the Road Maintenance Rehabilitation Account (185), which is insufficient to fully fund this project. The additional \$3,328,400 needed to fully fund the project will be transferred from the Neighborhood Street Resurfacing Project (C2209) which has \$7,400,000 of available funding from the Measure O Fund (104). Funding of \$49,963 for the multi-modal path on Patterson Road is available in project budget appropriations within the Transportation Development Act Fund in the Bike Path Project (G1001) (90303101-53200).

On June 20, 2023 Council approved the Fiscal Year 2023-24 Budget which allocated \$10.5 Million of the \$20.8 Million invested for Street Resurfacing to the Neighborhood Street Resurfacing project (C2209). Two other Street Resurfacing projects received funds where \$4 Million of General Fund (101) and \$4M of RMRA (185) to Arterial Street Resurfacing project (C2205) and \$2.5 million of Measure O to Citywide Alley Resurfacing projects (C2111). Public Works distributed the \$20.8 Million across three resurfacing projects based on estimated project costs at the time. It was anticipated that a Budget Appropriation transfer could be used to move funds from one project to another so long as its use remained for street resurfacing.

ARTERIAL STREET RESURFACING PROJECT (C2205)		
Contract: \$9,697,303.05		
Contingency: \$969,730		
Construction Management: \$969,730		
Total: \$11,636,763.05		
Fund Number	Fund Name	Available Project Budget
101	General Fund	\$2,910,400*
185	RMRA	\$5,398,000
TOTAL AVAILABLE PROJECT BUDGET		\$8,308,400
NEIGHBORHOOD STREET RESURFACING PROJECT (C2209)		
Fund Number	Fund Name	Available Project Budget
104	Measure O	\$7,400,000
TOTAL AVAILABLE PROJECT BUDGET		\$7,400,000
TOTAL AVAILABLE PROJECT BUDGET (C2205 & C2209)		\$15,708,400

*Assumes Council approval of the Arterial Street Resurfacing Project - Hueneme Road scheduled for this same Council meeting

BIKE PATH PROJECT (G1001)		
Fund Number	Fund Name	Available Project Budget
212	Transportation Development Act (TDA)	\$49,963

For Fiscal Year 2023-24 Public Works plans to put forward five resurfacing project locations (arterial and residential streets) with a total budget of about \$20.8 million. The ability to execute all five project locations will largely depend on the bid market. The bid advertisement of this project generated a response from two bidders. The lack of competition and continued increase due to inflation is driving up the cost of infrastructure projects. If this trend continues, there may not be sufficient funds to complete all five project locations with the budgeted funds.

ADOPTED FY 2023-24 RESURFACING PROJECTS		
C2209 Neighborhood Street Resurfacing (CIP Page 62)		
Fund Number	Fund Name	Project Budget
104	Measure O	\$10,500,000

C2205 Arterial Street Resurfacing (CIP Page 47)		
Fund Number	Fund Name	Project Budget
185	RMRA	\$4,000,000
101	General Fund	\$4,000,000
SUBTOTAL PROJECT BUDGET		\$8,000,000
C2111 Citywide Alley Resurfacing (CIP Page 49)		
Fund Number	Fund Name	Project Budget
104	Measure O	\$2,250,000

For Finance Use Only: Decrease Project C2209 / Increase C2205: Measure O Fund (Org. 1041001 Obj. 59800), Capital Outlay Fund (Org. 3013401 Obj 49300 & 53270)

COMMITTEE OUTCOME

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

Prepared by: Christopher Solis, Assistant City Engineer

ATTACHMENTS

1. Agreement 32400207 Rasmussen PW 23-100
2. Presentation



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

DATE: January 16, 2024

TO: City Council

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

SUBJECT: Planning and Zoning Permit (PZ) No. 20-300-04 Final Map No. 6054 as modified by PZ No. 21-550-03 (Major Modification), for a proposed 27 home subdivision. Filed by Henry Casillas, on behalf of the property owner, 451 West Fifth Street, Oxnard, California 93030.

RECOMMENDATION

That the Oxnard City Council:

1. Accept Final Map 20-300-04 for the Encanto Homes Subdivision; and
2. Receive and file a "Notice of Pending Approval" for Final Map 20-300-04 by the Community Development Director including signature of "City Council's Certificate" on the title sheet; and
3. Authorize the City Clerk to sign the "Abandonment Certificate" for the vacation of roadway and utility easements to the City of Oxnard.

(This item did not originate in Committee.)

BACKGROUND

On January 4, 2021, the City Council approved Tentative Parcel Map 20-300-04, as modified by PZ No. 21-550-03 (Major Modification) located at 1101 and 1111 West Second Street (APN: 202-0-233-355) and 1101 West First Street (APN: 202-0-233-0345). Tentative Parcel Map No. 6054 (PZ 20-300-04) included the subdivision of a 4.10-acre site into 27 lots ranging between 3,891 and 10,584 net square feet in size and dedication of approximately 1-acre of land for the benefit of public right-of-way for existing and proposed roadway improvements along all four sides of the proposed development. The net developable area will be 3.13 acres.

DISCUSSION

The Final Map (Attachment 1) involves subdividing a 4.1 acre developed, residentially zoned property into 27 parcels. Required infrastructure associated with the development of the project, such as sidewalks, street curbs, and improvements for compliance with stormwater quality requirements, will be completed during the development of the residential lots with new single family dwellings.

In accordance with Chapter 15, Division 3, Section 15-55 of the "Subdivision Ordinance" of the Oxnard City Code, the Director intends to approve the map within ten business days following this City Council hearing. Within the ten business days following the City Council's receipt of "Notice of Pending Approval" the City Clerk will attest in signature to the Director's approval at that time (see Attachment 2).

The abandonment of existing roadway and utility easements held by the City of Oxnard requires the City Council to direct the City Clerk to sign the "Abandonment Certificate" on the title page of the map.

The City Engineer/Surveyor has reviewed the Final Map and issued their approval by providing the Verification of Status

form indicating that the Final Map, as currently prepared, is in compliance with the State Subdivision Map Act and Oxnard City Code requirements, and conforms to the previously approved Tentative Parcel Map (PZ 20-300-04) (Attachment 3).

ENVIRONMENTAL IMPACT

The City Council previously found the Tentative Parcel Map Categorically Exempt from the State of California Environmental Quality Act (CEQA) Guidelines in accordance with Section 15332 (Class 32, Infill Exemption). The acceptance of a Final Map consistent with a Tentative Map, and accepting public access and utility easements and implementing conditions of approval is Statutorily Exempt from the CEQA Guidelines in accordance with Section 15268 (Ministerial Projects).

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The map provides the opportunity for future development that will result in increased property tax revenue to the City.

COMMITTEE OUTCOME

This Map originated from a City Council public hearing on January 4, 2021, approving Tentative Parcel Map No. 6054 (PZ 20-300-04) and the recommended actions are consistent with that action; therefore, this item did not originate in Committee.

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

ATTACHMENTS

1. Final Map No. 6054
2. Notice of Pending Approval - Final Map No. 6054
3. Verification of Status Form

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE OWNERS OF, OR ARE INTERESTED IN, THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION ENTITLED TRACT NO. 6054, SHOWN ON THIS MAP, THAT THEY ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS TITLE TO SAID REAL PROPERTY, THAT THEY CONSENT TO THE MAKING AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE EXTERIOR BOUNDARY LINE.

AND THAT THEY DO HEREBY OFFER TO THE CITY OF OXNARD ALL RIGHTS OF VEHICULAR INGRESS AND EGRESS OVER AND ACROSS THE WESTERLY, NORTHWESTERLY, NORTHERLY, AND SOUTHERLY LINES OF LOTS 13 THROUGH 16, INCLUSIVE, ABUTTING K STREET; LOTS 16 THROUGH 27, INCLUSIVE, ABUTTING FIRST STREET, AND LOTS 1 THROUGH 12, INCLUSIVE, ABUTTING SECOND STREET IN ORDER THAT THE OWNERS OF SAID LOTS SHALL HAVE NO RIGHTS OF ACCESS WHATSOEVER TO SAID K STREET, FIRST STREET, AND SECOND STREET, EXCEPT THE GENERAL RIGHT-OF-TRAVEL WHICH BELONGS TO THE WHOLE PUBLIC.

AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF OXNARD FOR PUBLIC USE THE RIGHTS-OF-WAY FOR K STREET, FIRST STREET, SECOND STREET AND THE ALLEY AS SHOWN ON THIS MAP;

AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF OXNARD ALL WATER RIGHTS AND THE RIGHT TO DEVELOP ALL WATER FOUND OR TAKEN FROM UNDER SAID REAL PROPERTY BUT WITHOUT THE RIGHT OF SURFACE ENTRY TO DEVELOP SAME.

AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF OXNARD ON BEHALF OF ALL GOVERNMENTAL AGENCIES PROVIDING FOR THE PUBLIC SAFETY, HEALTH AND WELFARE, THE ACCESS EASEMENT OVER LOTS 1 THROUGH 25, INCLUSIVE.

ENCANTO HOMES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, OWNER

BY: _____ BY: _____
PRINTED NAME: _____ PRINTED NAME: _____
TITLE: _____ TITLE: _____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____, 20____, BEFORE ME, _____, _____, _____
NAME TITLE

PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE NAME PRINTED

PRINCIPAL OFFICE IN THE COUNTY OF COMMISSION EXPIRES COMMISSION NO.

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____, 20____, BEFORE ME, _____, _____, _____
NAME TITLE

PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE NAME PRINTED

PRINCIPAL OFFICE IN THE COUNTY OF COMMISSION EXPIRES COMMISSION NO.

SOILS AND/OR GEOLOGIC REPORT

THE FOLLOWING SOILS REPORT(S) AND/OR GEOLOGIC REPORT(S) RELATING TO TRACT NO. 6054 HAVE BEEN PREPARED:

DATE OF REPORT: SEPTEMBER 1, 2020

TITLE OF REPORT: GEOTECHNICAL ENGINEERING INVESTIGATION REPORT: PROPOSED HERITAGE HOMES II RESIDENTIAL SUBDIVISION, 1101 WEST 2ND STREET, CITY OF OXNARD.

PREPARED BY: WORKMAN GEOTECHNICAL ENGINEERING & CONSULTING

GEOTECHNICAL ENGINEER: R. MARK WORKMAN, JR., RCE 68557

ON FILE FOR PUBLIC INSPECTION: CITY OF OXNARD COMMUNITY DEVELOPMENT - CITY ENGINEER'S OFFICE

CITY COUNCIL'S CERTIFICATE

THIS MAP, ENTITLED TRACT NO. 6054, CONSISTING OF 5 SHEETS, HAS BEEN PRESENTED TO THE CITY COUNCIL OF THE CITY OF OXNARD OF VENTURA COUNTY, CALIFORNIA FOR APPROVAL. PURSUANT TO THE CITY COUNCIL'S DELEGATION AUTHORITY ADOPTED NOVEMBER 15, 2016 PURSUANT TO ORDINANCE NO.

