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.

CITY OF OXNARD CALIFORNIA

AMENDED AGENDA
Consent Item K.6 - Staff report added

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

Meeting Location: Council Chambers, 305 West Third Street
July 16, 2024
Closed Session - 5:00 PM
Regular Meeting - 6:00 PM

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 876 9272 3556
3. Passcode: 769359

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/**.

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 3 p.m. on the day of the meeting by using the form available at **www.oxnard.org/citymeetings**.
   b. Submit an email to **cityclerk@oxnard.org** by 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
   c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

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

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

3. PROVIDE PUBLIC COMMENT REMOTELY DURING THE MEETING

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

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

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

A. ROLL CALL, POSTING OF AGENDA
THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449.

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

C. CLOSED SESSION (5:00 PM)

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (Government Code section 54956.9(d)(4))
Based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in two potential cases. Legislative Body: City Council.

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION ((Government Code section 54956.9(d)(1)).
Name of case: Consolidated Electrical Distributors Inc. v. JTEC Corporation, et al.
Ventura County Superior Court, Case No. 2023CLBC016758
Legislative Body: City Council

3. PUBLIC EMPLOYEE ANNUAL PERFORMANCE EVALUATION (Government Code section 54957)
Title: City Manager
Legislative Body: City Council

4. PUBLIC EMPLOYEE ANNUAL PERFORMANCE EVALUATION (Government Code section 54957)
Title: City Attorney
Legislative Body: City Council

D. OPENING CEREMONIES (6:00 PM)
Pledge of allegiance to the flag of the United States.

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of the 2024 Ventura County Fair Poster.

2. SUBJECT: Presentation of a Commendation to Climate First: Replacing Oil & Gas (CFROG) on the Occassion of Their 10th Anniversary.

3. SUBJECT: Presentation of the Oxnard Housing Authority Education Scholarship Program.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. Public Works Department

SUBJECT: Continuation of an Emergency Order for Replacement of the City's Data Center Cooling System. (10 minutes)

RECOMMENDATION: That the City Council review and approve the continuation of the City Manager's emergency order to dispense with public bidding requirements pursuant to Public Contract Code section 22050 for the replacement of the Data Center Cooling System.

(This item did not originate in Committee because it is a continuation of an item previously approved by the City Council on June 4, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/BB0h6ws5QaI

Legislative Body: City Council

Contact: Michael Wolfe, Robert Ruben, (805) 385-8055, (805)385-7554

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

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

I. REVIEW OF INFORMATION/CONSENT AGENDA

The members of the legislative body will consider whether to remove Information/Consent Agenda items

for discussion later during the meeting.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the June 27, 2024 regular meeting as presented.

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

2. Community Development Department

SUBJECT: Planning and Zoning Permit No. 22-300-03 (Final Map for Tentative Subdivision Map No. 6062) for the Santiago Industrial Suites Subdivision.

RECOMMENDATION: That the Oxnard City Council:

1. Accept Final Map No. 6062 (Planning and Zoning Permit No. 22-300-03) for the Santiago Industrial Suites Subdivision;
2. Receive and file a "Notice of Pending Approval" for Subdivision Map No. 6062 (Planning and Zoning Permit No. 22-300-03) by the Community Development Director including signature of "City Council's Certificate" on the title sheet.

Legislative Body: City Council

Contact: Jeff Pengilley, (805) 385-8208

3. Public Works Department

SUBJECT: Third Amendment to Agreement A-8136 with Enterprise Fleet Management.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Third Amendment to the Agreement with Enterprise Fleet Management, Inc. increasing the current agreement value by $8,518,000 for a total not to exceed amount of $15,313,000 and extend the term through April 18, 2026, utilizing the Sourcewell contract 030122-EFM for Fleet Management Services that includes vehicle leasing and maintenance management.

(Public Works and Transportation Committee approved 2-0 on June 25, 2024)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department

SUBJECT: Public Project Agreement 32400551 with West Star Environmental, Inc. for Oxnard Wastewater Treatment Plant Fuel Management System Replacement Project (Rebid), Specification No. PW 23-13R2.

RECOMMENDATION: That the City Council approve and authorize:

1. A total of $301,560 in Project funds for the Oxnard Wastewater Treatment Plant Fuel Management System Replacement Project (Rebid), Specification No. PW 23-13R2;
2. The Mayor to execute an Agreement with West Star Environmental, Inc. in the amount of

$251,300 with a Project contingency amount of $25,130 (10%) with West Star Environmental, Inc. for a total not to exceed value of $276,430 for the Project;

3. A Project allocation amount of $25,130 (10%) for engineering, inspection, and project management for the Project;
4. Adding Oxnard Wastewater Treatment Plant Fuel Management System Replacement Project to the City of Oxnard Five Year Capital Improvement Program; and
5. A new Fiscal Year 2024-25 project budget appropriation of $301,560 from the Wastewater Operating Fund (611) available fund balance as well as the corresponding Wastewater Capital Fund (612) transfer in / appropriation in the same amount.

(Public Works and Transportation Committee approved 2-0 on June 25, 2024.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

5. Police Department
SUBJECT: Response to Grand Jury Report on Ventura County Regional Radio System.
RECOMMENDATION: That the City Council authorize the Mayor to respond, on behalf of the City Council, to the Grand Jury's "Linking First Responders Ventura County Regional Radio System" report dated May 22. 2024.
Legislative Body: City Council
Contact: Jason Benites, (805) 385-7624

6. Police Department
SUBJECT: MOU with Ventura County for Regional Radio System.
RECOMMENDATION: That the City Council approve and authorize a Memorandum of Understanding between the City of Oxnard and the County of Ventura for Regional Radio System subscription fees for Fiscal Years 2024/2025, 2025/2026, and 2026/2027 at an annual cost of $170,302.00.
Legislative Body: City Council
Contact: Jason Benites, (805) 385-7624

7. Police Department
SUBJECT: MOU Agreement with Ventura County District Attorney's Office for Internet Crimes Against Children Investigations.
RECOMMENDATION: That the City Council approve and authorize the Mayor to sign a three-year agreement with the Ventura County District Attorney’s Office, with a total agreement amount not to exceed $494,544 for the collaborative partnership between the Police Department and Ventura County District Attorney’s Office for the detection, investigation, and prosecution of Internet Crimes Against Children (ICAC) cases.

Please click the following link to view the required Measure M pre-recorded presentation video:
Legislative Body: City Council
Contact: Jason Benites, (805) 385-7624

8. City Attorney Department
SUBJECT: Adoption of an Ordinance Prohibiting City Subsidy of Services Previously Funded by a Special District Under Specific Circumstances.
RECOMMENDATION: That the City Council adopt an ordinance titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING ARTICLE VIII TO CHAPTER 2 OF THE OXNARD CITY CODE TO PROHIBIT THE CITY FROM SUBSIDIZING SERVICES PREVIOUSLY FUNDED BY A COMMUNITY FACILITIES DISTRICT, LANDSCAPE MAINTENANCE DISTRICT OR WATERWAYS ASSESSMENT DISTRICT IF RESIDENTS OF THOSE SPECIAL DISTRICTS VOTE TO TERMINATE OR REDUCE SUCH FUNDING

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

L. PUBLIC HEARINGS

1. Community Development Department

SUBJECT: Subdivision of a 3.69-acre lot into nine lots to permit the individual sale of the proposed eight buildings on separate lots within a commonly owned parcel, located at 1750 Solar Drive (APN: 213-0-070-055). (15 minutes)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing;
2. Find the project to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15332 (In-fill Development); and,
3. Adopt a Resolution approving Planning and Zoning Permit No. 22-300-02 for a Tentative Subdivision Map (Tentative Tract Map No. 6078), subject to certain findings and conditions.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/jU9xFiX5p5s

Legislative Body: City Council

Contact: Jeff Pengilley, (805) 385-8208

M. REPORTS

1. City Attorney Department

SUBJECT: Introduction of Omnibus City Code Update. (10 minutes)

RECOMMENDATION: That the City Council introduce and waive further reading of an ordinance titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING VARIOUS SECTIONS OF THE OXNARD CITY CODE TO REGULATE ELECTION SIGNS, MODIFY SUBDIVISION MAP ACT SIGNATURE REQUIREMENTS, AMEND SHORT TERM RENTAL NOTICE REQUIREMENTS, AND STRENGTHEN RENT STABILIZATION AND JUST CAUSE EVICTION REGULATIONS

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/7mX8v71CAcc

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

2. Fire Department
SUBJECT: Oxnard EMS Corps Project Update and Staff Request. (10 minutes)
RECOMMENDATION: That the City Council:

1. Receive a report on the progress of the "Oxnard EMS Corps" Workforce Development Project.
2. Approve and Adopt a Resolution to Amend Resolution No. 15,800 Authorizing Full-Time Equivalent Positions Pursuant to Chapter 4 of the City Personnel Rules and Regulations to include an Administrative Services Coordinator Limited-Term Position to fill the Grant EMS Corps Educator Role and the reclassification of the Department's Community Paramedic Position to an EMS Specialist Senior, to perform grant administration activities and EMT program education.
3. Approve and Adopt a Resolution to Amend Resolution No. 15,801 Authorizing Classification and Salary Schedules Pursuant to Chapter 4 of the City Personnel Rules and Regulations to add and establish the EMS Specialist Senior classification salary schedule, and,
4. Authorize the City Manager or designee to approve budget appropriations for the use of State grant funding (Fund 210) upon award.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/iOX8DY6urw0
Legislative Body: City Council
Contact: Alexander Hamilton, (805) 385-7700

3. Public Works Department
SUBJECT: Five Year Capital Improvement Program for Fiscal Years 2025-2029. (20 minutes)
RECOMMENDATION: That the City Council receive and file the final Capital Improvement Program document, with incorporated changes per City Council direction from the June 4, 2024 City Council meeting

(The Public Works and Transportation Committee recommended the item to be forwarded to Council for discussion and review. The City Council approved this item, with modification, on June 4, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/Tmt8vLFQbcQ
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department
SUBJECT: Authorization to Accept a Federal Grant of $3.8M for the Kamala Neighborhood Water Cast Iron Replacement Capital Improvement Project. (10 minutes)
RECOMMENDATION: That the City Council:

1. Accept a federal grant from the U.S. House Transportation and Infrastructure Committee in the amount of $3,806,152 (with 20% local match) for the Kamala Neighborhood Water Cast

Iron Replacement Capital Improvement Project C2228; and

2. Authorize the City Manager to execute grant agreements; the Finance Director or designee to submit financial reports and grant claims and approve budget appropriations for the use of grant funds; and the Director of Public Works or designee to submit non-financial reports.

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

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/ZT-qDx9L-pw
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

5. Human Resources Department
SUBJECT: Resolution Certifying Exception to CalPERS 180 Day Wait Period for Employment of a Retired Annuitant. (10 minutes)
RECOMMENDATION: That City Council adopt a resolution certifying an exception to the CalPERS 180 day wait period for employment following retirement and appoint Jennie Kelly as Interim Assistant City Attorney.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/B0sEZKzLqcE
Legislative Body: City Council
Contact: Steve Naveau, (805) 385-7947

N. ADJOURNMENT

CITY COUNCIL AGENDA REPORT

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

DATE: July 16, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
Robert Ruben, Chief Information Officer, (805)385-7554, robert.ruben@oxnard.org

SUBJECT: Continuation of an Emergency Order for Replacement of the City's Data Center Cooling System. (10 minutes)

RECOMMENDATION

That the City Council review and approve the continuation of the City Manager's emergency order to dispense with public bidding requirements pursuant to Public Contract Code section 22050 for the replacement of the Data Center Cooling System.

(This item did not originate in Committee because it is a continuation of an item previously approved by the City Council on June 4, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video:
https://youtu.be/BB0h6ws5QaI

BACKGROUND

On June 4, 2024, the City Council ratified the City Manager's emergency order, per Oxnard City Code Section 4-20(B), to implement emergency procurement procedures pursuant to Public Contract Code section 22050 for the replacement of the City's Data Center Cooling System, which experienced a catastrophic failure. The emergency procedures allow for the replacement of City facilities when immediate action is required to preserve public facilities and procure the necessary equipment, services, and supplies without giving notice requesting bids for public contracts.

The emergency at issue was declared on May 23, 2024, by the City Manager, after reviewing information provided by the City's Chief Information Officer and a recommendation from the Public Works Director. The City Manager found there was substantial evidence that the failure of the cooling system in the City's Data Center created an emergency posing a significant risk to City property and essential city services. The City Manager took immediate action and ordered the implementation of emergency procurement procedures to purchase and install a new cooling system without utilizing the City's formal procurement and bidding procedures.

DISCUSSION

Pursuant to Public Contract Code 22050, the Emergency Order of the City Manager must be reviewed and approved by the City Council at each regularly scheduled meeting until the emergency is abated. To date, the situation with the cooling system in the City's Data Center has not progressed enough to declare the emergency over. Since the ratification of the emergency order at the June 4, 2024, Council meeting, the following actions have been taken or are anticipated to be completed before July 16, 2024, as of the drafting of this staff report:

1. Three specialized HVAC (Heating, Ventilation, Air-conditioning) contractors were contacted to provide estimates for the emergency replacement of the City Data Center cooling system;

2. Staff has conducted site visits with certain HVAC contractors to determine the scope of work required for a full replacement of the cooling system;
3. Received proposals from contractors; and
4. Selected a contractor to replace the cooling system
5. Finalized costs with the selected contractor

The next steps will be:

1. Finalize the agreement with the selected company (LDP Associates, Inc. and their subcontractors); and
2. Work with Facilities staff, Community Development staff, IT staff, and occupants of the building to coordinate the replacement work.

Staff will return to Council with another update or a recommendation to declare the emergency over as required by Code.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The current cost for this project is estimated to be $315,375, including the install agreement for $274,239, 10% contingency for $27,424, and 5% project allocation for any labor and other costs for $13,712. Additional work and/or purchases may be required to complete the project and therefore this current cost is only an estimate. This will be funded from the operating budget from available appropriations in the Information Technology Fund (7311804-53200 and 7311804-56040). A final project total will be provided to the City Council.

COMMITTEE OUTCOME

This item did not originate in Committee because it is a continuation of an item previously approved by the City Council on June 4, 2024.

Prepared by: Michael Wolfe, Public Works Director, Michelle McCarron, Assistant City Attorney

ATTACHMENTS

1. June 4, 2024 Staff Report
2. June 18, 2024 Staff Report
3. June 27, 2024 Staff Report
4. July 2, 2024 Staff Report
5. Presentation

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.5

DATE: June 4, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
Robert Ruben, Chief Information Officer, (805)385-7554, robert.ruben@oxnard.org

SUBJECT: Ratify Emergency Order for Replacement of the City's Data Center Cooling System. (10 minutes)

RECOMMENDATION

That the City Council review and ratify the following:

1. The City Manager's emergency order to dispense with public bidding requirements pursuant to Public Contract Code section 22050; and
2. Authorize the City Manager to enter into any contracts required to abate the emergency conditions necessitating the replacement of the City's Data Center Cooling System; and
3. Authorize the City Manager to enter into any contracts over his spending authority of $200,000.00 that may be required to abate the emergency.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/jehytTJB5nM

BACKGROUND

Oxnard City Code Section 4-20(B), authorizes the City Manager to implement emergency procurement procedures pursuant to Public Contract Code section 22050 for the replacement of City facilities when immediate action is required due to an emergency to preserve public facilities and procure the necessary equipment, services, and supplies without giving notice requesting bids for public contracts.

On May 23, 2024, after reviewing information provided by the City's Chief Information Officer and a recommendation from the Public Works Director, the City Manager found there was substantial evidence that the failure of a cooling system in the City's Data Center created an emergency posing a significant risk to City Property and essential city services. As such, the City Manager took immediate action and ordered the implementation of emergency procurement procedures to purchase and install a new cooling system without utilizing the City's formal procurement and bidding procedures.

DISCUSSION

The City of Oxnard Data Center (located at 300 W. 3rd Street) houses the majority the City's internal Information Technology (IT) networking infrastructure, including the networking and storage servers responsible for the City's Billing and Permitting Interactive Voice Response systems, all locally hosted database servers, the Geographic Information System (GIS) mapping system, environmental resources, Document Management System (AKA AppExtender), system backup servers, HTE, fleet systems, and more. Additionally, the City Data Center handles the Internet and external network access for the main city buildings, such as Public Works, Service Center, Water,

Wastewater, Environmental Resources, and City Hall. For reference, Internet and external network access are required for all Google products used by all City Staff including email, documents, shared city drives, the Tyler Munis Enterprise Resource Planning (ERP) system, NeoGov, and other cloud-based systems relied upon by the various City Divisions and Departments.

