

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



AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
April 9, 2024
Regular Meeting - 8:30 to 10:00 PM

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 822 9818 6196
3. Passcode: 248596

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. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.
2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING
 - a. Submit a request to speak remotely by no later than 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/citymeetings.
 - b. Submit an email to cityclerk@oxnard.org no later than 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
 - c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.
3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING

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)

- a. To provide public comment during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting. When the presiding officer announces the particular item on the agenda you want to speak on, press *9 to raise your hand while in the zoom waiting room. Once called on, press *6 to unmute your phone.
- b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

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

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

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. 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.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the March 26, 2024, regular meeting as presented.

Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Public Works Department

SUBJECT: Agreement 32400411 with NATEC International, Inc. for Safety Training Services for the Public Works Department. (10 minutes)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement 32400411 with NATEC International, Inc. (NATEC) in the amount not to exceed \$1,500,000 for the maximum five-year term of the Agreement, with the initial term of one year ending April 30, 2025, after which the Agreement may be extended for four additional one-year terms; ending April 30, 2029, for Safety Training Services for the Public Works Department.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/_BvmJMHfi0

Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department

SUBJECT: Tree Program and Landscape Standards Update. (15 minutes)

RECOMMENDATION: That the Public Works & Transportation Committee receive and file an update of the citywide Tree Program and Landscape Standards.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/q7JLhflEJrQ>

Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department

SUBJECT: Review an Ordinance Granting the Renewal of the Crimson California Pipeline, L.P. Franchise Agreement to Operate and Maintain a Pipeline for the Transportation of Petroleum Products Under, Along and Across Harbor Boulevard and a Resolution of Intent to Grant the Franchise Agreement. (10 minutes)

RECOMMENDATION: That the Public Works and Transportation Committee review and recommend that the City Council adopt a resolution of intent (“ROI”) to set a public hearing to introduce an uncoded ordinance granting the renewal of the Crimson California Pipeline, L.P. franchise agreement to operate and maintain a pipeline for the transportation of petroleum products under, along and across Harbor Boulevard.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/6oPTswdq3rM>

Contact: Michael Wolfe, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT



**PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT**

**CONSENT AGENDA
AGENDA ITEM NO. C.1**

DATE: April 9, 2024

TO: Public Works and Transportation Committee

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

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Public Works & Transportation Committee approve the minutes of the March 26, 2024, regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 03 26 2024 Public Works & Transportation

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Regular Meeting
March 26, 2024

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:30 p.m., Chair Bert E. Perello called to order the regular meeting of the Oxnard City Council Public Works & Transportation Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Chair Bert Perello, Member Arthur Valenzuela, and Member John C. Zaragoza were present in person.

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None received.)

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the March 12, 2024 regular meeting as presented.

It was moved by Member Valenzuela, seconded by Member Zaragoza, to approve the meeting minutes as presented. VOTE: Perello, Valenzuela, and Zaragoza voted in favor, the motion carried 3-0.

D. REPORTS

1. Public Works Department

SUBJECT: Agreement 32400338 with Cameron D. Duncan DBA Duncan Engineering for On-Call Marine Engineering Services for Public Works.

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

1. The Mayor to execute an On-Call Agreement with Duncan Engineering for the maximum five-year term of the Agreement, with the initial agreement term ending March 31, 2025, after which the Agreement may be extended for four additional one-year terms with a fully extended final term ending on March 31, 2029, for an amount not to exceed \$500,000.00 for Marine Engineering services; and
2. A budget appropriation transfer in the amount of \$100,000 from the FY 2023-24 General Fund Public Works Engineering division to the Mandalay Bay Seawalls Capital Improvement Project (No. C1901)

Michael Wolfe, Public Works Director and Morgan Kessler, City Engineer presented and answered the Committee's questions. Public comments and written comments were received from Debbie Mitchell, Resident and Vice President of the Channel Islands Waterfront Homeowners Association.

It was moved by Member Valenzuela, seconded by Chair Perello, to approve the recommended action as presented. VOTE: Perello, Valenzuela, and Zaragoza voted in favor, the motion carried 3-0.

2. Public Works Department

SUBJECT: Agreement 32400452 with JAS Landscape LLC for Landscape Maintenance Services within Community Facilities District No. 4.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with JAS Landscape, LLC in the amount not to exceed \$2,721,267 for the maximum five-year term of the Agreement, with the initial agreement term ending June 30, 2025, after which the Agreement may be extended for four additional one-year terms with a fully extended final term ending on June 30, 2029, for landscape maintenance services within Community Facilities District No. 4.

Steve Howlett, Assistant Public Works Director and Eric L. Storrie, CPRP, Special Districts Manager presented and answered the Committee's questions. Public comments were received from Joe Telles and Dean Madsen.

It was moved by Member Zaragoza, seconded by Member Valenzuela, to approve the recommended action as presented. VOTE: Perello, Valenzuela, and Zaragoza voted in favor, the motion carried 3-0.

3. Public Works Department

SUBJECT: Public Project Agreement 32400427 with Garcia's Landscaping & Maintenance, Inc. for Seabridge Park Bench Installation Project, Specification No. SD 24-82.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Garcia's Landscaping & Maintenance, Inc. in the amount not to exceed \$12,650 for the installation of park benches at Community Facilities District No. 4.

Eric L. Storrie, CPRP, Special Districts Manager answered the Committee's questions. Public comments were received from Joe Telles.

It was moved by Member Zaragoza, seconded by Member Valenzuela, to approve the recommended action as presented. VOTE: Perello, Valenzuela, and Zaragoza voted in favor, the motion carried 3-0.

4. Public Works Department

SUBJECT: Public Project Agreement 32400383 with Best Contracting Services, Inc. for On-Call Roofing Maintenance and Minor Repair Services Project, Specification No. PW 23-95.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council authorize the Mayor to execute an Agreement with Best Contracting Services, Inc. for a total amount not to exceed \$190,000 for a maximum two-year term for on-call roofing maintenance and minor repair services.

Steve Howlett, Assistant Public Works Director answered the Committee's questions. No public comments were received.

It was moved by Member Zaragoza, seconded by Member Valenzuela, to approve the recommended action as presented. VOTE: Perello, Valenzuela, and Zaragoza voted in favor, the motion carried 3-0.

5. Public Works Department

SUBJECT: Public Project Agreement 32400262 with Central Coast Engineering for On-Call Plumbing Maintenance and Minor Repairs Services, Specification No. PW 23-105.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council authorize the Mayor to execute an Agreement with Central Coast Engineering for a total amount not to exceed \$196,000 for a one-year term for on-call plumbing maintenance and minor repair services.

Steve Howlett, Assistant Public Works Director answered the Committee's questions. No public comments were received.

It was moved by Chair Perello, seconded by Member Valenzuela, to approve the recommended action as presented. VOTE: Perello, Valenzuela, and Zaragoza voted in favor, the motion carried 3-0.

E. ITEMS FOR FUTURE AGENDAS (No requests were made.)F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 9:21 p.m.

ROSE CHAPARRO

City Clerk

BERT E. PERELLO

Chair



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1

DATE: April 9, 2024

TO: Public Works and Transportation Committee

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

SUBJECT: Agreement 32400411 with NATEC International, Inc. for Safety Training Services for the Public Works Department. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement 32400411 with NATEC International, Inc. (NATEC) in the amount not to exceed \$1,500,000 for the maximum five-year term of the Agreement, with the initial term of one year ending April 30, 2025, after which the Agreement may be extended for four additional one-year terms; ending April 30, 2029, for Safety Training Services for the Public Works Department.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/BvmJMhf10>

BACKGROUND

The California Department of Industrial Relations (Cal/OSHA) requires specific safety training for the construction and general industry sectors. The Public Works Department engages in projects and endeavors that are considered construction and general industry activities. To comply with Cal/OSHA regulations and guarantee the utmost safety for our personnel, the City must provide comprehensive training on various crucial topics. These training topics include but are not limited to Asbestos Awareness, Confined Space Entry and Rescue, Crane Operations and Rigging, Electrical Safety, Fall Protection, Forklift/Heavy Equipment Operations, Hand and Power Tools, Hazardous Waste Awareness and Handling, Mobile Elevating Work Platforms, Traffic Control, Tree Work, Trenching and Excavation Awareness, and Welding and Hot Work Safety.

Historically, the City has completed training in-house or enlisted the services of external consultants to deliver specialized training for specific divisions. In an effort to bring consistent and group-specialized training to the hundreds of Public Works personnel, a Public Works safety training service was solicited. This service agreement would allow consistent safety training to the following Public Works Divisions; Engineering, Facilities, Fleet Services, Parks, Special Districts, Street Maintenance, Traffic, Wastewater, Water, Environmental Resources, and other groups as needed.

DISCUSSION

The Purchasing Department released a Request for Proposal (RFP) PW 24-69 for Safety Training Services for the Public Works Department on December 26, 2023, with a proposal due date of January 31, 2024. RFP PW

24-69 received a total of eight (8) proposals from the following contractors:

Arbill Industries, Inc.	EHS International, Inc.
Montgomery Investigations	NATEC International, Inc.
United Rentals (North America), Inc.	Women Teaching CPR
Safety Prime Consultants	OSTS, Inc.

The proposals were reviewed by the Purchasing Division (Buyer), Human Resources Department (Health & Safety Administrator, Health & Safety Training Officer), the Wastewater Division (Sr. Admin Services Analyst), and the Water Division (Water Operations Manager, AWP Operations Manager) with a determination of NATEC to be the highest ranked proposer based on scoring criteria listed in RFP PW 24-69. Scoring criteria consisted of the contractor's overall responsiveness and completeness of the proposal, qualification and experience, history providing the requested services, past record of performance, and cost. Additionally, NATEC meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes that NATEC is capable of satisfactorily providing safety training services to the Public Works Department.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The cost for this agreement with NATEC International, Inc., shall not exceed \$1,500,000 through April 30, 2029. The estimated cost for this fiscal year is \$53,000 and be funded from available appropriations in the approved Fiscal Year 2023-24 budget within various Public Works Funds. The funding for subsequent fiscal years will be requested during the annual budget process. The in-person safety training will be selected and paid for by each division on an as-needed basis to meet OSHA regulations and individual division requirements. Payment shall be made when service is rendered and there will be no guaranteed spending amounts through the duration of the agreement.

Estimated Spending Plan							
PW Division	FY 23/24 (2 Months)	FY 24/25 (12 Months)	FY 25/26 (12 Months)	FY 26/27 (12 Months)	FY 27/28 (12 Months)	FY 28/29 (10 Months)	TOTAL
Water (6013600-52310 & 6013605-52310)	\$10,000	\$60,000	\$60,000	\$60,000	\$60,000	\$50,000	\$300,000
Wastewater (6113610-52310)	\$15,000	\$90,000	\$90,000	\$90,000	\$90,000	\$70,000	\$445,000

Environmental Resources (6313630-52310)	\$5,000	\$20,000	\$20,000	\$20,000	\$20,000	\$15,000	\$100,000
Streets (1013401-52310)	\$3,000	\$15,000	\$15,000	\$15,000	\$15,000	\$14,000	\$77,000
Parks (1013301-52310, 1013302-52310 & 1013304- 52310)	\$7,000	\$45,000	\$45,000	\$45,000	\$45,000	\$35,000	\$222,000
Facilities (7353740-52310)	\$2,000	\$10,000	\$10,000	\$10,000	\$10,000	\$9,000	\$51,000
Fleet (7413750-52310)	\$4,000	\$25,000	\$25,000	\$25,000	\$25,000	\$18,000	\$122,000
Special Districts (20003801- 52310)	\$5,000	\$30,000	\$30,000	\$30,000	\$30,000	\$25,000	\$150,000
Engineering (1013101-52310)	\$2,000	\$6,500	\$6,500	\$6,500	\$6,500	\$5,000	\$33,000
TOTAL	\$53,000	\$301,500	\$301,500	\$301,500	\$301,500	\$241,000	\$1,500,000

Prepared by: Timothy Beaman, Supervising Civil Engineer, Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. Agreement 32400411 NATEC International
2. Presentation

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND NATEC INTERNATIONAL, INC.**

By This Consultant/Professional Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of NATEC International, 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. [Intentionally Omitted]

2. **SUMMARY DESCRIPTION OF SERVICES.** Safety Training Services for the Public Works Department.

3. **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

NATEC International, Inc. ("CONSULTANT"), a corporation of the State of California, located at 9300 Daisy Ave, Fountain Valley CA 92708

4. **TERM OF AGREEMENT:** From (Date): 5/1/24 To (Date): 4/30/25

4.1 Time is of the essence in this Agreement.

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

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

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

5. AGREEMENT AMOUNT NOT TO EXCEED: \$1,500,000.00

6. 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
Exhibit F: Iran Contracting Certification

7. 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:

Name: Esteban Camara

Title: Occupational Health & Safety Administrator

Phone: (805) 200-5337

Email: esteban.camara@oxnard.org

Mailing Address (if differs from above):

CONSULTANT Designated Representative:

Name: Allison Croulet

Title: Vice President

Phone: (714) 678-2750

Email: bids@natecintl.com

Mailing Address (if differs from above):

PO box 8657

Fountain Valley, CA 92728

8. CONTRACTUAL PREREQUISITES.

8.1 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.

8.2 CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on CITY until the AGREEMENT is fully executed and approved by CITY.

8.3 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.

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

8.5 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.

9. CONSULTANT'S SERVICES.

9.1 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.

9.2 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.

10. 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 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

11. 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.

11.1 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.

11.2 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.

11.3 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.

11.4 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.

12. 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.**

13. 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.

14. 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

22 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.

15. [RESERVED]

16. 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.

17. 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.

18. 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.

19. STANDARD OF PERFORMANCE; WARRANTY

19.1 Consultant agrees to perform all services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar services under similar conditions in the same or similar locality. Such services shall also be performed in a manner which is reasonably satisfactory to CITY PROJECT MANAGER, or his designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

19.2 In accordance with the standard of care set forth in the first sentence of Section 19.1, the Consultant agrees that it:

- (1) Has thoroughly reviewed and considered the services and work to be performed;
- (2) Has reviewed the issues regarding the scope of services to be provided;
- (3) Has carefully considered how the services and related work should be performed; and
- (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. 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.

20.1. Records and Inspections. The CONSULTANT shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. 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.

20.2. 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.

20.3. 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.

20.4. 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.

20.5. 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.

20.6. 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.

20.7. 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.

21. 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.

22. 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 7. 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.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 Except as set forth in Subsection 23.3 of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, (but not including the City's construction contractors or other consultants) and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City 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. If it is finally adjudicated that liability was caused by the negligence or 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 Subsection 23.1 and 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 City 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 shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees, or any other party for whom Consultant is not legally liable.

23.4 The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of Section 23, inclusive shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

23.5 The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

23.6 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

In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any CONSULTANT that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars (\$1,000,000) or more, must certify, that the CONSULTANT is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A CONSULTANT is ineligible to enter into any contract with the CITY for goods or services of one million dollars (\$1,000,000) or more if the CONSULTANT engages in investment activities in Iran. CONSULTANT must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit F.

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. 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.

33. CARE OF WORK

Should Consultant discover any latent or unknown conditions materially differing from those inherent in the services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any services, except at Consultant's risk, until written instructions are received from the Project Manager.

34. REPORTS

Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the services required by this Agreement.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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 4 and upon signature of all Parties.

CITY OF OXNARD

NATEC International, Inc.

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

Michael Horner, President Date

Allison Croulet, Vice President ³ 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 NATEC INTERNATIONAL, INC.)

SCOPE OF SERVICES

PROJECT MANAGER: Esteban Camara, (805) 200-5337, Esteban.camara@oxnard.org

The Contractor shall furnish all necessary labor, materials, equipment and other incidental and appurtenant Work to provide Safety Training Services for the City of Oxnard Public Works Department. Locations are shown at the end of this section and the City may add additional training topics and locations as needed.

The Contractor shall provide qualified technical and professional staff to supply on-site training to Public Works staff. The Contractor shall be responsible for providing the necessary training material, reports, and records in a timely manner.

The training topics shall include, but not be limited to:

1. Asbestos Awareness Level Training
2. Asbestos Cement Pipe Worker Initial 4 hour
3. Bloodborne Pathogens Awareness Level
4. Confined Space Awareness Level 2 Hours
5. Confined Space Entry Initial Level 8 Hours
6. Confined Space Entry Refresher Level 4 Hours
7. Confined Space Entry and Non-Entry Rescue Competent Person Initial Level 16 Hours
8. Confined Space Entry and Non-Entry Rescue Competent Person Refresher Level Training – 8 Hours
9. Confined Space Entry Train-The-Trainer – 16 Hours
10. CPR/First Aid/AED (Adult) Certification Training – 5 Hours (HSI MEDIC First Aid Program)
11. Defensive Driver Training Awareness (Class C)
12. Electrical Awareness Level Training – 2 Hours
13. Electrical Safety Low/High Voltage Qualified Person
14. Elevating Work Platforms & Aerial Devices
15. Elevating Work Platforms & Aerial Devices Initial Level
16. Fall Protection Authorized User 4 Hour
17. Fire Prevention w/ Live Fire Extinguisher Training
18. Fit testing/cartridge filter mask training/ Resp Protection
19. Forklift Operator Initial Level
20. Hand and Power Tools Awareness Level Training – 2 Hours
21. Hazard Communication Awareness Level Training – 2 Hours
22. Hazardous Waste handling Awareness
23. HAZWOPER 24 Hour - Occasional Site Worker
24. HAZWOPER First Responder Awareness Level (FRAL)

25. Hearing Conservation Awareness Level Training – 2 Hours
26. Heat Illness Prevention
27. Heavy Equipment Operator Safety Refresher Level
28. Heavy Equipment Operator Training Initial Level (2 Days) Backhoe Loader, Front-End Loader, Excavator, Skid-Steer Loader
29. Injury & Illness Prevention Plan (IIPP)
30. Intro to OSHA/Focus Four
31. Ladder Awareness Level Training – 2 Hours
32. Lockout/Tagout For Affected Employees Training Program – 2 Hours
33. Lockout/Tagout For Authorized Users Training Program – 4 Hours
34. Machine Guarding Awareness Level Training – 2 Hours
35. Mobile Elevating Work Platform Operator Safety Initial Level
36. Overhead Crane Operator Rigging and Signal Person 8 hour
37. Personal Protective Equipment Awareness
38. Pesticide Application
39. RCRA/Cal EPA Hazardous Waste Management Certification
40. Rigger/Signal Person Qualified Level Training – 8 Hours
41. Slips, Trips & Falls Awareness
42. Traffic Control / Flagging Safety ATSSA Certified Flagger
43. Traffic Control and Flagger Initial 8 hours
44. Traffic Control Awareness Level 2 hours
45. Traffic Control Flagging Initial 8 hours
46. Traffic Control Flagging Refresher 4 Hours
47. Tree Worker Safety
48. Trenching & Excavation Awareness
49. Utility Trailer Safety Initial
50. Welding & Hot Work Safety Awareness
51. Hydrogen Sulfide (H₂S) Annual Awareness Training

The City reserves the right to make changes to its course needs and for other as-needed services, make adjustments to the training dates based on other City obligations and/or add additional courses resulting from new regulatory requirements. The City shall reasonably inform the vendor in advance of changes.

The following section outlines the responsibilities of both Vendor and Department:

Vendor Responsibilities:

- Develop the course curriculum to meet state, federal and local regulations for Department approved course topics.
- Provide training to Department through a trainer with subject matter expertise.
- Provide course descriptions and associated course credit to the Project Manager prior to acceptance in order for Project Manager to promote training(s).
- Coordinate with Project Manager the course training meeting dates and times.
- Provide and distribute as-needed printed materials for each course to attendees.
- Submit an attendance roster to Project Manager after the completion of each course to confirm employee course attendance.