2910, THE COMMUNITY DEVELOPMENT DIRECTOR HEREBY APPROVES THIS MAP ON THE _____ DAY

OF _____, 20____ AND HEREBY ACCEPTS FOR PUBLIC USE THE FOLLOWING SHOWN ON THIS MAP:

FOR PUBLIC USE THE RIGHT-OF-WAY FOR K STREET, FIRST STREET, SECOND STREET, AND THE ALLEY AS SHOWN ON THIS MAP;

AND ALL RIGHTS OF VEHICULAR INGRESS AND EGRESS AS OFFERED HEREON;

ALL WATER RIGHTS AND THE RIGHT TO DEVELOP ALL WATER FOUND OR TAKEN FROM UNDER SAID REAL PROPERTY BUT WITHOUT THE RIGHT OF SURFACE ENTRY TO DEVELOP SAME;

AND THE ACCESS EASEMENT OVER LOTS 1 THROUGH 25, INCLUSIVE, ON BEHALF OF ALL GOVERNMENTAL AGENCIES PROVIDING FOR THE PUBLIC SAFETY, HEALTH AND WELFARE.

IN WITNESS WHEREOF AND PURSUANT TO THE CITY COUNCIL'S DELEGATION OF AUTHORITY DESCRIBED ABOVE, THE COMMUNITY DEVELOPMENT DIRECTOR HEREBY SIGNS THIS CERTIFICATE, WHICH IS ATTESTED TO BY THE CITY CLERK OF SAID CITY AND THE CORPORATE SEAL OF SAID CITY OF OXNARD IS AFFIXED

HERETO THIS _____ DAY OF _____, 20____.

ATTEST:

ROSE CHAPARRO
CITY CLERK OF THE CITY OF OXNARD

JEFF R. PENGILLEY
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF OXNARD

CITY TREASURER'S CERTIFICATE:

I PHILIP S. MOLINA, CITY TREASURER OF THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST TRACT NO. 6054 OR ANY PART THEREOF, FOR UNPAID MUNICIPAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS MUNICIPAL TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF OXNARD THIS _____ DAY OF _____, 20____.

PHILIP S. MOLINA
CITY TREASURER
CITY OF OXNARD

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ENCANTO HOMES, LLC. I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED (OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN ONE YEAR AFTER RECORDATION OF THIS TRACT MAP) AND THAT THE MONUMENTS ARE (OR WILL BE) SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. CORNER RECORDS FOR ALL CENTERLINE MONUMENTS SHOWN HEREON AS SET BY ME WILL BE ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR PRIOR TO ACCEPTANCE OF THE IMPROVEMENTS INTO THE CITY STREET SYSTEM.

BENJAMIN P. HARDIN, PLS 8552

DATE



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP ENTITLED TRACT NO. 6054, THAT THE SUBDIVISION IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND OF ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

JEFF R. PENGILLEY, RCE 59872 DATE
CITY ENGINEER
CITY OF OXNARD

COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP ENTITLED TRACT NO. 6054, AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

DANIEL J. WALSH, PLS 7540 DATE
COUNTY SURVEYOR
COUNTY OF VENTURA

COUNTY RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 20____ AT _____ M IN

BOOK _____ OF MISCELLANEOUS RECORDS (MAPS) AT PAGES _____,

AT THE REQUEST OF ENCANTO HOMES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY.

MICHELLE ASCENCION
COUNTY RECORDER
COUNTY OF VENTURA

BY: _____
DEPUTY COUNTY RECORDER

COUNTY TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ALL CERTIFICATES AND SECURITY REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT HAVE BEEN FILED AND DEPOSITED WITH ME.

DATE: _____, 20____

SUE HORGAN
COUNTY TAX COLLECTOR
COUNTY OF VENTURA

BY: _____
DEPUTY COUNTY TAX COLLECTOR

GROSS AREA = 4.345 ACRES

TRACT NO. 6054

IN THE CITY OF OXNARD
COUNTY OF VENTURA
STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF SUBDIVISION 28, EL RIO DE SANTA CLARA O' LA COLONIA, ACCORDING TO THE MAP ENTITLED, "THOMAS A. SCOTT, ET AL., PLFFS., VS. RAFAEL GONZALES, ET AL., DEFTS." FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND MORE PARTICULARLY DESCRIBED IN THE GRANT DEED RECORDED IN BOOK 2348, PAGE 485 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SEPTEMBER 2021



SHEET 1 OF 5 SHEETS

SIGNATURE OMISSIONS

THE SIGNATURE(S) OF THE PARTY(IES) NAMED HEREINAFTER AS OWNER(S) OF THE INTEREST SET FORTH, HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 66436 (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT, AS THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE(S) IS (ARE) NOT REQUIRED BY THE GOVERNING BODY.

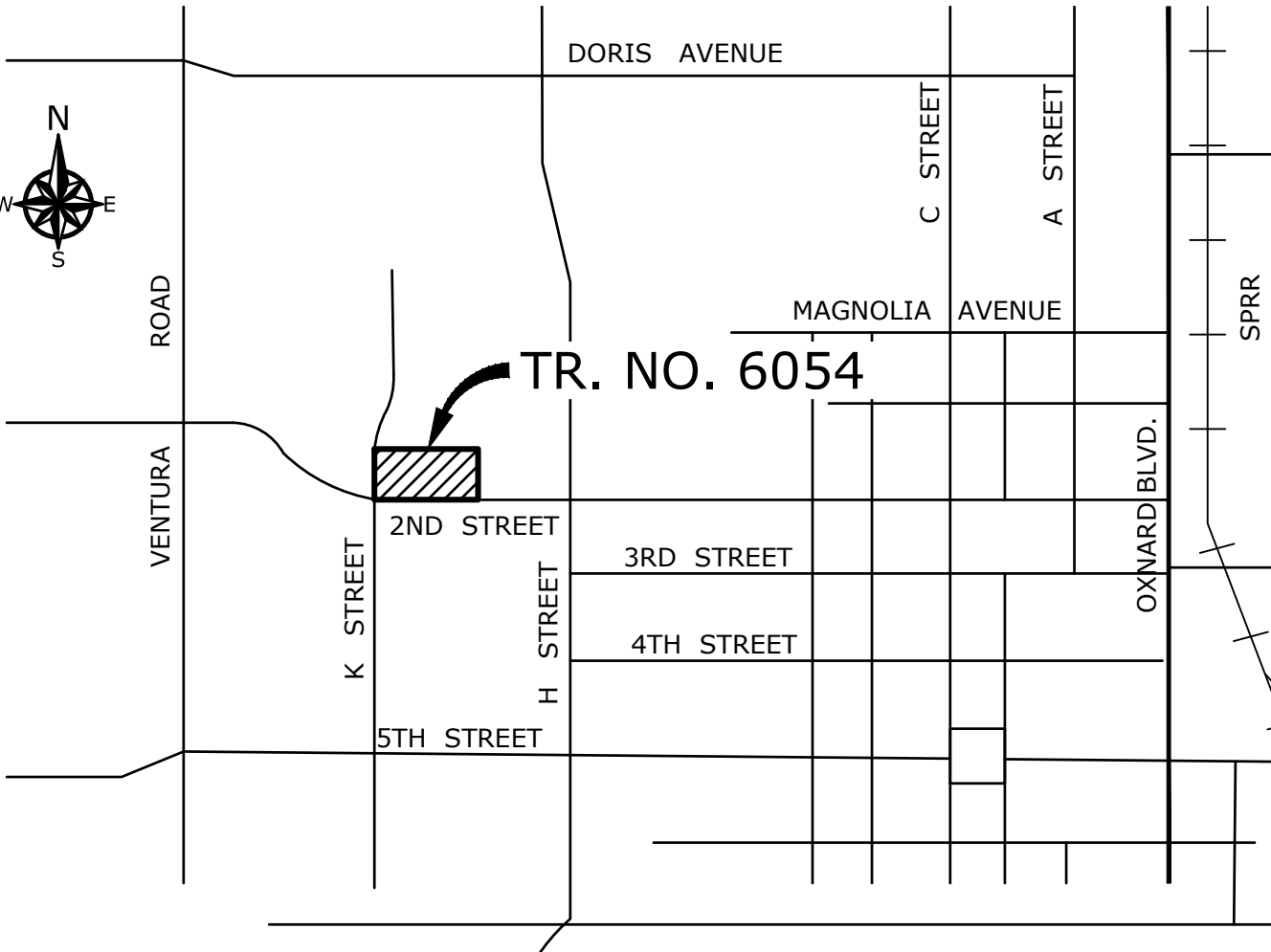
MARK S. SANCHEZ AND PATRICIA R. SANCHEZ, HOLDER OF AN EASEMENT FOR ACCESS AS DISCLOSED BY AN AGREEMENT RECORDED JANUARY 17, 2023 AS INSTRUMENT NO. 2023000002613, OF OFFICIAL RECORDS.

THE COUNTY OF VENTURA, HOLDER OF AN EASEMENT FOR AVIGATION AND INCIDENTAL PURPOSES RECORDED FEBRUARY 6, 2023 AS INSTRUMENT NO. 2023000007042, OF OFFICIAL RECORDS. SAID EASEMENT IS BLANKET IN NATURE.

THE CITY OF OXNARD, A MUNICIPAL CORPORATION, HOLDER OF AN EASEMENT IN FOR ROADWAY AND UTILITIES RECORDED JULY 20, 1978 IN DOCUMENT NO. 75667 IN BOOK 5166, PAGE 718, OF OFFICIAL RECORDS, ABANDONED ON THIS MAP.

THE SIGNATURE(S) OF THE PARTY(IES) NAMED HEREINAFTER AS OWNER(S) OF THE INTEREST SET FORTH, HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 66436 (a)(3)(B) OF THE SUBDIVISION MAP ACT, AS THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AS SAID SIGNATURE(S) IS (ARE) NOT REQUIRED BY THE GOVERNING BODY.

ARANETTA HILL AND JOHN G. HILL, HOLDERS OF AN EASEMENT FOR WATER DITCH PURPOSES, AS DISCLOSED BY DEED RECORDED DECEMBER 24, 1897 IN BOOK 52, PAGE 636 OF DEEDS OF VENTURA COUNTY, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (a)(3)(B) OF THE SUBDIVISION MAP ACT, SINCE BY REASON OF CHANGED CONDITIONS, LONG DISUSE, OR LACHES SAID INTEREST APPEARS TO BE NO LONGER OF PRACTICAL USE OR VALUE AND SIGNATURE IS IMPOSSIBLE OR IMPRACTICAL TO OBTAIN. SAID EASEMENT IS INDETERMINATE IN NATURE.