On or about February 6, 2024, the City Data Center's cooling system (approximately 13 years old) experienced a mechanical failure. The cause of the failure at that time was unknown. The IT Department initiated the standard repair procedure. IT contacted the City's Facilities Division ("Facilities") to assess the cooling system. Facilities implemented a short-term mitigation plan while the mechanical failure of the system was assessed, and the manufacturer and the City's on-call repair service provider was contacted to further assess and repair the system. The short-term mitigation plan implemented by Facilities is to run the main building air conditioner and use portable AC units inside the City's data center to keep it cool, and open the computer room doors from time to time to allow additional airflow.

On March 6, 2024, the on-call service provider informed Facilities and IT Dept. that the cooling system experienced a mechanical failure that could not be fixed or repaired. Additionally, the service provider stated that certain parts could not be replaced to revive the system, due in part to an obsolete design, worn-out components and numerous required replacement components. It is not feasible to repair the system. The service provider recommended a full replacement.

The short-term facilities mitigation plan will not be able to provide the necessary cooling required to safeguard the City's Data Center, networking, and server equipment on a long-term basis. This mitigation plan is very stopgap in nature, inefficient, and not recommended to maintain the network and server equipment at the appropriate temperature. It is meant as a short-term protocol for when repairs or maintenance are needed.

The City's Data Center services are at a risk of loss if there is a failure within the short-term mitigation plan, such as main building AC or portable units failing or being unable to adequately keep the Data Center cool. At a minimum, the impact of the failure to keep the Data Center cool would result in loss of access to all City systems (other than Public Safety) from within any City facility. Furthermore, the networking equipment may overheat causing physical damage and requiring additional costly replacements and extended network outages. These risks demand immediate action to reduce any further possibility of loss or failure.

The City's standard two-step procurement process requires a Request for Proposal (RFP) for a design consultant to configure and design the specifications and plans, followed by a Request for Bid (RFB) for the removal and replacement of the Data Center cooling system. This procurement process would take approximately 6 months at a minimum, in which the Data Center could be without an adequate and reliable cooling system. The risk to the City's Data Center will be exacerbated by the procurement process.

IT and Public Works have been working on the details for the purchase and installation of a new cooling system. Public Works has received a preliminary cost proposal to remove the four existing APC in-row chilled water Computer Room Air Conditioner (CRAC) units and the associated rooftop chiller units and replace them with new CRAC units and associated rooftop condenser units. This initial estimate included a long lead time to obtain the necessary equipment to replace the system. As such, staff is evaluating other options and vendors to obtain the necessary equipment and complete the project in an expeditious manner and at the lowest cost possible with the understanding that speed is imperative. Staff will provide recurring updates to Council on this matter, and will return to Council to ratify any necessary contracts for this emergency project.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

The current cost estimate to purchase and install a new cooling system is approximately $250,000.00. Additional work and/or purchases may be required to complete the project and therefore this current cost is only an estimate. This will be funded from available appropriations in the Information Technology Fund operating budget in Fiscal Year 2023-24 and/or from the Fiscal Year 2024-25 budget proposed for Council consideration. A final project total will be provided to the City Council.

For Finance Use Only: Information Technology Fund (Org. 7311804/ 1801 Obj. 53200 and 56040)

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Michael Wolfe, Public Works Director, Michelle McCarron, Assistant City Attorney

ATTACHMENTS

1. Presentation

CITY COUNCIL AGENDA REPORT

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

DATE: June 18, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
Robert Ruben, Chief Information Officer, (805)385-7554, robert.ruben@oxnard.org

SUBJECT: Continuation of an Emergency Order for Replacement of the City's Data Center Cooling System. (10 minutes)

RECOMMENDATION

That the City Council review and approve the continuation of the City Manager's emergency order to dispense with public bidding requirements pursuant to Public Contract Code section 22050 for the replacement of the Data Center Cooling System.

(This item did not originate in Committee because it is a continuation of an item previously approved by the City Council on June 4, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/Q89638XMkkY

BACKGROUND

On June 4, 2024, the City Council ratified the City Manager's emergency order, per Oxnard City Code Section 4-20(B), to implement emergency procurement procedures pursuant to Public Contract Code section 22050 for the replacement of the City's Data Center Cooling System, which experienced a catastrophic failure. The emergency procedures allow for the replacement of City facilities when immediate action is required to preserve public facilities and procure the necessary equipment, services, and supplies without giving notice requesting bids for public contracts.

The emergency at issue was declared on May 23, 2024, by the City Manager, after reviewing information provided by the City's Chief Information Officer and a recommendation from the Public Works Director. The City Manager found there was substantial evidence that the failure of the cooling system in the City's Data Center created an emergency posing a significant risk to City property and essential city services. The City Manager took immediate action and ordered the implementation of emergency procurement procedures to purchase and install a new cooling system without utilizing the City's formal procurement and bidding procedures.

DISCUSSION

Pursuant to Public Contract Code 22050, the Emergency Order of the City Manager must be reviewed and approved by the City Council at each regularly scheduled meeting until the emergency is abated. To date, the situation with the cooling system in the City's Data Center has not progressed enough to declare the emergency over. Since the ratification of the emergency order at the June 4, 2024 Council meeting, the following actions have been taken:

1. Three specialized HVAC (Heating, Ventilation, Air-conditioning) contractors have been contacted to provide estimates for the emergency replacement of the City Data Center cooling system.

2. Staff has conducted site visits with certain HVAC contractors to determine the scope of work required for a full replacement of the cooling system.

The next steps will be:

1. Obtain, review, and evaluate all contractor estimates;
2. Select a contractor to provide the required services; and
3. Work with Facilities staff, Community Development staff, IT staff, and occupants of the building to coordinate the replacement work.

Staff will return to Council with another update or a recommendation to declare the emergency over as required by Code.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The proposed recommendation does not have any financial impact. The current cost estimate to purchase and install a new cooling system is approximately $250,000.00. Additional work and/or purchases may be required to complete the project and therefore this current cost is only an estimate. This will be funded from the operating budget from available appropriations in the Information Technology Fund (7311804-53200 and 7311804-56040). A final project total will be provided to the City Council.

COMMITTEE OUTCOME

This item did not originate in Committee because it is a continuation of an item previously approved by the City Council on June 4, 2024.

Prepared by: Michael Wolfe, Public Works Director, Michelle McCarron, Assistant City Attorney

ATTACHMENTS

1. June 4, 2024 Staff Report
2. Presentation

CITY COUNCIL AGENDA REPORT

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

DATE: June 27, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
Robert Ruben, Chief Information Officer, (805)385-7554, robert.ruben@oxnard.org

SUBJECT: Continuation of an Emergency Order for Replacement of the City's Data Center Cooling System. (10 minutes)

RECOMMENDATION

That the City Council review and approve the continuation of the City Manager's emergency order to dispense with public bidding requirements pursuant to Public Contract Code section 22050 for the replacement of the Data Center Cooling System.

(This item did not originate in Committee because it is a continuation of an item previously approved by the City Council on June 4, 2024.)

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

BACKGROUND

On June 4, 2024, the City Council ratified the City Manager's emergency order, per Oxnard City Code Section 4-20(B), to implement emergency procurement procedures pursuant to Public Contract Code section 22050 for the replacement of the City's Data Center Cooling System, which experienced a catastrophic failure. The emergency procedures allow for the replacement of City facilities when immediate action is required to preserve public facilities and procure the necessary equipment, services, and supplies without giving notice requesting bids for public contracts.

The emergency at issue was declared on May 23, 2024, by the City Manager, after reviewing information provided by the City's Chief Information Officer and a recommendation from the Public Works Director. The City Manager found there was substantial evidence that the failure of the cooling system in the City's Data Center created an emergency posing a significant risk to City property and essential city services. The City Manager took immediate action and ordered the implementation of emergency procurement procedures to purchase and install a new cooling system without utilizing the City's formal procurement and bidding procedures.

DISCUSSION

Pursuant to Public Contract Code 22050, the Emergency Order of the City Manager must be reviewed and approved by the City Council at each regularly scheduled meeting until the emergency is abated. To date, the situation with the cooling system in the City's Data Center has not progressed enough to declare the emergency over. Since the ratification of the emergency order at the June 4, 2024 Council meeting, the following actions have been taken:

1. Three specialized HVAC (Heating, Ventilation, Air-conditioning) contractors have been contacted to provide estimates for the emergency replacement of the City Data Center cooling system;

2. Staff has conducted site visits with certain HVAC contractors to determine the scope of work required for a full replacement of the cooling system; and
3. Received two proposals from contractors

The next steps will be:

1. Obtain, review, and evaluate one more contractor estimate;
2. Select a contractor to provide the required services; and
3. Work with Facilities staff, Community Development staff, IT staff, and occupants of the building to coordinate the replacement work.

Staff will return to Council with another update or a recommendation to declare the emergency over as required by Code.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The proposed recommendation does not have any financial impact. The current cost estimate to purchase and install a new cooling system is approximately $250,000. Additional work and/or purchases may be required to complete the project and therefore this current cost is only an estimate. This will be funded from the operating budget from available appropriations in the Information Technology Fund (7311804-53200 and 7311804-56040). A final project total will be provided to the City Council.

COMMITTEE OUTCOME

This item did not originate in Committee because it is a continuation of an item previously approved by the City Council on June 4, 2024.

Prepared by: Michael Wolfe, Public Works Director, Michelle McCarron, Assistant City Attorney

ATTACHMENTS

1. June 4, 2024 Staff Report
2. June 18, 2024 Staff Report
3. Presentation

CITY COUNCIL AGENDA REPORT

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

DATE: July 2, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
Robert Ruben, Chief Information Officer, (805)385-7554, robert.ruben@oxnard.org

SUBJECT: Continuation of an Emergency Order for Replacement of the City's Data Center Cooling System. (10 minutes)

RECOMMENDATION

That the City Council review and approve the continuation of the City Manager's emergency order to dispense with public bidding requirements pursuant to Public Contract Code section 22050 for the replacement of the Data Center Cooling System.

(This item did not originate in Committee because it is a continuation of an item previously approved by the City Council on June 4, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/-jQaUAa9It0

BACKGROUND

On June 4, 2024, the City Council ratified the City Manager's emergency order, per Oxnard City Code Section 4-20(B), to implement emergency procurement procedures pursuant to Public Contract Code section 22050 for the replacement of the City's Data Center Cooling System, which experienced a catastrophic failure. The emergency procedures allow for the replacement of City facilities when immediate action is required to preserve public facilities and procure the necessary equipment, services, and supplies without giving notice requesting bids for public contracts.

The emergency at issue was declared on May 23, 2024, by the City Manager, after reviewing information provided by the City's Chief Information Officer and a recommendation from the Public Works Director. The City Manager found there was substantial evidence that the failure of the cooling system in the City's Data Center created an emergency posing a significant risk to City property and essential city services. The City Manager took immediate action and ordered the implementation of emergency procurement procedures to purchase and install a new cooling system without utilizing the City's formal procurement and bidding procedures.

DISCUSSION

Pursuant to Public Contract Code 22050, the Emergency Order of the City Manager must be reviewed and approved by the City Council at each regularly scheduled meeting until the emergency is abated. To date, the situation with the cooling system in the City's Data Center has not progressed enough to declare the emergency over. Since the ratification of the emergency order at the June 4, 2024, Council meeting, the following actions have been taken or are anticipated to be completed before July 2, 2024, as of the drafting of this staff report:

1. Three specialized HVAC (Heating, Ventilation, Air-conditioning) contractors have been contacted to provide estimates for the emergency replacement of the City Data Center cooling system;

2. Staff has conducted site visits with certain HVAC contractors to determine the scope of work required for a full replacement of the cooling system;
3. Received proposals from contractors; and
4. Select a contractor

The next steps will be:

1. Finalize an agreement with costs with the selected contractor; and
2. Work with Facilities staff, Community Development staff, IT staff, and occupants of the building to coordinate the replacement work.

Staff will return to Council with another update or a recommendation to declare the emergency over as required by Code.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The proposed recommendation does not have any financial impact. The current cost estimate to purchase and install a new cooling system is approximately $250,000. Additional work and/or purchases may be required to complete the project and therefore this current cost is only an estimate. This will be funded from the operating budget from available appropriations in the Information Technology Fund (7311804-53200 and 7311804-56040). A final project total will be provided to the City Council.

COMMITTEE OUTCOME

This item did not originate in Committee because it is a continuation of an item previously approved by the City Council on June 4, 2024.

Prepared by: Michael Wolfe, Public Works Director, Michelle McCarron, Assistant City Attorney

ATTACHMENTS

1. June 4, 2024 Staff Report
2. June 18, 2024 Staff Report
3. June 27, 2024 Staff Report
4. Presentation

Continuation of an Emergency Order for Replacement of the City's Data Center Cooling System

City Council
July 16, 2024

Michael L. Wolfe, Director of Public Works
Rob Ruben, Chief Information Officer

CITY OF OXNARD CALIFORNIA

Recommendation

That the City Council review and approve the continuation of the City Manager's emergency order to dispense with public bidding requirements pursuant to Public Contract Code section 22050 for the replacement of the Data Center Cooling System.

BACKGROUND

On June 4, 2024, the City Council ratified the City Manager's emergency order, per Oxnard City Code Section 4-20(B), to implement emergency procurement procedures pursuant to Public Contract Code section 22050 for the replacement of the City's Data Center Cooling System, which experienced a catastrophic failure.

The emergency procedures allow for the replacement of City facilities when immediate action is required to preserve public facilities and procure the necessary equipment, services, and supplies without giving notice requesting bids for public contracts.

BACKGROUND

The emergency at issue was declared on May 23, 2024, by the City Manager, after reviewing information provided by the City's Chief Information Officer and a recommendation from the Public Works Director.

The City Manager found there was substantial evidence that the failure of the cooling system in the City's Data Center created an emergency posing a significant risk to City property and essential city services.

The City Manager took immediate action and ordered the implementation of emergency procurement procedures to purchase and install a new cooling system without utilizing the City's formal procurement and bidding procedures.

DISCUSSION

Pursuant to Public Contract Code 22050, the Emergency Order of the City Manager must be reviewed and approved by the City Council at each regularly scheduled meeting until the emergency is abated. To date, the situation with the cooling system in the City's Data Center has not progressed enough to declare the emergency over. Since the ratification of the emergency order at the June 4, 2024, Council meeting, the following actions have been taken or are anticipated to be completed before July 16, 2024, as of the drafting of this staff report:

1. Three specialized HVAC (Heating, Ventilation, Air-conditioning) contractors were contacted to provide estimates for the emergency replacement of the City Data Center cooling system;
2. Staff has conducted site visits with certain HVAC contractors to determine the scope of work required for a full replacement of the cooling system;
3. Received proposals from contractors; and
4. Selected a contractor to replace the cooling system
5. Finalized costs with the selected contractor

DISCUSSION

The next steps will be:

1. Finalize the agreement with the selected company (LDP Associates, Inc. and their subcontractors); and
2. Work with Facilities staff, Community Development staff, IT staff, and occupants of the building to coordinate the replacement work.

Staff will return to Council with another update or a recommendation to declare the emergency over as required by Code.

FINANCIAL IMPACT

- Proposed recommendation does not have any financial impact

- Current cost for this project is estimated to be $315,375, including the install agreement for $274,239, 10% contingency for $27,424, and 5% project allocation for any labor and other costs for $13,712. Additional work and/or purchases may be required to complete the project and therefore this current cost is only an estimate.

- This will be funded from the operating budget from available appropriations in the Information Technology Fund (7311804-53200 and 7311804-56040)

- A final project total will be provided to the City Council.

CITY OF
OXNARD
CALIFORNIA

QUESTIONS?

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.1

DATE: July 16, 2024

TO: City Council

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

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the June 18, 2024 regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 06 18 2024 CC Regular Meeting

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
June 18, 2024

A. ROLL CALL, POSTING OF AGENDA

At 5:00 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council, in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Oscar Madrigal, Bert E. Perello, Arthur Valenzuela, Mayor Pro Tem Bryan A. MacDonald, and Mayor John C. Zaragoza were present in person. Councilmember Gabriel (Gabe) Teran participated virtually.

Councilmember Basua joined the meeting at 6:02 p.m.

Housing Authority Commissioner Jose Andrade and Commissioner Francisco Vega were absent.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council and Oxnard Housing Authority.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449.

B. OPENING CEREMONIES (6:00 PM)

Mayor Zaragoza led the pledge of allegiance.

C. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Aaron Starr (amended agenda, city ballot measure added), Ray Blattel (citations for fireworks), John Barrick, Ventura County Tax Payers Association (wages for street sweepers).

D. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

1. Public Works Department

SUBJECT: Continuation of an Emergency Order for Replacement of the City's Data Center Cooling System.

RECOMMENDATION: That the City Council review and approve the continuation of the City Manager's emergency order to dispense with public bidding requirements pursuant to Public Contract Code section 22050 for the replacement of the Data Center Cooling System.

DRAFT

(This item did not originate in Committee because it is a continuation of an item previously approved by the City Council on June 4, 2024.)

Michael Wolfe, Public Works Director was available to answer questions. No public comments were received.