- Prepare and distribute employee certificates of completion, including associated course credit (if applicable) after each course.

Project Manager/Department Responsibilities:

- Coordinate with Vendor regarding course topics and training dates.
- Reserve training location.
- Communicate and promote training dates with Department staff.
- Provide as-needed audio equipment and projector screen for courses.
Provide minimum advance notice whenever possible regarding class cancellation that is mutually agreed upon by both parties (Vendor and Project Manager/Department).

TRAINING LOCATIONS

Facilities	1060 Pacific Ave. Oxnard, CA 93030
Fleet	1060 Pacific Ave. Oxnard, CA 93030
Parks	1060 Pacific Ave. Oxnard, CA 93030
Special Districts	1060 Pacific Ave. Oxnard, CA 93030
Streets Maintenance	1060 Pacific Ave. Oxnard, CA 93030
Water	251 S. Hayes Ave Oxnard, CA 93030
Wastewater	6001 Perkins Rd. Oxnard, CA 93033
Recycled Water	5700 Perkins Rd. Oxnard, CA 93033
Engineering	305 West Third St, 2nd Floor, Oxnard, CA 93033
Traffic	214 S C St, Oxnard, CA 93030
Environmental Resources	111 S Del Norte Blvd, Oxnard, CA 93030

The City reserves the right to add or remove locations as needed.

EXHIBIT B

**CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and NATEC INTERNATIONAL, INC.)**

SCHEDULE OF COMPENSATION

No.	CLASS DESCRIPTION	TOTAL HOURS OF TRAINING	MAX STUDENT PER SESSION	COST FOR ADD'L STUDENTS (IF ANY)	FLAT RATE
1	Asbestos Awareness Level Training	1-2 hours	25	\$38 / student	\$1183 \$850 (Virtual)
2	Asbestos Cement Pipe Worker Initial 4 hour	4 hours	15	\$38 / student	\$1383
3	Bloodborne Pathogens Awareness Level	2 hours	25	\$38 / student	\$1228 \$850 (Virtual)
4	Confined Space Awareness Level 2 Hours	2 hours	25	\$38 / student	\$1433 \$950 (Virtual)
5	Confined Space Entry Initial Level 8 Hours	8 hours	20		\$1610
6	Confined Space Entry Refresher Level 4 Hours	4 hours	25	\$58 / student	\$1433
7	Confined Space Entry and Non-Entry Rescue Competent Person Initial Level 16 Hours	16 hours	12		\$2997
8	Confined Space Entry and Non-Entry Rescue Competent Person Refresher Level Training – 8 Hours	8 hours	15		\$1610
9	Confined Space Entry Train-The-Trainer – 16 Hours	16 hours	10		\$4137
10	CPR/First Aid/AED (Adult) Certification Training – 5 Hours (HSI MEDIC First Aid Program)	5 hours	12		\$1310
11	Defensive Driver Training Awareness (Class C)	2 hours	25	\$38 / student	\$1405 \$950 (Virtual)
12	Electrical Awareness Level Training – 2 Hours	2 hours	25	\$38 / student	\$1405
13	Electrical Safety Low/High Voltage Qualified Person	8 hours	15		\$1917
14	Elevating Work Platforms & Aerial Devices	8 hours	12		\$1433
No.	CLASS DESCRIPTION	TOTAL HOURS OF TRAINING	MAX STUDENT PER SESSION	COST FOR ADD'L STUDENTS (IF ANY)	FLAT RATE

Agreement No. 32400411

15	Elevating Work Platforms & Aerial Devices Initial Level	8 hours	12		\$1610
16	Fall Protection Authorized User 4 Hour	4 hours	20	\$58 / student	\$1433
17	Fire Prevention w/ Live Fire Extinguisher Training	4 hours	15		\$1483
18	Fit testing/cartridge filter mask training/ Resp Protection	2-4 hours	15		\$1383
19	Forklift Operator Initial Level	8 hours	12		\$1510
20	Hand and Power Tools Awareness Level Training – 2 Hours	2 hours	25	\$38 / student	\$1183 \$850 (Virtual)
21	Hazard Communication Awareness Level Training – 2 Hours	2 hours	25	\$38 / student	\$1183 \$850 (Virtual)
22	Hazardous Waste handling Awareness	2 hours	25	\$38 / student	\$1183
23	HAZWOPER 24 Hour - Occasional Site Worker	24 hours	25		\$4797
24	HAZWOPER First Responder Awareness Level (FRAL)	8 hours	25	\$58 / student	\$1383
25	Hearing Conservation Awareness Level Training – 2 Hours	2 hours	25	\$38 / student	\$1183
26	Heat Illness Prevention	2 hours	25	\$38 / student	\$1183
27	Heavy Equipment Operator Safety Refresher Level	8 hours	12		\$1433 \$1200 (Virtual)
28	Heavy Equipment Operator Training Initial Level (2 Days) Backhoe Loader, Front-End Loader, Excavator, Skid-Steer Loader	16 hours	12		\$3237
29	Injury & Illness Prevention Plan (IIPP)	1-2 hours	25	\$38 / student	\$1183 \$850 (Virtual)
30	Intro to OSHA/Focus Four	6-8 hours	25	\$58 / student	\$1433
31	Ladder Awareness Level Training – 2 Hours	2 hours	25	\$38 / student	\$1183 \$850 (Virtual)
32	Lockout/Tagout For Affected Employees Training Program – 2 Hours	2 hours	25	\$38 / student	\$1248
33	Lockout/Tagout For Authorized Users Training Program – 4 Hours	4 hours	20	\$58 / student	\$1433
34	Machine Guarding Awareness Level Training – 2 Hours	2 hours	25	\$38 / student	\$1183
35	Mobile Elevating Work Platform Operator Safety Initial Level	8 hours	12		\$1510
36	Overhead Crane Operator Rigging and Signal Person 8 hour	8 hours	12		\$1610
37	Personal Protective Equipment Awareness	1-2 hours	25	\$38 / student	\$1183 \$850 (Virtual)
38	Pesticide Application	4 hours	20		\$1610
39	RCRA/Cal EPA Hazardous Waste Management Certification	6-8 hours	20		\$1710
No.	CLASS DESCRIPTION	TOTAL HOURS OF TRAINING	MAX STUDENT PER SESSION	COST FOR ADD’L STUDENTS (IF ANY)	FLAT RATE

40	Rigger/Signal Person Qualified Level Training – 8 Hours	16 hours (Qualified level) 8 hours (Competent Person Level)	12 20		\$3597 (16 hours/Qualified level) \$1610 (8 hours/Competent Person Level)
41	Slips, Trips & Falls Awareness	2 hours	25	\$38 / student	\$1183 \$850 (Virtual)
42	Traffic Control / Flagging Safety ATSSA Certified Flagger	4 hours	15		\$2600
43	Traffic Control and Flagger Initial 8 hours	8 hours	15		\$1610
44	Traffic Control Awareness Level 2 hours	2 hours	20	\$58 / student	\$1348
45	Traffic Control Flagging Initial 8 hours	8 hours	20		\$1610
46	Traffic Control Flagging Refresher 4 Hours	4 hours	20	\$58 / student	\$1383
47	Tree Worker Safety	4 hours	20		\$1610
48	Trenching & Excavation Awareness	4 hours	20		\$1510
49	Utility Trailer Safety Initial	8 hours	12		\$1510
50	Welding & Hot Work Safety Awareness	4 hours	20	\$38 / student	\$1433
51	Hydrogen Sulfide (H2S) Annual Awareness Training	4 hours	20	\$38 / student	\$1433

EXHIBIT C

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and NATEC INTERNATIONAL, 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.

[See next pages]

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

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE 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 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

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION:	
Telephone: NAMED INSURED		Insurance Company: Policy No.: Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)	
		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.			
CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.			
SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.			
CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.			
PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.			
SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ Telephone: (_____) _____ Date Signed _____ <i>(original signature required)</i>	

EXHIBIT E

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and NATEC INTERNATIONAL, 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 F

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and NATEC INTERNATIONAL, 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.

EXHIBIT G

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and NATEC INTERNATIONAL, INC.)
IRAN CONTRACTING CERTIFICATION

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)

Public Contract Code Sections 2202-2208

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

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

OPTION No.1 – CERTIFICATION

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

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_ in the State of

OPTION No.2 – EXEMPTION

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

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_ in the State of

Agreement 32400411 with NATEC International, Inc. for Safety Training Services for the Public Works Department

Public Works & Transportation Committee, April 9, 2024
City Council, April 30, 2024

Esteban Camara, Occupational Health and Safety Administrator
Human Resources Department

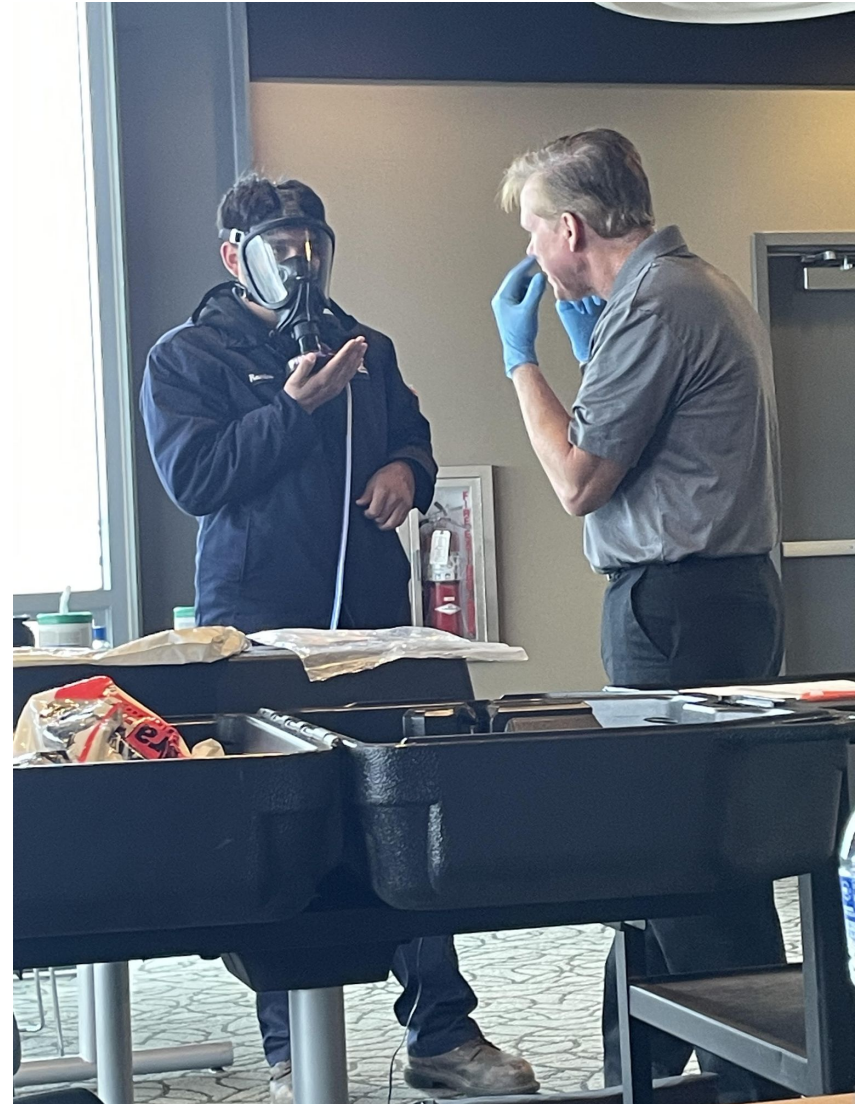
Public Works & Transportation Committee

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement 32400411 with NATEC International, Inc. (NATEC) in the amount not to exceed \$1,500,000 for the maximum five-year term of the Agreement, with the initial term of one year ending April 30, 2025, after which the Agreement may be extended for four additional one-year terms, ending April 30, 2029, for Safety Training Services for the Public Works Department.

City Council

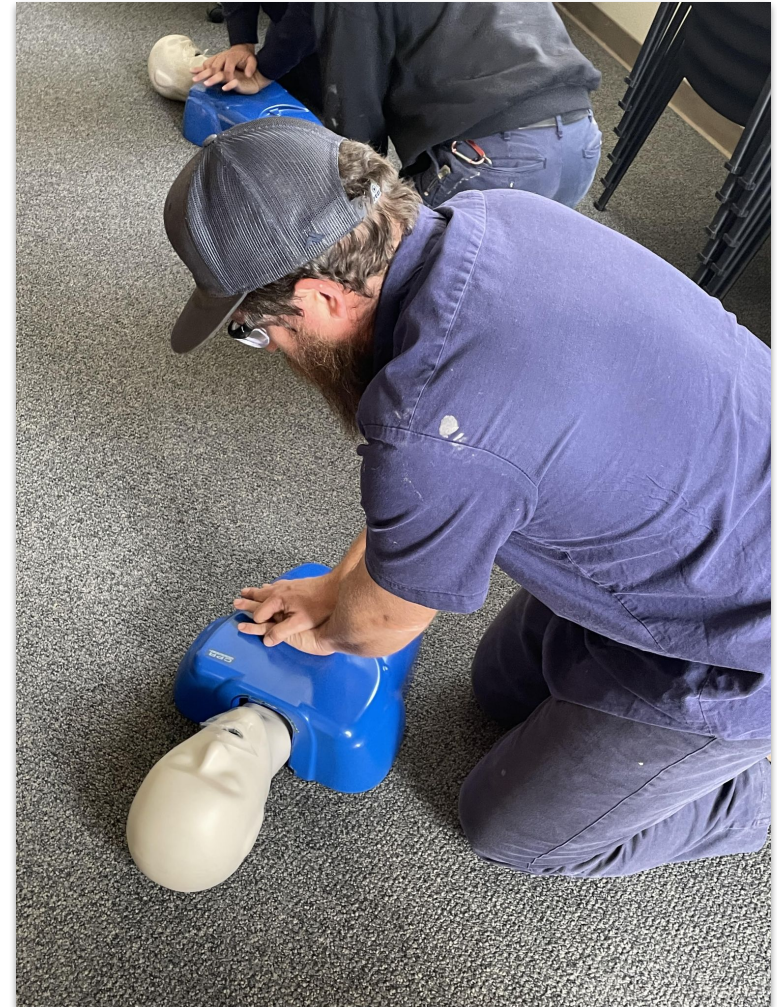
That the City Council approve and authorize the Mayor to execute Agreement with NATEC International, Inc. (NATEC) in the amount not to exceed \$1,500,000 for the maximum five-year term of the Agreement, with the initial term of one year ending April 30, 2025, after which the Agreement may be extended for four additional one-year terms, ending April 30, 2029, for Safety Training Services for the Public Works Department.

- The California Department of Industrial Relations (Cal/OSHA) requires specific safety training for the construction and general industry sectors
 - The various divisions within Public Works fall under these categories
- To comply with Cal/OSHA regulations and enhance safety for personnel, the City set out to acquire safety training on a range of crucial topics including, but not limited to:
 - Confined Space entry/ rescue, Hazardous waste, Hand and power tools, trenching, excavation, and welding
- Historically, the City has completed training in-house or enlisted the services of external consultants to deliver specialized training for specific divisions



Confined Space Entry (Left) / Fit Testing (Right)

- In an effort to provide consistent safety training to all Public Works employees, a safety training agreement was solicited for the following:
 - Engineering, Facilities, Fleet Services, Parks, Special Districts, Streets Maintenance, Traffic, Water, Wastewater, and Environmental Resources
- Additional groups may be added



CPR Training

- The Purchasing Department released Request for Proposal (RFP) PW 24-69 for Safety Training Services for the Public Works Department on December 26, 2023
 - Due date - January 31, 2024
 - 8 proposals received from the following contractors:

Arbill Industries, Inc.	EHS International, Inc.	Safety Prime Consultants	Montgomery Investigations
NATEC International, Inc.	OSTS, Inc.	United Rentals (North America), Inc.	Women Teaching CPR

- Proposals were reviewed by:
 - Purchasing Department - Buyer
 - Human Resources Department - Occupational Health and Safety Administrator, Health and Safety Training Officer
 - Wastewater Division - Sr. Admin Services Analyst
 - Water Division - Water Ops Manager, AWPf Ops Manager

- Scoring criteria consisting of:
 - Contractor responsiveness/ completeness of proposal
 - Qualification/ experience
 - History providing services
 - Past performance from references
 - Cost
- The evaluation group determined that NATEC was the highest ranked proposer and recommended an agreement be awarded
- Through this agreement, NATEC will provide safety training services to the various Public Works divisions on an as needed basis

- The not to exceed amount for this agreement with NATEC International, Inc. is \$1,500,000
 - Available appropriations shall be used for the remainder of the Fiscal Year 2023-24
 - Funding for subsequent fiscal years will be requested during the annual budget process
- In-person safety training will be selected and paid for by each division on an as-needed basis to meet OSHA regulations and individual division requirements
- Payment shall be made when service is rendered and there will be no guaranteed spending amounts through the duration of the agreement.



End of Presentation



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.2

DATE: April 9, 2024

TO: Public Works and Transportation Committee

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

SUBJECT: Tree Program and Landscape Standards Update. (15 minutes)

RECOMMENDATION

That the Public Works & Transportation Committee receive and file an update of the citywide Tree Program and Landscape Standards.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/q7JLhflEJrQ>

BACKGROUND

Parks Division - Trees

The Parks Division of the Public Works Department is responsible for maintaining 36 Parks, 1.7 miles of Oxnard Beach, the citywide street landscaping that includes the public rights-of-way, over 32,000 trees, and conducts citywide graffiti abatement of City-owned properties and within and adjacent to the City's rights-of-way.

With the passing of Measure E, effective April 1, 2021, funding was identified to begin addressing the long-deferred tree maintenance. The annual operating budgets for the Parks Tree Subdivision were approximately \$1.25 million in FY 2021-22, \$1.5 million in FY 2022-23, and \$1.3 million in FY 2023-24.

Parks developed and implemented a plan that started in FY 2021-22 to address many years of deferred tree maintenance. The implementation of this plan included developing a 5-year grid pruning cycle for all City maintained trees, awarding a grid pruning contract, awarding a separate on-call tree services contract, and contracting with consulting companies to provide assessments and recommendations for all City trees, that includes a separate hazardous tree assessment with mitigation recommendations for eucalyptus trees.

Both the grid pruning contract and the on-call tree services contract serve the General Fund trees and the Special Districts trees. However, task orders for the Special Districts trees are issued separately and invoiced separately to ensure each district is only charged for the trees that are identified in their formation documents.

Special Districts Division - Trees

The Special Districts Division of the Public Works Department is responsible for 50 assessment districts containing 17 parks, street landscapes for several districts, and over 15,000 trees throughout all of the districts.

However, some of these Districts are underfunded or partially funded due to the requirements related to the assessment changes that were brought upon by the approval of Proposition 218 in 1996. Therefore, some of the LMDs, MAD4, and WAD have not been able to perform routine maintenance of their landscapes and trees without a change in their assessment via a vote of the property owners or registered voters as applicable.

Landscape Standards

The Landscape Standards were last approved by the City Council in 1988. In response to water restrictions, State regulations, and the changing climate, it has become necessary for the City to update the Landscape Standards for both new commercial, industrial, and residential construction, as well as provide guidelines for residents and businesses to renovate their existing landscapes.

DISCUSSION

Parks Division – Grid Pruning

Staff addressed the deferred maintenance of the citywide General Fund trees through the development and implementation of a 5-year grid pruning plan. One of the challenges of developing this plan was not having accurate tree inventory data because the last comprehensive inventory was done approximately 15 years ago. Due to the lack of reliable data, staff made certain assumptions to formulate a plan that will prune over 32,000 General Fund trees within a 5 year timeframe. This plan has some flexibility built-in to accommodate unanticipated changes and delays.