VICINITY MAP

SCALE: 1"=1000'

ABANDONMENT CERTIFICATE

THIS IS TO CERTIFY THAT PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF THOSE PORTIONS OF THE EASEMENT TO THE CITY OF OXNARD FOR ROADWAY AND UTILITY PURPOSES DESCRIBED IN BOOK 5166, PAGE 718 OF OFFICIAL RECORDS, RECORDED IN THE COUNTY RECORDER'S OFFICE, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, LYING WITHIN THE EXTERIOR BOUNDARY OF THIS SUBDIVISION NOT SHOWN ON THIS MAP.

ROSE CHAPARRO
CITY CLERK
CITY OF OXNARD

DATE: _____ 20 _____

TRACT NO. 6054

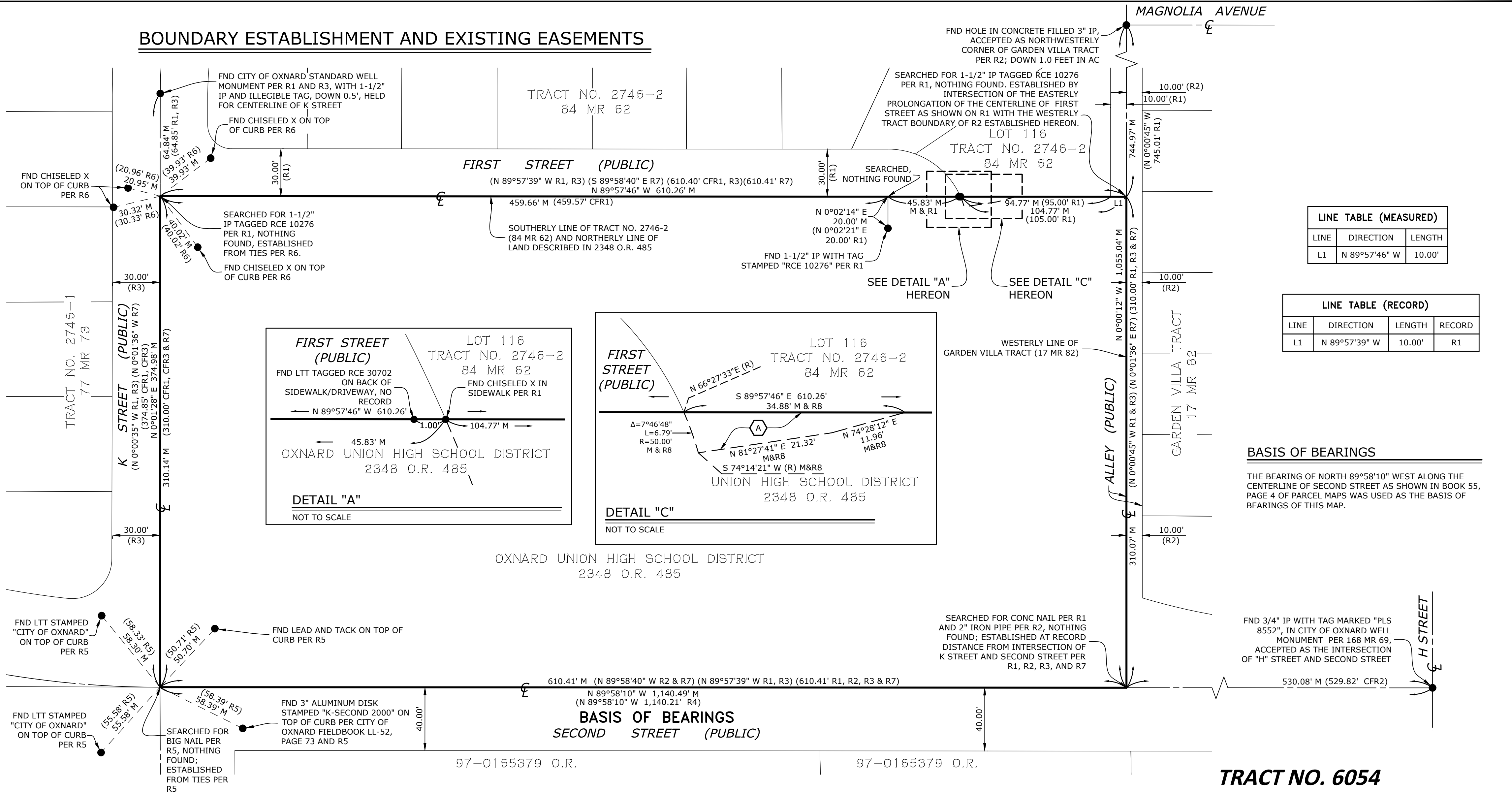
IN THE CITY OF OXNARD
COUNTY OF VENTURA
STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF SUBDIVISION 28, EL RIO DE SANTA CLARA O' LA COLONIA, ACCORDING TO THE MAP ENTITLED, "THOMAS A. SCOTT, ET AL., PLFFS., VS. RAFAEL GONZALES, ET AL., DEFTS." FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND MORE PARTICULARLY DESCRIBED IN THE GRANT DEED RECORDED IN BOOK 2348, PAGE 485 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SEPTEMBER 2021



BOUNDARY ESTABLISHMENT AND EXISTING EASEMENTS

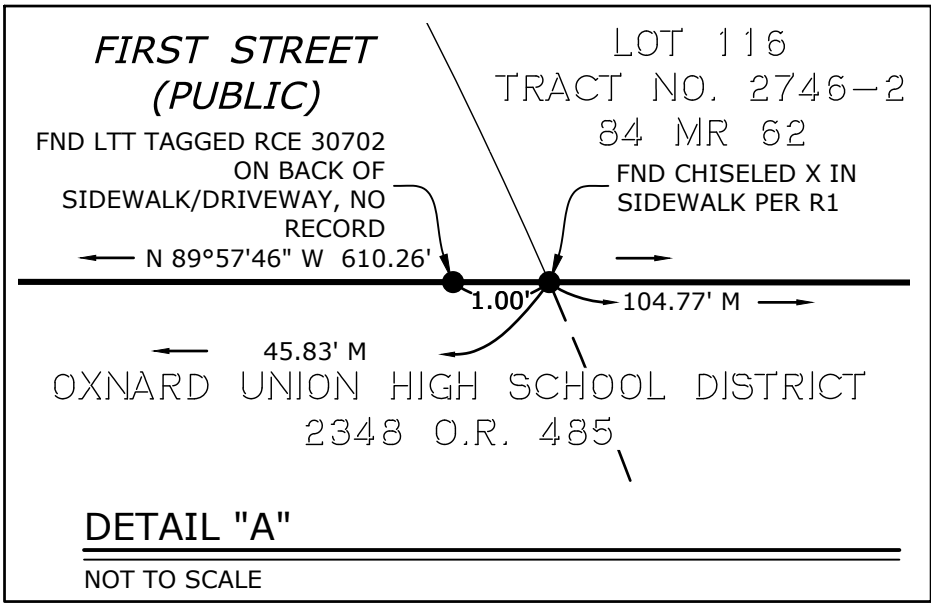
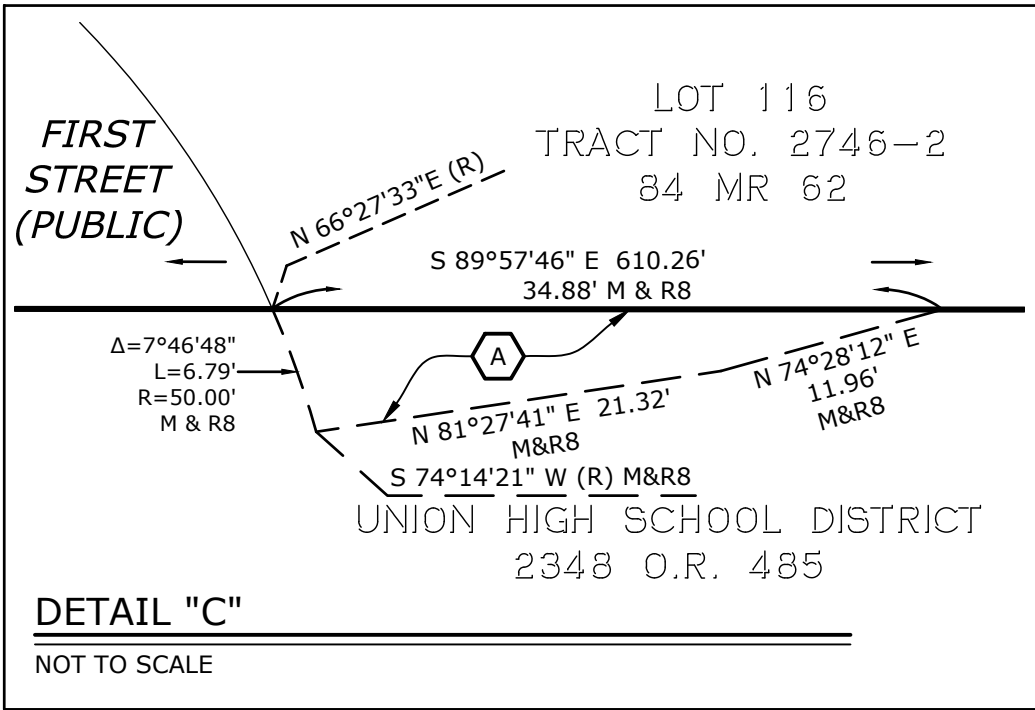


LINE TABLE (MEASURED)		
LINE	DIRECTION	LENGTH
L1	N 89°57'46\"	10.00'

LINE TABLE (RECORD)			
LINE	DIRECTION	LENGTH	RECORD
L1	N 89°57'39\"	10.00'	R1

BASIS OF BEARINGS

THE BEARING OF NORTH 89°58'10\"



LEGEND	
CF	CALCULATED FROM
CONC	CONCRETE
FND	FOUND
IP	IRON PIPE
LTT	LEAD, TACK AND TAG
M	MEASURED
PRC	POINT OF REVERSE CURVATURE
(R)	RADIAL BEARING
R1	BOOK 84, PAGE 62 OF MISCELLANEOUS RECORDS (MAPS)
R2	BOOK 17, PAGE 81 OF MISCELLANEOUS RECORDS (MAPS)
R3	BOOK 77, PAGE 73 OF MISCELLANEOUS RECORDS (MAPS)
R4	BOOK 55, PAGE 5 OF PARCEL MAPS
R5	CITY OF OXNARD FIELD BOOK LL-43, PAGE 45
R6	CITY OF OXNARD FIELD BOOK LL-49, PAGE 182
R7	BOOK 2348, PAGE 485 OF OFFICIAL RECORDS
R8	INSTRUMENT NO. 2023000002613 OF OFFICIAL RECORDS

●	FND MONUMENT AS DESCRIBED HEREON.
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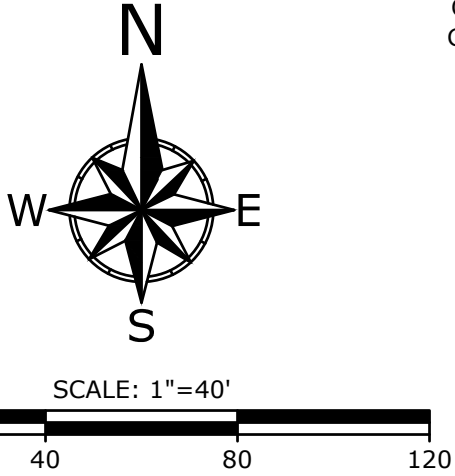
SHEET LEGEND	
SHEET 1	TITLE SHEET
SHEET 2	VICINITY MAP AND TITLE SHEET CONTINUED
SHEET 3	BOUNDARY ESTABLISHMENT AND EXISTING EASEMENTS
SHEET 4	LOT DIMENSIONS AND AREAS
SHEET 5	PROPOSED AND DEDICATED EASEMENTS

EXISTING EASEMENTS

AN EASEMENT FOR WATER DITCH IN FAVOR OF ARANETTA HILL AND JOHN G. HILL AS RESERVED IN DOCUMENT RECORDED DECEMBER 24, 1897 IN BOOK 52, PAGE 636 OF DEEDS. THIS EASEMENT IS NOT LOCATABLE FROM RECORD INFORMATION.