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

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

The members of the Council provided brief announcements regarding their various activities. Councilmember Perello asked that a discussion about illegal events be placed for discussion at a future Council meeting.

1. City Clerk Department
   SUBJECT: Appointment of Member to Serve on the City's Parks, Recreation and Community Services Commission.
   RECOMMENDATION: That the Mayor, with the approval of the City Council, appoint Joe Garcia to the Parks, Recreation, Community Services Commission representing District 3.

No public comments were received.

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

F. REVIEW OF INFORMATION/CONSENT AGENDA

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

G. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA (None received.)

H. INFORMATION/CONSENT AGENDA

1. City Clerk Department
   SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the City Council approve the minutes of the May 21, 2024

regular meeting as presented.

2. City Clerk Department
SUBJECT: Adoption of Resolutions Calling 2024 General Municipal Election.
RECOMMENDATION: That the City Council:

1. Adopt **Resolution No. 15,786** calling and giving notice of a municipal general election to be held on November 5, 2024, for the election of certain officers; consenting to and requesting election consolidation with the County of Ventura; requesting the County Clerk to render services and supplies; and authorizing the Board of Supervisors to canvass the returns; and
2. Adopt **Resolution No. 15,787** establishing rules governing the submission by candidates of Candidate Statements to be printed in the Voter Information Guide at an election to be held on November 5, 2024.

3. Human Resources Department
SUBJECT: Additional Appropriation for Liability and Property Damage Fund - Fiscal Year 2023-24.
RECOMMENDATION: That City Council approve an additional appropriation in the amount of $2 million to the Public Liability and Property Damage Fund in Fiscal Year 2023-24.

4. Community Development Department
SUBJECT: Planning and Zoning Permit (PZ) No. 22-300-04 (Final Map) for Casa Aliento Subdivision.
RECOMMENDATION: That the Oxnard City Council:

1. Accept Final Map 22-300-04 for the Casa Aliento Subdivision; and
2. Receive and file a “Notice of Pending Approval” for Parcel Map 22-300-04 by the Community Development Director including signature of “City Council’s Certificate” on the title sheet.
3. Authorize the City Clerk to sign the “Abandonment Certificate” for the vacation of roadway and utility easements.

5. Public Works Department
SUBJECT: Adoption of **Ordinance No. 3046** Granting the Renewal of the Crimson California Pipeline, L.P. Franchise Agreement to Operate and Maintain a Petroleum Pipeline.
RECOMMENDATION: That the City Council:

1. Adopt **Ordinance No. 3046** entitled "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" ; and

2. Find that this ordinance is exempt from CEQA pursuant to title 14 California Code of Regulations section 15301(b).

(This item did not originate in Committee because it is a continuation of an item previously approved by the City Council on May 21, 2024.)

6. Police Department
SUBJECT: Ventura County Animal Services Agreement FY 2024-25.
RECOMMENDATION: That the City Council approve and authorize the Mayor to sign a Service Level Request in the amount of $2,647,277 for FY 24-25 for the fifth year of a five-year agreement (A-8151) with the County of Ventura to provide animal safety services.

7. Housing Department
SUBJECT: Investment Policy and Guidelines Housing Authority of the City of Oxnard.
RECOMMENDATION: That the City Council recommends that the Board of Commissioners of the Housing Authority of the City of Oxnard approve **Resolution H.A. No.1343** adopting an investment policy and portfolio guidelines for the Housing Authority of the City of Oxnard for FY 2024-2025.

(The Finance and Governance Committee approved 3-0 on May 28, 2024.)

8. Housing Department
SUBJECT: Housing Authority Low Rent Public Housing and Housing Choice Voucher Program Section 8 Budgets for Fiscal Year 2024-2025.
RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard:

1. Adopt **Resolution H.A. No.1344** approving the recommended $8,042,472 operating budget for the Low Rent Public Housing Program for Fiscal Year 2024-2025, as presented for each project area, and approve and authorize the use of $693,999 of unrestricted cash to fund the projected deficit.

2. Adopt **Resolution H.A. No.1345** approving the recommended $34,177,979 operating budget for the Housing Choice Voucher Program Section 8 for Fiscal Year 2024-2025, and approve and authorize the use of $436,417 of unrestricted cash to fund the projected deficit.

(The Finance and Governance Committee approved 3-0 on May 28, 2024.)

Consent Items H.1 – H.6
It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 7-0.

Consent Item H.7 – H.8 (City Council and Oxnard Housing Authority)
It was moved by Commissioner MacDonald, seconded by Commissioner Perello, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 7-0. Housing Authority Commissioners Andrade and Vega were absent.

I. PUBLIC HEARINGS

1. Public Works Department
SUBJECT: Fiscal Year (FY) 2024-25 **Resolution No. 15,788** to Levy Assessments in the Waterways Maintenance District.
RECOMMENDATION: That the City Council acting as the legislative body for the Waterways Maintenance District:

1. Hold a public hearing regarding proposed assessments for the Waterways Maintenance District for Fiscal Year 2024-25, and
2. Adopt **Resolution No. 15,788** to levy the special assessment on property within the Waterways Maintenance District for Fiscal Year 2024-25.

(Finance and Governance Committee approved 3-0 on May 28, 2024.)

The City Clerk announced the affidavit of publication and stated that no written communications were received.

Anthony Miller, Interim Special Districts Manager was available to answer questions.

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

Without objection, the Council approved closing the public testimony portion of the public hearing.

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

2. Public Works Department
SUBJECT: Adoption of Resolution Confirming FY 2024-25 Landscape Maintenance Districts Diagrams and Assessments.

RECOMMENDATION: That City Council, acting as the legislative body for the City's Landscape Maintenance Districts (LMDs):

1. Hold a public hearing to receive public testimony regarding the proposed Fiscal Year 2024-25 assessments in the City's LMDs; and
2. Adopt "**Resolution No. 15,789** of the City Council of the City of Oxnard, California, Confirming Diagrams and Assessments for Fiscal Year 2024-25 in Connection with the City's Landscape Maintenance Districts."

(This item did not originate in Committee because it is a continuation of an item previously approved by the City Council on June 4, 2024.)

The City Clerk announced the affidavit of publication and stated that no written communications were received.

Anthony Miller, Interim Special Districts Manager was available to answer questions.

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

Without objection, the Council approved closing the public testimony portion of the public hearing.

It was moved by Councilmember Basua, seconded by Councilmember Valenzuela, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Teran, and Valenzuela voted in favor; motion passed 5-0-2. Mayor Zaragoza recused due to owning property in LMD 3 and Councilmember Perello recused due to owning property in LMD 13.

J. REPORTS

1. Finance Department
SUBJECT: Public Safety Property Tax Assessment FY 2024-25.
RECOMMENDATION: That the City Council adopt **Resolution No. 15,790** establishing the FY 2024-25 tax rates on property in the City of Oxnard for the payment of voter-approved obligations related to public safety personnel pension expenses.

(The Finance and Governance Committee approved 3-0 on May 14, 2024.)

Javier Chagoyen-Lazaro, Chief Financial Officer was available to answer questions. No public comments were received.

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

2. Public Works Department
SUBJECT: Fiscal Year (FY) 2024-25 Special Tax Levy for Community Facility Districts Numbers 1, 2, 3, 4, 5, 8, 9 and 2000-3.
RECOMMENDATION: That the City Council acting as the legislative body for Community Facilities Districts (CFD) No. 1, 2, 3, 4, 5, 8, 9 and 2000-3:

1. Adopt **Resolution No. 15,791** setting a special tax rate within CFD No. 1 (Westport at Mandalay Bay) for Fiscal Year 2024-25;
2. Adopt **Resolution No. 15,792** setting a special tax rate within CFD No. 2 (Westport at Mandalay Bay) for Fiscal Year 2024-25;
3. Adopt **Resolution No. 15,793** setting a special tax rate within CFD No. 3 (Seabridge at Mandalay Bay) for Fiscal Year 2024-25;
4. Adopt **Resolution No. 15,794** setting a special tax rate within CFD No. 4 (Seabridge at Mandalay Bay) for Fiscal Year 2024-25;
5. Adopt **Resolution No. 15,795** setting a special tax rate within CFD No. 5 (Riverpark) for Fiscal Year 2024-25;
6. Adopt **Resolution No. 15,796** setting a special tax rate within CFD No. 8 (Sakioka Farms Business Park) for Fiscal Year 2024-25;
7. Adopt **Resolution No. 15,797** setting a special tax rate within CFD No. 9 (North Shore at Mandalay Bay) for Fiscal Year 2024-25;
8. Adopt **Resolution No. 15,798** setting a special tax rate within CFD No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) for Fiscal Year 2024-25; and
9. Authorize the Public Works Director, or designee, to execute an agreement for Billing of Direct Assessments with the Ventura County Auditor-Controller to provide the service of placement of direct assessments on the Ventura County Secured Tax Roll.

(Finance and Governance Committee approved 3-0 on May 28, 2024.)

Anthony Miller, Interim Special Districts Manager was available to answer questions. No public comments were received.

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

3. Cultural & Community Services Department
SUBJECT: Ventura County Area Agency on Aging Senior Nutrition Program.
RECOMMENDATION: That the City Council authorize the City Manager to enter into a contract in an amount not to exceed $290,100 with the County of Ventura for the administration of the Senior Nutrition Program.

Terrel Harrison, Cultural & Community Services Director was available to answer questions. No public comments were received.

It was moved by Mayor Zaragoza, seconded by Councilmember Basua, to approve the recommended action. VOTE: Basua, MacDonald, Madrigal, Perello, Valenzuela, and Zaragoza voted in favor; motion passed 6-0-1. Councilmember Teran recused due to having a professional business contract with the County of Ventura.

4. Finance Department
SUBJECT: Adoption of Fiscal Year 2024-2025 Proposed Budget.
RECOMMENDATION: 1. That the City Council adopt the following resolutions:

a. **Resolution No. 15,799** of the City Council of the City of Oxnard Approving the City Operating and Capital Improvement Budget for Fiscal Year 2024-25; and
b. **Resolution No. 15,800** of the City Council of the City of Oxnard Authorizing Full-Time Equivalent Positions in the City Service Effective July 1, 2024, in accordance with the Operating Budget for the Fiscal Year 2024-25; and
c. **Resolution No. 15,801** of the City Council of the City of Oxnard Authorizing Classification and Salary Schedules and Approving the Attached Classification and Salary Schedule; and
d. **Resolution No. 15,802** of the City Council of the City of Oxnard Establishing Financial Management Policies; and
e. **Resolution No. 15,803** of the City Council of the City of Oxnard Establishing an Appropriation Limit for the Fiscal Year 2024-25; and
f. **Resolution No. 15,804** of the City Council of the City of Oxnard Adopting a Master Fee Schedule; and

2. That the Housing Board of Commissioners Adopt **Resolution H.A. No.1346** Approving the Housing Authority's Operating Budget for the Fiscal Year 2024-25.

Javier Chagoyen-Lazaro, Chief Financial Officer answered questions. No public comments were received.

It was moved by Mayor Zaragoza, seconded by Mayor Pro Tem MacDonald, to approve the recommended action. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 7-0. Housing Authority Commissioners Andrade and Vega were absent.

5. Finance Department
SUBJECT: Annual Delegation of Investment Authority.
RECOMMENDATION: That the City Council adopt a resolution delegating investment authority to the City Treasurer for FY 2024-25.

(The Finance and Governance Committee approved 2-0 on May 14, 2024.)

This item was pulled from the agenda, no action was taken.

6. Public Works Department
SUBJECT: Agreement 32500017 with GreenCoast Landscapes Inc. for Landscaping Services at Various City Locations.
RECOMMENDATION: That the City Council:

1. Authorize the Mayor to execute an Agreement with GreenCoast Landscapes Inc. in the amount not to exceed $1,200,000 for an initial one-year term from July 1, 2024, to June 30, 2025, with the option to extend for four (4) consecutive one (1) year option terms, that shall not exceed a total of five (5) years for a final term ending June 30, 2029, for landscape maintenance services at various City locations.

(Public Works and Transportation Committee approved 3-0 on May 28, 2024.)

Timothy Beaman, Interim Assistant Public Works Director was available to answer questions. No public comments were received.

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

7. Public Works Department
SUBJECT: Second Amendment to Agreement A-8368 with Toter, LLC for the Purchase of Residential Curbside Collection Carts and Parts.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Second Amendment to Agreement No. A-8368 with Toter, LLC in the amount of $560,000 for a new total not to exceed $2,085,000 for the replenishment of curbside carts and parts.

(Public Works and Transportation Committee approved 3-0 on May 28, 2024.)

Eric Zetz, Maintenance and Operations Manager was available to answer questions. No public comments were received.

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

8. Public Works Department
SUBJECT: Agreement 32500013 with Conico Toro, Inc. dba MacValley Oil Company for Purchase and Delivery of Bulk Lubricants and Antifreeze.
RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute Agreement 32500013 with Conico Toro, Inc dba MacValley Oil Company in the amount not to exceed $1,540,000 for

an initial one-year term from July 1, 2024 to June 30, 2025, with the option for four (4) consecutive one (1) year period extensions, that shall not exceed a total of five (5) years; for a final term ending June 30, 2029, for the purchase and delivery of lubricants and antifreeze to various City locations.

(Public Works and Transportation Committee approved 3-0 on May 28, 2024.)

Jose Arreola, Fleet Services Manager was available to answer questions. No public comments were received.

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

9. City Attorney Department
SUBJECT: 9212 Report Regarding the following initiative measures: "Repeal of Community Facilities No. 5 (RiverPark) Special Taxes," "Reduction of the Maximum Special Taxes That Can Be Imposed Within Community Facilities District No. 5 (RiverPark)," and "Limitations on Uses of Special Taxes for Community Facilities District No. 5 (RiverPark)."
RECOMMENDATION: That the City Council receive an Election Code Section 9212 report prepared by Russ Branson regarding the following initiatives certified by the City Clerk as sufficient: "Repeal of Community Facilities No. 5 (RiverPark) Special Taxes," "Reduction of the Maximum Special Taxes That Can Be Imposed Within Community Facilities District No. 5 (RiverPark)," and "Limitations on Uses of Special Taxes for Community Facilities District No. 5 (RiverPark)."

Ken Rozell, Chief Assistant City Attorney; Steve Howlett, Assistant Public Works Director; and Russ Branson, Consultant presented and answered questions. Public comments were received from Debbie Mitchell, Mr. Hernandez, Manuel Herrera, and Aaron Starr. Report was received and filed.

10. City Attorney Department
SUBJECT: City-Sponsored Community Facilities District No. 5 (RiverPark) No Tax Increase, Public Safety, Neighborhood Services Measure.
RECOMMENDATION: That the City Council, acting as the legislative body of Community Facilities District No. 5 (RiverPark) of the City of Oxnard, call the election for a ballot measure titled “City-Sponsored Community Facilities District No. 5 (RiverPark) No Tax Increase, Public Safety, Neighborhood Services Measure" by adopting **Resolution No. 15,805**, which would order consolidation with the November 5, 2024 statewide election, request the County Clerk to conduct the election, and authorize the Board of Supervisors to canvass the returns.

Ken Rozell, Chief Assistant City Attorney presented and answered questions. Public comments were received from Ann Walsh, Manuel Herrera, Debbie Mitchell, Aaron Starr, Rob Rhody, and

Alicia Percell.

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

11. City Attorney Department

SUBJECT: Calling the Election for Certified Initiative Measures titled:
1. "Repeal of Community Facilities No. 5 (RiverPark) Special Taxes;"
2. "Reduction of the Maximum Special Taxes That Can Be Imposed Within Community Facilities District No. 5 (RiverPark);" and
3. "Limitations on Uses of Special Taxes for Community Facilities District No. 5 (RiverPark)."

RECOMMENDATION: That the City Council, acting as the legislative body of Community Facilities District No. 5 (RiverPark) of the City of Oxnard, call the election for certified initiative measures titled:

1. **Resolution No. 15,806** "Repeal of Community Facilities No. 5 (RiverPark) Special Taxes;"
2. **Resolution No. 15,807** "Reduction of the Maximum Special Taxes That Can Be Imposed Within Community Facilities District No. 5 (RiverPark);" and
3. **Resolution No. 15,808** "Limitations on Uses of Special Taxes for Community Facilities District No. 5 (RiverPark)"

by adopting three resolutions **(Resolutions No. 15,806, 15,807, and 15,808)** which would order consolidation with the November 5, 2024 statewide election, request the County Clerk to conduct the election, and authorize the Board of Supervisors to canvass the returns.

Ken Rozell, Chief Assistant City Attorney answered questions. Public comments were received from Rob Rhody. Written comments were received.

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

K. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 9:15 p.m.

ROSE CHAPARRO	JOHN C. ZARAGOZA
City Clerk	Mayor

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.2

DATE: July 16, 2024

TO: City Council

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

SUBJECT: Planning and Zoning Permit No. 22-300-03 (Final Map for Tentative Subdivision Map No. 6062) for the Santiago Industrial Suites Subdivision.