The first year of work (FY 2021-22) focused on all 6,646 arterial street trees throughout the City (Attachment 1). The grid pruning plan for years two through five is to trim the remaining General Fund trees, regardless of planting location category (i.e. residential, parks, secondary streets, parking lots, etc.), starting at the eastern side of the City and working to the west.

In year two (FY 2022-23), the number of trees that were grid pruned was 5,027. This was lower than our goal because the tree services were shifted to complete the hazardous tree work (eucalyptus) before the specified funding expired. There were 101 eucalyptus trees removed, in addition to another 285 eucalyptus trees that were trimmed.

For year three (current FY 2023-24), the target number of General Fund trees to be grid pruned is 7,061. An additional 10,840 trees are being pruned by the Special Districts Division. The FY 2023-24 Grid Pruning Map (Attachment 2) shows in “Green” all of the trees that have been completed in years one, two, and three. The remaining trees that will be completed by the end of April 2024 are shown with a “Grey Dot” and the trees that will be completed by June 30, 2024, are shown in “Grey”. The “Red Circles” show the remaining areas of the City that will be grid pruned in fiscal years four and five.

Based on current funding levels, it is anticipated that the 5-year grid pruning plan will be completed on schedule. However, due to the term of the existing grid pruning contract, staff will need to re-bid this service in order to complete year five. The costs for grid pruning are expected to increase with the award of the new contract.

Special Districts Division - Grid Pruning

During the preparation of the district budgets for FY 2023-24, the property owners within the districts expressed their strong desire to include tree pruning within their neighborhoods. As such, staff worked with the current grid pruning contractor to develop a schedule to service approximately 10,840 trees that are located in most of the LMDs and in many of the CFDs. The estimated total cost for this grid pruning within Special Districts is \$745,000. Each district is responsible for the funding of their trees, per the formation documents.

Staff also developed a 5 year Project Schedule for each district that will reflect the City’s 5-year grid pruning cycle in perpetuity, subject to available District funds in the future.

The communities of Harbour Island (WAD2), St. Tropaz (LMD11), Greystone (LMD23), The Pointe (LMD25), and Cameron Ranch (LMD49) did not receive grid pruning services this fiscal year due to the inability to levy the additional funds necessary through the annual levy process because of the maximum annual assessment amounts for each district. However, these districts have requested the grid pruning services for FY 2024-25, and staff anticipates being able to fund these remaining 650 trees through a combination of both the available funds within each district’s new fiscal year budget and the available funds within each district’s reserves.

Consulting Services – Tree Assessments

In January 2022, the City Completed a Tree Program Review and Assessment that was conducted through a contract service with Dudek. This report provides recommendations for addressing existing maintenance needs, as well as ways of making our citywide tree program more resilient and sustainable for the future. This Assessment helped solidify the 5-year grid pruning plan, as well as providing tree recommendations for the new Landscape Standards.

In January 2022, Dudek was also contracted to identify, assess, and prioritize the eucalyptus trees that are located within the public rights-of-way and some of the General Fund parks. This risk assessment was initiated because, in recent years, some of these windrow trees have fallen, which also resulted in some claims against the City. The assessment prioritized each tree on a numerical scale. The recommendations for mitigation were to either remove, trim, or increase the level of assessment for each specific tree.

In FY 2022-23, 101 eucalyptus trees were removed, and 285 were trimmed. Additionally, 78 dead-standing or high-priority trees of various species were also removed. All of these trees were in the public rights-of-way and in some General Fund parks. Based on available funding, staff will continue to address the remaining lower-priority trees over the next two years. Staff has observed that many of the eucalyptus trees throughout the City continue to decline. The goal is to have consultants who specialize in urban forestry, continue the regular assessments of the remaining eucalyptus trees. Therefore, as a best management practice, the eucalyptus trees will be assessed every two years by third-party Certified Arborists.

During a recent eucalyptus tree assessment performed by Rincon Consultants, 1,100 trees were assessed by Certified Arborists who specialize in risk assessments. Of those assessed, 139 were identified for removal by December 31, 2024. A page from this Assessment showing the trees at College Park is included in this Staff Report (Attachment 3). The priority 1 trees that are identified in “Red” will be removed by the end of this calendar year. Priorities 2-4 require specific maintenance, mostly pruning, within a time period between six months and a year. The non-priority trees “N/A” that are identified in “Purple” do not have any current maintenance needs.

Finally, the City has been awarded a U.S. Department of Agriculture Urban Forestry Grant in the amount of \$958,000 to fund 100% (\$651,000) of the tree inventory costs in disadvantaged communities and 50% (\$334,000) of the tree inventory costs for non-disadvantaged communities. The required 50% match from the City has been encumbered in the current Parks operations budget. Staff received notice that the City will receive the Grant Funding by March 31, 2024. At the time of writing this report, the funding has not been received.

The scope of work that will be provided with this Grant includes the citywide tree inventory with a Level 2 Risk Assessment of each tree, utilizing LiDAR (laser 3D imaging) technology to measure the canopy shade coverage citywide, fund the removal of an estimated 600 high-priority trees, and provide urban forestry management training for City staff. A Level 2 Risk Assessment is a 360-degree visual evaluation of a tree where the crown, trunk, root flare, above-ground roots, and site conditions are evaluated by a Certified

Arborist.

The data that will be collected during the tree inventory will include information for individual tree GPS locations, species, dimensions, an arborist's health assessment, and various other data points. This information will provide staff with needed clarity on tree count, locations, and conditions for each tree within the City's urban forest to create and manage the City's Urban Forest Master Plan.

Landscape Standards

Staff from both the Public Works and Community Development Departments began working together in FY 2022-23 to revise the outdated City Landscape Standards. With the assistance of Jordan & Gilbert Landscape Architects, staff hosted three community outreach meetings on April 6, 2023, May 25, 2023, and June 8, 2023. Based on research, consultant recommendations, State mandates for landscaping and water use, and the resident and contractor input from the community outreach meetings, staff has started drafting the revised Landscape Standards in addition to developing three separate plans for "Demonstration Areas" that are based on these new standards. These demonstration areas will provide the community with actual landscape improvements within the street landscapes that apply the practices identified in the draft Landscape Standards.

The next steps for this calendar year are to present the draft Landscape Standards and plans for the three demonstration areas to both the Planning Commission and the Parks, Recreation, and Community Services Commission. Invitations to the commission meetings will be provided through social media, as well as, direct email invitations to the attendees of the community outreach meetings. Once the draft Landscape Standards and demonstration area plans have been reviewed by the Commissions, they will be presented to the Public Works and Transportation Committee with recommendations for both commissions and the community.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

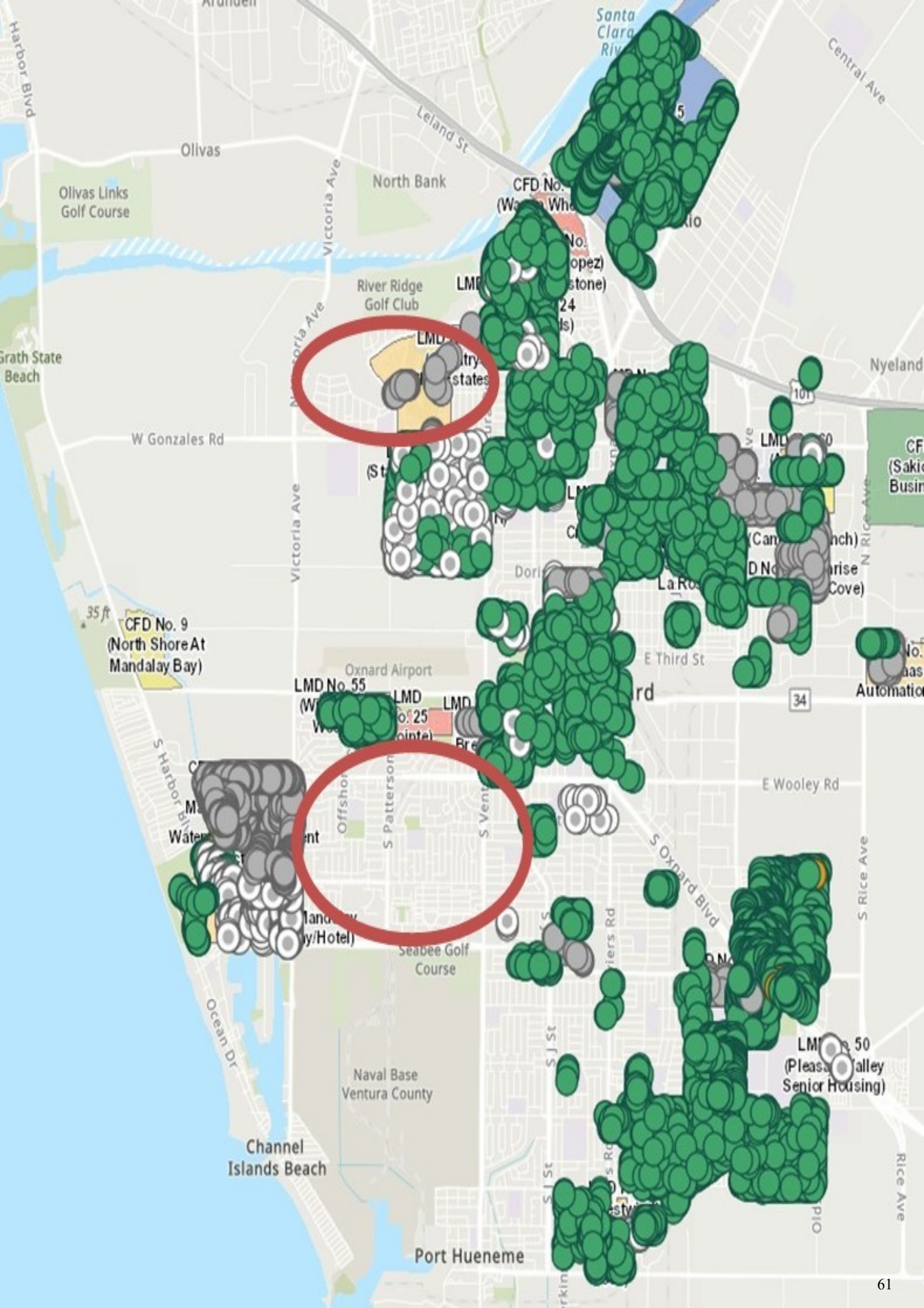
There is no direct financial impact as this item is a receive and file report.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Grid Pruning FY21-22
2. Grid Pruning FY23-24
3. Assessment College Park
4. Presentation







Oxnard City Boundary

Eucalyptus Trees

- Priority 1
- Priority 2
- Priority 3
- Priority 4
- N/A



Coordinate System: NAD 1983 State Plane California V
 Projection: Lambert Conformal Conic
 Datum: North American 1983

Map Created by: Rincon Consultants, Inc.



Tree Program and Landscape Standards Update

Public Works and Transportation Committee

April 9, 2024

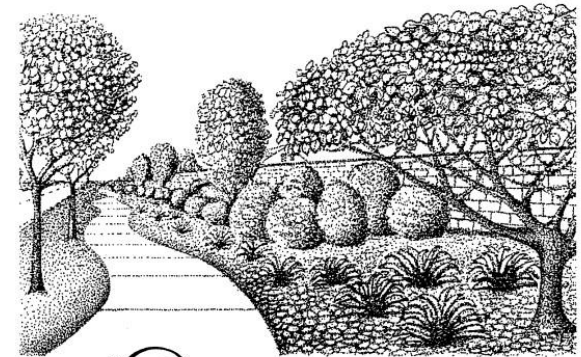
Steve Howlett, Assistant Director
Public Works Department

RECOMMENDATION

That the Public Works & Transportation Committee receive and file an update of the citywide Tree Program and Landscape Standards.



LANDSCAPE STANDARDS



Parks and Recreation Department

April, 1986

Revised July 1988

Parks Division - Trees

- The Parks Division of the Public Works Department is responsible for maintaining 36 Parks, 1.7 miles of Oxnard Beach, the citywide street landscaping that includes the public rights-of-way, over 32,000 trees, and conducts citywide graffiti abatement of City owned properties and within and adjacent to the City's rights-of-way.
- With the passing of Measure E, effective April 1, 2021, funding was identified to begin addressing the long deferred tree maintenance. The annual operating budgets for the Parks Tree Subdivision was approximately \$1.25 million in FY 2021-22, \$1.5 million in FY 2022-23, and \$1.3 million in FY 2023-24.

BACKGROUND

- Parks developed and implemented a plan that started in FY 2021-22 to address many years of deferred tree maintenance. The implementation of this plan included developing a 5 year grid pruning cycle for all City maintained trees, awarding a grid pruning contract, awarding a separate on-call tree services contract, and contracting with consulting companies to provide assessments and recommendations for all City trees, that includes a separate hazardous tree assessment with mitigation recommendations for eucalyptus trees.
- Both the grid pruning contract and the on-call tree services contract serve the General Fund trees and the Special Districts trees. However, task orders for the Special Districts trees are issued separately and invoiced separately to ensure each district is only charged for the trees that are identified in their formation documents.

BACKGROUND



Special Districts Division - Trees

- The Special Districts Division of the Public Works Department is responsible for 50 assessment districts containing 17 parks, the street landscapes for several districts, and over 15,000 trees throughout all of the districts.
- However, some of these Districts are underfunded or partially funded due to the requirements related to the assessment changes that were brought upon by the approval of Proposition 218 in 1996. Therefore, some of the LMDs, MAD4, and WAD have not been able to perform routine maintenance of their landscapes and trees without a change in their assessment via a vote of the property owners or registered voters as applicable.

Landscape Standards

- The Landscape Standards were last approved by the City Council in 1988.
- In response to water restrictions, State regulations, and the changing climate, it has become necessary for the City to update the Landscape Standards for both new commercial, industrial, and residential construction, as well as provide guidelines for residents and businesses to renovate their existing landscapes.

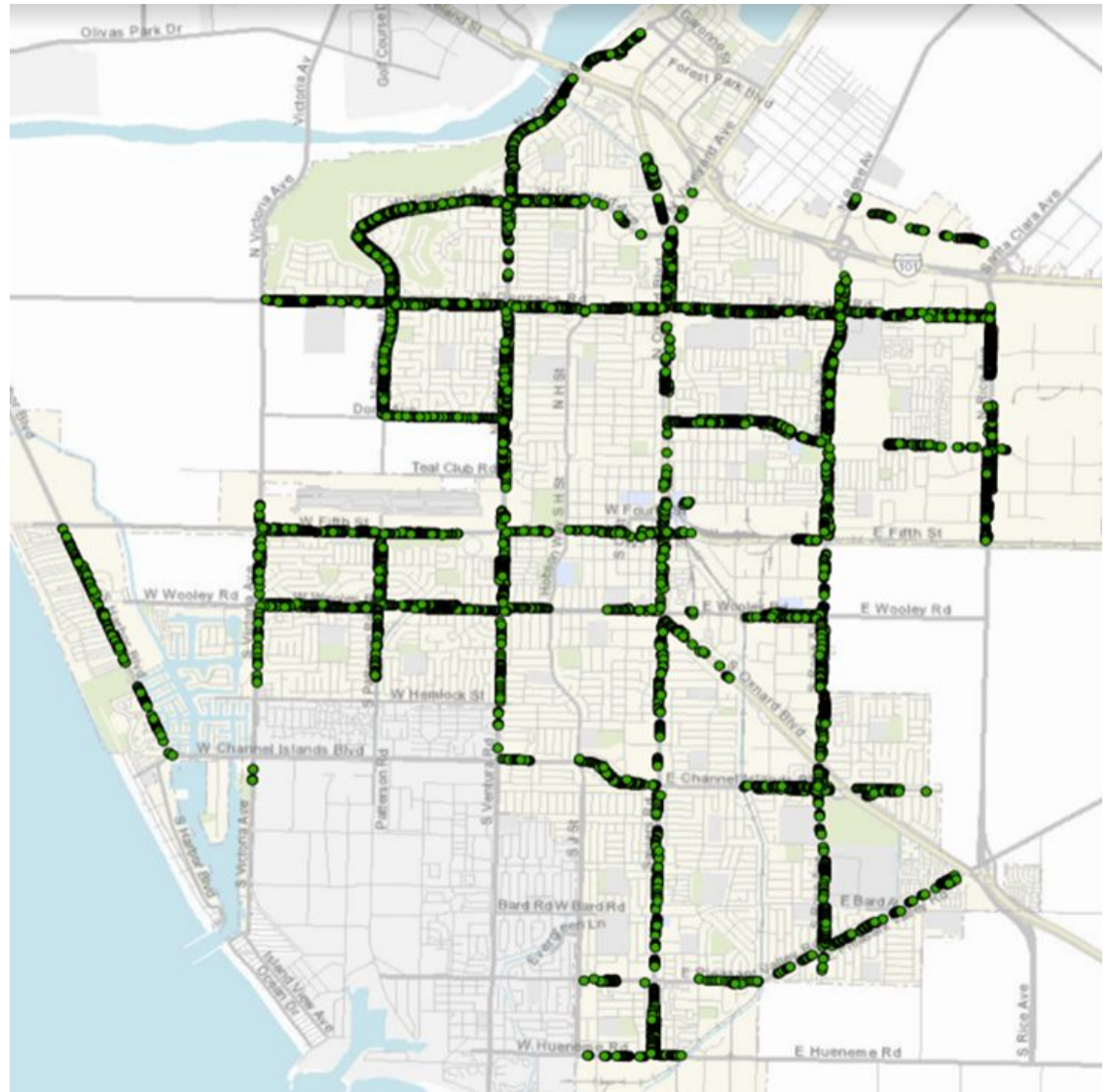
Parks Division – Grid Pruning

- Staff addressed the deferred maintenance of the citywide General Fund trees through the development and implementation of a 5 year grid pruning plan. One of the challenges of developing this plan was not having accurate tree inventory data because the last comprehensive inventory was done approximately 15 years ago. Due to the lack of reliable data, staff made certain assumptions to formulate a plan that will prune over 32,000 General Fund trees within a 5 year timeframe. This plan does have some flexibility built-in to accommodate for unanticipated changes and delays.
- The first year of work (FY 2021-22) focused on all 6,646 arterial street trees throughout the City (Attachment 1). The grid pruning plan for years two through five is to trim the remaining General Fund trees, regardless of planting location category (i.e. residential, parks, secondary streets, parking lots, etc.), starting at the eastern side of the City and working to the west.