A AN EASEMENT FOR ACCESS IN FAVOR OF MARK S. SANCHEZ AND PATRICIA R. SANCHEZ AS DESCRIBED IN AGREEMENT DOCUMENT RECORDED JANUARY 17, 2023 AS INSTRUMENT NO. 2023000002613 OF OFFICIAL RECORDS.

AN EASEMENT FOR AVIGATION AND INCIDENTAL PURPOSES IN FAVOR OF THE COUNTY OF VENTURA AS DESCRIBED IN DOCUMENT RECORDED FEBRUARY 6, 2023 AS INSTRUMENT NO. 2023000007042, OF OFFICIAL RECORDS. SAID EASEMENT IS BLANKET IN NATURE.



TRACT NO. 6054

IN THE CITY OF OXNARD
COUNTY OF VENTURA
STATE OF CALIFORNIA

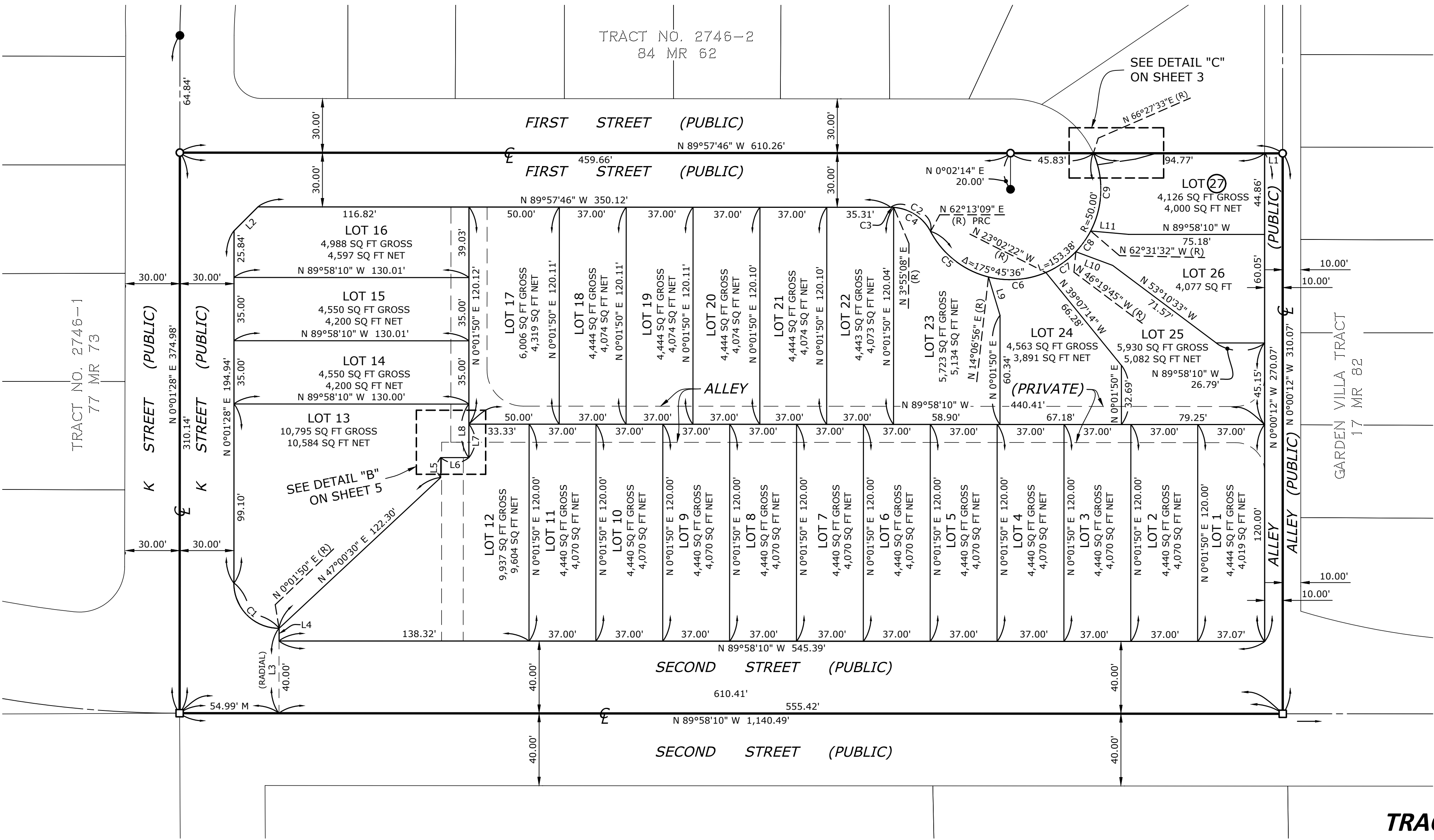
BEING A SUBDIVISION OF A PORTION OF SUBDIVISION 28, EL RIO DE SANTA CLARA O' LA COLONIA, ACCORDING TO THE MAP ENTITLED, "THOMAS A. SCOTT, ET AL., PLFFS., VS. RAFAEL GONZALES, ET AL., DEFTS." FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND MORE PARTICULARLY DESCRIBED IN THE GRANT DEED RECORDED IN BOOK 2348, PAGE 485 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SEPTEMBER 2021

ECG
Encompass Consultant Group
333 N. LANTANA ST, SUITE 287, CAMARILLO, CA 93010
PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM

SHEET 3 OF 5 SHEETS

LOT DIMENSIONS AND AREAS



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	89°59'38"	25.00'	39.27'
C2	62°10'55"	25.00'	27.13'
C3	3°52'54"	25.00'	1.69'
C4	58°18'01"	25.00'	25.44'
C5	48°06'12"	50.00'	41.98'
C6	37°09'19"	50.00'	32.42'
C7	23°17'23"	50.00'	20.33'
C8	16°11'47"	50.00'	14.13'
C9	51°00'55"	50.00'	44.52'

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 89°57'46" W	10.00'
L2	N 45°01'51" E	18.67'
L3	N 00°01'50" E	47.00'
L4	N 00°01'50" E	7.00'
L5	N 00°01'50" E	11.06'
L6	N 89°58'10" W	15.58'
L7	N 00°01'50" E	18.50'
L8	N 00°01'50" E	29.60'
L9	N 16°47'17" W	22.20'
L10	N 69°36'06" W	21.74'
L11	N 84°59'13" W	21.16'

LEGEND

- CF

CALCULATED FROM
- CONC

CONCRETE
- FND

FOUND
- IP

IRON PIPE
- LTT

LEAD, TACK AND TAG
- M

MEASURED
- PRC

POINT OF REVERSE CURVATURE
- (R)

RADIAL BEARING
- R1

BOOK 84, PAGE 62 OF MISCELLANEOUS RECORDS (MAPS)
- R2

BOOK 17, PAGE 81 OF MISCELLANEOUS RECORDS (MAPS)
- R3

BOOK 77, PAGE 73 OF MISCELLANEOUS RECORDS (MAPS)
- R4

BOOK 55, PAGE 5 OF PARCEL MAPS
- R5

CITY OF OXNARD FIELD BOOK LL-43, PAGE 45
- R6

CITY OF OXNARD FIELD BOOK LL-49, PAGE 182
- R7

BOOK 2348, PAGE 485 OF OFFICIAL RECORDS
- FND MONUMENT AS DESCRIBED ON SHEET 3.
- SET 1-1/2" IP WITH TAG MARKED "PLS 8552" IN MONUMENT WELL PER CITY OF OXNARD PLATE 609, TO BE SET IN AC
- SET 1-1/2" IP x 18" LONG WITH TAG MARKED "PLS 8552", TO BE SET IN AC
- SET LTT MARKED "PLS 8552" AT ALL FRONT AND REAR LOT CORNERS, TO BE SET IN CONCRETE