RECOMMENDATION

That the Oxnard City Council:

1. Accept Final Map No. 6062 (Planning and Zoning Permit No. 22-300-03) for the Santiago Industrial Suites Subdivision;
2. Receive and file a "Notice of Pending Approval" for Subdivision Map No. 6062 (Planning and Zoning Permit No. 22-300-03) by the Community Development Director including signature of "City Council's Certificate" on the title sheet.

BACKGROUND

On January 2, 2024, the City Council approved Tentative Subdivision Map No. 6062 (Planning and Zoning Permit No. 22-300-03) located at 1400 Graves Avenue and 2301 Santiago Court. Tentative Subdivision Map No. 6062 included the subdivision of a parcel developed with two industrial buildings containing 12 tenant spaces each into 25 lots for condominium purposes.

DISCUSSION

The Final Map (Attachment 1) involves subdividing the 4.16-acre developed property. This Tentative Subdivision Map will subdivide the property to create one lot for common area (containing parking, driveways, landscaping and pedestrian pathways) and 24 lots matching the tenant spaces within the existing buildings to create industrial condominiums. This subdivision will create the ability for each tenant space within each of the industrial buildings to be sold, while creating a common lot and a mechanism for maintenance of common areas (Attachment 2). Filed by Garry Collett, California Commercial Investment Companies, 4530 East Thousand Oaks Boulevard, Suite 100, Westlake Village, California 91362.

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

The City Engineer/Surveyor has reviewed the Final Map and issued their approval by providing the Verification of Status form indicating that the Final Map, as currently prepared, will be in compliance with the State Subdivision Map Act and Oxnard City Code requirements, and will conform to the previously approved Tentative Subdivision Map No. 6062 (Attachment 3).

ENVIRONMENTAL IMPACT

The City Council previously found the Tentative Subdivision Map Categorically Exempt from the State of California Environmental Quality Act (CEQA) Guidelines in accordance with Section 15301(k) (Class 1, Existing Facilities). The acceptance of a Final Map consistent with a Tentative Map, and implementing conditions of approval is Statutorily Exempt from the CEQA Guidelines in accordance with Section 15268 (Ministerial Projects).

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

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

COMMITTEE OUTCOME

This Map originated from a City Council public hearing on January 2, 2024, approving Tentative Subdivision Map No. 6062 (Planning and Zoning Permit No. 22-300-03) and the recommended actions are consistent with that action; therefore, this item did not originate in Committee.

Prepared by: Jay Dobrowalski, Planning Supervisor

ATTACHMENTS

1. Final Subdivision Map No. 6062 (Planning and Zoning Permit No. 22-300-03)
2. Notice of Pending Approval - Final Map No. 6062 (Planning and Zoning Permit No. 22-300-03)
3. Verification of Status Form

OWNER'S STATEMENT:

THE UNDERSIGNED HEREBY STATES THAT THEY ARE THE OWNERS OF, RECORD HOLDERS OF SECURITY INSTERESTS THEREIN, OR HAVE A RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION AND CONDOMINIUM PROJECT ENTITLED TRACT NO. 6062, SHOWN ON THIS MAP WITHIN THE EXTERIOR BOUNDARY LINE, THAT THEY ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS TITLE TO SAID REAL PROPERTY, THAT THEY CONSENT TO THE MAKING AND RECORDATION OF SAID MAP AND SUBDIVISION FOR CONDOMINIUM PURPOSES, THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF OXNARD ALL WATER RIGHTS AND THE RIGHT TO DEVELOP ALL WATER FOUND FROM UNDER SAID REAL PROPERTY WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY AND THEY DO HEREBY OFFER AN EASEMENT TO THE CITY OF OXNARD FOR SIDEWALK PURPOSES THAT PORTION OF LOT 1 AS SHOWN ON THIS TRACT MAP.

SANTIAGO INVESTMENTS OZ, LP, A CALIFORNIA LIMITED PARTNERSHIP
BY: GL DEVELOPMENT, LLC, A NEVADA LIMITED PARTNERSHIP, ITS GENERAL PARTNER
BY: CALIFORNIA COMMERCIAL MULTI-FAMILY INC., A NEVADA CORPORATION, ITS MANAGING MEMBER

BY: _____
NAME: GARY COLLETT
TITLE: PRESIDENT

BENEFICIARY:

BANK OF SOUTHERN CALIFORNIA N.A., A NATIONAL BANKING ASSOCIATION, BENEFICARY UNDER A DEED OF TRUST RECORDED JUNE 16, 2023 AS INSTRUMENT NO. 2023000041366 OF OFFICIAL RECORDS.

BY: _____
NAME: JONATHAN PEREZ
TITLE: SENIOR VICE PRESIDENT

NOTARY ACKNOWLEDGEMENT:

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

STATE OF California)
COUNTY OF Ventura)

ON 4-12-2024, BEFORE ME, Janna Lyn Chambers, notary public, PERSONALLY APPEARED GARY COLLETT, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL.

JANNA LYN CHAMBERS
Notary Public - California
Ventura County
Commission # 2339733
My Comm. Expires Dec 9, 2024

SIGNATURE: _____
NOTARY PUBLIC IN AND FOR SAID STATE

MY PRINCIPAL PLACE OF BUSINESS IS IN Ventura COUNTY

Janna Lyn Chambers
NAME PRINTED

MY COMMISSION EXPIRES Dec 9 2024
COMMISSION NUMBER 2339733

NOTARY ACKNOWLEDGEMENT:

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

STATE OF California)
COUNTY OF Los Angeles)

ON April 16, 2024, BEFORE ME, Ashley A. Duran, Notary Public, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS/HER/THEIR SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL.

ASHLEY A. DURAN
Comm. #2386420-MT. PINAT
Notary Public
SEAL OF THE
CALIFORNIA
Los Angeles County
My Comm. Exp. Jan 8, 2026

SIGNATURE: _____
NOTARY PUBLIC IN AND FOR SAID STATE

MY PRINCIPAL PLACE OF BUSINESS IS IN Los Angeles COUNTY

Ashley A. Duran
NAME PRINTED

MY COMMISSION EXPIRES Jan 8, 2026
COMMISSION NUMBER 2386420

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION ACT AND LOCAL ORDINANCE AT THE REQUEST OF SANTIAGO INVESTMENTS OZ, LP ON SEPTEMBER 2023. I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED TENTATIVE MAP.

04-11-2024
PETER T. GRAY, P.L.S. NO. 9435 DATE
EXPIRATION DATE: 03-31-2025

PROFESSIONAL LAND SURVEYOR
PETER T. GRAY
No. 9735
Exp. 3/31/25
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP ENTITLED TRACT NO. 6062, THAT THE SUBDIVISION IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND LOCAL SUBDIVISION ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

5-7-24
JEFF R. PENGILLEY, R.C.E. NO. 59672 DATE
CITY ENGINEER OF THE CITY OF OXNARD

REGISTERED PROFESSIONAL ENGINEER
JEFF R. PENGILLEY
C 59872
EXP. 12/31/25
CIVIL
STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP ENTITLED TRACT NO. 6062, AND THAT I AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

4/25/2024
JAMES P. FALLON, P.L.S. NO. 7807 DATE
ACTING CITY SURVEYOR OF THE CITY OF OXNARD

PROFESSIONAL LAND SURVEYOR
JAMES P. FALLON
NO 7807
STATE of CALIFORNIA

CITY COUNCIL'S CERTIFICATE:

THIS MAP ENTITLED TRACT NO. 6062, CONSISTING OF 3 SHEETS, HAS BEEN PRESENTED TO THE CITY COUNCIL OF THE CITY OF OXNARD OF VENTURA COUNTY, CALIFORNIA FOR APPROVAL, PURSUANT TO THE CITY COUNCIL'S DELEGATION AUTHORITY ADOPTED NOVEMBER 15, 2016 PURSUANT TO ORDINANCE NO. 2910, THE COMMUNITY DEVELOPMENT DIRECTOR HEREBY APPROVES THE MAP ON THE _____ DAY OF _____, 202__, AND DO HEREBY ACCEPT FOR THE PUBLIC USE THE FOLLOWING SHOWN ON THIS MAP:

ALL WATER RIGHTS AS OFFERED HEREON.
SIDEWALK EASEMENT AS SHOWN HEREON.

IN WITNESS WHEREOF AND PURSUANT TO THE CITY COUNCIL'S DELEGATION OF AUTHORITY DESCRIBED ABOVE, THE COMMUNITY DEVELOPMENT DIRECTOR HEREBY SIGNS THIS CERTIFICATE, WHICH IS ATTESTED TO BY THE CITY CLERK OF SAID CITY AND THE CORPORATE SEAL OF SAID CITY OF OXNARD IS AFFIXED HERETO THIS ____ DAY OF _____, 202_.

ATTEST:

_____ _____
ROSE CHAPARRO, CITY CLERK
CITY OF OXNARD

_____
JEFF R. PENGILLEY, COMMUNITY DEVELOPMENT DIRECTOR
CITY OF OXNARD

SOILS AND/OR GEOLOGIC REPORT:

THE FOLLOWING SOILS REPORT AND/OR GEOLOGIC REPORT RELATING TO TRACT NO. 6062 HAS BEEN PREPARED:

DATE OF REPORT: APRIL 9, 2020
TITLE OF REPORT: GEOTECHNICAL SITE EVALUATION REPORT, INDUSTRIAL CONDOMINIUM PROJECT ON AN APPROXIMATE 4.16 ACRE SITE, 2301 SANTIAGO COURT
FIRM NAME: GORIAN & ASSOCIANTES, INC.
ENGINEER (OR GEOLOGIST): JEROME J. BLUNCK
REGISTRATION NO. GE 151
LOCATION WHERE ON FILE FOR PUBLIC INSPECTION: OFFICE OF THE CITY ENGINEER, CITY OF OXNARD

COUNTY RECORDER'S STATEMENT:

DOCUMENT NO. _____

FILED THIS _____ DAY OF _____, 202___ AT _____M.

IN BOOK _____ OF MISCELLANEOUS RECORD (MAPS), AT PAGES _____

AT THE REQUEST OF SANTIAGO OZ, L.P.

MICHELLE ASCENCION
COUNTY RECORDER
COUNTY OF VENTURA

BY: _____
DEPUTY COUNTY RECORDER

COUNTY TAX COLLECTOR'S CERTIFICATE:

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

DATED: _____

SUE HORGAN
COUNTY TAX COLLECTOR
COUNTY OF VENTURA

BY: _____
DEPUTY COUNTY TAX COLLECTOR

CITY TREASURER'S CERTIFICATE:

I, PHILLIP S. MOLINA, CITY TREASURER OF THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST TRACT NO. 6062 OR ANY PART THEREOF, FOR UNPAID MUNICIPAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS MUNICIPAL TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY OF OXNARD THIS _____ DAY OF _____, 202__.

_____
PHILLIP S. MOLINA
CITY TREASURER OF THE CITY OF OXNARD

SIGNATURE OMISSIONS:

(SEE SHEET 3)

TOTAL NUMBER OF LOTS = 1
TOTAL GROSS AREA = 4.165 ACRES
TOTAL NET AREA = 4.036 ACRES

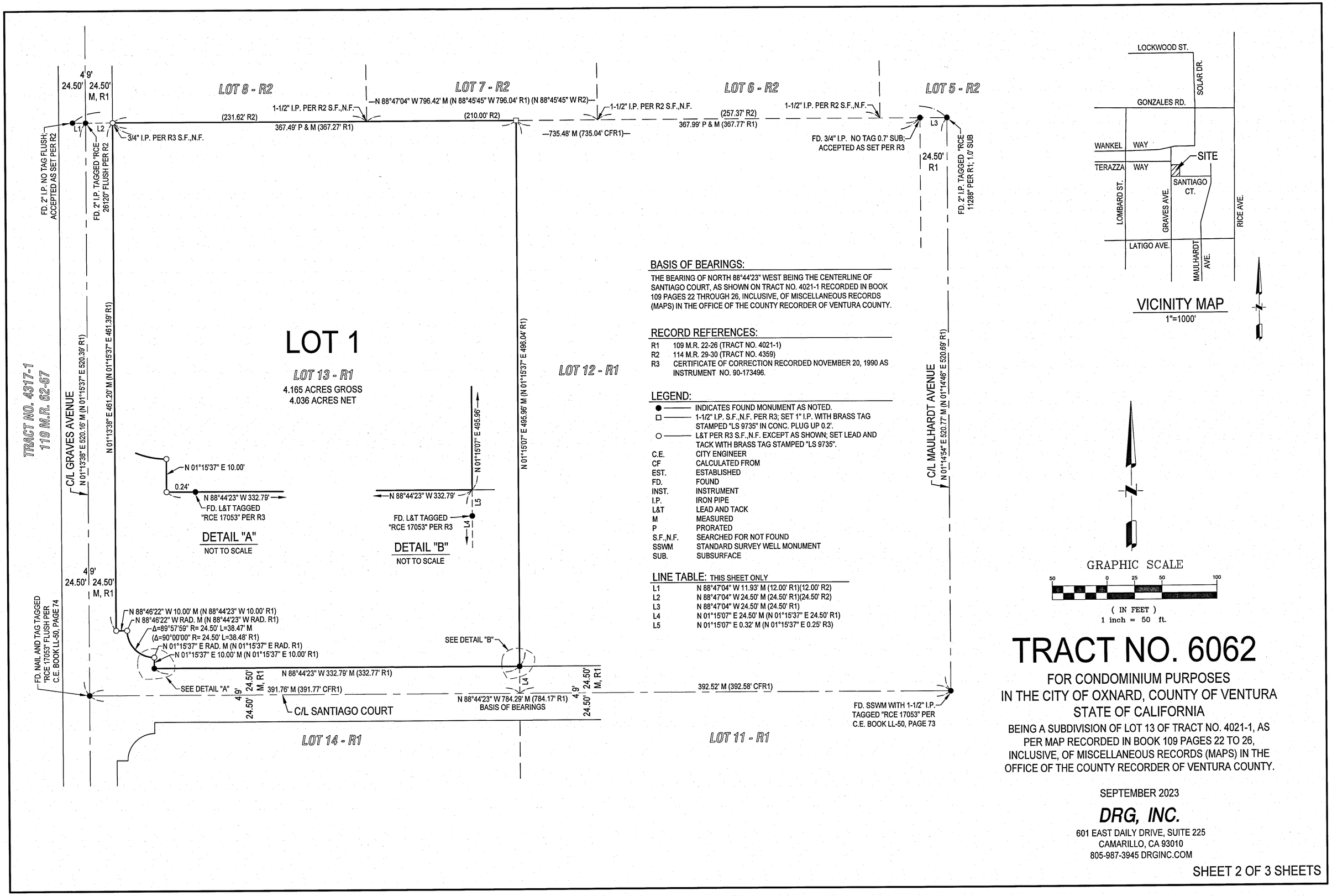
TRACT NO. 6062

FOR CONDOMINIUM PURPOSES
IN THE CITY OF OXNARD, COUNTY OF VENTURA
STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOT 13 OF TRACT NO. 4021-1, AS PER MAP RECORDED IN BOOK 109 PAGES 22 TO 26, INCLUSIVE, OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY.

SEPTEMBER 2023

DRG, INC.
601 EAST DAILY DRIVE, SUITE 225
CAMARILLO, CA 93010
805-987-3945 DRGINC.COM



BASIS OF BEARINGS:

THE BEARING OF NORTH 88°44'23" WEST BEING THE CENTERLINE OF SANTIAGO COURT, AS SHOWN ON TRACT NO. 4021-1 RECORDED IN BOOK 109 PAGES 22 THROUGH 26, INCLUSIVE, OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY.

RECORD REFERENCES:

R1	109 M.R. 22-26 (TRACT NO. 4021-1)
R2	114 M.R. 29-30 (TRACT NO. 4359)
R3	CERTIFICATE OF CORRECTION RECORDED NOVEMBER 20, 1990 AS INSTRUMENT NO. 90-173496.