DISCUSSION

FY 2021-22 Grid Pruning Map

Arterial Street Trees Completed



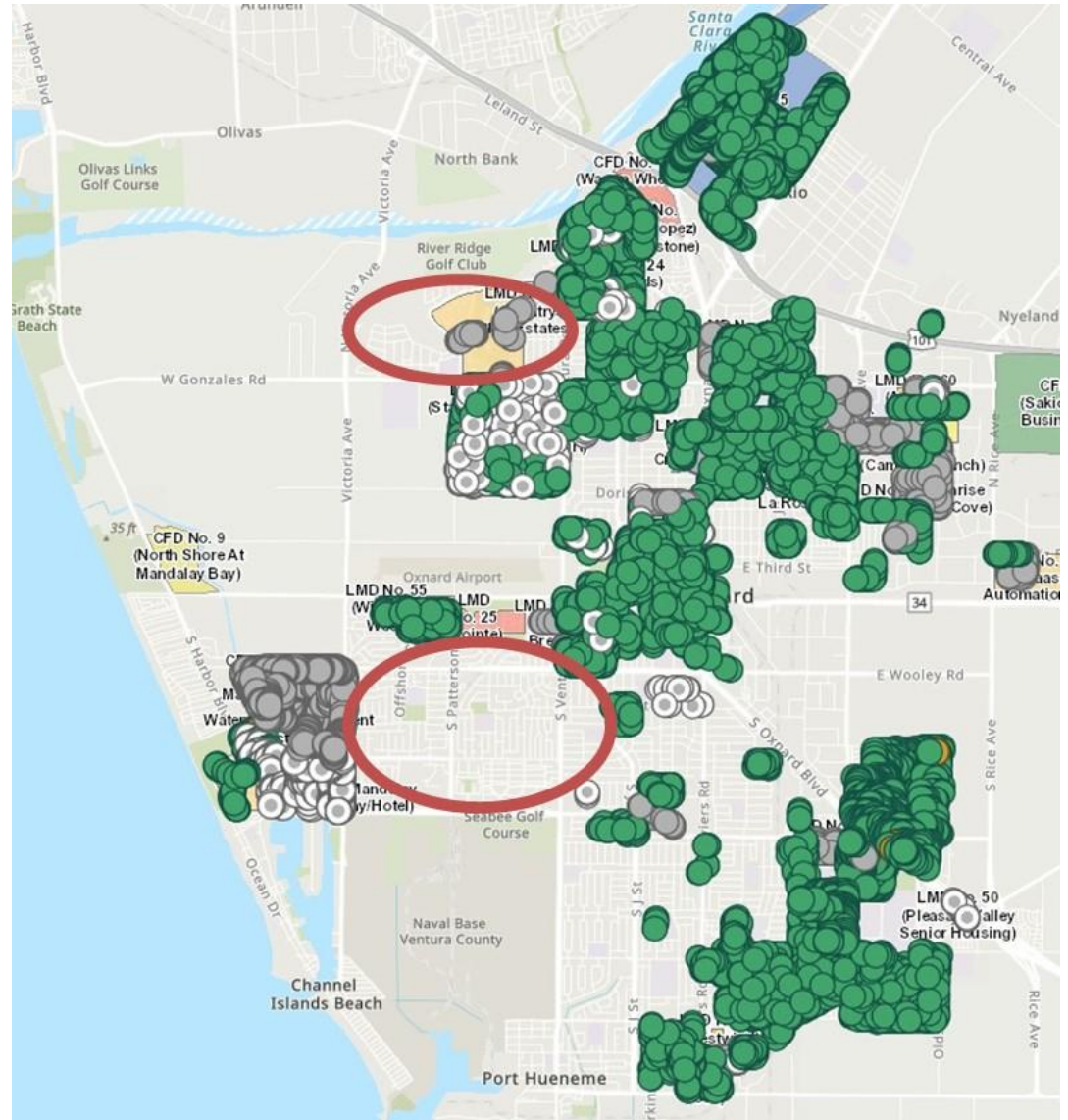
DISCUSSION

- In year two (FY 2022-23), the number of trees that were grid pruned was 5,027. This was lower than our goal, because the tree services were shifted to complete the hazardous tree work (eucalyptus) before the specified funding expired. There were 101 eucalyptus trees removed, in addition to another 285 eucalyptus trees that were trimmed.
- For year three (current FY 2023-24), the target number of General Fund trees to be grid pruned is 7,061. An additional 10,840 trees are being pruned by the Special Districts Division. The FY 2023-24 Grid Pruning Map (Attachment 2) shows in “Green” all of the trees that have been completed in years one, two, and three. The remaining trees that will be completed by the end of April 2024 are shown with a “Grey Dot” and the trees that will be completed by June 30, 2024 are shown in “Grey”. The “Red Circles” show the remaining areas of the City that will be grid pruned in fiscal years four and five.

DISCUSSION

FY 2023-24 Grid Pruning Map

Green Completed
Dot Complete by April 30
Grey Complete by June 30
Red Remaining 2 years



DISCUSSION

- Based on current funding levels, it is anticipated that the 5 year grid pruning plan will be completed on schedule. However, due to the term of the existing grid pruning contract, staff will need to re-bid this service in order to complete year five. The costs for grid pruning are expected to increase with the award of the new contract.



Special Districts – Grid Pruning

- During the preparation of the district budgets for FY 2023-24, the property owners within the districts expressed their strong desire to include tree pruning within their neighborhoods. As such, staff worked with the current grid pruning contractor to develop a schedule to service approximately 10,840 trees that are located in most of the LMDs and in many of the CFDs. The estimated total cost for this grid pruning within Special Districts is \$745,000. Each district is responsible for the funding of their trees, per the formation documents. Staff also developed a 5 year Project Schedule for each district that will reflect the City's 5 year grid pruning cycle in perpetuity, subject to available District funds in the future.

DISCUSSION

- The communities of Harbour Island (WAD2), St. Tropaz (LMD11), Greystone (LMD23), The Pointe (LMD25), and Cameron Ranch (LMD49) did not receive grid pruning services this fiscal year due to the inability to levy the additional funds necessary through the annual levy process because of the maximum annual assessment amounts for each district. However, these districts have requested the grid pruning services for FY 2024-25 and staff anticipates being able to fund these remaining 650 trees through a combination of both the available funds within each district's new fiscal year budget and the available funds within each district's reserves.

Consulting Services – Tree Assessments

- In January 2022, the City Completed a Tree Program Review and Assessment that was conducted through a contract service with Dudek. This report provides recommendations for addressing existing maintenance needs, as well as ways of making our citywide tree program more resilient and sustainable for the future. This Assessment helped solidify the 5 year grid pruning plan, as well as providing tree recommendations for the new Landscape Standards.
- In January 2022, Dudek was also contracted to identify, assess, and prioritize the eucalyptus trees that are located within the public rights-of-way and some of the General Fund parks. In recent years, some of these windrow trees have fallen, which also resulted in some claims against the City. The recommendations for mitigation were to either remove, trim, or increase the level of assessment for each specific tree.

DISCUSSION

- In FY 2022-23, 101 eucalyptus trees were removed and 285 were trimmed. Additionally, 78 dead-standing or high-priority trees of various species were also removed. All of these trees were in the public rights-of-way and in some General Fund parks. Based on available funding, staff will continue to address the remaining lower priority trees over the next two years. Staff has observed that many of the eucalyptus trees throughout the City continue to decline. The goal is to have consultants, who specialize in urban forestry, continue the regular assessments of the remaining eucalyptus trees. Therefore, as a best management practice, the eucalyptus trees will be assessed every two years by third party Certified Arborists.

DISCUSSION

- During a recent eucalyptus tree assessment performed by Rincon Consultants, 1,100 trees were assessed by Certified Arborists that specialize in risk assessments. Of those assessed, 139 were identified for removal by December 31, 2024 this calendar year. A page from this Assessment showing the trees at College Park is included in this Staff Report (Attachment 3). The priority 1 trees that are identified in “Red” will be removed by the end of this calendar year. Priorities 2-4 require specific maintenance, mostly pruning, within a time period between six months and a year. The non-priority trees “N/A” that are identified in “Purple” do not have any current maintenance needs.

DISCUSSION

- Finally, the City has been awarded a U.S. Department of Agriculture Urban Forestry Grant in the amount of \$958,000 to fund 100% (\$651,000) of the tree inventory costs in disadvantaged communities and 50% (\$334,000) of the tree inventory costs for non-disadvantaged communities. The required 50% match from the City has been encumbered in the current Parks operations budget. Staff received notice that the City will receive the Grant Funding by March 31, 2024. At the time of writing this report, the funding has not been received.

DISCUSSION

- The scope of work that will be provided with this Grant includes the citywide tree inventory with a Level 2 Risk Assessment of each tree, utilizing LiDAR (laser 3D imaging) technology to measure the canopy shade coverage citywide, fund the removal of an estimated 600 high-priority trees, and provide urban forestry management training for City staff. A Level 2 Risk Assessment is a 360-degree visual evaluation of a tree where the crown, trunk, root flare, above-ground roots, and site conditions are evaluated by a Certified Arborist.
- The data that will be collected during the tree inventory will include information for individual tree GPS locations, species, dimensions, an arborist's health assessment, and various other data points. This information will provide staff with needed clarity on tree count, locations, and conditions for each tree within the City's urban forest to create and manage the City's Urban Forest Master Plan.

Landscape Standards

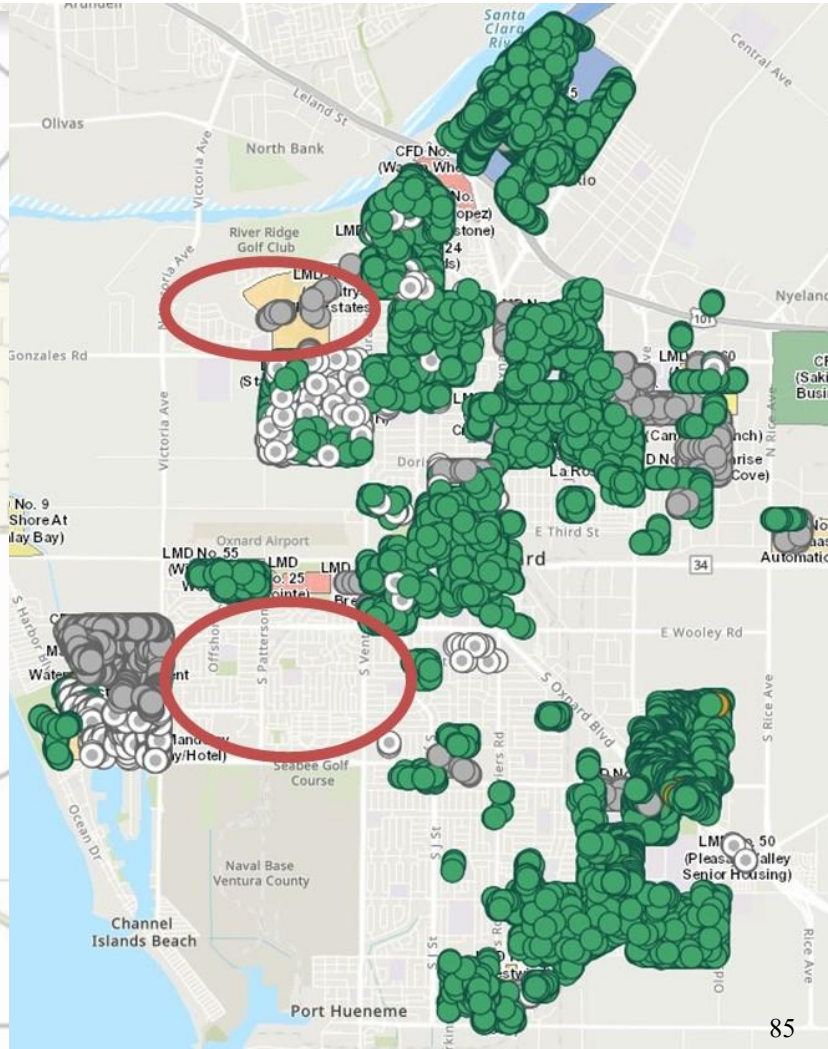
- Staff from both the Public Works and Community Development Departments began working together in FY 2022-23 to revise the outdated City Landscape Standards. With the assistance of Jordan & Gilbert Landscape Architects, staff hosted three community outreach meetings on April 6, 2023, May 25, 2023, and June 8 2023. Based on research, consultant recommendations, State mandates for landscaping and water use, and the resident and contractor input from the community outreach meetings, staff has started drafting the revised Landscape Standards in addition to developing three separate plans for “Demonstration Areas” that are based on these new standards. These demonstration areas will provide the community with actual landscape improvements within the street landscapes that apply the practices identified in the draft Landscape Standards.

DISCUSSION

- Next steps for this calendar year are to present the draft Landscape Standards and plans for the three demonstration areas to both the Planning Commission and the Parks, Recreation, and Community Services Commission. Invitations to the commission meetings will be provided through social media, as well as, direct email invitations to the attendees of the community outreach meetings. Once the draft Landscape Standards and demonstration area plans have been reviewed by the Commissions, they will be presented to the Public Works and Transportation Committee with recommendations for both commissions and the community.

FINANCIAL IMPACT

There is no direct financial impact as this item is a receive and file report.







PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.3

DATE: April 9, 2024

TO: Public Works and Transportation Committee

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

SUBJECT: Review an Ordinance Granting the Renewal of the Crimson California Pipeline, L.P. Franchise Agreement to Operate and Maintain a Pipeline for the Transportation of Petroleum Products Under, Along and Across Harbor Boulevard and a Resolution of Intent to Grant the Franchise Agreement. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee review and recommend that the City Council adopt a resolution of intent ("ROI") to set a public hearing to introduce an uncodified ordinance granting the renewal of the Crimson California Pipeline, L.P. franchise agreement to operate and maintain a pipeline for the transportation of petroleum products under, along and across Harbor Boulevard.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/6oPTswdq3rM>

BACKGROUND

On May 5, 1981, the City of Oxnard, by Ordinance No. 1869, granted to Union Oil Company of California ("UNOCAL") the right to lay, maintain, and operate 2,017.5 linear feet of 8-inch pipeline along Harbor Boulevard in Oxnard, for a period of forty (40) years. In January 1992, UNOCAL transferred its rights to UNOCAL California Pipeline Company ("UNOCAP"). The City formally agreed to the transfer of all rights, title, and interest in the franchise from UNOCAL to UNOCAP on April 4, 2000.

Thereafter, on February 1, 2005, UNOCAP merged with ConocoPhillips Pipe Line Company ("Conoco") and the City formally consented to the transfer of all rights, title, and interest in the franchise from UNOCAP to Conoco on April 5, 2005. Then in 2008, Crimson California Pipeline Company ("Crimson") purchased pipeline assets from Conoco, which included the franchise. On December 16, 2008, the City Council consented to the Bill of Sale transferring the pipeline assets from Conoco to Crimson.

DISCUSSION

The 40-year franchise, initially granted to UNOCAL and now held by Crimson, was set to expire in June 2021. Crimson contacted the City in a letter dated November 4, 2019 formally requesting that the franchise be renewed for an additional ten (10) years. Due to the COVID-19 pandemic and staff transitions within Crimson and the City, the renewal was not completed before the franchise expired. However, Crimson continued to abide by the terms and conditions of the franchise agreement and continued to pay the City for the franchise in 2021, 2022, 2023, and 2024, operating on a year-to-year basis. This proposed uncodified ordinance will grant

Crimson a 10-year franchise to operate and maintain the existing pipeline currently in place along Harbor Boulevard near the McGrath and Mandalay Generating Stations.

The subject pipeline along Harbor Boulevard (Line #830) is a part of the Line 600 pipeline system, which is made up of multiple pipelines that transport crude oil to the Crimson Ventura Tank Farm, outside City boundaries. The pipeline is active and exclusively transports crude oil. The Line 600 pipeline system includes approximately 100 miles of pipe, three tanks with over 200,000 barrels of storage capacity and a crude oil truck unloading facility. The pipeline along Harbor Boulevard is considered a gathering pipeline, meaning it transports crude oil from a facility that extracts crude oil from the ground.

Crimson makes annual payments to the City for the franchise. The payment amount fluctuates with the Consumer Price Index ("CPI") for the Los Angeles region. Between 2020 and 2023, Crimson's average annual payment was \$3,420.62. Once the proposed ordinance is adopted, Crimson has 30 days to file a written acceptance of the franchise agreement with the City Clerk, thereby finalizing and agreeing to the terms and conditions contained therein. The franchise terms and conditions are similar to the 1981 terms and conditions; however language has been added to multiple sections to reflect necessary updates to the franchise agreement, including but not limited to, new liability protections for the City, an updated abandonment process, changes to the annual payment amount and fixing the annual payment increase at 3.5% instead of CPI.

To grant Crimson a 10-year franchise, the City must take the following actions listed in the Public Utilities Code Section 6201 et. seq.:

- Adopt a Resolution of Intention ("ROI") to grant the franchise, which must include the date, time, and place of a public hearing at which all protests and objections may be heard;
- Publish notice of the public hearing in a newspaper of general circulation fifteen (15) days after the ROI is adopted; and
- Hold the public hearing, twenty (20) to sixty (60) days after the ROI is adopted, to introduce the ordinance to grant the renewal of the franchise agreement and consider all objections and testimony provided at the public hearing.

Pending the Committee's recommendation, the ROI will be scheduled to go before the City Council on April 30, 2024. The ROI must be adopted before the Council can hold a public hearing and consider the franchise agreement. The public hearing on the proposed uncodified ordinance for the franchise agreement will be scheduled to go before the City Council on May 21, 2024, and notice of the public hearing will be provided in a newspaper of general circulation as least 10 days prior to the hearing. After the ordinance is introduced and first reading waived after the close of the public hearing on May 21, the ordinance will be presented to the City Council on June 4, 2024, for final approval and adoption.

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

This item has a positive financial impact on the City. Payments made on City-granted franchises are placed in the General Fund (1011001-40400).

Prepared by: Chelsey Ballot, Deputy City Attorney

ATTACHMENTS

1. Resolution of Intent to Grant the Franchise
2. Map showing Franchise Location
3. Proposed Draft Franchise Agreement Ordinance
4. Ordinance 1869 Granting 40-year Franchise
5. November 4, 2019 Letter for Franchise Extension
6. Resolution 11708_Ox Consent to UNOCAL to UNOCAP
7. Resolution 12790_Ox Consent to UNOCAP to CONOCO
8. Resolution 13574_Ox Consent to CONOCO to CRIMSON
9. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DECLARING THE IT'S INTENT TO GRANT THE RENEWAL OF THE CRIMSON CALIFORNIA PIPELINE, L.P. FRANCHISE AGREEMENT TO OPERATE AND MAINTAIN A PIPELINE FOR THE TRANSPORTATION OF PETROLEUM PRODUCTS UNDER, ALONG AND ACROSS HARBOR BOULEVARD, AND SETTING A PUBLIC HEARING DATE TO RECEIVE PROTEST OR OBJECTIONS.

WHEREAS, on May 5, 1981, the City of Oxnard, by Ordinance No. 1869, granted to Union Oil Company of California ("UNOCAL") the right to lay, maintain, and operate approximately 2,000 linear feet of 8-inch pipeline (the "Oxnard Pipeline") along Harbor Boulevard in Oxnard, for a period of forty years; and

WHEREAS, on November 2, 2008, Crimson California Pipeline Company ("Crimson") advised the City that it had entered into a Purchase and Sale Agreement for pipeline assets covered under the franchise created by Ordinance No. 1869; and

WHEREAS, Crimson formally applied to renew the franchise for an additional 10 years via letter dated November 4, 2019; and

WHEREAS, due to the COVID-19 pandemic and staff turnover at Crimson and the City, the franchise was not renewed and subsequently expired in June 2021.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The City Council hereby expresses its intent to grant the renewal of the Crimson California Pipeline, L.P. franchise agreement to operate and maintain a pipeline for the transportation of petroleum products under, along and across Harbor Boulevard as depicted in the map, attached hereto and incorporated herein by this reference as Exhibit A.
2. Said franchise will be for a period of 10 years.
3. Franchise fees under said franchise shall be paid annually to the City of Oxnard pursuant to the franchise terms and conditions and California Public Utilities Code Section 6231.5.
4. A public hearing to receive protests and objections to granting the franchise shall be held on May 21, 2024 at 6:00 p.m. in the City of Oxnard, City Council Chambers, 305 West Third Street. All persons having any objection to the granting of the franchise may appear before the City Council and be heard at that time.
5. A notice of the intention to grant the franchise to Crimson California Pipeline, L.P. shall be published in a newspaper of general circulation within fifteen (15) calendar days of the adoption of this resolution. Said notice shall include: date, time, and place of the scheduled public hearing; a statement that the franchisee shall pay franchise fees and failure to pay such fees as prescribed will result in the forfeiture of the franchise; and the intended 10 year term of the franchise.

6. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED AND ADOPTED THIS _____ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor Date

ATTEST:

Rose Chaparro, City Clerk Date

APPROVED AS TO FORM:

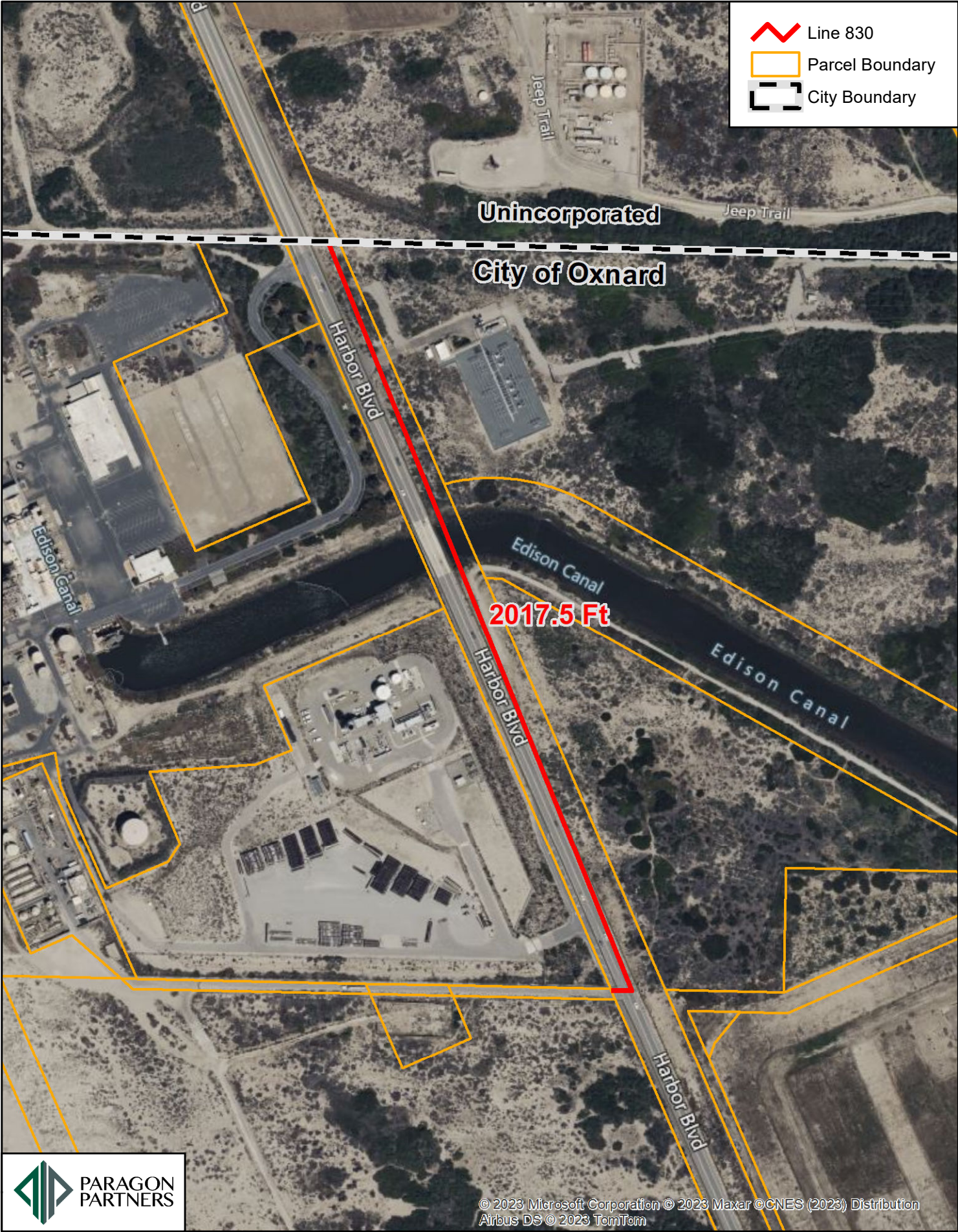
Stephen M. Fischer, City Attorney Date

EXHIBIT “A”

(Add map of pipeline location)

Crimson Pipeline - Line 830 - City of Oxnard

8/30/2023



CITY OF OXNARD

UNCODIFIED ORDINANCE NO.

UNCODIFIED ORDINANCE OF THE CITY OF OXNARD GRANTING THE RENEWAL OF THE CRIMSON CALIFORNIA PIPELINE, L.P. FRANCHISE AGREEMENT TO OPERATE AND MAINTAIN A PIPELINE FOR THE TRANSPORTATION OF PETROLEUM PRODUCTS UNDER, ALONG AND ACROSS HARBOR BOULEVARD.

WHEREAS, on May 5, 1981, the City of Oxnard, by Ordinance No. 1869, granted to Union Oil Company of California (“UNOCAL”) the right to lay, maintain, and operate approximately 2,000 linear feet of 8-inch pipeline (the “Oxnard Pipeline”) along Harbor Boulevard in Oxnard, for a period of forty years; and

WHEREAS, in January, 1992, UNOCAL transferred its rights to UNOCAL California Pipeline Company (“UNOCAP”); and

WHEREAS, on April 4, 2000, the City formally consented to the transfer from UNOCAL to UNOCAP of all rights, title, and interest in the franchise concerning the operation of the Oxnard Pipeline under Ordinance No. 1869; and

WHEREAS, effective February 1, 2005, UNOCAP merged into ConocoPhillips Pipe Line Company (“CONOCO”); and

WHEREAS, on April 5, 2005, the City formally consented to the transfer from UNOCAP to CONOCO of all rights, title, and interest in the franchise concerning the operation of the Oxnard Pipeline under Ordinance No. 1869; and

WHEREAS, on November 2, 2008, Crimson California Pipeline Company (“Crimson”) advised the City that it had entered into a Purchase and Sale Agreement with CONOCO for pipeline assets covered under the franchise created by Ordinance No. 1869; and

WHEREAS, the Bill of Sale transferring the pipeline assets from CONOCO to Crimson became effective as of July 1, 2008; and

WHEREAS, on December 16, 2008, the City Council consented to the Bill of Sale transferring the pipeline assets from CONOCO to Crimson; and

WHEREAS, Crimson contacted the City in November 2019 to renew the franchise for an additional 10 years, however the COVID-19 pandemic and staff turnover at Crimson and the City impeded renewal causing the franchise to expire in June 2021; and

WHEREAS, Crimson has continued to pay an annual fee while negotiations continued through this year; and

WHEREAS, pursuant to state law, the City Council adopted a resolution declaring its intention to grant this franchise during a regular meeting held on April 30, 2024; and

WHEREAS, on May 21, 2024 the City Council held a duly noticed public hearing and, after considering all oral and written testimony presented at that hearing, approved to grant this

franchise to Crimson; and

WHEREAS, the City desires to grant this franchise to Crimson, its successors and assigns, in accordance with the terms and conditions of this Ordinance, for a period of ten years.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

PART 1. The City of Oxnard, referred to as “City”, hereby grants to Crimson California Pipeline, L.P., its successors and assigns, collectively referred to as “Grantee”, a non-exclusive franchise to lay, construct, operate, maintain, renew, repair, change the size of, remove and or abandon in place one oil pipeline and one gas pipeline, not to exceed eight inch (8) nominal diameter, for the transportation of petroleum, oil, gas, and liquid hydrocarbon products thereof, together with all manholes, valves and appurtenances and service connections necessary or convenient to properly maintain and operate said pipeline, including facilities necessary for cathodic protection of said pipelines, collectively referred to as “franchise facilities,” in, under, along and across those certain public streets within the City of Oxnard described as follows:

Along Harbor Boulevard from the north City of Oxnard boundary line to a point located 1,975’ southerly.

This franchise right being subject to the following covenants, terms and conditions:

SECTION 1. DURATION OF FRANCHISE:

This franchise shall expire 10 years from after the effective date of this ordinance, unless sooner terminated, by ordinance, as herein provided. City reserves the right to terminate this franchise prior to its expiration date in the event:

(a) Grantee fails to comply with any provisions hereof. If such failure is due to a cause beyond the control of Grantee, the franchise shall not be so terminated. In the event Grantee shall default in the performance of any of the terms, covenants or conditions herein and such default is curable, City shall give written notice to Grantee requesting that the commencing of the work necessary to cure such default be started within 10 days, and if Grantee fails to comply with such notice, City may terminate this franchise; or

(b) Any provision hereof becomes invalid or unenforceable and City expressly finds that such provision constituted a consideration material to the granting of this franchise.

In either case, the City shall give the Grantee 10 days notice of any termination proceedings.

SECTION 2. CONSTRUCTION AND OPERATION:

A. LOCATION OF FRANCHISE FACILITIES: The location of any franchise facilities installed hereunder shall be first approved by the City Engineer.

B. QUALITY CONTROL AND CONTENT: All franchise facilities installed and maintained hereunder shall be constructed in a good and workmanlike manner and in conformity with all ordinances, rules or regulations now or hereafter adopted or prescribed by the City. All franchise facilities installed shall conform to all applicable laws and highest applicable standards of the Federal Government and State of California, including the American National Standard Code for Pressure Piping, in its latest revision. The Grantee shall keep the City informed of the content or type of substance conveyed in any pipe in order for the City to evaluate the flammable nature or any potential dangers. In the event that the Grantee intends to ship a product other than crude oil, the Grantee shall notify the City of its intentions a minimum forty-five (45) days in advance of doing so.

C. OPERATION: The franchise facilities shall be maintained and operated in a manner consistent with the laws and highest applicable standards of the Federal Government, State of California, and/or City of Oxnard. Grantee shall be liable for any and all damage resulting from the activities and facilities of this franchise and shall be bound by all duties and liabilities of the Grantee as provided by Public Utility Code Section 6291 et. seq.

Except as otherwise provided below, Grantee may not or permit any hazardous materials to be discharged or released in, under, or about the streets or adjacent properties at any time. Grantee must, at its expense, procure, maintain in effect and comply with all conditions of any and all applicable permits, licenses, and other governmental and regulatory approvals required of Grantee for Grantee's use of the streets or adjacent properties. Upon expiration or earlier termination of the franchise term, Grantee must cause all hazardous materials released by Grantee in or under the Streets or adjacent properties, if any, to be removed from the streets or adjacent properties in accordance with and in compliance with all applicable laws. Grantee may not take any remedial action in response to the presence of any hazardous materials in or about the streets or adjacent properties, nor enter into any settlement agreement, consent decree or other compromise in respect to any claims relating to any hazardous materials in any way connected with the streets or adjacent properties, without first notifying City of Grantee's intention to do so and affording City ample opportunity to appear, intervene or otherwise appropriately assess and protect City's interests.

Grantee must immediately notify City in writing of (i) any enforcement, cleanup, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any applicable laws relative to the streets or adjacent properties; (ii) any claim made or threatened by any person against Grantee or the streets or adjacent properties relating to damage, contribution, cost recovery compensation, loss or injury resulting from or claimed to result from any hazardous materials; and (iii) any reports made to any governmental agency arising out of or in connection with any hazardous materials in or removed from the streets or adjacent properties, including any complaints, warnings or asserted violations in connection therewith. Grantee must also supply to City as promptly as possible copies of all claims, reports, complaints, notices, warnings or asserted violations, relating in any way to the streets or adjacent properties, or Grantee's use of the streets. Grantee must promptly deliver to City copies of manifests reflecting

the legal and proper disposal of all hazardous materials removed by the Grantee from the streets or adjacent properties.

D. STREET EXCAVATION: Grantee shall have the right to make all necessary excavations in the street or public right of way for the purposes granted in this franchise, but nothing herein contained shall relieve Grantee from the provisions of any ordinance or law that may be in force at the time, requiring permits to be obtained for excavations before such work is commenced. In emergencies, Grantee may commence excavation of streets without prior permit; provided, however, that Grantee acts in a reasonable and diligent manner as soon as practicable after the onset of said emergency to obtain a permit authorizing such work.

All excavations shall be made and refilled in strict compliance with all Federal and State laws and highest applicable standards, including City ordinances, standards and policies that may be in effect at the time of the performance of the work and shall be so made as not to interfere unreasonably with the free use of the streets and public right of way by the public. Upon completion of the work for which street excavations are made, all portions of the streets or public right of way which have been excavated or otherwise damaged by such excavation work shall be restored to at least as good condition as they were in before the commencement of such work, to the satisfaction of the City Engineer.

Grantee acknowledges that the City's records may not be complete and that pipes and appurtenances previously unknown to City are frequently discovered. Consequently, by granting this franchise or by approving any excavation permit requested by Grantee, the City does not warrant the accuracy of information supplied to the Grantee by the City regarding the location or existence of other facilities. Nothing herein will make the City, or any officer, agent or employee of the City, responsible or liable to the Grantee or to any other person by virtue of the City's approval of excavation permit plans, regardless of whether any information is supplied by the City to the Grantee pertaining to the location of existing pipes, facilities or other improvements on, in or under any street or other public property.

E. EMERGENCY WORK: At its sole expense the Grantee shall promptly repair and clean up any leaks or breaks in pipelines or other franchise facilities . If any portion of any street shall be damaged by reason of breaks or leaks in any pipe or other franchise facilities constructed, operated, or maintained under this franchise, the Grantee shall, at its sole expense, take immediate steps to repair any such damage and restore such street to at least as good condition as it was before such break or leak, and to the satisfaction of the City Engineer. Such emergency repair of franchise facilities may be commenced without prior permit. However, Grantee shall, by not later than the next normal working day, apply to the City Engineer for a permit authorizing such emergency work.

The Grantee must develop and maintain an emergency response plan, reasonably satisfactory to the City, which covers all franchise operations within the City. In general, an emergency response plan meeting the requirements of Federal and State law and containing the information contained in this section is acceptable. The emergency response plan must include a 24-hour notification program and proof of arrangements

capable of providing emergency response services, including without limitation to traffic control, street excavation pipeline repair, and supplies and services as necessary, within two (2) hours of notification of any problem, and such other information as the City may reasonably require. Repairs to a public street, alley or parkway must be completed within 72 hours of Grantee completing repairs to its facilities and clean up of any materials released from its facilities, if reasonably possible, unless otherwise authorized by the City. The City must be notified ten (10) days in advance of any proposed change in such arrangements. Any changes in or revisions to Grantee's emergency response plan must be submitted to the City on the first working day of the subsequent calendar year.

Whenever any pipeline or other franchise facilities breaks or leaks so as to cause the release of oil or petroleum products into or under the public right of way, Grantee, and any other person using or controlling the pipeline or other franchise facilities, must immediately notify the City's Police Department and Public Works Department and implement precautionary safety measures including traffic control, system shutdown, valve closures, and public notification. In the event of an emergency which threatens life, health, safety, or property, and where it is not possible to obtain an excavation permit before commencing the work, the Grantee may commence such work; provided, however, that Grantee acts in a reasonable and diligent manner as soon as practicable after the onset of said emergency to obtain a permit authorizing such work. Adequate traffic safety barriers must be maintained at all times, and any damaged portion of the street must be restored to at least the condition that existed immediately before the damage.

Should Grantee, after reasonable notice, fail or refuse to pave, surface, grade, repave, resurface or regrade any damaged street as required by the provisions of this franchise, the City may cause the work to be done after written notice is given to Grantee and will keep an itemized account of all costs incurred. The Grantee agrees to, and must, reimburse the City for all such costs, including reasonable administrative overhead expenses, within thirty (30) days after presentation to Grantee of an itemized account of such costs.

F. **CHANGES REQUIRED BY PUBLIC IMPROVEMENTS:** If the City Engineer shall determine that it is reasonable and necessary that franchise facilities be disconnected temporarily, removed temporarily or permanently, relocated temporarily or permanently, abandoned, or substitute facilities installed, in order for the City, when acting in a governmental capacity, to relocate, grade, construct, use, maintain, change or modify any street improvement or City-owned utility facilities, said City Engineer shall give written notice to the Grantee. Within 30 days after the service of such notice upon the Grantee, the Grantee shall at its sole cost and expense begin and diligently prosecute the necessary work to completion. Upon failure to do so, the City Engineer may cause said work to be completed and the Grantee shall immediately pay for the same upon presentation of an itemized account of the cost thereof.

After receiving written notice from the City that work is to be done pursuant to any reserved right and specifying the general nature of the work and the area in which the same is to be performed, the Grantee must commence to do all things necessary to protect

and support its franchise facilities during the progress of such work. If so ordered by the City, Grantee must relocate those pipes and other franchise facilities installed, used and maintained within the street to such extent, in such manner, and for such period as is necessary to permit the performance of such work in an economical manner, and to permit the maintenance, operation and use of such street improvement.

Nothing in this Agreement may be construed to require the City to move, alter, or relocate any of its pipelines upon public streets at its own expense, for the convenience, accommodation or necessity of any other public utility, person, firm or corporation, now or hereafter owning a public utility system of any type or nature, or to move, alter, or relocate any part of its pipelines upon said streets for the convenience, accommodation or necessity of the Grantee.

G. ABANDONMENT OF FRANCHISE FACILITIES: The City Engineer, upon such terms and conditions as he or she may determine, including but not limited to pigging the pipeline, plugging the pipeline, and complying with all applicable State and/or Federal laws for abandonment of oil and gas pipelines , may give Grantee permission to abandon, in accordance with Article 4 of Chapter 2 in Division 3 of the Public Utility Code, the franchise facilities installed under this and prior franchise agreements. The length of any pipeline, conduit or pole line abandoned with such permission shall not be considered in calculating payments due under the franchise following the date the City Engineer or a designated representative has inspected and approved in writing the abandonment work..

Should Grantee abandon all or any part of the pipeline and other franchise facilities which encompass this franchise, such abandonment must be accomplished by Grantee as required by the State of California Pipeline Safety Act, or other governing State or Federal laws or statutes. The ownership of all franchised facilities so abandoned in place, immediately vest in the City except that Grantee will retain all liability for the installation or construction of those facilities, and any liability for hazardous materials, as those liabilities exist as of the date of the Abandonment.

H. INCLUSION OF SPECIAL USE PERMIT NO. 806: All provisions of Special Use Permit No. 806 that are applicable to pipelines and the franchise facilities are hereby included within this ordinance and are to be considered equally.

SECTION 3: MAPS AND RECORDS:

Within six months following the date in which any franchise facilities has been installed, relocated, removed or abandoned under this franchise, the Grantee shall warrant the accuracy of and file a map or maps with the City in such form as may be required by the City Engineer showing the location, length and size of all such facilities so installed, relocated, removed or abandoned.

SECTION 4: COMPENSATION TO THE CITY:

Adhering to Public Utilities Code section 6231.5, and as it may be amended from time to time, within 75 days after the end of each calendar year the Grantee shall, during the life

of this franchise, annually pay to the City in lawful money of the United States the following : The sum acquired by multiplying one-half of the nominal internal diameter of the pipeline (inches), by the number of lineal feet of the pipeline within the City's boundaries. . However, the amount of each annual payment shall be revised at the time of payment in accordance with the following formula:

(a) The above sum shall be increased annually by 3.5% beginning in 2025. This percentage increase is fixed for the duration of this franchise. The sum so calculated shall constitute the new Base Level.

SECTION 5: TERMINATION OF EXISTING FRANCHISE:

This grant is made in lieu of all other franchises, rights, or privileges owned by the Grantee, or by any successor of the Grantee to any rights under this franchise, for transmitting and distributing petroleum, oil, and liquid hydrocarbon, within the limits of the City, as said limits now or may hereafter exist, and the acceptance of the franchise hereby granted shall operate as an abandonment of all such franchises, rights and privileges within the limits of this City, as such limits now or may hereafter exist, in lieu of which this franchise is granted.

SECTION 6: INSURANCE

Grantee shall obtain and maintain during the performance of any activities under this franchise the insurance coverages listed within "Exhibit A", which is attached hereto and incorporated herein by this reference. Maintenance of insurance coverages by Grantee is a material element of this franchise. Grantee's failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

Should Grantee, for any reason, fail to obtain and maintain the insurance required by this Agreement, the City may obtain such coverage at Grantee's expense or terminate this franchise.