SHEET LEGEND

- SHEET 1

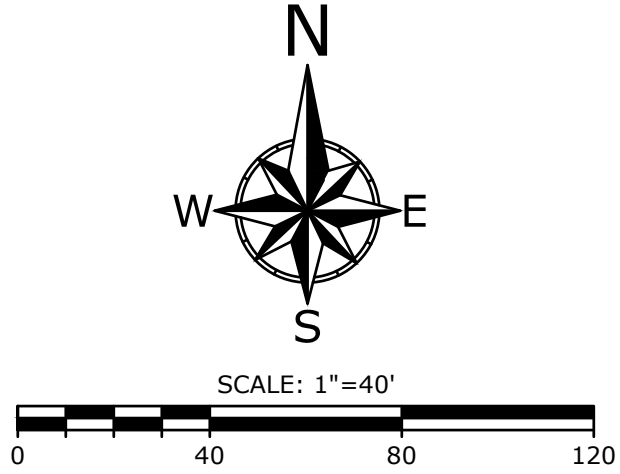
TITLE SHEET
- SHEET 2

VICINITY MAP AND TITLE SHEET CONTINUED
- SHEET 3

BOUNDARY ESTABLISHMENT AND EXISTING EASEMENTS
- SHEET 4

LOT DIMENSIONS AND AREAS
- SHEET 5

PROPOSED AND DEDICATED EASEMENTS



TRACT NO. 6054

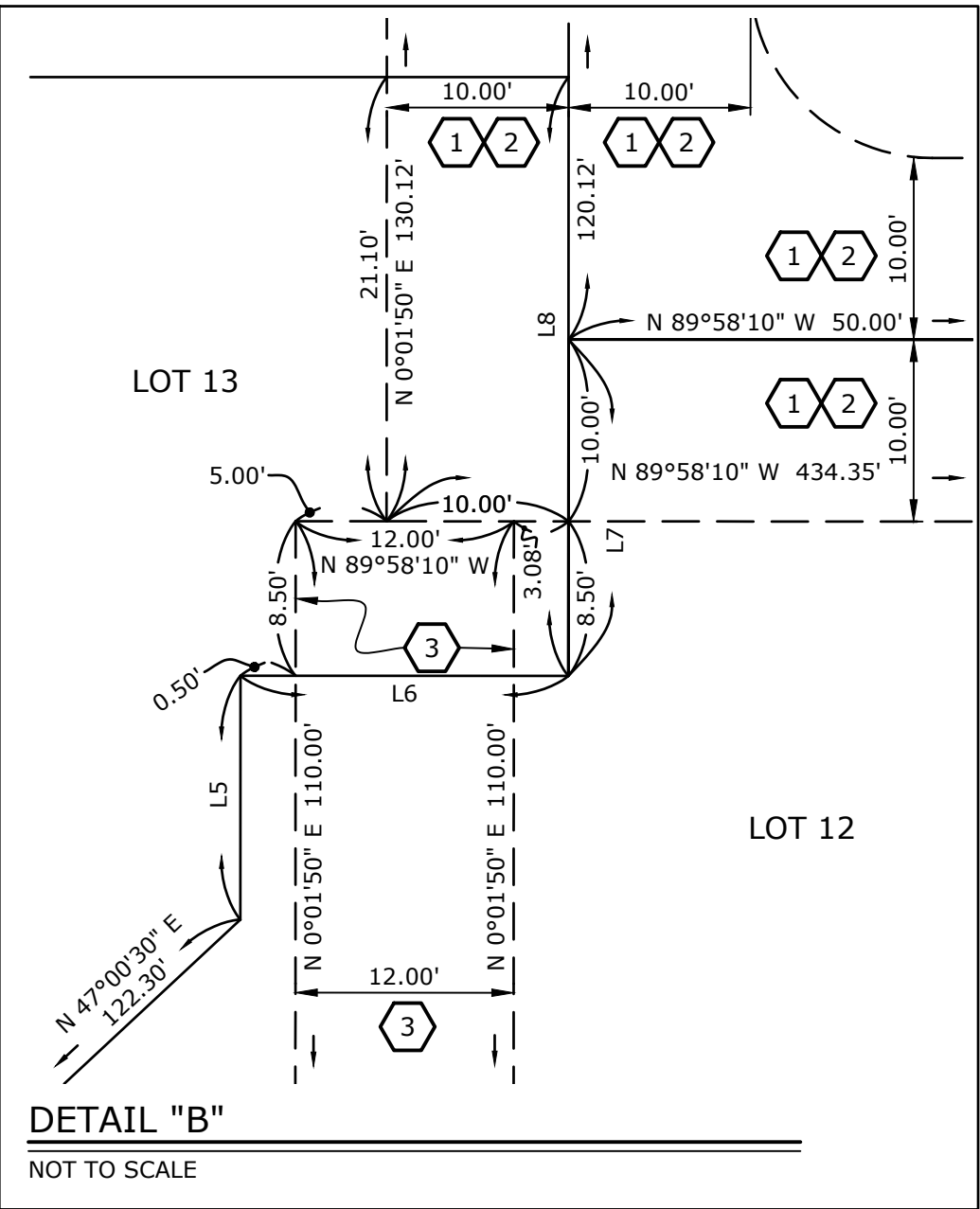
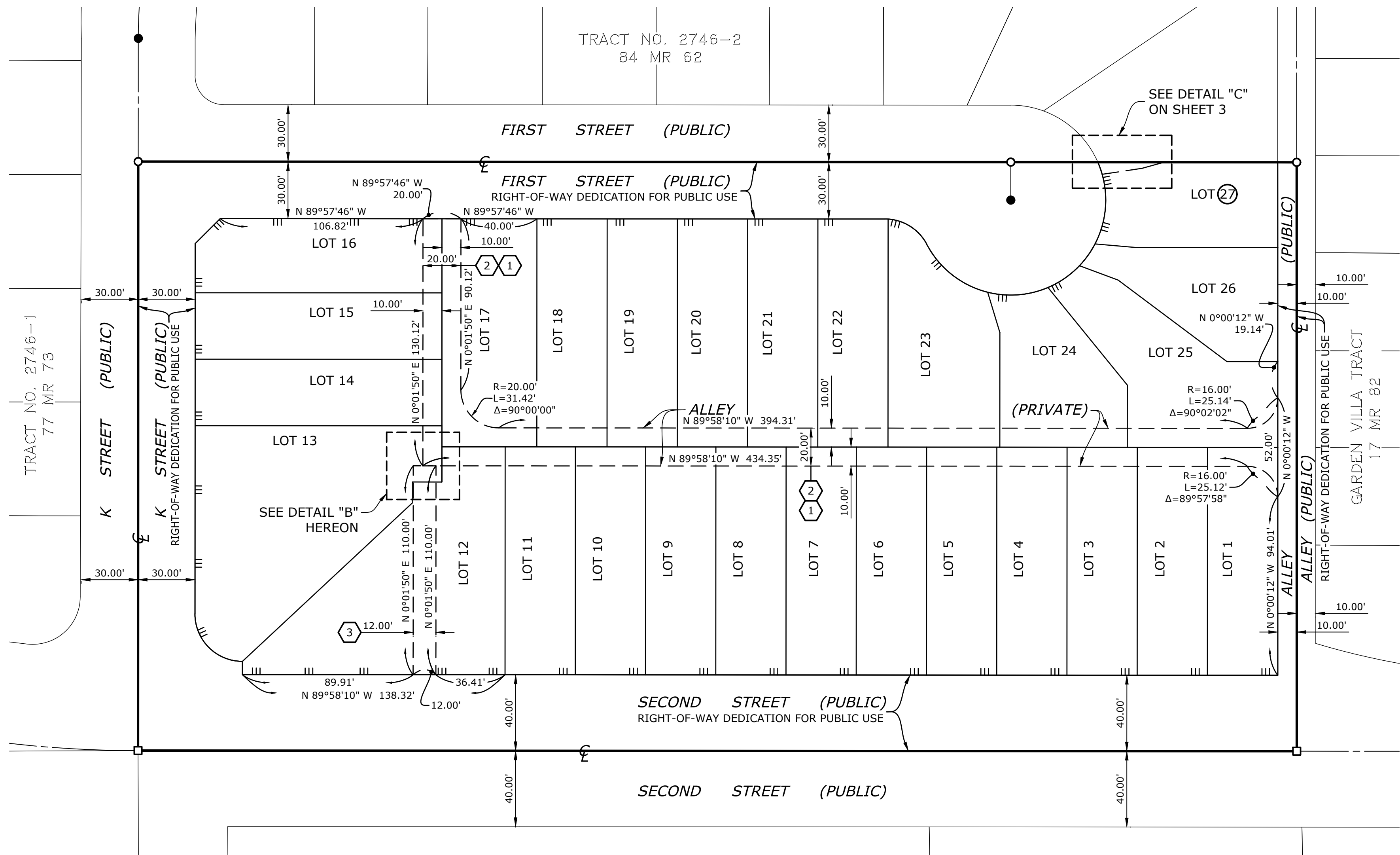
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SEPTEMBER 2021



PROPOSED AND DEDICATED EASEMENTS AND VEHICULAR INGRESS AND EGRESS RIGHTS OFFERED TO THE CITY



PROPOSED EASEMENTS

- 2 VARIABLE WIDTH PRIVATE ALLEY EASEMENT FOR ACCESS, AND SEWER MAIN AND STORM DRAIN SYSTEMS, TO BE DEDICATED TO THE HOMEOWNER'S ASSOCIATION BY SEPARATE DOCUMENT.
- 3 AN EASEMENT FOR SEWER PURPOSES, TO BE DEDICATED TO THE HOMEOWNER'S ASSOCIATION BY SEPARATE DOCUMENT.

DEDICATED EASEMENTS

- 1 AN EASEMENT FOR ACCESS TO ALL GOVERNMENTAL AGENCIES PROVIDING FOR THE PUBLIC SAFETY, HEALTH AND WELFARE.

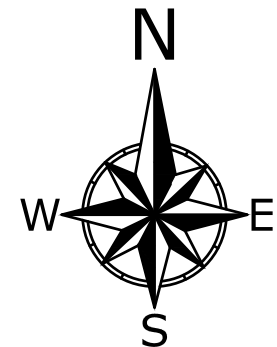
LINE TABLE		
LINE	DIRECTION	LENGTH
L5	N 00°01'50" E	11.06'
L6	N 89°58'10" W	15.58'
L7	N 00°01'50" E	18.50'
L8	N 00°01'50" E	29.60'

LEGEND

INDICATES RIGHTS OF VEHICULAR INGRESS AND EGRESS OFFERED TO THE CITY

SHEET LEGEND

- SHEET 1 TITLE SHEET
SHEET 2 VICINITY MAP AND TITLE SHEET CONTINUED
SHEET 3 BOUNDARY ESTABLISHMENT AND EXISTING EASEMENTS
SHEET 4 LOT DIMENSIONS AND AREAS
SHEET 5 PROPOSED AND DEDICATED EASEMENTS



SCALE: 1"=40'

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SEPTEMBER 2021



MEMORANDUM



January 16, 2024

TO: City Council

FROM: Jeff Pengilley, Community Development Director

SUBJECT: Notice of Pending Approval - Final Map No. 6054 for the Encanto Homes Subdivision. Filed by Henry Casillas, on behalf of the property owner, 451 West Fifth Street, Oxnard, California 93030

In accordance with Ordinance 2910, the City Council will receive notification at its regular scheduled meeting of January 16, 2024 that the Community Development Director intends to approve PZ 20-300-04, Final Map No. 20-300-04 for the Encanto Homes Subdivision, a 4.1 acre developed, residentially zoned property into 27 parcels and construction related public improvements within ten business days following the January 16, 2024 City Council meeting.

On January 4, 2021, the City Council approved Tentative Parcel Map No. 6054 (PZ 20-300-04) for the Encanto Homes Subdivision. Tentative Parcel Map No. 6054 (PZ 20-300-04) included the subdivision of a 4.10-acre site into 27 lots ranging between 3,891 and 10,584 net square feet in size and dedication of approximately 1-acre of land for the benefit of public right-of-way for existing and proposed roadway improvements along all four sides of the proposed development. The net developable area will be 3.13 acre.

The subject final map was reviewed for conformance with the City's conditions of approval and the state Subdivision Map Act (SMA). The City's engineer has certified that the subject map complies with the Planning Commission and City Council Resolutions which approved the Tentative Parcel Map for this subdivision and complies with the provisions of the SMA.