LEGEND:

● ———	INDICATES FOUND MONUMENT AS NOTED.
□ ———	1-1/2" I.P. S.F.,N.F. PER R3; SET 1" I.P. WITH BRASS TAG STAMPED "LS 9735" IN CONC. PLUG UP 0.2'.
○ ———	L&T PER R3 S.F.,N.F. EXCEPT AS SHOWN; SET LEAD AND TACK WITH BRASS TAG STAMPED "LS 9735".
C.E.	CITY ENGINEER
CF	CALCULATED FROM
EST.	ESTABLISHED
FD.	FOUND
INST.	INSTRUMENT
I.P.	IRON PIPE
L&T	LEAD AND TACK
M	MEASURED
P	PRORATED
S.F.,N.F.	SEARCHED FOR NOT FOUND
SSWM	STANDARD SURVEY WELL MONUMENT
SUB.	SUBSURFACE

LINE TABLE: THIS SHEET ONLY

L1	N 88°47'04" W 11.93' M (12.00' R1)(12.00' R2)
L2	N 88°47'04" W 24.50' M (24.50' R1)(24.50' R2)
L3	N 88°47'04" W 24.50' M (24.50' R1)
L4	N 01°15'07" E 24.50' M (N 01°15'37" E 24.50' R1)
L5	N 01°15'07" E 0.32' M (N 01°15'37" E 0.25' R3)

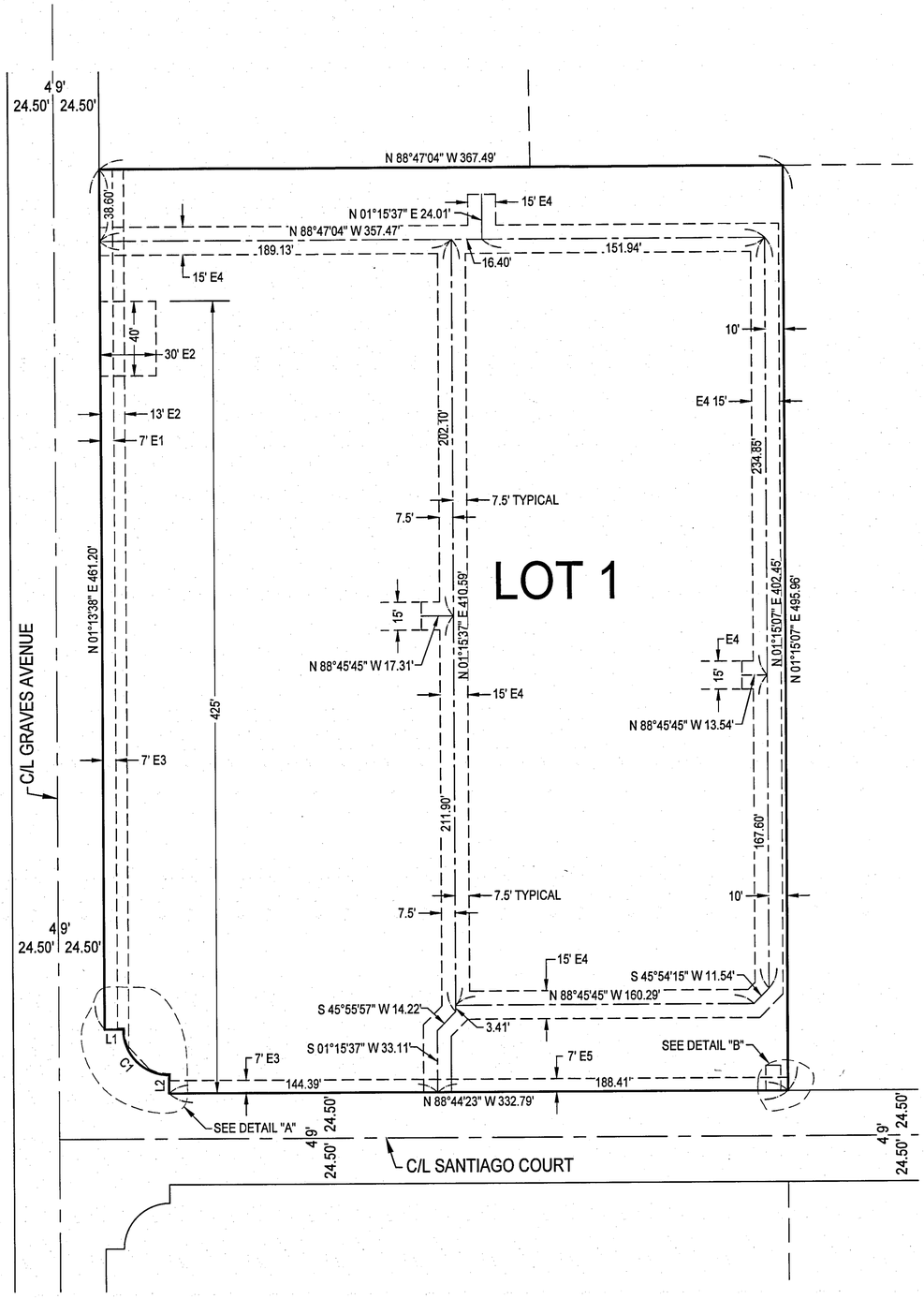
TRACT NO. 6062

FOR CONDOMINIUM PURPOSES
IN THE CITY OF OXNARD, COUNTY OF VENTURA
STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOT 13 OF TRACT NO. 4021-1, AS PER MAP RECORDED IN BOOK 109 PAGES 22 TO 26, INCLUSIVE, OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY.

SEPTEMBER 2023

DRG, INC.
601 EAST DAILY DRIVE, SUITE 225
CAMARILLO, CA 93010
805-987-3945 DRGINC.COM



EASEMENT NOTES:

E1. 7' WIDE EASEMENT FOR PUBLIC UTILITY PURPOSES, GRANTED TO THE CITY OF OXNARD, PER TRACT NO. 4021-1 RECORDED IN BOOK 109, PAGES 22 THROUGH 26 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY.

E2. 13' WIDE AND 30' EASEMENT FOR PUBLIC UTILITY PURPOSES, GRANTED TO SOUTHERN CALIFORNIA EDISON, PER GRANT OF EASEMENT RECORDED APRIL 13, 1990 AS INSTRUMENT NO. 1990-055775 OF OFFICIAL RECORDS OF VENTURA COUNTY.

E3. 7' WIDE EASEMENT FOR SIDEWALK PURPOSES, GRANTED TO THE CITY OF OXNARD, PER GRANT OF EASEMENT RECORDED APRIL 13, 2022 AS INSTRUMENT NO. 2022000046545 OF OFFICIAL RECORDS OF VENTURA COUNTY.

E4. 15' WIDE EASEMENT FOR WATER PIPELINE PURPOSES, GRANTED TO THE CITY OF OXNARD, PER GRANT OF EASEMENT RECORDED APRIL 13, 2022 AS INSTRUMENT NO. 2022000046546 OF OFFICIAL RECORDS OF VENTURA COUNTY.

E5. 7' WIDE EASEMENT FOR PUBLIC UTILITY AND ROADWAY SIGN PURPOSES, GRANTED TO THE CITY OF OXNARD, PER GRANT OF EASEMENT RECORDED APRIL 13, 2022 AS INSTRUMENT NO. 2022000046547 OF OFFICIAL RECORDS OF VENTURA COUNTY.

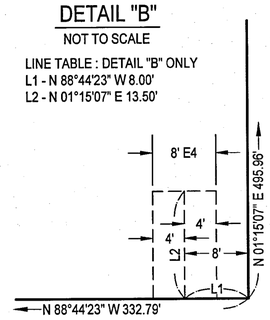
LINE AND CURVE TABLE: THIS SHEET ONLY

L1	N 88°46'22" W 10.00'
L2	N 01°15'37" E 10.00'
C1	Δ=89°57'59" R= 24.50' L=38.47'

DETAIL "B"

NOT TO SCALE

LINE TABLE : DETAIL "B" ONLY
L1 - N 88°44'23" W 8.00'
L2 - N 01°15'07" E 13.50'

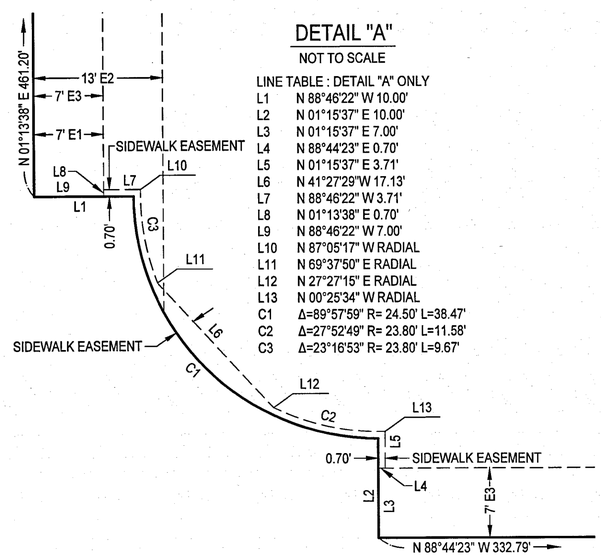


DETAIL "A"

NOT TO SCALE

LINE TABLE : DETAIL "A" ONLY

L1	N 88°46'22" W 10.00'
L2	N 01°15'37" E 10.00'
L3	N 01°15'37" E 7.00'
L4	N 88°44'23" E 0.70'
L5	N 01°15'37" E 3.71'
L6	N 41°27'29"W 17.13'
L7	N 88°46'22" W 3.71'
L8	N 01°13'38" E 0.70'
L9	N 88°46'22" W 7.00'
L10	N 87°05'17" W RADIAL
L11	N 69°37'50" E RADIAL
L12	N 27°27'15" E RADIAL
L13	N 00°25'34" W RADIAL
C1	Δ=89°57'59" R= 24.50' L=38.47'
C2	Δ=27°52'49" R= 23.80' L=11.58'
C3	Δ=23°16'53" R= 23.80' L=9.67'



SIGNATURE OMISSIONS:

THE SIGNATURES OF THE PARTIES NAMED HEREINAFTER AS OWNERS OF THE INTEREST SET FORTH, MAY BE OMITTED UNDER THE PROVISIONS OF SECTION 66436, (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY.

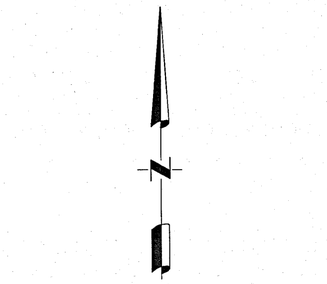
1. CITY OF OXNARD, EASEMENT HOLDER FOR PUBLIC UTILITY PURPOSES, PER TRACT MAP NO. 4021-1, RECORDED IN BOOK 109, PAGES 22 THROUGH 26 OF MAPS.
2. SOUTHERN CALIFORNIA EDISON COMPANY, A CALIFORNIA CORPORATION, EASEMENT HOLDER FOR PUBLIC UTILITY PURPOSES, RECORDED APRIL 13, 1990 AS INSTRUMENT NO. 1990-055775 OF OFFICIAL RECORDS.
3. CITY OF OXNARD, A MUNICIPAL CORPORATION, EASEMENT HOLDER FOR PUBLIC SIDEWALK PURPOSES, RECORDED APRIL 13, 2022 AS INSTRUMENT NO. 2022000046545 OF OFFICIAL RECORDS.
4. CITY OF OXNARD, A MUNICIPAL CORPORATION, EASEMENT HOLDER FOR WATER PIPELINE PURPOSES, RECORDED APRIL 13, 2022 AS INSTRUMENT NO. 2022000046546 OF OFFICIAL RECORDS.
5. CITY OF OXNARD, A MUNICIPAL CORPORATION, EASEMENT HOLDER FOR PUBLIC UTILITY AND ROADWAY SIGNAGE PURPOSES, RECORDED APRIL 13, 2022 AS INSTRUMENT NO. 2022000046546 OF OFFICIAL RECORDS.

THE SIGNATURES OF THE PARTIES NAMED HEREINAFTER AS OWNERS OF THE INTEREST SET FORTH, MAY BE OMITTED UNDER THE PROVISIONS OF SECTION 66436, (A)(3)(C) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY.

ROBERT R. MAULHARDT, ET, AL., OWNERS AS TO AN UNDIVIDED 4/5THS INTEREST IN ALL THE OIL, HYDROCARBON SUBSTANCES AND OTHER MINERAL AND FISSIONABLE RIGHTS, WITHOUT THE RIGHT TO ENTER UPON THE SURFACE OF SAID LAND OR WITHIN 500 FEET MEASURED VERTICALLY FROM THE SURFACE OF SAID LAND, AS CONVEYED IN THE DEED RECORDED MAY 19, 1955, IN BOOK 1291, PAGE 400 OF OFFICIAL RECORDS, AND IN RELEASE OF SURFACE ENTRY RECORDED JULY 25, 1967, IN BOOK 3712, PAGE 293 OF OFFICIAL RECORDS.

MAULHARDT INVESTMENT COMPANY, OWNER OF ALL MINERAL, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, TOGETHER WITH THE RIGHT TO DIRECTIONALLY DRILL INTO AND/OR PASS THROUGH ANY OF SAID REAL PROPERTY AND/OR TO EXPLORE FOR AND PRODUCE THE SAME FROM THE SUBSURFACE OF SAID REAL PROPERTY OR OTHER LANDS WITHIN THE VICINITY OF SAID REAL PROPERTY, WITHOUT, HOWEVER, THE RIGHT TO ENTER UPON OR DRILL THROUGH THE SURFACE OF THE UPPER FIVE HUNDRED (500) FEET OF ANY OF THE REAL PROPERTY, AS RESERVED IN DEED RECORDED JULY 3, 1990 AS INSTRUMENT NO. 1990-098903 OF OFFICIAL RECORDS.

EASEMENT DETAILS



GRAPHIC SCALE

50 0 25 50 100

(IN FEET)
1 inch = 50 ft.

TRACT NO. 6062

FOR CONDOMINIUM PURPOSES
IN THE CITY OF OXNARD, COUNTY OF VENTURA
STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOT 13 OF TRACT NO. 4021-1, AS PER MAP RECORDED IN BOOK 109 PAGES 22 TO 26, INCLUSIVE, OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY.

SEPTEMBER 2023

DRG, INC.
601 EAST DAILY DRIVE, SUITE 225
CAMARILLO, CA 93010
805-987-3945 DRGINC.COM

MEMORANDUM

CITY OF OXNARD CALIFORNIA

July 16, 2024

TO: City Council

FROM: Jeff Pengilley, Community Development Director

SUBJECT: Notice of Pending Approval - Final Map No. 6062 for the Santiago Industrial Suites subdivision (Planning and Zoning Permit No. 22-300-03). Filed by Garry Collett, California Commercial Investment Companies, 4530 East Thousand Oaks Boulevard, Suite 100, Westlake Village, California 91362.

In accordance with Ordinance 2910, the City Council will receive notification at its regular scheduled meeting of July 16, 2024 that the Community Development Director intends to approve Planning and Zoninng Permit No. 22-300-03, Final Map No. 6062 for the Santiago Industrial Suites subdivision, a 4.16-acre developed, industrially zoned property that will be divided into 25 parcels for condominium purposes located at 1400 Graves Avenue and 2301 Santiago Court, within ten business days following the July 16, 2024 City Council meeting.

On January 2, 2024, the City Council approved Tentative Subdivision Map No. 6062 for the Santiago Industrial Suites subdivision. Tentative Subdivision Map No. 6062 included the subdivision of a developed parcel into 25 lots for condominium purposes.

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

The Community Development Director's action may be appealed to the City Council pursuant to the appeal procedures set forth in Section 15-25 of the Oxnard City Code. Questions concerning this pending action can be directed to Jay Dobrowalsk, Planning Supervisor, by calling 805-385-3948 or via email at Jay.Dobrowalski@oxnard.org.

CITY OF
OXNARD
CALIFORNIA

VERIFICATION OF STATUS:
FINAL MAPS AND IMPROVEMENT PLANS

Tract/Parcel Map
Project Location:
Tract Map 6062

☒ Map requires security or letter from the surveyor of record indicating all monuments have been set.

☐ The Development Services Program does not require improvement plans for this development.

☐ This Program has reviewed the improvement plans and found them acceptable. Based on our review, we believe these plans comply with the resolution of the Planning Commission and the City Council approving the tentative map for this development.

☒ This Program has reviewed the Final Map and Title Sheet and found them acceptable. Based on our review, we believe the map complies with the resolution of the Planning Commission and the City Council approving the tentative map for this development and also with the Subdivision Map Act of the State of California.

☒ The Final Map has been signed.

DATE: 5-7-24

Jeff Pengilley
Community Development

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.3

DATE: July 16, 2024

TO: City Council

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

SUBJECT: Third Amendment to Agreement A-8136 with Enterprise Fleet Management.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Third Amendment to the Agreement with Enterprise Fleet Management, Inc. increasing the current agreement value by $8,518,000 for a total not to exceed amount of $15,313,000 and extend the term through April 18, 2026, utilizing the Sourcewell contract 030122-EFM for Fleet Management Services that includes vehicle leasing and maintenance management.

(Public Works and Transportation Committee approved 2-0 on June 25, 2024)

BACKGROUND

The Fleet Services Division of Public Works manages and maintains the City's 964 fleet vehicles and equipment which include light, medium and heavy-duty vehicles. As part of the management of the City's fleet, Fleet Services is responsible for the procurement of vehicles including specifications, outfitting, payment of leases, and authorizing repairs.

In 2012, the City of Oxnard Police Department began leasing vehicles through Enterprise Fleet Management's Lease to Own Program to replace aging vehicles with more efficient ones. The program allows for the leasing of vehicles on terms starting from 12 months and up to 60 months with the option to purchase at the end of the lease term.