Grantee must deliver to City, in the manner provided for notices, copies or endorsements of all insurance certificates and endorsements required by this Ordinance, within the following time limits:

1. For insurance required at commencement of this Ordinance, within thirty (30) days after this Ordinance becomes effective;
2. For insurance becoming required at a later date, at least ten (10) days before the requirement becomes effective, or as soon thereafter the requirement, if new, becomes effective; and
3. For any renewal or replacement of a policy already in existence, at least twenty (20) days after expiration or other termination of the existing policy.

SECTION 7: EMINENT DOMAIN:

The franchise granted hereunder shall not in any way or to any extent impair or affect the right of the City to acquire the facilities of the Grantee hereof either by purchase or through the exercise of the right of eminent domain, and nothing herein contained shall be construed to contract away or to modify or abridge, either for a term or in perpetuity, the City's right of eminent domain in respect to the Grantee or any public utility. Nor shall this franchise ever be given any value before any court or other public authority in any proceeding of any character in excess of the cost to the Grantee of the necessary publication and any other sum paid by it to the City therefore at the time of the acquisition thereof.

SECTION 8: INDEMNIFICATION:

The Grantee, by the acceptance or use of the franchise agrees to defend, indemnify and hold harmless the City, its officers, agents or employees against any and all claims, demands or causes of action which may be asserted, prosecuted or established for damage to persons or property of whatsoever nature, arising out of any of the operations or activities of the Grantee pursuant to this franchise. Grantee agrees to the above whether such damage shall be caused by negligence or otherwise. The above shall not apply to any claim, demand or cause of action that may be asserted, prosecuted or established against the City under the provisions of the Workmen's Compensation Act for the injury or death of any City officer, agent, or employee while acting within the scope of their employment; and any claim, demand or cause of action arising out of the sole negligence of the City, its officers, agents or employees.

In addition, Grantee indemnifies and holds the City harmless from and against any claim, action, damages, costs (including, without limitation, reasonable attorney's fees and penalties), injuries, or liability, arising out of this Agreement, or its performance including, without limitation, damages or penalties arising from Grantee's removal, remediation, response or other plan concerning any hazardous materials resulting in the release of any hazardous substance into the environment. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, Grantee will defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. The foregoing indemnity is intended to operate as an agreement pursuant to 42 USC § 9607(e) (the Comprehensive Environmental Response, Compensation and Liability Act; "CERCLA") and Health and Safety Code § 25364 to defend, protect, hold harmless, and indemnify the City from all forms of liability under CERCLA, or other applicable law, for any and all matters addressed in this franchise.

Grantee is solely responsible for complying with all laws, regulations, and other orders which are applicable to the installation, repair, relocation or removal of its facilities, whether federal, state or local. City's approval of such installation, repair, relocation or removal will not relieve Grantee of any liability Grantee may have for contaminated soils or other environmental liability attributable to or arising from Grantee's pipeline or other franchise facilities. Any fee paid by Grantee pursuant to this Agreement will in no way

limit Grantee's obligation to compensate City for any damage, claim, expense or loss whatsoever, as set forth in this paragraph.

SECTION 9: ASSIGNMENT:

Grantee shall not permit any right or privilege granted by this franchise to be exercised by another, nor shall this franchise or any interest therein or any right or privilege hereunder be, in whole or in part, sold, transferred, leased, assigned, or disposed of except with the consent of the City expressed by resolution. However, no consent shall be required for Grantee to transfer, in trust or by way of mortgage or hypothecation, all or any part of Grantee's facilities, for the purpose of securing an indebtedness of Grantee or for the purpose of renewing, extending, refunding, retiring, paying or canceling in whole or in part any such indebtedness at any time or from time to time. Upon compliance with the foregoing, this franchise will be binding on the successors and assigns of the parties hereto, and inure to the benefit of the successors and assigns of the parties hereto.

SECTION 10: FORFEITURE:

A. EFFECT OF DEFAULT: Should Grantee default in the performance of any of the terms, covenants and conditions herein, and such default is curable, the City may give written notice to Grantee of such default. Should Grantee not commence the work necessary to cure such default within sixty (60) days after such notice is received by Grantee, or prosecute such work diligently to completion, the City may declare this franchise forfeited. Upon giving written notice of forfeiture to Grantee, this franchise will terminate and Grantee's rights Grantee will terminate. Should the franchise be forfeited, Grantee must execute an instrument of surrender and deliver same to City. In the event of noncompliance by the Grantee with any of these conditions, the City may, in addition to all other remedies, bring suit for the forfeiture or termination of this franchise.

B. FORCE MAJEURE: Should Grantee's performance of this franchise be prevented due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then Grantee will not be deemed to be in default or forfeit its franchise rights if it commences and prosecutes performance with all due diligence and promptness upon being able to do so.

C. CUMULATIVE REMEDIES: No provision of this franchise for enforcing the terms and conditions of this franchise is an exclusive remedy or procedure for enforcement. These remedies and procedures are in addition to those provided by law and are cumulative.

SECTION 11: ACCEPTANCE:

No later than 30 days after the publication of this ordinance, the Grantee shall file with the City Clerk a written acceptance of the franchise hereby granted, and an agreement to comply with its terms and conditions. Grantee's acceptance shall constitute a continuing agreement. If and when the City annexes or consolidates with additional territory, any and all franchise rights and privileges owned by the Grantee in the annexed or

consolidated additional territory shall be deemed abandoned within the limits of the former territory and shall automatically upon annexation or consolidation with the City become subject to this franchise Agreement and the Base Level Sum will be adjusted in accordance with Section 4 herein.

SECTION 12: DISPUTE RESOLUTION

If a dispute arises between the parties relating to this franchise, the parties agree to use the following procedure before either party pursuing other available legal remedies, except when doing so would cause the expiration of an applicable statute of limitations. A meeting will be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) days after such meeting the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation. City and Grantee will equally advance a proportionate share of the costs of mediation. The parties will jointly appoint a mutually acceptable mediator within thirty (30) days from the conclusion of the negotiation period. The parties agree to participate in good faith in the mediation and related negotiations for a period of sixty (60) days. Any decision of the mediator must be supported by written findings of facts and conclusions of law. If the parties are not successful in resolving the dispute through the mediation, the matter may be submitted to a court of law.

SECTION 13: NOTICE

Any notice required to be given under the terms of this franchise, the manner of services of which is not specifically provided for here, may be served to the following identified addresses, or to such other address as may from time to time be furnished in writing by one party to the other, and by depositing said notice in the United States mail, postage prepaid. When the services of any such notice is made by mail, the time such notice will begin with and run from, is the date of deposit of the same in the United States mail.

Upon City:

City of Oxnard
Public Works Department
Attn: Director of Public Works
305 West Third Street – Third Floor
Oxnard, CA 93030

Upon Grantee:

Crimson California Pipeline L.P.
% Crimson Resource Management
Corporation
3760 Kilroy Airport Way, Suite 300
Long Beach, CA 90806

SECTION 14: PUBLICATION:

The Grantee of this franchise shall pay to the City a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of this franchise. Such payment shall be made within 30 days after the City provides the Grantee with a written statement of such expenses.

SECTION 15: MISCELLANEOUS PROVISIONS

A. VENUE: The Parties agree that all litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Ventura County in the State of California, and the Parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

B. NO WAIVER: Grantee is not excused from complying with any of the terms and conditions of this Ordinance by any failure of the City upon any one (1) or more occasions to insist upon or to seek compliance with any such terms or conditions. No City waiver of any provision or consent to any action constitutes a waiver of any other provision or consent to any other action, whether or not similar. No waiver or consent constitutes a continuing waiver or consent or commit a party to provide a waiver in the future except to the extent specifically set forth in writing. Any waiver given by a party will be null and void if the party requesting such waiver has not provided full and complete disclosure of all material facts relevant to the waiver requested.

C. BINDING EFFECT: Each and all of the provisions hereof are binding on and inure to the benefit of the Parties and their respective heirs, successors, and permitted transferees and assigns.

D. AMENDMENT: No amendment, modification, or supplement to this ordinance is binding on any of the parties unless it is in writing, signed by the parties, and approved through legislative action.

E. ENTIRE AGREEMENT: This ordinance constitutes the entire agreement between the parties with regard to this subject matter. This ordinance supersedes all previous agreements between or among the parties. There are no agreements, representations, or warranties between or among the parties other than those set forth in this Agreement or the documents and agreements referred to in this agreement.

F. CAPTIONS: The captions here are for convenience and reference only, and are not part of this franchise, and do not in any way limit, define or amplify the terms and provisions hereof.

G. GOVERNING LAW: This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules.

PART 2. This ordinance replaces Ordinance No. 1869 as to granting this franchise described in PART 1.

PART 3. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

PART 4. The City Council determines and finds that this ordinance is exempt from the California Environmental Quality Act (CEQA) under section 15301(b) because the activity relates to an existing structure, facility, or utility, and the existing or former use of the structure, facility, or utility will not be expanded. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

PART 5. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. _____ was first read on _____, 2024, and finally adopted on _____, 2024, to become effective 30 days thereafter.

[Signatures on following page]

Ordinance No. _____

Page 13

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the ____ 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”

(Add Insurance Exhibit INS-N)

DRAFT

CITY OF OXNARD

ORDINANCE NO. 1869

ORDINANCE GRANTING TO UNION OIL COMPANY OF CALIFORNIA A 40 YEAR FRANCHISE TO LAY, OPERATE, AND REMOVE OR ABANDON IN PLACE PIPELINES FOR THE TRANSPORTATION OF PETROLEUM PRODUCTS UNDER, ALONG AND ACROSS HARBOR BOULEVARD.

The City Council of the City of Oxnard does ordain as follows:

PART 1. The City of Oxnard, referred to as "City", hereby grants to Union Oil Company of California, its successors and assigns, collectively referred to as "Grantee", the right, franchise and privilege, to lay, construct, operate, maintain, renew, repair, change the size of, remove and or abandon in place one oil pipeline and one gas pipeline, not to exceed eight inch (8) nominal diameter, for the transportation of petroleum, oil, gas, and liquid hydrocarbon products thereof, together with all manholes, valves and appurtenances and service connections necessary or convenient to properly maintain and operate said pipeline, including facilities necessary for cathodic protection of said pipelines, in, under, along and across those certain public streets within the City of Oxnard described as follows:

Along Harbor Boulevard from the north City of Oxnard boundary line to a point located 1,975' southerly.

This franchise right being subject to the following covenants, terms and conditions:

SECTION 1. DURATION OF FRANCHISE: This franchise shall expire 40 years from after the effective date of this ordinance, unless sooner terminated, by ordinance, as herein provided. City reserves the right to terminate this franchise prior to its expiration date in the event:

(a) Grantee fails to comply with any provisions hereof. If such failure is due to a cause beyond the control of Grantee, the franchise shall not be so terminated. In the event Grantee shall default in the performance of any of the terms, covenants or conditions herein and such default is curable, City shall give written notice to Grantee requesting that the commencing of the work necessary to cure such default be started within 10 days, and if Grantee fails to comply with such notice, City may terminate this franchise; or

(b) Any provision hereof becomes invalid or unenforceable and City expressly finds that such provision constituted a consideration material to the granting of this franchise.

In either case, the City shall give the Grantee 10 days notice of any termination proceedings.

SECTION 2: CONSTRUCTION AND OPERATION:

A. LOCATION OF FRANCHISE PROPERTY: The location of any franchise property installed hereunder shall be first approved by the City Engineer.

B. QUALITY CONTROL AND CONTENT: All franchise property installed and maintained hereunder shall be constructed in a good and workmanlike manner and in conformity with all ordinances, rules or regulations now or hereafter adopted or prescribed by the City. All pipelines installed shall conform to the applicable American National Standard Code for Pressure Piping, in its latest revision. The Grantee shall keep the City informed of the content or type of substance conveyed in any pipe in order for the City to evaluate the flammable nature or any potential dangers.

C. STREET EXCAVATION: Grantee shall have the right to make all necessary excavations in the streets for the purposes granted in this franchise, but nothing herein contained shall relieve Grantee from the provisions of any ordinance or law that may be in force at the time, requiring permits to be obtained for street excavations before such work is commenced.

All excavations shall be made and refilled in strict compliance with all City ordinances, standards and policies that may be in effect at the time of the performance of the work and shall be so made as not to interfere unreasonably with the free use of the streets by the public.

Upon completion of the work for which street excavations are made, all portions of the streets which have been excavated or otherwise damaged by such excavation work shall be restored to as good condition as they were in before the commencement of such work, to the satisfaction of the City Engineer.

D. EMERGENCY WORK: At its sole expense the Grantee shall promptly repair and clean up any leaks or breaks in pipelines and conduits. If

any portion of any street shall be damaged by reason of breaks or leaks in any pipe or conduit constructed under this franchise, the Grantee shall, at its sole expense, take immediate steps to repair any such damage and restore such street to as good condition as it was before such break or leak, and to the satisfaction of the City Engineer. Such emergency repair of franchise property may be commenced without prior permit. However, Grantee shall, by not later than the next normal working day, apply to the City Engineer for a permit authorizing such emergency work.

E. CHANGES REQUIRED BY PUBLIC IMPROVEMENTS: If the City Engineer shall determine that it is reasonable and necessary that franchise property be temporarily disconnected, abandoned, temporarily or permanently removed, temporarily or permanently relocated or substitute facilities installed, in order that the City, when acting in a governmental capacity, may relocate, change grade, construct, use, maintain, change or modify any street improvement or City-owned utility facilities, said City Engineer shall give notice, in writing, to the Grantee. Within 30 days after the service of such notice upon the Grantee, the Grantee shall at its sole cost and expense begin and diligently prosecute the necessary work to completion. Upon failure to do so, the City Engineer may cause said work to be completed and the Grantee shall immediately pay for the same upon presentation of an itemized account of the cost thereof.

In the event that any franchise property is required to be abandoned in or permanently removed from any street or portion thereof affected, the City Engineer shall approve such additional street location or locations as may be necessary to permit the installation of substitute facilities.

F. ABANDONMENT OF FRANCHISE PROPERTY: The City Engineer, upon such terms and conditions as he may determine, may give Grantee permission to abandon, without removing, franchise property installed under the franchise. The length of any pipeline, conduit or pole line, abandoned with such permission, shall not be considered in calculating payments due under the franchise following the date the City Engineer or his designated representative has inspected and

approved in writing the abandonment work. The ownership of all franchise property so abandoned shall thereafter vest in the City.

G. OPERATION: The pipeline shall be maintained and operated in a manner consistent with the highest applicable standards of the Federal Government, State of California, and/or City of Oxnard.

H. INCLUSION OF SPECIAL USE PERMIT NO. 806: All provisions of Special Use Permit No. 806 that are applicable to pipelines are hereby included within this ordinance and are to be considered equally.

SECTION 3: MAPS AND RECORDS: Within six months following the date in which any franchise property has been installed, relocated, removed or abandoned under this franchise, the Grantee shall warrant the accuracy of and file a map or maps in such form as may be required by the City Engineer showing the location, length and size of all such facilities so installed, relocated, removed or abandoned.

SECTION 4: COMPENSATION TO THE CITY: Within 75 days after the end of each calendar year, the grantee shall, during the life of this franchise, annually pay to the City, in lawful money of the United States, the greater of the following sums: (1) A sum computed by multiplying \$0.01 times the nominal internal diameter of the pipeline, expressed in inches, times the number of lineal feet of such pipe located within the City; or (2) The sum acquired by multiplying said nominal internal diameter of the pipeline (inches), times the lineal feet in the City, times the monetary rate equal to the highest such rate used by the Grantee under any other pipeline franchise agreement within the State of California. In order to permit the Grantor to verify this highest state-wide rate, the Grantee shall afford the Grantor a reasonable review and audit of all of its records pertaining to other franchises. Said audits shall be after 24 hour notice and conducted during Grantee's regular business hours by the Grantor's representatives. However, that the amount of each annual payment shall be revised at the time of payment in accordance with the following formula:

(a) If the level of the Producer's Price Index (1967=100), All Commodities, prepared by the United States Bureau of Labor Statistics, Department of Labor, 90 days prior to the date on which payment to the Grantors shall be due, shall stand at a level different than the "base

level" (as defined hereinafter) then the annual payment shall be adjusted in direct proportion as said Index has increased or decreased from the "base level". "Base level" for the purposes of this section shall be the level of the Index for the month last preceding the effective date of this Ordinance.

(b) If said Bureau shall revise the said Index, the parties hereto shall accept the method of revision or conversion recommended by the said Bureau.

(c) If said Bureau shall discontinue the preparation of said Producer's Price Index using prices prevailing during the year 1967 as the base of 100, and if no transposition table prepared by said Bureau is available which is applicable to said year 1967, then the amount of each annual payment shall be computed by using the successor or most nearly comparable successor index thereto.

SECTION 5: TERMINATION OF EXISTING FRANCHISE: This grant is made in lieu of all other franchises, rights, or privileges owned by the grantee, or by any successor of the grantee to any rights under this franchise, for transmitting and distributing petroleum, oil, and liquid hydrocarbon, within the limits of the City, as said limits now or may hereafter exist, and the acceptance of the franchise hereby granted shall operate as an abandonment of all such franchises, rights and privileges within the limits of this City, as such limits now or may hereafter exist, in lieu of which this franchise is granted.

SECTION 6: EMINENT DOMAIN: The franchise granted hereunder shall not in any way or to any extent impair or affect the right of the City to acquire the property of the grantee hereof either by purchase or through the exercise of the right of eminent domain, and nothing herein contained shall be construed to contract away or to modify or abridge, either for a term or in perpetuity, the City's right of eminent domain in respect to the grantee or any public utility. Nor shall this franchise ever be given any value before any court or other public authority in any proceeding of any character in excess of the cost to the grantee of the necessary publication and any other sum paid by it to the City therefore at the time of the acquisition thereof.

SECTION 7: BOND AND INDEMNIFICATION:

A. BOND: Where any successor of the Grantee does not possess financial responsibility to assure faithful performance, a faithful performance bond in an amount acceptable to the City, may be required to be filed with the City by said successor.

B. INDEMNIFICATION: The Grantee, by the acceptance or use of the franchise agrees to defend, indemnify and hold harmless the City, its officers, agents or employees against any and all claims, demands or causes of action which may be asserted, prosecuted or established against them, or any of them, for damage to persons, or property, of whatsoever nature, arising out of the use by it of the City streets hereunder or arising out of any of the operations or activities of the Grantee pursuant to this franchise, whether such damage shall be caused by negligence or otherwise, excepting any claim, demand or cause of action, which may be asserted, prosecuted or established against the City under the provisions of the Workman's Compensation Act for injury to, or the death of any of the City's officers, agents, or employees while acting within the scope of their employment and further excepting therefrom any claim, demand or cause of action arising out of the sole negligence of the City, its officers, agents and/or employees.

SECTION 8: ASSIGNMENT: Grantee shall not permit any right or privilege granted by the franchise to be exercised by another, nor shall the franchise or any interest therein or any right or privilege hereunder be in whole or in part sold, transferred, leased, assigned, or disposed of except with the consent of the City expressed by resolution, however, no consent shall be required for any transfer by Grantee in trust or by way of mortgage or hypothecation covering all or any part of Grantee's property, which transfer, mortgage or hypothecation shall be for the purpose of securing an indebtedness of Grantee or for the purpose of renewing, extending, refunding, retiring, paying or cancelling in whole or in part any such indebtedness at any time or from time to time.

SECTION 9: FORFEITURE:

(a) If the Grantee of this franchise shall fail, neglect or refuse to comply with any of the provisions or conditions hereof, and shall

not, within 10 days after written demand for compliance, cure or begin the work of compliance, or after such beginning shall not prosecute the same with due diligence to completion, then the City, by its legislative body, may declare this franchise forfeited.

(b) The City may sue in its own name for the forfeiture of this franchise, in the event of non-compliance by the Grantee, with any of the conditions thereof.