The Community Development Director's action may be appealed to the City Council pursuant to the appeal procedures set forth in Section 15-25 of the Oxnard City Code. Questions concerning this pending action can be directed to Joe Pearson II, Planning Manager, by calling 805-385-8272 or via email at Joe.Pearson@oxnard.org.

Verification of Status

For Maps and Improvement Plans

Community Development - Engineering



Final Map for Tract Number 6054

Project Location: Encanto Homes Subdivision, 1101 and 1111 West Second Street,
APN 202-0-233-355

- X Map requires subdivision improvement agreement.
- ☐ The Development Services Program does not require improvement plans for this development.
- X This Program has reviewed the improvement plans and found them acceptable. Based on our review, we believe these plans comply with the resolution of the Planning Commission and the City Council approving the tentative map for this development.
- X This Program has reviewed the Map and Title Sheet and found them acceptable. Based on our review, we believe the map complies with the resolution of the Planning Commission and the City Council approving the tentative map for this development and also with the Subdivision Map Act of the State of California.
- X The Map has been signed.

DATE: 12-19-2023

A handwritten signature in black ink, appearing to read "Jeff Pengilley", written over a horizontal line.

Jeff Pengilley, P.E., Director/City Engineer
Community Development



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

DATE: January 16, 2024

TO: City Council

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

SUBJECT: License Agreement with the Downtown Oxnard Merchants Association for the operation of a Certified Farmers Market at Plaza Park.

RECOMMENDATION

That the City Council approve a License Agreement in the amount of \$1.00 annually plus 15% of gross revenues above \$2,850.00 with the Downtown Oxnard Merchants Association ensuring the operation of a Certified Farmers Market at Plaza Park.

(This item did not originate in Committee.)

BACKGROUND

The downtown farmers market at Plaza Park has been a tradition in the City of Oxnard for over twenty-five years. The farmers market is held every Thursday at Plaza Park, offering patrons a venue to buy locally grown farm products such as fruits, flowers, vegetables, eggs, nuts and honey, fresh-baked bread, assorted live plants, and hand-crafted jewelry. Onsite snack and lunch options complement downtown eateries that offer a wide variety of choices.

In 2014, the City issued a Request for Proposals seeking an operator for the downtown farmers market at Plaza Park. Staff selected the Downtown Oxnard Merchants Association.

On October 1, 2014, the City and the Downtown Oxnard Merchants Association, a California public benefit corporation, entered into a License Agreement for the use of Plaza Park to operate a farmers market for three years plus annual extensions.

The Downtown Oxnard Merchants Association has successfully performed in the operation of a farmers market since 2014. The current License Agreement will expire on January 31, 2024. Staff proposes to enter into a new License Agreement with Downtown Oxnard Merchants Association, under substantially similar terms, for the continued operation of a certified farmers market at Plaza Park in downtown Oxnard.

The First Amendment to Agreement No. 6910-14-CD allowed the Downtown Oxnard Merchants Association to reinvest into the Farmers Market/Plaza Park the funds that would have been paid to the City by providing the City with receipts on a quarterly basis demonstrating that such funds had been reinvested into the Farmers Market. In the proposed agreement, Staff recommends additional restrictions on the reinvestment of funds into the farmers market. This change is captured in Section Exhibit C.19.c.ii. The proposed term requires the License to submit a written request identifying the fee amount and proposed use of the fee for the benefit of the farmers market. The request is subject to the approval of the City Manager. While the financial impact on the City is negligible, reinvesting the funds and making improvements to the farmers market to increase attendance and bring more people downtown will benefit the entire City.

In order to ensure compliance with the License Agreement, the Downtown Oxnard Merchants Association will supply to City staff information concerning (i) total number of vendors; (ii) gross revenues; and (iii) estimates of attendance on a

quarterly basis.

The proposed License Agreement is for a two-year term to January 2026, with potential annual extensions.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The proposed License Agreement calls for a fee structure that includes an annual fee of \$1.00 plus fifteen percent of the gross revenue above \$2,850.00. The Agreement allows the Licensee to either pay the revenue back to the City or reinvest in the farmers market, subject to approval by the City Manager.

COMMITTEE OUTCOME

As this is a continuing activity, this item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. License Agreement

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“License”) is entered into on January 16, 2024, (“Effective Date”) by and between the City of Oxnard (“City”) and Oxnard Downtowners, a California public benefit corporation doing business as Downtown Oxnard Merchants Association (“DOMA”), (“Licensee”).

- I. WHEREAS, the City owns the public property described and physically shown in Exhibit “A” attached hereto and incorporated herein by this reference (“Licensee Area”); and
- II. WHEREAS, the City wishes to grant a License to Licensee to enter the License Area for the purpose of conducting a Certified Farmers Market (“Activity”); and
- III. WHEREAS, Licensee desires to use the License Area for the above-stated Activity at such days, times, intervals and duration as provided herein; and
- IV. WHEREAS, the City desires to make the License Area available to Licensee to conduct the Activity at such days, times and intervals for all the term of this License.

NOW, THEREFORE, the City and Licensee hereby agree as follows:

1. License Granted

- a. Subject to the conditions contained in this License, the City grants to Licensee a non-exclusive, revocable license to conduct the Activity on the License Area.
- b. The Licensee’s rights and entitlements under this License shall not commence until the Conditions Precedent set forth in Exhibit “B” (attached hereto and incorporated herein by this reference) have been fulfilled to the reasonable satisfaction of the City.
- c. Upon satisfying the requirements of Exhibit “B,” the Licensee may commence use of the License Area for the Activity, subject to the Operational Parameters set forth in Exhibit “C” (attached hereto and incorporated herein by this reference).
- d. The fee for this License is specified in Section 19 of Exhibit “C” hereto.
- e. Licensee may associate with another California nonprofit organization to facilitate the terms of this License. Should any such association occur, the associated organization shall be bound to the same terms applicable to Licensee under this License.

2. Maintenance

- a. License Responsibilities. In consideration for this License, Licensee shall at all times:
 - i. Comply, and cause its agents, representatives and associates to comply, with all laws, regulations, and orders of governmental authorities applicable to the Activity, and the provisions set forth in Exhibits “B” and “C” hereto, as some may be amended by the City from time to time. The Activity shall be operated in accordance with the highest standards and practices in the industry.

- ii. Obtain an appropriate use permit from the City for the Activity and comply with all terms and conditions of such use permit.
- iii. Maintain the License Area and the area within twenty-five feet surrounding the License Area free of litter, trash and other debris, except to the extent the same merchandise, inventory, furniture, goods, wares or other property from the License Area after Activity hours, the City may retain all such property at a storage facility or dispose of such property at its sole discretion without any liability to the City or Activity vendors.
- iv. Cooperate with the City's staff as requested.
- v. Conduct the Activity in a safe, sane and reasonable manner so as not to cause injury to persons or property.
- vi. Return the License Area in as good a condition as when this License commenced.
- vii. Provide the City a copy of any contract Licensee may enter into for operation of the Activity.
- viii. Promote the Activity.

3. Term of License

The term of this License shall begin on the Effective Date, and shall terminate two calendar years thereafter, on January 16, 2026, unless extended or terminated as provided for herein.

4. Termination

- a. This License may be immediately terminated by the City Manager or designee ("Manager"), with good cause, by notifying Licensee in writing of Manager's desire to terminate the License. For purposes of this License, the term "good cause" means any or all of the reasons described in Section 20 of Exhibit "C" hereto.
- b. This License may be terminated by either party without cause upon giving the other party a written notice to terminate a minimum of thirty days prior to termination.

5. Permits, Licenses and Certificates

Licensee, at Licensee's expense, shall obtain and maintain during the term of this License, all permits, licenses and certificates required in connection with the conduct of the Activity.

6. Taxes

Licensee shall be liable for and agrees to pay promptly and prior to delinquency any tax or assessment, including but not limited to any possessory interest tax, levied by any governmental authority: (a) against the Activity, License Area or any personal property, fixtures or equipment of Licensee used in connection therewith or (b) as a result of the Activity.

7. Indemnity by License

- a. To the fullest extent permitted by Law, Licensee shall (1) immediately defend; (2) indemnify; and (3) hold harmless City of Oxnard, its City Council, each member thereof, and its directors, officers, and employees (“Indemnified Party”) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with: (i) Licensee’s construction on or about the License Area; (ii) Licensee’s maintenance of or use of the License Area that is subject to the Activity; (iii) state of repair of License Area; or (iv) presence of the Activity. 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. Licensee’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 the Indemnified Part.
 - b. The duty to defend is a separate and distinct obligation from Licensee’s duty to indemnify. Licensee shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Licensee of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party. 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 Licensee asserts that liability is caused in whole or in part by the negligence or will misconduct of the Indemnified Party. If it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Licensee may submit a claim to City for reimbursement of reasonable attorneys’ fees and defense costs.
 - c. This Section shall survive expiration of this License or its earlier termination. The provisions of this Section shall not be restricted by and do not affect the provisions of this License relating to insurance.
 - d. Any associated organization pursuant to Section 1(e) shall be bound by these indemnity terms.
8. Insurance
- a. Licensee shall obtain and maintain during the term of this License the insurance coverages as specified in Exhibit “K,” attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Licensee obtain and maintain such insurance coverages.
 - b. Licensee shall, prior to use of the License Area, file with the Risk Manager evidence of insurance coverage as specified in Exhibit “D.” Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit “D.”
9. Governing Law

The construction and interpretation of this License and the right and duties of the City and Licensee hereunder shall be governed by the laws of the State of California.

10. Compliance with Laws

Licensee shall comply with all State, Federal, and local laws, rules and regulations, now or hereafter in force, pertaining to Licensee's use of the License Area.

11. Notices

- a. Any notices to the City may be delivered by mail addressed to:

City of Oxnard
300 West Third Street, Fourth Floor
Oxnard, California 93030
Attention: City Manager

- b. Any notices to the Licensee may be delivered by mail addressed to:

Downtown Oxnard Merchants Association
P.O. Box 1892
Oxnard, California 93032
Attention: President

12. Assignment

Except as provided in Section 1(e) of this License, Licensee may not delegate its rights or duties under this License without the written consent of the Manager, which consent may not be unreasonably withheld for any reason.

13. Successors and Assigns

This License shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the City and Licensee, for the benefit of the License Area.

14. Amendment

This License may be reviewed or amended at any time. Any amendments to this License shall become effective only when agreed to in writing by both the Manager and Licensee.

15. Entire Agreement

This License constitutes the entire agreement of the City and Licensee regarding the subject matter hereof and supersedes all prior communications, agreements and promises, either oral or written.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the Effective Date.