On June 18, 2019, City Council approved a three-year agreement A-8136 with Enterprise Fleet Management, Inc. to lease vehicles for the Police Department's Investigative Services and Administrative Services Bureaus for an amount not to exceed $675,000 utilizing the Sourcewell contract 060618-EFM valid through July 24, 2022. On May 4, 2022, Enterprise renewed its contract with Sourcewell under contract 030122-EFM valid through April 18, 2026.

The First Amendment to the agreement was approved by the City Council on March 17, 2020, authorizing all City departments to utilize current vehicle replacement funds for leasing or future leasing of vehicles as well as enrolling all new leased and city-owned vehicles that qualify into Enterprise's Maintenance Management Program except for emergency vehicles which are internally serviced by the Fleet Services Division. In addition, the amendment extended the term through December 1, 2025, and increased the agreement value by $3,425,000 for a new contract amount of $4,100,000. Leasing vehicles has allowed City Departments to replace aging, unreliable vehicles that are costly to repair with new vehicles that include updated technology and safety features with little or no money down, and reasonable monthly payments.

On March 29, 2022, the City Council approved a Second Amendment to the agreement increasing the agreement's value by $2,695,000 for a new contract amount of $6,795,000 for the term of the agreement. This was done for budgetary purposes.

DISCUSSION

The Enterprise lease agreement has allowed the City to update the fleet with new vehicles without the burden of capital costs to outright purchase new ones. This also is a benefit of avoiding the steep depreciation most vehicles have during the first few years after purchase. It has been beneficial to operations providing new, safe, reliable vehicles. Prior to the lease program, 248 City vehicles needed to be replaced due to various reasons, (i.e. high mileage, safety concerns, inefficiency, and/or no longer cost-effective to maintain or repair), and the average age of the fleet was 14.3 years. Today the average age is 10.8 years resulting in reduced repair and maintenance costs and downtime.

The lease program has also allowed the Police Department to replace dilapidated patrol vehicles, consistently creating a healthy patrol fleet. Having vehicles that are safe, dependable, and able to perform at an optimal level during critical and high-risk situations is vital to the department and community. This program allows the lease of an array of vehicle configurations including but not limited to the following: gasoline, diesel & CNG-fueled vehicles, including Zero Emission Vehicles (ZEV) Electric or Hydrogen fueled vehicles.

City Purchasing Policy allows for the use of governmental-cooperative contracts for the purchase of goods, equipment and contractual services when the contract has been competitively bid and awarded in accordance with local, State, and Federal laws that govern public procurement. Soucewell offers government agencies a cooperative purchasing program that provides competitively solicited cooperative contracts. Enterprise Fleet Management holds a cooperative contract with Sourcewell for Fleet Management Services that includes vehicle leasing and maintenance management. Sourcewell awarded Enterprise Fleet Management Contract No. 030122-EFM. Sourcewell posted the Request for Proposal on January 11, 2022, and recommended the award to Enterprise Fleet Management, Inc. on April 8, 2022, with an expiration date of April 18, 2026.

Over the past three years, the City has leased 143 vehicles. Below is a list of the number of vehicles leased by each department/division.

DEPARTMENT/DIVISION	# VEHICLES
PURCHASING	1
ENGINEERING	11
PARKS	15
STREETS	5
COMMUNITY DEVELOPMENT	7
CODE COMPLIANCE	4
RECREATION	5
WATER	29
SPECIAL DISTRICTS	1
WASTEWATER	20
ENVIRONMENTAL RESOURCES	9
IT	2
FACILITIES	12

FIRE	22
TOTAL	143

Of the aforementioned leased vehicles, 88 were from a list of 248 vehicles on the replacement plan and 55 of the vehicles were leased for increased staff from various departments. The 88 replaced vehicles have been retired and auctioned off by the City's third-party vendor. In addition, 165 city-owned vehicles are part of the Enterprise Maintenance Management Program (MMP). Currently, Oxnard Police Department has 66 leased vehicles and 63 city-owned vehicles on the MMP.

The City intends to continue to utilize the Enterprise Fleet Management, Inc. Sourcwell contract 030122-EFM for the lease and maintenance of vehicles through the term of the Sourcewell contract, April 18, 2026. Staff recommends amending the current contract with Enterprise utilizing the active Sourcewell contract 030122-EFM.

Based on the current condition of the fleet, the Public Works Fleet Services Division expects to replace an estimated 77 City vehicles over the next two years, which is roughly 47% of the total fleet under the Enterprise Maintenance Program. This will include the acquisition of ZEV per the State mandate. This Third Amendment to agreement A-8136 will increase the value of the agreement by $8,518,000 for an amount not to exceed $15,313,000 and extend the term through April 18, 2026, which is the expiration of the Sourcewell Contract. The increase will cover monthly lease charges for existing leases, maintenance costs, new lease upfront costs, and monthly lease charges through the term of the agreement for all City Departments.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this amendment is $8,518,000 for a new not-to-exceed contract value of $15,313,000 with Enterprise Fleet Management, Inc. through April 18, 2026. Estimated costs are itemized below.

Current Lease Payments	$3,945,300
FY 2024-25 New Lease Payments	$1,416,800
FY 2024-25 New Lease Upfront Costs	$792,000
FY 2025-26 New Lease Payments	$704,000
FY 2025-26 New Lease Upfront Costs	$851,400
FY 2024-25 Maintenance Costs	$462,000
FY 2025-26 Maintenance Costs	$346,500
TOTAL	**$8,518,000**

Funding for this Agreement has been programmed in the Adopted Fiscal Year 2024-25 Budget from various departments. Subsequent year allocations for the remainder agreement value will be requested during the annual budget process.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 2-0 on June 25, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director, Jose Arreola, Fleet Services Manager

ATTACHMENTS

1. A-8136 Third Amendment
2. Agreement A-8136 Original, 1st and 2nd Amendments
3. Sourcewell - Enterprise Fleet Contract 030122

Agreement No. A-8136

THIRD AMENDMENT TO VEHICLE LEASE AGREEMENT

This Third Amendment ("Third Amendment") to the Vehicle Lease Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20___, by and between the City of Oxnard, a municipal corporation ("City"), and Enterprise Fleet Management, Inc. (EMF) ("Vendor"). This Third Amendment amends the Agreement entered into on July 1, 2019, by City and Vendor. The Agreement previously has been amended on March 17, 2020, by a First Amendment, and on March 29, 2022, by a Second Amendment.

City and Vendor agree as follows:

1. In Section 4 of the Agreement (Term of the Agreement) the expiration date of December 1, 2025"is hereby replaced with: "April 18, 2026"

2. In Section 6 of the Agreement (Compensation) the amount of "$6,795,000"is hereby replaced with: "$15,313,000"

3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

☒John C. Zaragoza, Mayor[1] Date
☐Jennifer Yates, Purchasing Agent[2]

ATTEST:

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

APPROVED AS TO FORM:

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

ENTERPRISE FLEET MANAGEMENT, INC.

John Mills, Vice President Date

Michael Gerges, Financial Director[3] Date

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.
[2] The Purchasing Agent may execute any authorized agreement up to $200,000.
[3] The City requires the following for any contract:

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

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

Agreement No. A-8136

VEHICLE LEASING AGREEMENT

THIS VEHICLE LEASING AGREEMENT ("**Agreement**") is made and entered into in the County of Ventura, State of California, this 1st Day of July, 2019 by and between the City of Oxnard, a municipal corporation ("**City**"), and Enterprise Fleet Management Inc., A Missouri Corporation ("**EFM**").

WHEREAS, City desires to lease vehicles from Lessor, and Lessor desires to provide vehicles as described in this Agreement to City on the terms and conditions set forth in this Agreement; and

WHEREAS, EFM represents that EFM and/ or EFM's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Coordination of Vehicle Leasing Services

All services are to be coordinated with the City Manager or designated Department Head ("Manager") or designee of the City Manager or Manager and shall be performed under the general direction of the City Manager or Manager.

2. Permits, Licenses, Certificates

EFM, at EFM's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of vehicle leasing services under this Agreement, including a City business license.

3. Scope of Services

The scope and specific terms of the services to be provided by EFM to City are detailed in the Master Equity Lease Agreement (Exhibit A), Indemnity Agreement (Exhibit B), and Self-Insurance Addendum (Exhibit C) of the same date, attached hereto and incorporated herein by reference.

4. Term of Agreement

This Agreement shall begin on July 1, 2019 and to expire on June 30, 2022.

5. Termination

This Agreement may be terminated by City if Manager notifies EFM, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten calendar

COUNCIL APPROVED
6-18 2019 H-7
DATE

days from the date of mailing of such notice. City agrees to pay EFM in full for all amounts due EFM as of the effective date of termination.

This Agreement may be terminated by Lessor if Lessor notifies Manager, in writing, of Lessor's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of mailing of such notice.

6. Compensation

City agrees to pay EFM in an account not to exceed $675,000 for services provided under the agreements at rates provided in the vehicle lease schedule.

EFM shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

If any sales tax is due for vehicle leasing services performed by EFM, EFM shall pay the sales tax on behalf of Lessee.

7. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by EFM in performing vehicle leasing services under this Agreement. All expenses incidental to the performance of vehicle leasing services under this Agreement shall be borne by the EFM, including, but not limited to rent, vehicle, and travel, and entertainment and promotion, general liability and health insurance, worker's compensation insurance, and all compensation benefits of employees or agents engaged by consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided under this Agreement, including, but not limited to any personal property used by employees and agents of Consultants in performance of such services.

8. Non-Appropriation of Funds

Payments to be made to Lessor by City for vehicle leasing 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 Lessor's vehicle leasing services beyond the current fiscal year, this Agreement shall cover payment for Lessor's vehicle leasing services only up to the point of conclusion of the last fiscal year in which the City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

9. Maintenance and Inspection of Records

EFM agrees that City or its auditors shall have access to and the right to audit and reproduce any of EFM's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to the Agreement. EFM shall

maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by the City. EFM agrees to 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.

10. Independent Contractor

City and EFM agree that in performance of the vehicle leasing services, EFM shall be, and is, an independent contractor, and that the EFM and its employees are are not employees of City. EFM has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting EFM.

11. Consultant Not Agent

Except as Manager may specify in writing, EFM, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

12. Severability

City and EFM agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

13. Arbitration

EFM and City agree that in the event of any dispute with regard to the provision of this Agreement, the vehicle leasing services rendered or the amount paid to the EFM, the dispute may be submitted to arbitration upon the mutual agreement of parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

14. Expenses of Enforcement

EFM and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

15. Order of Precedence

In the event of a conflict between any payment (excluding the not to exceed limit), scope of service or warranty terms found in this Agreement and any of the exhibits attached hereto, the order of precedence is as follows:

A. Master Equity Lease Agreement (Exhibit A), Indemnity Agreement (Exhibit B), and Self-Insurance Addendum (Exhibit C).

B. This instrument.

16. Authority to Execute

City acknowledges that the person executing this Agreement has been duly authorized by City Council to do so on behalf of City.

EFM acknowledges that the person executing this Agreement has been duly authorized by EFM to do so on behalf of EFM.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on March 22, 2019

CITY OF OXNARD

Tim Flynn 6/18/19

Tim Flynn, Mayor

ENTERPRISE FLEET MANAGEMENT, INC.

Kevin Morrissey, Vice President Fleet Management

ATTEST:

Michelle Ascencion, City Clerk

Steve Usselmann, Sr. VP, Office of Finance

APPROVED AS TO FORM:

FOR

Stephen M. Fischer, City Attorney

[1] 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;

EXHIBIT A

Master Equity Lease Agreement

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this 1st of July 2019, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee")

1. **LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. **TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. **RENT AND OTHER CHARGES:**

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. **USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses fees, charges, fines, t ckets penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration delivery purchase, sale rental, use or operation of the Vehicles during the Term If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental treated as an initial charge or otherwise charged to Lessee Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of t me that would require such Vehicle to become subject to the titling and/or registration laws of such other state

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles Any alterations, additions except for police radios replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s)

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE S PURPOSE LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - $5,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	$500,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible
All Other States	$300,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of $500 per occurrence - Collision and $250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. . Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement, and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice

12. INDEMNITY: Lessee agrees to defend and indemnify Lessor Servicer any other agent of Lessor and their respective successors and assigns from and against any and all losses damages liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform any term, provision or covenant of this Agreement, or as a result of any loss, damage theft or destruction of any Vehicle or related to or arising out of or in connection with the use operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter , upon escort from Lessee, into or upon any building or place where any Vehicle is located Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor Servicer or any other agent of Lessor to Lessee, (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor), (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms provisions or conditions contained in any such guaranty, (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc or any direct or indirect subsidiary of The Crawford Group Inc. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the

obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, with ten (10) days written notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right, under escort from Lessee, to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including to the extent permitted by applicable law, all costs and expenses including court costs and reasonable attorneys' fees and expenses incurred by Lessor Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0 00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence), and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity A termination of this Agreement shall occur only upon written notice by Lessor to Lessee Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative

15. **ASSIGNMENTS:** Lessor may from time to time assign pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity Lessee agrees upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason

Without the prior written consent of Lessor, Lessee may not assign sublease transfer or pledge this Agreement any Vehicle or any interest in this Agreement or in and to any Vehicle or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor

16. **MISCELLANEOUS:** This Agreement may only be amended or modified by an instrument in writing executed by both parties The parties shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by the waiving party and then only to the extent therein set forth. A waiver by either party of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which the party would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid Lessee will promptly notify Lessor of any change in Lessee's address This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law All of the representations, warranties covenants agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several

17. **SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives successors and assigns, and will inure to the benefit of Lessor Servicer, any other agent of Lessor and their respective successors and assigns This Agreement will be governed by and construed in accordance with the substanlive laws of the State of California (determined without reference to conflict of law principles)

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Payments to be made to Lessor by City for vehicle leasing 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 Lessor's vehicle leasing services beyond the current fiscal year, this Agreement shall cover payment for Lessor's vehicle leasing services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

20. TERMINATION: Lessee reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Lessor. In the event of such termination, Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination in accordance with Section 3(b) and 3(c) of the Master Equity Lease Agreement. Additionally, termination should not affect Lessee's obligation to pay any indemnities under this agreement. This paragraph shall not be construed to mean that Lessee will lease from or buy like-kind services from another provider based on a non-appropriation of funds.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Master Equity Lease Agreement as of the 1st day of July, 2019

CITY OF OXNARD

Tim Flynn 6/18/19

Tim Flynn, Mayor

ENTERPRISE FLEET MANAGEMENT, INC.

Kevin Morrissey, Vice President Fleet Management

ATTEST:

Michelle Ascencion, City Clerk

Steve Usselmann, Sr. VP, Office of Finance

APPROVED AS TO FORM

Stephen M. Fischer, City Attorney

[1] 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.

EXHIBIT B

Indemnity Agreement

INDEMNITY AGREEMENT

This Agreement is entered into as of the 1st of July, 2019, by and between Enterprise Fleet Management, Inc., (EFM), a Missouri corporation, and City of Oxnard.

WITNESSETH:

INDEMNITY: Enterprise Fleet Management, Inc. ("EFM") agrees to defend and indemnify City of Oxnard from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which City of Oxnard may incur by reason of EFM's breach or violation of, or failure to observe or perform, any of its obligations as Servicer (EFM in such capacity, "Servicer") for Enterprise FM Trust in connection with the Master Equity Lease Agreement between City of Oxnard and Enterprise FM Trust dated as of the date hereof, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle, in each case, while the Vehicle was in possession of the Servicer.

Capitalized terms used herein and not defined herein shall have the meanings given in the Lease.

IN WITNESS WHEREOF, EFM and City of Oxnard have executed this Indemnity Agreement as of the day and year first above written.

CITY OF OXNARD

Tim Flynn 6/18/19

Tim Flynn, Mayor

Enterprise Fleet Management, Inc.

Kevin Morrissey, Vice President Fleet Management

ATTEST:

Michelle Ascencion, City Clerk

Steve Usselmann, Sr. VP, Office of Finance

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

[1] 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;

EXHIBIT C
Self Insurance Addendum

SELF -INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(Physical Damage and Liability)

This Addendum is made to the Master Equity Lease Agreement dated the 1st of July, 2019, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Insurance in the form of an insurance policy which complies in all respects, other than the amount of insurance required, with Section 11 of the Agreement.

In accordance with the California Government Code Section 989 and 990, the Lessee is required to have self-insurance coverage.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

CITY OF OXNARD

Tim Flynn 6/18/19

Tim Flynn, Mayor

Enterprise Fleet Management, Inc.