SECTION 10: PUBLICATION: The Grantee of this franchise shall pay to the City a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of this franchise; such payment to be made within 30 days after the City shall furnish such Grantee with a written statement of such expenses.

SECTION 11: ACCEPTANCE: Not later than 30 days after the publication of this ordinance, the grantee shall file with the City Clerk a written acceptance of the franchise hereby granted, and an agreement to comply with its terms and conditions. When so filed, such acceptance shall constitute a continuing agreement of the Grantee that if and when the City shall thereafter annex or consolidate with, additional territory, any and all franchise rights and privileges owned by the Grantee therein shall likewise be deemed to be abandoned within the limits of such territory.

PART 2. UNCODIFIED AND EFFECTIVE DATE: This ordinance shall not be codified into the City Code. The City Clerk shall certify to the adoption of this ordinance and shall cause the same to be published once within 15 days after its passage in the Oxnard Press Courier. Ordinance No. 1869 was first read on April 28, 1981, and finally adopted on May 5, 1981, to become effective 30 days thereafter.

AYES: Council members Lopez, Maron, and Takasugi

NOES: None

ABSENT: Councilmen Kato and Maxwell

Dr. Manuel M. Lopez
Mayor Pro Tem

ATTEST:

Mabi Covarrubias
Mabi Covarrubias
City Clerk

CITY ATTORNEY APPROVAL
as to form and legal sufficiency

APPROVED AS TO CONTENT:

Finance Director
Finance Director

By Mark G. Sellers
Mark G. Sellers
Deputy City Attorney

CRIMSON CALIFORNIA PIPELINE, LP
3760 Kilroy Airport Way, Suite 300
Long Beach, CA 90806
Attn.: Land Department

November 4, 2019

Attn.: Jason Zaragoza, Deputy City Attorney
City of Oxnard
300 West Third Street, Suite 300
Oxnard, CA 93030

RE: Franchise Ordinance Number 1869

Dear Mr. Zaragoza:

Crimson California Pipeline, L.P., a California limited partnership would like to formally apply to renew the terms and conditions of the enclosed Franchise Ordinance Number 1869 set to expire on January 1, 2021.

Should you require further information, please do not hesitate to call April Harvey, ROW Manager at (562) 285-4112.

Sincerely,

Valerie Jackson
VP Engineering & Regulatory Compliance

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 13,574

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
CONSENTING TO SALE AND TRANSFER OF FRANCHISE BY
CONOCOPHILLIPS PIPE LINE COMPANY TO CRIMSON CALIFORNIA
PIPELINE L.P. OF THE RIGHTS GRANTED TO UNOCAL CALIFORNIA
PIPELINE COMPANY UNDER THAT CERTAIN FRANCHISE CREATED
BY CITY OF OXNARD ORDINANCE NO. 1869

WHEREAS, on May 5, 1981, the City of Oxnard, by Ordinance No. 1869 granted to Union Oil Company of California ("UNOCAL") a franchise to lay and operate approximately 2,000 linear feet of 8-inch pipe along Harbor Boulevard in the City of Oxnard; and

WHEREAS, UNOCAL laid the pipe and operated the pipeline; and

WHEREAS, on April 4, 2000, the City of Oxnard, by Resolution No. 11,798, consented to the assignment of the rights and privileges granted by the franchise to UNOCAL California Pipeline Company ("UNOCAP"); and

WHEREAS, section 8 of Ordinance No. 1869 provides:

"Grantee shall not permit any right or privilege granted by the franchise to be exercised by another, nor shall the franchise or any interest therein or any right or privilege hereunder be in whole or part sold, transferred, leased, assigned, or disposed of, except with the consent of the City expressed by resolution . . ."; and

WHEREAS, on February 1, 2005, UNOCAP transferred to ConocoPhillips Pipe Line Company ("CONOCO"), a related entity, all rights of UNOCAP under Ordinance No. 1869; and

WHEREAS, on April 5, 2005, the City of Oxnard, by Resolution No. 12,790, consented to the transfer from UNOCAP to CONOCO of all rights, title and interest in the franchise concerning operation of a pipeline granted by the City of Oxnard to UNOCAP under Ordinance No. 1869 and the assumption by CONOCO of all obligations imposed by Ordinance No. 1869; and

WHEREAS, on November 2, 2007, Crimson Pipeline L.P. ("CRIMSON") advised the City of Oxnard that it had entered into a Purchase and Sale Agreement with CONOCO for pipeline assets covered under the franchise created by Ordinance No. 1869; and

WHEREAS, the Bill of Sale transferring the pipeline assets covered under the franchise created by Ordinance No. 1869 from CONOCO to CRIMSON became effective as of July 1, 2008; and

WHEREAS, it is reasonable and proper for the City of Oxnard to grant consent to the sale and transfer of rights under Ordinance No. 1869 to CRIMSON.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve, by a vote of not less than two-thirds of its members, to:

1. Consent to the sale and transfer from CONOCO to CRIMSON all rights, title, and interest in the franchise concerning operation of a pipeline granted by the City of Oxnard to UNOCAP under Ordinance No. 1869 and the assumption by CRIMSON of all obligations imposed by Ordinance No. 1869.

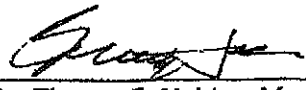
2. Without a subsequent resolution, not consent to any subsequent transfer, waiver, or alteration of any rights which the City of Oxnard may have under Ordinance No. 1869 or any obligations of the franchisee under Ordinance No. 1869.

PASSED and ADOPTED this 16 day of December, 2008, by the following vote:

AYES: Councilmembers Holden, Herrera, Maulhardt, Pinkard, and MacDonald.

NOES: None.

ABSENT: None.


Dr. Thomas E. Holden, Mayor

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Alan Holmberg, Acting City Attorney
12-8-08

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 12,790

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD CONSENTING TO ASSIGNMENT BY UNOCAL CALIFORNIA PIPELINE COMPANY TO CONOCOPHILIPS PIPELINE COMPANY OF THE RIGHTS GRANTED TO UNOCAL CALIFORNIA PIPELINE COMPANY UNDER THAT CERTAIN FRANCHISE CREATED BY CITY OF OXNARD ORDINANCE NO. 1869.

WHEREAS, on May 5, 1981, the City of Oxnard, by Ordinance No. 1869 granted to Union Oil Company of California ("UNOCAL") a franchise to lay and operate approximately 2,000 linear feet of 8-inch pipe along Harbor Boulevard in the City of Oxnard; and

WHEREAS, UNOCAL laid the pipe and operated the pipeline; and

WHEREAS, on April 4, 2000, the City of Oxnard, by Resolution No. 11,798, granted the assignment of the rights and privileges granted by the franchise to UNOCAL California Pipeline Company ("UNOCAP").

WHEREAS, section 8 of Ordinance No. 1869 provides:

"Grantee shall not permit any right or privilege granted by the franchise to be exercised by another, nor shall the franchise or any interest therein or any right or privilege hereunder be in whole or part sold, transferred, leased, assigned, or disposed of, except with the consent of the City expressed by resolution . . ."; and

WHEREAS, on February 1, 2005, UNOCAP transferred to ConocoPhillips Pipeline Company ("CONOCO"), a related entity, all rights of UNOCAP under Ordinance No. 1869; and

WHEREAS, CONOCO has, since the time such rights were transferred to it, performed the obligations of UNOCAP under the franchise agreement and is able to so perform these obligations in the future; and

WHEREAS, CONOCO, through oversight, did not previously seek the consent of the City of

Oxnard to the transfer of such franchise rights pursuant to section 8 of Ordinance No. 1869, however, UNOCAP has since February 1, 2005, requested the consent of the City of Oxnard; and

WHEREAS, it is reasonable and proper for the City of Oxnard to grant consent to the transfer of the rights under Ordinance No. 1869 to CONOCO.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve, by a vote of not less than two-thirds of its members, to:

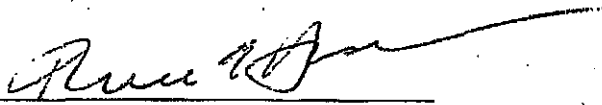
1. Consent to the transfer from UNOCAP to CONOCO all right, title and interest in the franchise concerning operation of a pipeline granted by the City of Oxnard to UNOCAP under Ordinance No. 1869, and the assumption by CONOCO of all obligations imposed by Ordinance No. 1869.
2. Without a subsequent resolution, not consent to any subsequent transfer, nor waiver, or alteration of any rights which the City of Oxnard may have under Ordinance No. 1869, or any obligations of the franchisee under Ordinance No. 1869.

PASSED AND ADOPTED this 5th day of April, 2005, by the following vote:

AYES: , Councilmembers Zaragoza, Flynn, Herrera, Holden and Maulhardt.

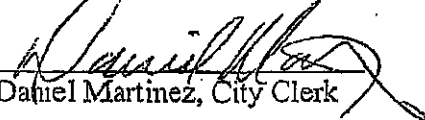
NOES: None.

ABSENT: None.



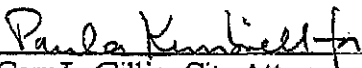
Dr. Thomas E. Holden, Mayor

ATTEST:



Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Gary L. Gillig, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 11,708

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD CONSENTING TO ASSIGNMENT BY UNION OIL COMPANY OF CALIFORNIA TO UNOCAL CALIFORNIA PIPELINE COMPANY OF THE RIGHTS GRANTED TO UNION OIL COMPANY OF CALIFORNIA UNDER THAT CERTAIN FRANCHISE CREATED BY CITY OF OXNARD ORDINANCE NUMBER 1869.

WHEREAS, on May 5, 1981, the City of Oxnard, by Ordinance Number 1869, granted to Union Oil Company of California ("UNOCAL") a franchise to lay and operate approximately 2,000 linear feet of 8 inch pipe along Harbor Boulevard in the City of Oxnard;

WHEREAS, UNOCAL laid the pipe and operated the pipeline;

WHEREAS, section 8 of Ordinance Number 1869 provides:

"Grantee shall not permit any right or privilege granted by the franchise to be exercised by another, nor shall the franchise or any interest therein or any right or privilege hereunder be in whole or part sold, transferred, leased, assigned, or disposed of, except with the consent of the City expressed by resolution"

WHEREAS, on or about January, 1992, UNOCAL transferred to UNOCAL California Pipeline Company ("UNOCAP"), a related entity, all rights of UNOCAL under Ordinance Number 1869;

WHEREAS, UNOCAP has, since the time such rights were transferred to it, performed the obligations of UNOCAL under the franchise agreement and is able to so perform these obligations in the future;

WHEREAS, UNOCAL, through oversight, did not previously seek the consent of the City of Oxnard to the transfer of such franchise rights pursuant to section 8 of Ordinance Number 1869,

however, UNOCAL has on several occasions since December, 1998, requested the consent of the City of Oxnard;

WHEREAS, it is reasonable and proper for the City of Oxnard to grant consent to the transfer of the rights under Ordinance Number 1869 to UNOCAP.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve and determine, by a vote of not less than two-thirds of its members, that:

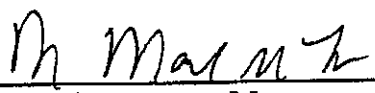
1. The City of Oxnard hereby consents to the transfer from UNOCAL to UNOCAP all right, title and interest in the franchise concerning operation of a pipeline granted by the City of Oxnard to UNOCAL under Ordinance Number 1869, and the assumption by UNOCAP of all obligations imposed by Ordinance Number 1869.
2. This consent to transfer is not a consent to any subsequent transfer, nor a waiver, alteration of any rights which the City of Oxnard may have under Ordinance Number 1869, or any obligations of the franchisee under Ordinance Number 1869.

PASSED AND ADOPTED this 4th day of April, 2000, by the following vote:

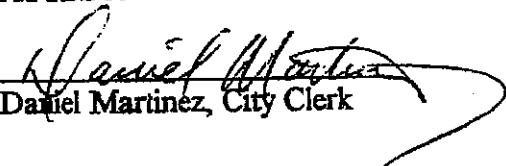
AYES: Councilmembers Lopez, Maulhardt, Pinkard and Zaragoza.

NOES: None.

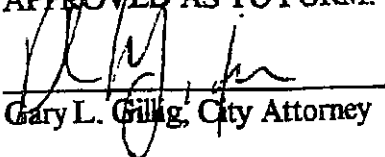
ABSENT: Councilmember Holden.


Dr. Manuel M. Lopez, Mayor

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Gary L. Gillig, City Attorney

CITY OF OXNARD

ORDINANCE NO. 1869

ORDINANCE GRANTING TO UNION OIL COMPANY OF CALIFORNIA A 40 YEAR FRANCHISE TO LAY, OPERATE, AND REMOVE OR ABANDON IN PLACE PIPELINES FOR THE TRANSPORTATION OF PETROLEUM PRODUCTS UNDER, ALONG AND ACROSS HARBOR BOULEVARD.

The City Council of the City of Oxnard does ordain as follows:

PART 1. The City of Oxnard, referred to as "City", hereby grants to Union Oil Company of California, its successors and assigns, collectively referred to as "Grantee", the right, franchise and privilege, to lay, construct, operate, maintain, renew, repair, change the size of, remove and or abandon in place one oil pipeline and one gas pipeline, not to exceed eight inch (8) nominal diameter, for the transportation of petroleum, oil, gas, and liquid hydrocarbon products thereof, together with all manholes, valves and appurtenances and service connections necessary or convenient to properly maintain and operate said pipeline, including facilities necessary for cathodic protection of said pipelines, in, under, along and across those certain public streets within the City of Oxnard described as follows:

Along Harbor Boulevard from the north City of
Oxnard boundary line to a point located 1,975'
southerly.

*ADDED 42.3 FEET
1983*

This franchise right being subject to the following covenants, terms and conditions:

SECTION 1. DURATION OF FRANCHISE: This franchise shall expire 40 years from after the effective date of this ordinance, unless sooner terminated, by ordinance, as herein provided. City reserves the right to terminate this franchise prior to its expiration date in the event:

(a) Grantee fails to comply with any provisions hereof. If such failure is due to a cause beyond the control of Grantee, the franchise

(b) Any provision hereof becomes invalid or unenforceable and City expressly finds that such provision constituted a consideration material to the granting of this franchise.

In either case, the City shall give the Grantee 10 days notice of any termination proceedings.

SECTION 2: CONSTRUCTION AND OPERATION:

A. LOCATION OF FRANCHISE PROPERTY: The location of any franchise property installed hereunder shall be first approved by the City Engineer.

B. QUALITY CONTROL AND CONTENT: All franchise property installed and maintained hereunder shall be constructed in a good and workmanlike manner and in conformity with all ordinances, rules or regulations now or hereafter adopted or prescribed by the City. All pipelines installed shall conform to the applicable American National Standard Code for Pressure Piping, in its latest revision. The Grantee shall keep the City informed of the content or type of substance conveyed in any pipe in order for the City to evaluate the flammable nature or any potential dangers.

C. STREET EXCAVATION: Grantee shall have the right to make all necessary excavations in the streets for the purposes granted in this franchise, but nothing herein contained shall relieve Grantee from the provisions of any ordinance or law that may be in force at the time, requiring permits to be obtained for street excavations before such work is commenced.

All excavations shall be made and refilled in strict compliance with all City ordinances, standards and policies that may be in effect at the time of the performance of the work and shall be so made as not to interfere unreasonably with the free use of the streets by the public.

Upon completion of the work for which street excavations are made, all portions of the streets which have been excavated or otherwise

any portion of any street shall be damaged by reason of breaks or leaks in any pipe or conduit constructed under this franchise, the Grantee shall, at its sole expense, take immediate steps to repair any such damage and restore such street to as good condition as it was before such break or leak, and to the satisfaction of the City Engineer. Such emergency repair of franchise property may be commenced without prior permit. However, Grantee shall, by not later than the next normal working day, apply to the City Engineer for a permit authorizing such emergency work.

E. CHANGES REQUIRED BY PUBLIC IMPROVEMENTS: If the City Engineer shall determine that it is reasonable and necessary that franchise property be temporarily disconnected, abandoned, temporarily or permanently removed, temporarily or permanently relocated or substitute facilities installed, in order that the City, when acting in a governmental capacity, may relocate, change grade, construct, use, maintain, change or modify any street improvement or City-owned utility facilities, said City Engineer shall give notice, in writing, to the Grantee. Within 30 days after the service of such notice upon the Grantee, the Grantee shall at its sole cost and expense begin and diligently prosecute the necessary work to completion. Upon failure to do so, the City Engineer may cause said work to be completed and the Grantee shall immediately pay for the same upon presentation of an itemized account of the cost thereof.

✓ In the event that any franchise property is required to be abandoned in or permanently removed from any street or portion thereof affected, the City Engineer shall approve such additional street location or locations as may be necessary to permit the installation of substitute facilities.

✓ F. ABANDONMENT OF FRANCHISE PROPERTY: The City Engineer, upon such terms and conditions as he may determine, may give Grantee permission to abandon, without removing, franchise property installed

approved in writing the abandonment work. The ownership of all franchise property so abandoned shall thereafter vest in the City.

G. OPERATION: The pipeline shall be maintained and operated in a manner consistent with the highest applicable standards of the Federal Government, State of California, and/or City of Oxnard.

H. INCLUSION OF SPECIAL USE PERMIT NO. 806: All provisions of Special Use Permit No. 806 that are applicable to pipelines are hereby included within this ordinance and are to be considered equally.

SECTION 3: MAPS AND RECORDS: Within six months following the date in which any franchise property has been installed, relocated, removed or abandoned under this franchise, the Grantee shall warrant the accuracy of and file a map or maps in such form as may be required by the City Engineer showing the location, length and size of all such facilities so installed, relocated, removed or abandoned.-

SECTION 4: COMPENSATION TO THE CITY: Within 75 days after the end of each calendar year, the grantee shall, during the life of this franchise, annually pay to the City, in lawful money of the United States, the greater of the following sums: (1) A sum computed by multiplying \$0.01 times the nominal internal diameter of the pipeline, expressed in inches, times the number of lineal feet of such pipe located within the City; or (2) The sum acquired by multiplying said nominal internal diameter of the pipeline (inches), times the lineal feet in the City, times the monetary rate equal to the highest such rate used by the Grantee under any other pipeline franchise agreement within the State of California. In order to permit the Grantor to verify this highest state-wide rate, the Grantee shall afford the Grantor a reasonable review and audit of all of its records pertaining to other franchises. Said audits shall be after 24 hour notice and conducted during Grantee's regular business hours by the Grantor's representatives. However, that the amount of each annual payment shall be revised at the time of payment in accordance with the

level" (as defined hereinafter) then the annual payment shall be adjusted in direct proportion as said Index has increased or decreased from the "base level". "Base level" for the purposes of this section shall be the level of the Index for the month last preceding the effective date of this Ordinance.

(b) If said Bureau shall revise the said Index, the parties hereto shall accept the method of revision or conversion recommended by the said Bureau.

(c) If said Bureau shall discontinue the preparation of said Producer's Price Index using prices prevailing during the year 1967 as the base of 100, and if no transposition table prepared by said Bureau is available which is applicable to said year 1967, then the amount of each annual payment shall be computed by using the successor or most nearly comparable successor index thereto.

SECTION 5: TERMINATION OF EXISTING FRANCHISE: This grant is made in lieu of all other franchises, rights, or privileges owned by the grantee, or by any successor of the grantee to any rights under this franchise, for transmitting and distributing petroleum, oil, and liquid hydrocarbon, within the limits of the City, as said limits now or may hereafter exist, and the acceptance of the franchise hereby granted shall operate as an abandonment of all such franchises, rights and privileges within the limits of this City, as such limits now or may hereafter exist, in lieu of which this franchise is granted.