CITY OF OXNARD

DOWNTOWN OXNARD MERCHANTS
ASSOCIATION

Alexander Nguyen
City Manager

Gary Blum
President

APPROVED AS TO FORM

Stephen M. Fischer
City Attorney

Exhibit "A"
License Area

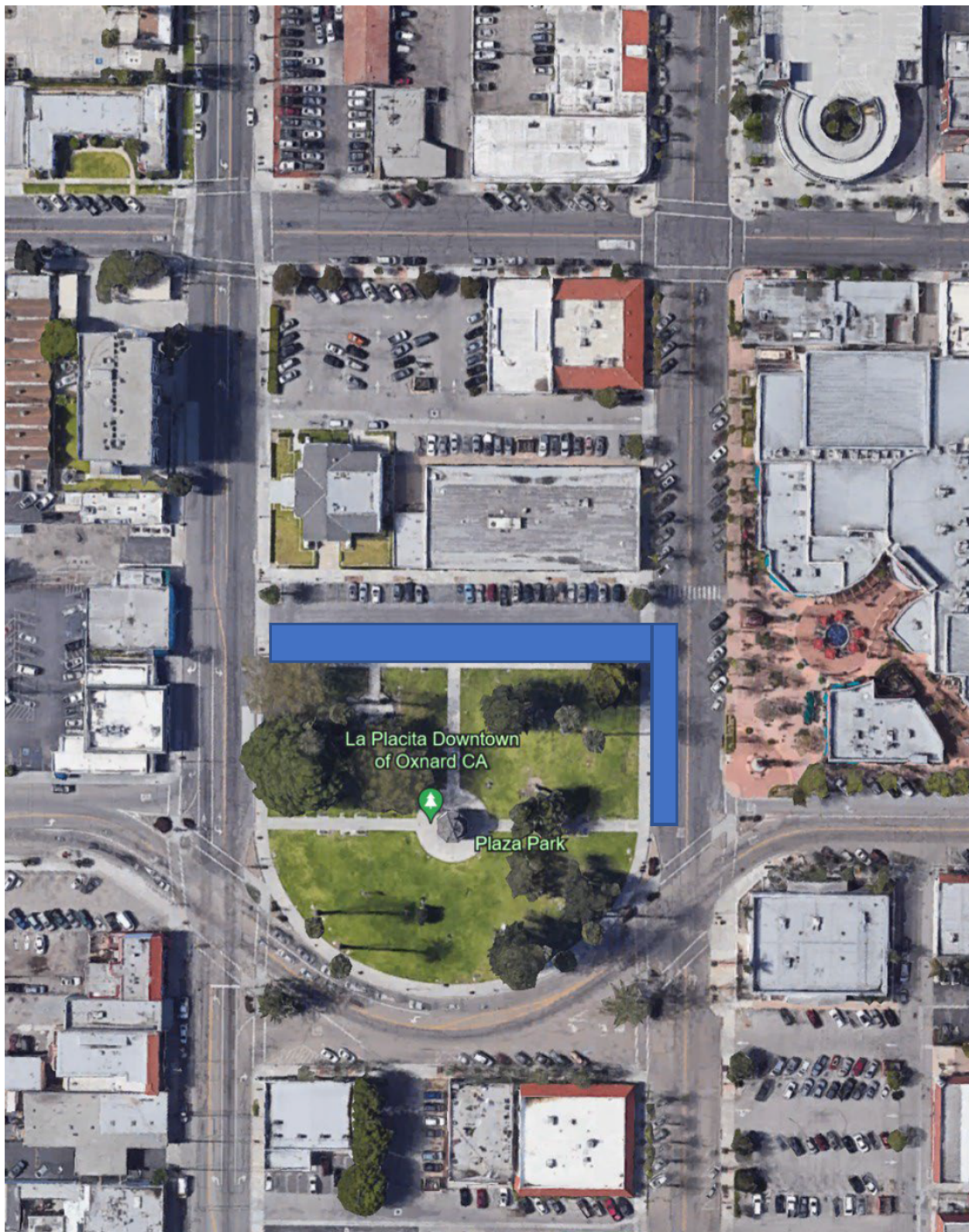


Exhibit “B”

Conditions Precedent

1. Financial Capacity. The Licensee shall evidence financial capacity by providing financial documentation (bank statements, balance sheets, etc.) showing that the Licensee has at least six months of liquid working capital or the ability to obtain it.
2. Management Plan. The Licensee shall provide a Management Plan that includes the following components:
 - a. Operational Oversight. Establishment and functionality of an Operations Committee to oversee event planning and implementation, with the express inclusion of the Oxnard Downtown Management District, nearby businesses and property owners, and the City as members and advisers.
 - b. Public Safety. Provisions for security and crowd control including, but not limited to, the involvement of public safety personnel in event planning, protocols for handling crowd disturbances and the presence of the Licensee to serve as a point of contact for public inquiries and provide overall event coordination.
 - c. Event Staging. Procedures for event staging including, but not limited to, setup, cleanup, refuse collection, refuse disposal, provision of sanitary facilities, servicing of sanitary facilities, type of directional and promotional signage, placement of directional and promotional signage, location of parking for vendors and patrons, and reservation of parking for vendors and patrons.
3. Marketing Plan. The Licensee shall provide a Marketing Plan that includes the following components:
 - a. Event Venue. Overall strategy with regard to event frequency, target audience, complimentary entertainment and promotional advertising to affirmatively further the City goals of showcasing downtown as a vibrant commercial and entertaining destination.
 - b. Physical Layout. Conceptual plan showing the anticipated number of proposed vendors, the location and interspersing of products, staging of entertainment and the anticipated foot traffic for the customers to have an unfettered and pleasant experience at the Market.
 - c. Product Control. Guidelines as to the screening or selection of vendors to ensure the best possible mix and highest quality of fruits, vegetables, and non-agricultural products that maximize customer selection and minimize over-duplication.

Exhibit “C”

Operational Parameters

1. Hours. This License is for a turnkey operation of a year-round Certified Farmers Market as defined in the California Health and Safety Code and as certified and regulated by the State of California (“Market”). The frequency, days of the week and hours of operations shall be subject to mutual agreement between the City and Licensee and detailed in the Management Plan. Any changes to the frequency, days of the week or hours of operation shall be by mutual written agreement of the City and Licensee.
2. Location. The City and Licensee acknowledge that the exact location of the License Area is subject to the approval and issuance of land use permits (if required). In addition, City Manager or designee may reasonably reconfigure the License Area in order to accommodate or address any required changes or extend the load out and load in hours. The Licensee cannot allow any Market activities outside the License Area without the prior written approval of the City Manager or designee.
3. Covenants of Licenses. The Licensee must provide a full turnkey year-round Certified Farmers Market during the times described in the Management Plan, which Market must be operated and maintained by a qualified operator at its sole cost and expense, in a first-class manner, and in compliance with all applicable ordinances, resolutions, rules and regulations of the City, County, State and Federal Law, as well as standard industry practices including, without limitation, with on-site Market management, Market rules, and periodic (non-notified) Market inspections.
4. Vendors. The Licensee at its sole cost and expense will work with approved organizations to book vendors for the Farmers Market who produce and sell fresh California produce, including fruits, nuts, vegetables, cut flowers, artisan breads, artisan prepared foods, gifts, “green” crafts and other products sold at comparable Certified Farmers Markets; provided, however, all such vendors booked for the Farmers Market are subject to the terms of this License.
5. Security. The Licensee or its Agent at its sole cost and expense must provide all necessary security and safety devices to protect the patrons of the Farmers Market during the Market’s operating hours.
6. Image. The Licensee at its sole cost and expense must promote the Farmers Market and Downtown Oxnard image as a healthy, vital part of the community.
7. Permits. The Licensee at its sole cost and expense must obtain and maintain all necessary permits, certificates, and licenses required to operate a Certified Farmers Market at the License Area and must ensure that all participating farmers, producers, entertainers and vendors obtain and maintain all necessary permits, certificates, and licenses require pursuant to the Certified Farmers Market regulations, local City, County, State and Federal laws.
8. Surrender. The Licensee at its sole cost and expense must surrender the License Area in the same condition, with all refuse, rubbish, and personal property removed, as when

received by Licensee each week before the Market, with exception for any normal wear or tear.

9. Damage. The Licensee cannot remove, damage, or alter in any way the existing improvements or personal property of the City; and Licensee must repair, at its sole cost and expense, any damage or alteration to the License Area in the same condition that existed before the damage or alteration.
10. Special Activities. Upon receiving written approval from the City Manager or designee one week in advance of the Market, the Licensee may provide special activities at the Market such as entertainment and cooking demonstrations from time to time. The Licensee and City must agree on an annual calendar of special Market activities, subject to update during the year upon written approval from the City Manager or designee.
11. Name. The Licensee agrees to use the name “Downtown Oxnard Farmers Market” exclusively during its operation of the Market. The City retains ownership of said name and all rights associated therewith.
12. Maintenance of License Area. The Licensee agrees to keep the License Area, including landscaped areas, free of debris after each use; failure to comply may result in an assessment of fees to cover cost of cleaning or in immediate termination of the License at the sole discretion of the City Manager.
13. Vehicles. At no times may any market vendor or other person associated with the Licensee park any vehicle in the landscaped areas of the License Area.
14. Condition. During the term of this License, the Licensee must maintain the License Area in a good sanitary and neat order during its hours of operation. During the term of this License, the City should maintain the License Area in good condition and repair similar to its other parking lots.
15. Conflicting Events. The City Manager and Licensee will work together to relocate, reconfigure, reschedule, or cancel the Market from time to time if the City activities are scheduled to take place on the same day or there are environmental emergencies. The Licensee’s monthly fee will be prorated to reflect the cancellation of any Market days.
16. Property Interest. The Licensee does not convey any property interest to the Licensee. Except for areas restricted because of the safety concerns, the City and the general public will have unrestricted access upon License Area for all lawful acts.
17. License Area Parking and Signage. Reasonable effort will be made by the City Manager or designee to resolve problems prior to the Market day including the Licensee posting parking lot signs or delineators the morning or evening before the Market event indicating to the public that the License Area is reserved for the Market and no parking is allowed in the License Area during the hours of Market operation. Should non-event vehicles be parked in the License Area the morning of the Market, the Licensee must attempt to advise vehicle owners that the vehicles must be relocated outside of the License Area; otherwise the vehicles may not be allowed to be removed until after the Market is closed or

arrangements can be made by the Licensee to safely relocate the vehicles by the driver during the event.

18. Rights to Extend. Any term extension may be at the rental fee set forth below and otherwise upon the same covenants, conditions, and provisions as provided by the License.