Kevin Morrissey, Vice President Fleet Management

ATTEST:

Michelle Ascencion, City Clerk

Steve Usselmann, Sr. VP, Office of Finance

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

[1] 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;

EXHIBIT INS-[1]

INSURANCE REQUIREMENTS

ACORD

EVIDENCE OF PROPERTY INSURANCE

ISSUE DATE (MM/DD/YYYY): 07/03/2018

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER

ALLIANT INSURANCE SERVICES, INC.
P.O. BOX 6450
NEWPORT BEACH, CA 92658-6450
PH (949) 756-0271 / FAX (949) 756-2713
LICENSE NO. 0C36861

CODE SUB-CODE

COMPANY

VARIOUS PER ATTACHED SCHEDULE 02

INSURED

ALLIANT PROPERTY INSURANCE PROGRAM (APIP) MEMBER
CITY OF OXNARD
ATTN MIKE MORE
FINANCIAL SERVICES MANAGER
300 WEST THIRD STREET
OXNARD, CA 93030

LOAN NUMBER:

PRIMARY LAYER POLICY NUMBER: 017471590/05-02

EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	CONT UNTIL TERMINATED IF CHECKED
07/01/18	07/01/19	☐

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION / DESCRIPTION

AS RESPECTS MASTER EQUITY LEASE AGREEMENT DATED JULY 1, 2016 BY AND BETWEEN ENTERPRISE FM TRUST AND THE CITY OF OXNARD INCLUDING VARIOUS SCHEDULES AND ADDENDA

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
ALL RISK OF DIRECT PHYSICAL LOSS OR DAMAGE EXCLUDING EARTHQUAKE AND FLOOD PER SCHEDULE ON FILE WITH COMPANY COVERAGE INCLUDES REAL AND PERSONAL PROPERTY, RENTAL INCOME INCLUDING BOND REVENUE REQUIREMENTS, BUSINESS INTERRUPTION, EXTRA EXPENSE AND ALL EXTENSIONS AND SUBLIMITS OF COVERAGE AS SHOWN ON MANUSCRIPT POLICY FORM	$500,000,000 LOSS LIMIT PER OCCURRENCE	SEE BELOW
	BOILER & MACHINERY $100 000,000	
REPAIR OR REPLACEMENT COST VALUATION SUBJECT TO POLICY PROVISIONS VEHICLES IF PURCHASED ARE SUBJECT TO ACTUAL CASH VALUE (ACV) OR REPLACEMENT COST PER POLICY PROVISIONS		

THE POLICIES OF INSURANCE LISTED ABOVE 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 EVIDENCE OF PROPERTY INSURANCE 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 SUBJECT TO 10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM.

REMARKS (Including Special Conditions)

DEDUCTIBLES
ALL RISK: $50,000

VEHICLES
$25,000 COMPREHENSIVE AND COLLISION

OTHER
$25,000 CONTRACTOR EQUIPMENT

BOILER & MACHINERY
$10,000 –HIGHER DED APPLY BASED ON SPECIFIC OBJECT/SIZE/PERIL

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS

ENTERPRISE FLEET MANAGEMENT
5805 SEPULVEDA BLVD , STE. 710
SHERMAN OAKS, CA 91411

NATURE OF INTEREST

☐ MORTGAGEE ADDITIONAL INSURED

X LENDER'S LOSS PAYABLE ☐ (OTHER)

SIGNATURE OF AUTHORIZED AGENT OF COMPANY

CA

Enterprise

FLEET MANAGEMENT

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day July, 2019 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of July, 2019 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Oxnard ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 4 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

Section 8(a) of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions except for police radios, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

Section 11, the following paragraph of the Master Equity Lease Agreement is amended to read as follows:

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Section 13 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter, upon escort from Lessee, into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

Section 14, second paragraph, of the Master Equity Lease Agreement is amended to read as follows:

Upon the occurrence of any Event of Default, Lessor, with ten (10) days written notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right, under escort from Lessee, to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

Section 16 of the Master Equity Lease Agreement is amended to read as follows:

This Agreement may only be amended or modified by an instrument in writing executed by both parties." The parties shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by the waiving party and then only to the extent therein set forth. A waiver by either party of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which the party would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

enterprise

FLEET

Section 17 of the Master Equity Lease Agreement is amended to read as follows

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns This Agreement will be governed by and construed in accordance with the substantive laws of the State of California (determined without reference to conflict of law principles).

The following paragraphs are added to the end of the Master Equity Lease Agreement:

Non-Appropriation: Payments to be made to Lessor by City for vehicle leasing 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 Lessor's vehicle leasing services beyond the current fiscal year, this Agreement shall cover payment for Lessor's vehicle leasing services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

Termination: Lessee reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Lessor. In the event of such termination, Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination in accordance with Section 3(b) and 3(c) of the Master Equity Lease Agreement. Additionally, termination should not affect Lessee's obligation to pay any indemnities under this agreement. This paragraph shall not be construed to mean that Lessee will lease from or buy like-kind services from another provider based on a non-appropriation of funds.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the _____ day of July, 2019

CITY OF OXNARD

Tim Flynn 6/18/19

Tim Flynn, Mayor

Enterprise FM Trust (Lessor)
By Enterprise Fleet Management, Inc its attorney-in fact

Kevin Morrissey, Vice President Fleet Management

ATTEST:

Michelle Ascencion, City Clerk

Steve Usselmann, Sr. VP, Office of Finance

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

SELF-INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(Physical Damage and Liability)

This Addendum is made to the Master Equity Lease Agreement dated the 1st of July, 2019, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Insurance in the form of an insurance policy which complies in all respects, other than the amount of insurance required, with Section 11 of the Agreement.

In accordance with the California Government Code Section 989 and 990, the Lessee is required to have self-insurance coverage.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

CITY OF OXNARD

Tim Flynn 6/18/19

Tim Flynn, Mayor

Enterprise Fleet Management, Inc.

Kevin Morrissey, Vice President Fleet Management

ATTEST:

Michelle Ascencion, City Clerk

Steve Usselmann, Sr. VP, Office of Finance

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

[1] 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;

FIRST AMENDMENT TO VEHICLE LEASING AGREEMENT

This First Amendment ("First Amendment") to the vehicle leasing agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 17th day of March, 2020 by and between the City of Oxnard, a municipal corporation ("City"), and Enterprise Fleet Management, Inc. ("EFM"). This First Amendment amends the Agreement entered into on July 1, 2019 by City and EFM.

City and EFM agree as follows:

1. Section 3 of the Agreement (Scope of Services) is hereby deleted and replaced with the following:

   "The scope and specific terms of the services to be provided by EFM to City are Detailed in the Master Equity Lease Agreement (Exhibit A), Maintenance and Fleet Rental Agreement (Exhibit A-1), List of Maintenance and Repair Facilities (Exhibit A-2), Indemnity Agreement (Exhibit B) and Self-Insurance Addendum Agreement (Exhibit C) of the same date, attached hereto and incorporated herein by reference."

2. In Section 4 of the Agreement (Term of the Agreement), the expiration date of "June 30, 2022," is hereby replaced with "December 1, 2025."

3. In Section 6 of the Agreement (Compensation), the amount "$675,000" is hereby replaced with "$4,100,000."

4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

COUNCIL APPROVED
3/17/2020 N4(1)
DATE

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

CITY OF OXNARD

Tim Flynn 3/17/20

■ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ _____, Buyer

ATTEST:

Michelle Ascencion 3/18/2020

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

1-31-2020

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

_____

ENTERPRISE FLEET MANAGEMENT, INC.

2/20/2020

Kirk Ayers, Vice President Fleet Management[2] Date

2/10-2020

Joseph Kraichley, AVP, Fleet Management Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

[2] The City requires the following for any contract:

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

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

EXHIBIT A-2
LIST OF MAINTENANCE AND REPAIR FACILITIES

The following is a list of authorized maintenance and repair facilities agreed upon mutually by City and EFM. This list may be updated as needed during the duration of the Agreement.

1. OXNARD FIRESTONE
   321 S Oxnard Boulevard
   Oxnard, California 93030
   Telephone: 805-483-2295

2. MEKANIKS PLUS CAR CARE CORNER
   632 Pacific Avenue
   Oxnard, California 93030
   Telephone: 805-487-8559

3. HIGH TECH AUTO REPAIR INC
   311 E. Wooly Road
   Oxnard, California 93030
   Telephone: 805-385-2469

4. JIFFY LUBE # 3098
   611 S Rose Avenue
   Oxnard, California 93030
   Telephone: 805-486-5655

5. PEP BOYS
   939 S Oxnard Boulevard
   Oxnard, California 93030
   Telephone: 805-486-6387

6. VELOCITY TRUCK CENTER
   2501 Camino Del Sol
   Oxnard, California 93030
   Telephone: 805-983-2408

7. JIFFY LUBE # 1575
   101 W. Esplanade Drive
   Oxnard, California 93036
   Telephone: 805-278-9931

8. AMERICA'S TIRE
   2320 E Vineyard Avenue
   Oxnard, California 93036
   Telephone: 805-983-4506

9. MOUNTAIN VIEW TIRE AND SERVICE
   2341 East Vineyard Avenue
   Oxnard, California 93036
   Telephone: 805-485-6744

10. VISTA FORD OF OXNARD QUICK LANE
    1501 Auto Center Drive
    Oxnard, California 93036
    Telephone: 805-983-6512

11. DCH TOYOTA OF OXNARD
    1631 Auto Center Drive
    Oxnard, California 93036
    Telephone: 805-988-2300

12. MERCDES OF OXNARD
    1511 Auto Center Drive
    Oxnard, California 93036
    Telephone: 805-604-6500

13. TEAM NISSAN
    1801 Auto Center Drive
    Oxnard, California 93036
    Telephone: 805-485-8517

14. CROWN DODGE CHRYSLER JEEP
    6300 King
    Ventura, California 93003
    Telephone: 805-656-6669

15. DONAHUE TRUCK CENTERS
    6551 Ventura Boulevard
    Ventura, California 93003
    Telephone: 805-981-0000

16. ASSOCIATED TIRES & BRAKES
    6353 Ventura Boulevard #26
    Ventura, California 93003
    Telephone: 805-654-1355

17. ASSOCIATED TIRE
    6353 Ventura Boulevard
    Ventura, California 93003
    Telephone: 805-656-2049

18. JJ's SMOG CHECK
    1281 S Oxnard Boulevard
    Oxnard, California 93030
    Telephone: 805-982-9073

19. PARKHOUSE TIRE
    663 Maulhardt Avenue
    Oxnard, California 93030
    Telephone: 805-604-0461

20. ALEXANDER BUICK GMC CADILAC
    1600 Auto Center Drive
    Oxnard, California 93030
    Telephone: 805-988-2200

21. MIDAS AUTO SERVICE EXPERTS 1309
    5415 N Oxnard Boulevard
    Oxnard, California 93030
    Telephone: 805-983-0821

22. DANIELS TIRE SERVICE
    1040 Commercial Avenue
    Oxnard, California 93030
    Telphone: 805-487-0453

23. WINSTON TIRE
    955 S A Street
    Oxnard, California 93030
    Telephone: 805-487-6594

24. MEINEKE CAR CARE #4052
    2011 N Oxnard Boulevard
    Oxnard, California 93036
    Telephone: 805-983-1168

25. BIG BRAND TIRE CO
    1313 S Oxnard Boulevard
    Oxnard, California 93030
    Telephone: 805-487-7883

26. GOLD COAST ASSOCIATES
    1313 S Oxnard Boulevard
    Oxnard, California 93030
    Telephone: 805-486-6381

27. AAMCO
    429 N Oxnard Boulevard
    Oxnard, California 93030
    Telephone: 805983-8100

EXHIBIT A – 1

Enterprise

FLEET MANAGEMENT

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and _____ (the "Company").

WITNESSETH:

1. ENTERPRISE CARDS: Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over $75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to $125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. RENTAL VEHICLES: The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. NO WARRANTY: EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. NOTICES: All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

Initials: EFM_____ Company_____

8. FEES: EFM will charge the Company for the service under this Agreement $_____ per month per Card, plus a one time set-up fee of $_____.

9. MISCELLANEOUS: This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

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

CITY OF OXNARD

Tim Flynn 3/17/20

■ Tim Flynn, Mayor Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ _____, Buyer

ATTEST:

Michelle Ascencion 3/18/2020

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

1-31-2020

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

_____

ENTERPRISE FLEET MANAGEMENT, INC.

2/20/2020

Kirk Ayers, Vice President Fleet Management[2] Date

2/10-2020

Joseph Kraichley, AVP, Fleet Management Date

Initials: EFM_____ Company_____

SECOND AMENDMENT TO VEHICLE LEASE AGREEMENT

This Second Amendment ("Second Amendment") to the Vehicle Lease Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 29th day of March 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Enterprise Fleet Management, Inc. (EFM) ("Vendor"). This Second Amendment amends the Agreement entered into on July 1, 2019, by City and Vendor. The Agreement previously has been amended on March 17, 2020, by a First Amendment.

City and Vendor agree as follows:

1. In Section 6 of the Agreement (Compensation), the amount of "$4,100,000" is hereby replaced with "$6,795,000".

2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

COUNCIL APPROVED
03-29-2022 J4
DATE

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

CITY OF OXNARD

3-29-22

☒ John C. Zaragoza, Mayor Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Patricia Garcia, Buyer

ENTERPRIES FLEET MANAGEMENT, INC. (EFM)

1/26/22

John Mills
Vice President, EFM

Date

1/25/22

Michael Gerges
Finance Director, EFM

Date

ATTEST:

R. Chaparro 3/29/22

Rose Chaparro, City Clerk
(only if Mayor signs)

Date

APPROVED AS TO FORM:

1/13/22

Stephen M. Fischer, City
Attorney (always required)

Date

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Sourcewell

Solicitation Number: RFP #030122

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Enterprise Fleet Management, Inc., 600 Corporate Park Drive, St. Louis, MO 63105 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fleet Management Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 18, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Equipment, product, or service warranties will be provided by the manufacturer or service provider. Supplier will assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer or service provider. Any manufacturer's or service provider's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

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time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

In the event that Equipment and Products arrive in a defective or inoperable condition, the Participating Entity must promptly bring any such condition to Supplier's attention. Supplier will then provide commercially reasonable assistance to the Participating Entity in any communication or negotiation with the Equipment and Product's manufacturer or dealer, as applicable, with respect to claims relating to such condition.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order prior to the applicable Equipment and Product manufacturer or dealer deadline, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

Any termination thereafter will be governed by the terms and conditions of Supplier's affiliates' Master Lease Agreement.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

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- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

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note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract, with respect to the subject matter hereof, represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Indemnity obligations between Supplier and any Participating Entity, if any, will be as set forth in the applicable Supplier's affiliates' Master Lease Agreement.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated

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or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

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Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.
Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.
Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

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procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). Intentionally omitted.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Intentionally omitted.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Intentionally omitted.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Intentionally omitted.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

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covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. Intentionally omitted.