SECTION 6: EMINENT DOMAIN: The franchise granted hereunder shall not in any way or to any extent impair or affect the right of the City to acquire the property of the grantee hereof either by purchase or through the exercise of the right of eminent domain, and nothing herein contained shall be construed to contract away or to modify or abridge, either for a term or in perpetuity, the City's right of eminent domain in respect to the grantee or any public utility. Nor shall this franchise ever be given any value before any court or other

SECTION 7: BOND AND INDEMNIFICATION:

A. BOND: Where any successor of the Grantee does not possess financial responsibility to assure faithful performance, a faithful performance bond in an amount acceptable to the City, may be required to be filed with the City by said successor.

B. INDEMNIFICATION: The Grantee, by the acceptance or use of the franchise agrees to defend, indemnify and hold harmless the City, its officers, agents or employees against any and all claims, demands or causes of action which may be asserted, prosecuted or established against them, or any of them, for damage to persons, or property, of whatsoever nature, arising out of the use by it of the City streets hereunder or arising out of any of the operations or activities of the Grantee pursuant to this franchise, whether such damage shall be caused by negligence or otherwise, excepting any claim, demand or cause of action, which may be asserted, prosecuted or established against the City under the provisions of the Workman's Compensation Act for injury to, or the death of any of the City's officers, agents, or employees while acting within the scope of their employment and further excepting therefrom any claim, demand or cause of action arising out of the sole negligence of the City, its officers, agents and/or employees.

SECTION 8: ASSIGNMENT: Grantee shall not permit any right or privilege granted by the franchise to be exercised by another, nor shall the franchise or any interest therein or any right or privilege hereunder be in whole or in part sold, transferred, leased, assigned, or disposed of except with the consent of the City expressed by resolution, however, no consent shall be required for any transfer by Grantee in trust or by way of mortgage or hypothecation covering all or any part of Grantee's property, which transfer, mortgage or hypothecation shall be for the purpose of securing an indebtedness of Grantee or for the purpose of renewing, extending, refunding.

not, within 10 days after written demand for compliance, cure or begin the work of compliance, or after such beginning shall not prosecute the same with due diligence to completion, then the City, by its legislative body, may declare this franchise forfeited.

(b) The City may sue in its own name for the forfeiture of this franchise, in the event of non-compliance by the Grantee, with any of the conditions thereof.

SECTION 10: PUBLICATION: The Grantee of this franchise shall pay to the City a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of this franchise; such payment to be made within 30 days after the City shall furnish such Grantee with a written statement of such expenses.

SECTION 11: ACCEPTANCE: Not later than 30 days after the publication of this ordinance, the grantee shall file with the City Clerk a written acceptance of the franchise hereby granted, and an agreement to comply with its terms and conditions. When so filed, such acceptance shall constitute a continuing agreement of the Grantee that if and when the City shall thereafter annex or consolidate with, additional territory, any and all franchise rights and privileges owned by the Grantee therein shall likewise be deemed to be abandoned within the limits of such territory.

PART 2. UNCODIFIED AND EFFECTIVE DATE: This ordinance shall not be codified into the City Code. The City Clerk shall certify to the adoption of this ordinance and shall cause the same to be published once within 15 days after its passage in the Oxnard Press Courier. Ordinance No. 1869 was first read on April 28, 1981, and finally adopted on May 5, 1981, to become effective 30 days thereafter.

AYES: Council members Lopez, Maron, and Takasugi

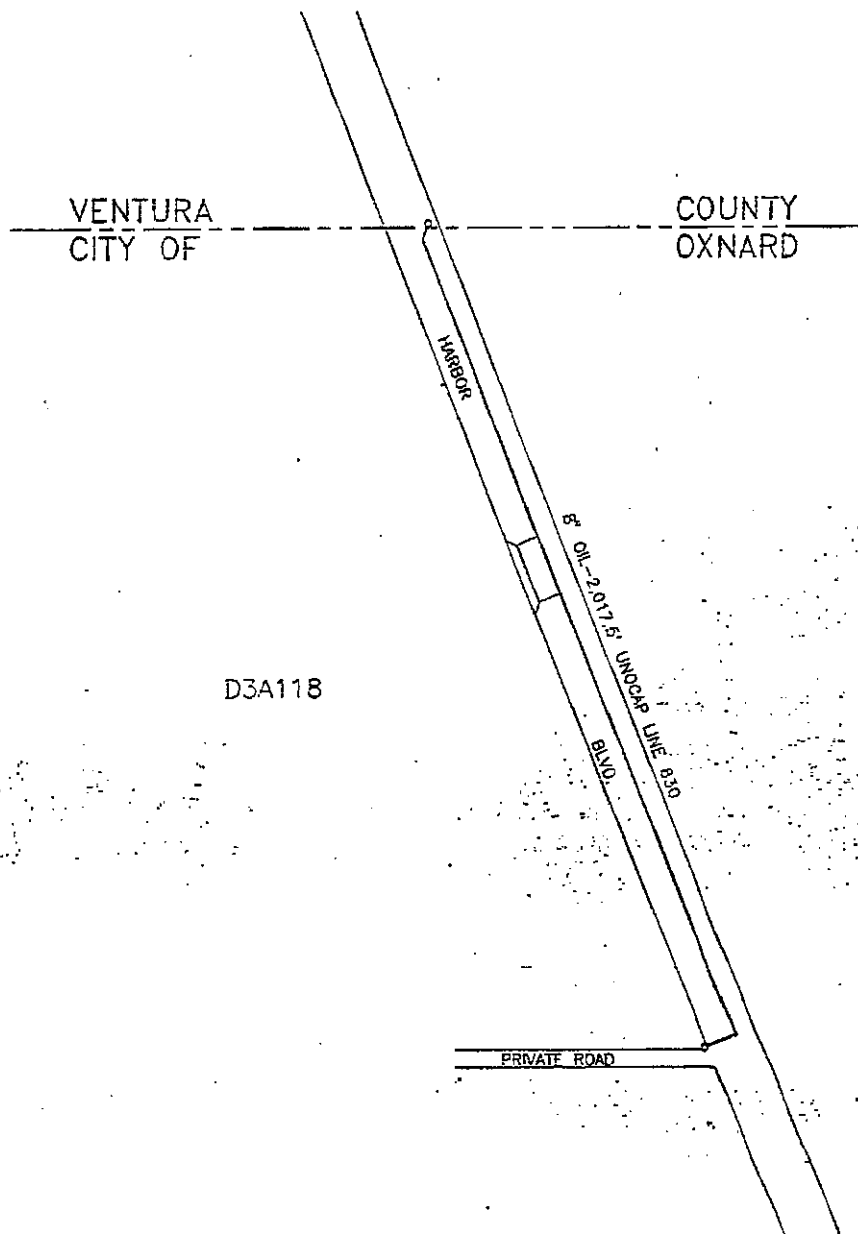
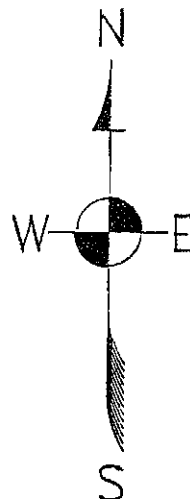
NOES: None

ABSENT: Councilmen Kato and Maxwell

h m

IMPORTANT NOTICE

THE INFORMATION CONTAINED ON THIS DRAWING IS FOR THE PRIVATE USE OF THE TOSCO CORPORATION AND ITS SUBSIDIARIES. SAID COMPANY MAKES NO REPRESENTATION FOR THE ACCURACY OF LOCATIONS OR DEPTH OF ANY TIES, SECTION CORNERS, BOUNDARIES, PIPE LINES, TELEPHONE, TELEGRAPH, OR ON THE SURFACE OF THE GROUND INDICATED ON THIS DRAWING. THIS COMPANY MUST BE COMMUNICATED WITH BEFORE ANY EXPLORATORY WORK OF ANY KIND IS DONE IN THE VICINITY OF THE FACILITIES SHOWN ON THIS MAP.



**FRANCHISES
CITY OF OXNARD**

FILE NUMBER	DESCRIPTION OF PIPELINE	PI. LENGTH	PROD. TYPE	PLAT. MAP	FRANCHISE NUMBER	D3A	PIPELINE STATUS	CURRENT OWNERSHIP
57685	8" Oil	2,017.5'	Oil	57685	1869	D3A118	Active	UNOCAP
	Mandalay Trunk Line							
	Line 830							
Total Footage UNOCAP 8" Line = 2017.5 feet								

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 11,708

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD CONSENTING TO ASSIGNMENT BY UNION OIL COMPANY OF CALIFORNIA TO UNOCAL CALIFORNIA PIPELINE COMPANY OF THE RIGHTS GRANTED TO UNION OIL COMPANY OF CALIFORNIA UNDER THAT CERTAIN FRANCHISE CREATED BY CITY OF OXNARD ORDINANCE NUMBER 1869.

WHEREAS, on May 5, 1981, the City of Oxnard, by Ordinance Number 1869, granted to Union Oil Company of California ("UNOCAL") a franchise to lay and operate approximately 2,000 linear feet of 8 inch pipe along Harbor Boulevard in the City of Oxnard;

WHEREAS, UNOCAL laid the pipe and operated the pipeline;

WHEREAS, section 8 of Ordinance Number 1869 provides:

"Grantee shall not permit any right or privilege granted by the franchise to be exercised by another, nor shall the franchise or any interest therein or any right or privilege hereunder be in whole or part sold, transferred, leased, assigned, or disposed of, except with the consent of the City expressed by resolution"

WHEREAS, on or about January, 1992, UNOCAL transferred to UNOCAL California Pipeline Company ("UNOCAP"), a related entity, all rights of UNOCAL under Ordinance Number 1869;

WHEREAS, UNOCAP has, since the time such rights were transferred to it, performed the obligations of UNOCAL under the franchise agreement and is able to so perform these obligations in the future;

WHEREAS, UNOCAL, through oversight, did not previously seek the consent of the City of Oxnard to the transfer of such franchise rights pursuant to section 8 of Ordinance Number 1869,

however, UNOCAL has on several occasions since December, 1998, requested the consent of the City of Oxnard;

WHEREAS, it is reasonable and proper for the City of Oxnard to grant consent to the transfer of the rights under Ordinance Number 1869 to UNOCAP.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve and determine, by a vote of not less than two-thirds of its members, that:

1. The City of Oxnard hereby consents to the transfer from UNOCAL to UNOCAP all right, title and interest in the franchise concerning operation of a pipeline granted by the City of Oxnard to UNOCAL under Ordinance Number 1869, and the assumption by UNOCAP of all obligations imposed by Ordinance Number 1869.
2. This consent to transfer is not a consent to any subsequent transfer, nor a waiver, alteration of any rights which the City of Oxnard may have under Ordinance Number 1869, or any obligations of the franchisee under Ordinance Number 1869.

PASSED AND ADOPTED this 4th day of April, 2000, by the following vote:

AYES: Councilmembers Lopez, Maulhardt, Pinkard and Zaragoza.

NOES: None.

ABSENT: Councilmember Holden.



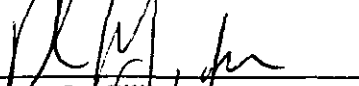
Dr. Manuel M. Lopez, Mayor

ATTEST:



Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Gary L. Gillig, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 12,790

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD CONSENTING TO ASSIGNMENT BY UNOCAL CALIFORNIA PIPELINE COMPANY TO CONOCOPHILIPS PIPELINE COMPANY OF THE RIGHTS GRANTED TO UNOCAL CALIFORNIA PIPELINE COMPANY UNDER THAT CERTAIN FRANCHISE CREATED BY CITY OF OXNARD ORDINANCE NO. 1869.

WHEREAS, on May 5, 1981, the City of Oxnard, by Ordinance No. 1869 granted to Union Oil Company of California (“UNOCAL”) a franchise to lay and operate approximately 2,000 linear feet of 8-inch pipe along Harbor Boulevard in the City of Oxnard; and

WHEREAS, UNOCAL laid the pipe and operated the pipeline; and

WHEREAS, on April 4, 2000, the City of Oxnard, by Resolution No. 11,798, granted the assignment of the rights and privileges granted by the franchise to UNOCAL California Pipeline Company (“UNOCAP”).

WHEREAS, section 8 of Ordinance No. 1869 provides:

“Grantee shall not permit any right or privilege granted by the franchise to be exercised by another, nor shall the franchise or any interest therein or any right or privilege hereunder be in whole or part sold, transferred, leased, assigned, or disposed of, except with the consent of the City expressed by resolution”; and

WHEREAS, on February 1, 2005, UNOCAP transferred to ConocoPhillips Pipeline Company (“CONOCO”), a related entity, all rights of UNOCAP under Ordinance No. 1869; and

WHEREAS, CONOCO has, since the time such rights were transferred to it, performed the obligations of UNOCAP under the franchise agreement and is able to so perform these obligations in the future; and

WHEREAS, CONOCO, through oversight, did not previously seek the consent of the City of

Oxnard to the transfer of such franchise rights pursuant to section 8 of Ordinance No. 1869, however, UNOCAP has since February 1, 2005, requested the consent of the City of Oxnard; and

WHEREAS, it is reasonable and proper for the City of Oxnard to grant consent to the transfer of the rights under Ordinance No. 1869 to CONOCO.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve, by a vote of not less than two-thirds of its members, to:

1. Consent to the transfer from UNOCAP to CONOCO all right, title and interest in the franchise concerning operation of a pipeline granted by the City of Oxnard to UNOCAP under Ordinance No. 1869, and the assumption by CONOCO of all obligations imposed by Ordinance No. 1869.
2. Without a subsequent resolution, not consent to any subsequent transfer, nor waiver, or alteration of any rights which the City of Oxnard may have under Ordinance No. 1869, or any obligations of the franchisee under Ordinance No. 1869.

PASSED AND ADOPTED this 5th day of April, 2005, by the following vote:

AYES: Councilmembers Zaragoza, Flynn, Herrera, Holden and Maulhardt.

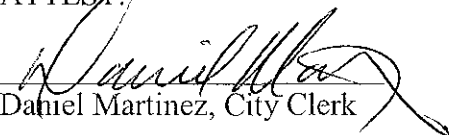
NOES: None.

ABSENT: None.



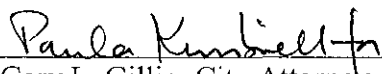
Dr. Thomas E. Holden, Mayor

ATTEST:



Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Gary L. Gillig, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 13,574

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
CONSENTING TO SALE AND TRANSFER OF FRANCHISE BY
CONOCOPHILLIPS PIPE LINE COMPANY TO CRIMSON CALIFORNIA
PIPELINE L.P. OF THE RIGHTS GRANTED TO UNOCAL CALIFORNIA
PIPELINE COMPANY UNDER THAT CERTAIN FRANCHISE CREATED
BY CITY OF OXNARD ORDINANCE NO. 1869

WHEREAS, on May 5, 1981, the City of Oxnard, by Ordinance No. 1869 granted to Union Oil Company of California ("UNOCAL") a franchise to lay and operate approximately 2,000 linear feet of 8-inch pipe along Harbor Boulevard in the City of Oxnard; and

WHEREAS, UNOCAL laid the pipe and operated the pipeline; and

WHEREAS, on April 4, 2000, the City of Oxnard, by Resolution No. 11,798, consented to the assignment of the rights and privileges granted by the franchise to UNOCAL California Pipeline Company ("UNOCAP"); and

WHEREAS, section 8 of Ordinance No. 1869 provides:

"Grantee shall not permit any right or privilege granted by the franchise to be exercised by another, nor shall the franchise or any interest therein or any right or privilege hereunder be in whole or part sold, transferred, leased, assigned, or disposed of, except with the consent of the City expressed by resolution . . ."; and

WHEREAS, on February 1, 2005, UNOCAP transferred to ConocoPhillips Pipe Line Company ("CONOCO"), a related entity, all rights of UNOCAP under Ordinance No. 1869; and

WHEREAS, on April 5, 2005, the City of Oxnard, by Resolution No. 12,790, consented to the transfer from UNOCAP to CONOCO of all rights, title and interest in the franchise concerning operation of a pipeline granted by the City of Oxnard to UNOCAP under Ordinance No. 1869 and the assumption by CONOCO of all obligations imposed by Ordinance No. 1869; and

WHEREAS, on November 2, 2007, Crimson Pipeline L.P. ("CRIMSON") advised the City of Oxnard that it had entered into a Purchase and Sale Agreement with CONOCO for pipeline assets covered under the franchise created by Ordinance No. 1869; and

WHEREAS, the Bill of Sale transferring the pipeline assets covered under the franchise created by Ordinance No. 1869 from CONOCO to CRIMSON became effective as of July 1, 2008; and

WHEREAS, it is reasonable and proper for the City of Oxnard to grant consent to the sale and transfer of rights under Ordinance No. 1869 to CRIMSON.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve, by a vote of not less than two-thirds of its members, to:

1. Consent to the sale and transfer from CONOCO to CRIMSON all rights, title, and interest in the franchise concerning operation of a pipeline granted by the City of Oxnard to UNOCAP under Ordinance No. 1869 and the assumption by CRIMSON of all obligations imposed by Ordinance No. 1869.

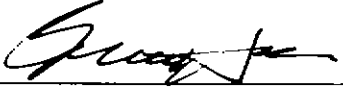
2. Without a subsequent resolution, not consent to any subsequent transfer, waiver, or alteration of any rights which the City of Oxnard may have under Ordinance No. 1869 or any obligations of the franchisee under Ordinance No. 1869.

PASSED and ADOPTED this 16 day of December, 2008, by the following vote:

AYES: Councilmembers Holden, Herrera, Maulhardt, Pinkard, and MacDonald.

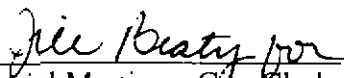
NOES: None.

ABSENT: None.



Dr. Thomas E. Holden, Mayor

ATTEST:



Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, Acting City Attorney
12-8-08

Review an Ordinance Granting the Renewal of the Crimson California Pipeline, L.P. Franchise Agreement to Operate and Maintain a Pipeline for the Transportation of Petroleum Products Under, Along and Across Harbor Boulevard and a Resolution of Intent to Grant the Franchise

Public Works & Transportation Committee
April 9, 2024

Chelsey Ballot
Deputy City Attorney

That the Public Works and Transportation Committee review and recommend that the City Council adopt a resolution of intent (“ROI”) to set a public hearing to introduce an uncoded ordinance granting the renewal of the Crimson California Pipeline, L.P. franchise agreement to operate and maintain a pipeline for the transportation of petroleum products under, along and across Harbor Boulevard.

- On May 5, 1981, the City of Oxnard, by Ordinance No. 1869, granted to Union Oil Company of California (“UNOCAL”) the right to lay, maintain, and operate 2,017.5 linear feet of 8-inch pipeline (the “Oxnard Pipeline”) along Harbor Boulevard in Oxnard, for a period of 40 years.
- Between 1992 and 2008, the franchise was transferred to UNOCAL California Pipeline Company (“UNOCAP”), then to ConocoPhillips Pipe Line Company (“Conoco”), and then to Crimson.
- Crimson seeks to renew the franchise for the existing pipeline for an additional 10 years.

- The 40-year franchise expired in January 2021, however Crimson continued to make annual payments to the City under the franchise terms and conditions.
- The payment amount fluctuates with the Consumer Price Index (“CPI”) for the Los Angeles region.
- Between 2020 and 2023 Crimson’s average annual payment was \$3,420.62.
- The pipeline is active and exclusively transports crude oil.

- The most significant changes made to the franchise terms and conditions from 1981 to today was adding language to further protect the City from liability and fixing the annual increase to 3.5%.
- The resolution of intent will be presented to the City Council on April 30, 2024.
- Once adopted, the uncoded ordinance will be presented to the City Council on May 21, 2024, as a Public Hearing item for introduction and consideration.
- If approved, the uncoded ordinance will be presented to the City Council on June 4, 2024, for adoption.

This item has a positive financial impact on the City. Payments made on City-granted franchises are placed in the General Fund.



QUESTIONS