19. Fee.

- a. Upon satisfying the Conditions Precedent (Exhibit “B” of the License), the Licensee shall pay the City a fee of \$1.00.
- b. Additionally, the Licensee shall pay to City a quarterly fee equal fifteen percent of the Operator’s gross revenue in excess of Two Thousand Eight Hundred and Fifty Dollars (\$2,850.00). This fee amount shall be due to the city on April 15th for the quarter year ending March 31, July 15th for the quarter year ending June 30, October 15th for the quarter year ending September 30, and January 15th for the quarter year ending December 31. Each quarterly payment shall be accompanied by a report by the Licensee that provides the following information with supporting documentation: (i) total number of vendors; (ii) gross revenues; and (iii) estimates of attendance.
- c. Licensee, subject to review and approval by the City, shall either:
 - i. Deliver payment to City of the correct fee, by the due date required above, to the City Manager at the address identified in Section 11 of this License by the due date identified above; or
 - ii. Request that the City approve that the Licensee reinvest into the Farmers Market the applicable fee as identified above that would otherwise have been paid to the City and provide the City with receipts on a quarterly basis demonstrating that such funds had been reinvested into the Farmers Market. Licensee will be required to submit a written request to the City Manager, by the due date required above, identifying the fee amount and the proposed use of such fee for the benefit of the Farmers Market. If the City Manager approves this request then the fee amount must be reinvested and expended prior to the end of the next annual quarterly period. If the City Manager denies this request then the fee must be paid to the City at the address identified in Section 11 of this License within ten days of the City Manager’s notice of denial.
 - iii. A late charge of \$500 applies on the last day of the month following the end of each quarter if Licensee has not complied with the requirements of this License to pay a fee.

20. Termination. The City has the right to terminate this License as described in Section 4 for the following reasons:

- a. City’s receipt of a written notice from any governmental authority that the Market violates or fails to comply with Applicable Laws or fails to maintain its certification

as a Certified Farmers Market; provided, however, if such violations are curable, Licensee may cure any such violations within fifteen days from the date the Licensee receives written notice of the same. Time allowed to cure violations may be extended at the sole discretion of the City Manager.

- b. Failure to comply with the terms and conditions as set forth in this License may result in immediate termination at the sole discretion of the City Manager, including failure of Licensee to operate in a first-class manner, as evidenced by the City receipt of significant complaints about the Market, discourteous treatment of the public by Licensee's employees or non-compliance with the Management Plan or Marketing Plan stipulation in Exhibit "B" and approved by the City.
21. Waiver of Claims. Licensee expressly waives all rights, if any, to assert any claims against the City, its officials, agents or employees, as their interests may appear, for any damage, destruction or loss to Licensee or its agents, representatives or employees by any reason of fire, theft, robbery or burglary, bodily injury, personal injury, death or any other cause whatsoever, unless and to the extent resulting from the gross negligence or willful misconduct of the City. The City has no responsibility to provide security, supervision or protection against any loss or harm that may be sustained by Licensee (or its employees, agents, representatives and guests) at the Market. Licensee accepts all responsibility for any injury or public liability incurred as a result of its use of the License Area unless it is demonstrated that any such claim is due to the gross negligence or willful misconduct of the City or its officials, agents, or employees. Any associated organization pursuant to Section 1(e) of this License shall be bound by the terms of this Section.
22. Events Costs. Licensee is responsible, at its sole cost, for all expenses associated with the promotion, advertising, staging and production of the Market including, but not limited to display ads, flyers, social media and coupon-type activities for the entire term of the License.
23. Personal Agreement. Licensee understands and agrees that this License is personal to Licensee and it cannot be constructed to convey any interest whatsoever in or to real property including, without limitation, the License Area. Licensee has no right to assign, enter into a sublicense (other than to vendors offering product at the Market) or otherwise transfer or encumber this License or any of the Licensee's rights hereunder without prior written approval by the City.
24. Independent Contractor. The relationship created by this License and the operation of the License Area by Licensee as a Certified Farmers Market is that of an independent contractor and Licensee and its employees are not considered to be employees of the City nor can anything contained herein be deemed in any way to constitute a partnership, joint venture or joint enterprise between the City and Licensee. Subject to the provisions of this License, Licensee has sole control, supervision, direction and responsibility over the vendors at the Market, its employees and the manner and means of operating the License Area.

25. Benefits. Licensee is solely responsible for, and will hold the City harmless from, all matters relating to payment of Licensee's employees, agents, subcontractors, and consultants, including compliance with social security requirements, federal and state income tax withholding, and all other regulations governing employer-employee relations. Licensee acknowledges that Licensee and its employees are not entitled to any of the benefits or rights afforded employees of the City including, without limitation, sick leave, vacation leave, compensatory leave, or health life, dental, long-term disability, and workers' compensation insurance benefits.
26. Agency. Licensee and its agents, employees, subcontractors, and consultants are not, and cannot be deemed to be agents of the City, and have not authority, expressed or implied to act on behalf of the City in any capacity, as agents or otherwise, or to bind the City to any obligations.
27. Access to Records. Licensee agrees that upon twenty-four hours' notice, the City will be provided access to all accounting records of Licensee for the Market including, without limitation, duplicate vendors receipts and complete contract information for participating vendors.
28. Successors and Assigns. This License is binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, subject to the limitations on assignment.

Exhibit “D”
Insurance Requirements

Exhibit INS-M

**INSURANCE REQUIREMENTS FOR TENANTS AND CONCESSIONAIRES
(WITH AUTOMOBILE LIABILITY REQUIREMENT)**

1. Tenant/concessionaire shall obtain and maintain during the term of the Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the agreement by Tenant/concessionaire, 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. Tenant/concessionaire 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-M. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

3. Tenant/concessionaire 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. Tenant/concessionaire 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 Tenant/concessionaire; products and completed operations of Tenant/concessionaire; premises owned, occupied or used by Tenant/concessionaire; or automobiles owned, leased, hired or borrowed by Tenant/concessionaire. 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-M 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). 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 tenant/concessionaire 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-M.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					
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			

[illegible]

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		
☐ 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

REPORTS AGENDA ITEM NO. L.1

DATE: January 16, 2024

TO: City Council

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

SUBJECT: Blanket Purchase Order with Granite Construction Co. for the Purchase and Delivery of Asphalt and Aggregate Materials. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize a Blanket Purchase Order with Granite Construction Co. for a total amount not to exceed \$50,000 through June 30, 2024, for the purchase and delivery of asphalt and aggregate materials to various City locations within streets, alleyways, and parking lots.

(This item did not originate in Committee since it is an existing purchase of goods already included in the FY 2023-24 City Council-approved budget.)

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

<https://youtu.be/RFXjn7i7nhA>

BACKGROUND

Within the Ventura Tri-County area, Vulcan Materials Company and Granite Construction Company have been the leading vendors for asphalt used by the City of Oxnard for the past 25 years. Services range from delivering materials, hot and cold mix asphalt, class II base, sand, rock, and recycling materials such as removed asphalt and concrete. The Streets Division in Public Works ran a Request for Bid (RFB) PW23-77 that closed on March 6, 2023, for the purchase and delivery of asphalt and aggregate materials. The specifics of the RFB included furnishing all necessary asphalt and aggregate materials to various City locations and requiring that vendors be within a 50-mile delivery radius to ensure that the hot mix asphalt maintains the appropriate temperature that is required for paving and compaction.

Two bids were received, but only the bid from Vulcan Materials Co. was deemed responsive, as the second bid was rejected due to incomplete pricing of all materials. The result of the RFB was a Purchase Order with Vulcan Materials Co. for Fiscal Year 2023-24 in the amount of \$200,000 due to Vulcan not willing to commit to a signed agreement for multiple years.

DISCUSSION

On several occasions this fiscal year, Vulcan has been unable to provide the necessary materials for the Streets Division to continue using the two recently purchased pothole patch trucks and has hampered asphalt operations for the maintenance of roads and alleyways. Since November 27, 2023, Vulcan has stopped the production of asphalt and has only been producing rubberized asphalt. Rubberized asphalt is only used in full street repairs or road reconstruction applications, and does not have the workability in the maintenance of pothole repairs; also, Vulcan Co. is only producing at night. Vulcan initially anticipated to continue production on December 15, 2023, but their date has now moved to sometime in early January 2024.

The second local option for asphalt materials is Granite Construction Co. The Public Works Engineering Division

currently has open agreements with Granite Construction Co. for on-call street resurfacing and, as such, any additional work with Granite requires Council approval per the City’s purchasing policies.

Staff in the Public Works and Purchasing Departments have determined that establishing a Purchase Order as a secondary option when Vulcan, the primary source, is unable to provide materials or is shut down will allow the Streets Division to continue with scheduled asphalt operations for the remainder of this fiscal year.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Blanket Purchase Order with Granite Construction Co. shall not exceed \$50,000 through June 30, 2024. There are funds in the Streets Division Fiscal Year 2023-24 Council-approved budget for the purchase and delivery of asphalt and aggregate materials.

Purchase and Delivery of Asphalt and Aggregate Materials FY 23-24 Spending Plan	
1043401-52400 Project: M1101	\$50,000

COMMITTEE OUTCOME

This item did not originate in Committee since it is an existing purchase of goods already included in the FY 2023-24 City Council-approved budget.

Prepared by: Philip Schwieder, Streets Division Manager

ATTACHMENTS

1. Presentation

Blanket Purchase Order with Granite Construction Co. for the Purchase and Delivery of Asphalt and Aggregate Materials

City Council
January 16, 2024

Philip Schwieder, Streets Division Manager
Public Works Department

That the City Council approve and authorize a Blanket Purchase Order with Granite Construction Co. for a total amount not to exceed \$50,000 through June 30, 2024, for the purchase and delivery of asphalt and aggregate materials to various City locations within streets, alleyways, and parking lots.



- Within the Ventura Tri-County, Vulcan Materials Company and Granite Construction Company have been the leading vendors for asphalt used by the City of Oxnard for the past 25 years
- Streets ran a Request for Bid (RFB) PW23-77 that closed on March 6, 2023, for the purchase and delivery of asphalt and aggregate materials for \$1,000,000 for a five-year term
- The result of the RFB was a Purchase Order with Vulcan Materials Co. for Fiscal Year 2023-2024 in the amount of \$200,000 due to Vulcan not willing to commit to a signed agreement for five years

- On several occasions this fiscal year, Vulcan has been unable to provide the necessary materials for the Streets Division to continue asphalt operations for the maintenance of roads, alleyways, and parking lots
- Staff in the Public Works and Purchasing Departments have determined that establishing a Purchase Order as a secondary option when Vulcan Materials Co., the primary source, is unable to provide materials or is shut down, will allow the Streets Division to continue with scheduled asphalt operations the remainder of this fiscal year

The total cost for this Blanket Purchase Order with Granite Construction Co. shall not exceed \$50,000 through June 30, 2024. There are funds in the Streets Division Fiscal Year 2023-24 Council-approved budget for the purchase and delivery of asphalt and aggregate materials.

Purchase and Delivery of Asphalt and Aggregate Materials FY 23-24 Spending Plan	
1043401-52400 Project: M1101	\$50,000



End of Presentation