J. BUY AMERICAN PROVISIONS COMPLIANCE. Intentionally omitted.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). Intentionally omitted.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

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Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Intentionally omitted.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Enterprise Fleet Management, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Dain Giesie EFC279C1DE8D465...
By: _____	By: _____
Jeremy Schwartz	Dain Giesie
Title: Chief Procurement Officer	Title: Vice President
5/4/2022 | 9:11 AM CDT	5/4/2022 | 2:58 PM CDT
Date: _____	Date: _____

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO
5/4/2022 | 3:23 PM CDT
Date: _____

RFP 030122 - Fleet Management Services

Vendor Details

Company Name:	Enterprise Fleet Management, Inc.
Does your company conduct business under any other name? If yes, please state:	MO
Address:	600 Corporate Park Dr. St. Louis, MO 63050
Contact:	Dain Giesie
Email:	Dain.E.Giesie@efleets.com
Phone:	314-274-5428
Fax:	314-274-5428
HST#:	43-1697807

Submission Details

Created On:	Tuesday February 01, 2022 10:13:18
Submitted On:	Tuesday March 01, 2022 16:13:51
Submitted By:	Dain Giesie
Email:	Dain.E.Giesie@efleets.com
Transaction #:	53316618-72bf-4ca3-ad36-3ffb0fdf4609
Submitter's IP Address:	4.30.165.86

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Enterprise Fleet Management, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Enterprise Fleet Management	*
4	Provide your CAGE code or DUNS number:	08-001-5860	*
5	Proposer Physical Address:	600 Corporate Park Drive, St. Louis, MO 63105	*
6	Proposer website address (or addresses):	efleets.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Dain Giesie, Assistant Vice President, Dain.E.Giesie@efleets.com, 314-274-5428	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Dain Giesie, Assistant Vice President, Dain.E.Giesie@efleets.com, 314-274-5428	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michelle Rojas, Business Analyst, michelle.m.rojas@efleets.com, 314-274-4556	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Background and History In 1957, with seven cars and a hunch that customers would embrace the novel concept of leasing automobiles, Jack Taylor founded Executive Leasing Company, what is today known as Enterprise Rent-A-Car. Twelve years later, Enterprise began expanding outside of St. Louis. In 1992, Enterprise surpassed $1 billion in annual revenue and had nearly 10,000 employees in its work force. Enterprise's leasing division became known as Enterprise Fleet Management, serving businesses with small- to mid-sized fleets. In August 2007, the Taylor family acquired the National Car Rental and Alamo Rent A Car businesses. Two years later our operating company adopted the name Enterprise Holdings. Today, with 75,000 employees, 1.85 million vehicles, and annual revenue of $23.9 billion, Enterprise Fleet Management and Enterprise Holdings combine to form one of the largest transportation service providers in the world. Using the expertise that comes from managing such a large worldwide fleet, Enterprise Fleet Management has grown into one of the largest fleet management companies in the nation. We specialize in partnering with companies to develop customized fleet programs which are proven to drive down costs and streamline the processes. Founding Values Our founding values are a simple yet powerful set of beliefs that drives us and are how we hold ourselves accountable every day. Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace: Our brands are the most valuable things we own. Personal honesty and integrity are the foundation of our success. Customer service is our way of life. Our company is a fun and friendly place, where teamwork rules. We work hard…and we reward hard work. Great things happen when we listen…to our customers and to each other. We strengthen our communities, one neighborhood at a time. Our doors are open. Business Philosophy Our goal is to create lifelong relationships with all our Enterprise customers and to exceed expectations through superior customer service. Our founding values are one of the many ways in which we remind ourselves to put our customers' needs first. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.	*
11	What are your company's expectations in the event of an award?	Our goal as a fleet management company is to work with our clients to develop a long-term, sustainable fleet program that will lower their total cost of ownership. We accomplish this through our localized, hands-on approach to account management, industry-leading products and services, technology, and 65 years of experience managing vehicles. As the awarded vendor, Enterprise Fleet Management will work directly with your member agencies to proactively create, implement and manage a cost-effective total transportation solution. It would be Enterprise's expectation that Sourcewell and its employees work in conjunction with Enterprise's local teams to identify optimal strategies on ways to best serve the members.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Ranked on the Forbes America's Largest Private Companies list, Enterprise Fleet Management, together with our affiliate Enterprise Holdings, is unparalleled in size, strength and stability. As a privately held company, it is not our practice to publicly distribute consolidated financial information. However, our conservative and disciplined long-term approach to managing our business has earned us, by far, the strongest balance sheet in our industry. Standard and Poor's Rating Services recently upgraded Enterprise Fleet Management Inc.'s corporate credit rating to BBB+ from BBB. This reflects the financial strength of our company and our long-term approach to our business.	*
13	What is your US market share for the solutions that you are proposing?	Recently, Enterprise Fleet Management was ranked the largest fleet management provider in the United State, according to Automotive Fleet's 2021 Fact Book. We have been operating in the industry for decades. This stability has enabled us to pursue consistently conservative growth and residual value targets, while limiting operational and credit risk. Enterprise's positive outlook reflects our expectations that the company will maintain its industry-leading position in the automotive fleet leasing industry.	*

14	What is your Canadian market share for the solutions that you are proposing?	Currently, Enterprise manages 5,000 leased units, 10,000 non-leased units and over 80,000 rentals across Canada. Enterprise has about 1 percent of the fleet management and leasing market and over 50 percent of the rental market. Enterprise Fleet Management is currently growing at 18.6 percent annually in Canada and over 200 percent in Western Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Service provider	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	o Alberta Corporate License number: 2116040300 o Saskatchewan Corporate License number: 101184133 o Manitoba Corporate License number: 6262881 o GST number: 82540 4205 RT0001: o Saskatchewan PST number: 2476059 o Manitoba PST number: 82540 4205 MC0001	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Enterprise Fleet Management has a distinguished history of receiving awards and accolades. A selection of major honors received in recent years is included below and can also be found on our website. Blue Seal of Excellence from the National Institute for Automotive Service Excellence (ASE) (1997-2020 – 24 years straight) Silver Stevie Award, Innovation in Sales from the Stevie Awards for Sales & Customer Service (2020) Silver Stevie Award, Best Use of Technology in Sales from the Stevie Awards for Sales & Customer Service (2020) Bronze Stevie Award, Innovation in Customer Service from the Stevie Awards for Sales & Customer Service (2020) Bronze Stevie Award, Best Use of Technology in Customer Service from the Stevie Awards for Sales & Customer Service (2020)	*
20	What percentage of your sales are to the governmental sector in the past three years	Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage tens of thousands of government vehicles. There have been no clients that have terminated a contract for non-performance.	*
21	What percentage of your sales are to the education sector in the past three years	Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage tens of thousands of government vehicles. There have been no clients that have terminated a contract for non-performance.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Enterprise Fleet Management partners with Sourcewell, TIPS, and E&I for cooperative purchasing. As a privately held company we do not release specific performance numbers to the public. Enterprise Fleet Management provides services through the use of purchasing co-ops to all public and private schools, colleges, universities, cities, counties, and other government entities.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Enterprise Fleet Management, Inc. does not hold any contracts directly with the GSA.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Kenosha Unified School District	Dan Aiello, Grounds and Vehicle Repair	(262) 359-7541	*
City of Ruston	Michelle Colvin, Purchasing Agent	(318) 251-8631	*
Kings Mosquito Abatement District	Michael Cavanagh, General Manager	(559) 584-3326	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Village Center Community Development District	Education	Florida - FL	Fleet Management Services for 101 vehicles.	213 vehicles delivered	$1,903,139	*
City of Roswell, Georgia	Government	Georgia - GA	Fleet Management Services for 280 vehicles including Accident Management.	117 vehicles delivered	$2,871,939	*
City of Rockville	Government	Maryland - MD	Fleet Management Services for 189 vehicles	74 vehicles delivered	$2,334,939	*
City of Murrieta	Government	California - CA	Fleet Management Services for 44 vehicles including full maintenance and maintenance management	73 vehicles delivered	$2,698,024	*
City of Newton	Government	Maine - ME	Fleet Management Services for 68 vehicles	61 vehicles delivered	$1,350,606	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	Enterprise Fleet Management has experienced leadership at both the corporate and local level. This allows our regional group offices to make decisions at the local level to meet their customers' needs, while providing overall support, infrastructure and centralized services from our corporate teams. Each of our more than 50 Enterprise Fleet Management offices are staffed with more than 500 sales professionals to handle all areas of our customers' fleet programs, including sales. Key positions within the local teams include: Fleet Management Director • The director of the local leadership team who can assist in resolving escalated customer service needs regarding the Sourcewell's fleet management services. Fleet Strategy Manager • Works with Client Strategy Manager to maximize resale/disposal of fleet vehicles • Works with wholesalers nationwide to sell vehicles in an average of 23 days Finance Manager • A member of the local leadership team who can assist in resolving escalated customer service needs regarding the financing of Sourcewell's fleet. Account Executive • Designs, reviews and implements fleet management programs • Supports the Client Strategy Manager in handling Sourcewell's ongoing fleet needs Area Sales Manager • Provides a managerial oversight to the Account Executive and Client Strategy Manager and can provide additional support to Sourcewell as needed Client Strategy Manager • Implements fleet management programs specifically designed for Sourcewell • Reviews Sourcewell's Fleet Profile on a regular basis • Proactively forecasts vehicle replacement needs • Secondary point of contact for fleet related matters Account Fleet Coordinator • Primary contact for Sourcewell's fleet needs • Administers all day-to-day fleet-related matters • Works with Client Strategy Manager to provide turnkey fleet management • Works directly with Sourcewell's employees on fleet issues	*
27	Dealer network or other distribution methods.	As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. We can also offer both new and used vehicles from existing inventory. Vehicle Delivery Enterprise Fleet Management has 17,000 dealers in our database through which we can arrange vehicle delivery. Unless defined otherwise, we start our search for courtesy delivery (CD) dealers with fees under $150 and within 35 miles of the driver. We shop for the best deal for all parties and always look for volume discount opportunities. When applicable we use the same dealers continuously to ensure they understand Enterprise and our customers' expectations. We have detailed instructions letting the dealer know step-by-step what is needed for a smooth transaction, including payment. This is what we expect from our CD dealers: • Acceptance of vehicle, including inspection for damage or missing equipment. • Filing of claims and making arrangements for any necessary repairs. • Preparation of vehicle for delivery, including performing the post-delivery inspection, cleaning the vehicle, and installing any equipment. • Timely delivery of vehicle to driver, including providing excellent customer service and a demonstration of the vehicle. • Application for Title and Registration with the state and installation of license plates or temporary tags.	*

28	Service force.	Call Center Enterprise Fleet Management has a call center with a single toll-free number for all customer support related to vehicle maintenance, roadside assistance, and accident management. The call center is staffed exclusively by Enterprise Fleet Management associates. Our maintenance team's hours are 6 a.m. to 9 p.m. CST Monday through Friday, and 7 a.m. to 4 p.m. CST on Saturday. Our roadside team's hours are 6 a.m. to 7 p.m. Monday through Friday, and 7 a.m. to 4 p.m. on Saturday. Outside of these hours, roadside calls are routed to our partner vendors. Roadside assistance is available 24 hours a day, seven days a week. The National Service Department has a staff of approximately 240 people. We have 53 Maintenance Coordinators who handle preventative maintenance, fluid services, brakes, and tires, along with more than 110 Service Advisors who handle every type of repair — from an oil change to a transmission failure. In addition, we have approximately 39 Service Coordinators who set up tows, lockout services, jump starts, flat tire changes, and other related requests. Supplier Network Enterprise encourages the use of our more than 40,000 Preferred Partners to ensure the highest level of service and greatest value with lower downtimes. In total, Enterprise has established relationships with nearly 90,000 maintenance and repair shops nationwide, which includes dealers and National Account partners. National Account partners include: Firestone, Michelin, Pep Boys, Tire Kingdom, Jiffy Lube, Valvoline Instant Oil Change, Goodyear, Discount Tire, and Grease Monkey. Our partnerships give our customers access to a vast, nationwide network of vendors who are ready to perform routine maintenance and repairs outside of the vehicle warranties.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Enterprise Fleet Management has a dedicated ordering team at our corporate office in St. Louis to place factory orders for each manufacturer. We have developed system tools and a database that allow us to transmit orders from department to department electronically. Our ordering team has access to many of the manufacturer systems, ordering guides, and assigned contacts for any ordering, scheduling, and tracking questions. We track orders with the manufacturers throughout the process. Drivers can also check their vehicle status through our website or through the Enterprise mobile app. Once the vehicles arrive, your Account Fleet Coordinator will work with each driver to coordinate the most convenient method of pickup or delivery for the driver team.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Service Quality index (SQi) is an industry leading metric that is core to Enterprise values. Enterprise uses a Service Quality index (SQi) to measure customer satisfaction for each of our brands. ESQi enables Enterprise to link our employees' career and financial aspirations to consistent and superior service levels with every customer. ESQi is one of the many ways in which we remind ourselves to put our customers' needs first. We also use our customer satisfaction data to monitor changing industry trends, needed enhancements, and local service issues to continually improve and distinguish our service from the competition. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow. Customer Service Philosophy Our goal is to create lifelong relationships with all our Enterprise customers and to exceed expectations through superior customer service. Our founding values are one of the many ways in which we remind ourselves to put our customers' needs first. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow. Founding Values Our founding values are a simple yet powerful set of beliefs that drives us and are how we hold ourselves accountable every day. Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace: • Our brands are the most valuable things we own. • Personal honesty and integrity are the foundation of our success. • Customer service is our way of life. • Our company is a fun and friendly place, where teamwork rules. • We work hard…and we reward hard work. • Great things happen when we listen…to our customers and to each other. • We strengthen our communities, one neighborhood at a time. • Our doors are open.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Enterprise Fleet Management has 50 offices across North America staffed by more than 500 sales professionals. These sales professionals facilitate thousands of meetings each year where they are demonstrating how Enterprise Fleet Management's programs help government organizations. As part of these demonstrations it has become engrained in each salesperson to position our Sourcewell contract as the best way to implement our fleet strategies. They are trained to recommend cooperative purchasing contracts during the sales process as a means of improving the customer experience by reducing unnecessary friction.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Enterprise Fleet Management is able to provide our full range of services to Sourcewell member agencies in Canada. We currently operate three teams in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Enterprise has a unique geographical footprint with more than 50 fleet management offices and more than 4,000 rental locations that will work with members in most geographic areas in North America to provide services or find a solution that fits the needs of the member.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to nearly 2,000 public and private schools, colleges, universities, cities, counties, and other government entities nationwide.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Enterprise Fleet Management currently has lease vehicles in Hawaii, Alaska, and Puerto Rico and operate in accordance with local laws and statutes. All vehicles in Puerto Rico would have dealer stock pricing.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Enterprise will work with Sourcewell to develop a customized marketing strategy that leverages our existing sales teams throughout North America. Because of our company's size and infrastructure, we can also scale up to meet higher demand at a moment's notice. Some of the marketing methods will include: • A marketing banner on the Sourcewell website announcing the partnership and details • Targeting the largest members first to maximize the impact • Local sales teams will meet regularly with current and potential members • Direct-mail campaign with customized fliers featuring program information	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Enterprise Fleet Management uses our customer website (efleets.com) to provide company information and receive online inquiries. In the past, Enterprise Fleet Management has invested in and participated in re-targeting advertising; however, this is a rare occurrence. Enterprise prefers to partner with trusted industry leaders to advertise and communicate to our niche demographic. Enterprise Fleet Management uses LinkedIn for recruiting purposes and does not presently leverage social media at a corporate level. We use Salesforce.com and the Pardot email platform to communicate with customers and prospects that have opted in to receive communications.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Enterprise Fleet Management has 50 fully staffed offices that are trained to recommend cooperative purchasing contracts during the sales process, we provide in depth training on how these contracts work and the benefits on utilizing them over other diligence options. Our expectation for Sourcewell would be to promote and send any leads to our management team and help answer specific questions from the governmental entity regarding utilizing the contract.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our ordering and procurement process is customized for each individual member based on their needs. Our dedicated account teams will meet with each individual member to determine what products and services are needed to create a menu price of vehicles that the member can utilize for ordering. After the selections are made, the member will receive a quote for each vehicle to be approved by the authorized signer.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Your account team will manage, provide and host all driver training and implementation services, including webinars, conference calls, printed materials, online videos, etc. We can provide a wide range of resources and efficient ways to implement these programs to ensure a great foundation for a long-term partnership. This local team will take complete ownership of these processes and take on all aspects of managing the transition and training. We will review all of the options with you and set out a clear plan to meet your needs and make this process as easy as possible for your company. This will be customized to Sourcewell and your drivers' unique needs, and there are no additional costs for implementation and transition services, as this is standard and included in our service offering.	*

41	Describe any technological advances that your proposed products or services offer.	Enterprise Fleet Management uses a combination of online tools, technologies, and automated processes to give our customers complete oversight of their fleets, lower overall costs, and provide convenience for drivers and administrators. These resources complement our local account management teams and allow us to supplement local support with self-service capabilities. Our IT teams are continually updating and enhancing our systems and technologies to provide new features and tools that our customers ask for. Customer Website – Complete oversight on entire fleet and individual vehicles • Customizable dashboards show graphs, data, and analysis that is most important to you • Reporting covering entire fleet, with drill-down capability to individual vehicles • Custom, automatic alerts for maintenance, billing, registrations, renewals, recalls, etc. • Life-to-date maintenance data and complete vehicle history for each vehicle Annual Client Review – Identify and lower costs • Web-based solution for year-over-year fleet analysis led by local Enterprise team • Analyze all fleet costs including maintenance, fuel, insurance, depreciation, etc. • Document goals to develop the best possible fleet cycling plan and lower costs Fleet Planning Toolkit – The right vehicles at the right cost • Vehicle selector allows Enterprise to compare up to six vehicles side-by-side • Integrate all costs for a total cost analysis • Determine the best time to replace your vehicles Auto Integrate – Minimize downtime • Web-based repair and maintenance authorization platform to reduce downtime • Integration with most national account partners for faster approvals • Partnered with more than 35,000 maintenance and repair shops to eliminate billing issues • Real-time maintenance updates • Access to more than 100 ASE-certified technicians employed by Enterprise Mobile App – Convenience for drivers • Fuel station and maintenance shop locator • Click-to-call roadside assistance • Accident reporting (including photos) • Receive alerts • Enter and track mileage • View order status of purchased vehicles • View maintenance cards • Check-in and check-out for vehicles with multiple drivers • Edit incorrect mileage entries	*
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Enterprise Fleet Management not only takes a sustainable approach to its business, but it aligns with the sustainable goals of its partner companies, agencies, and organizations. Some of these combined efforts are as follows: Vehicle Cycling/Fleet Optimization Managing vehicle emissions can represent a key component of customers’ environmental commitment and corporate social responsibility efforts, but companies can only manage what they can measure. It is the fundamental principle of fleet optimization — getting all the data needed to make smart decisions about vehicle cycling. In addition to the traditional vehicle emission consisting of acquisition cost, maintenance expenses and residual value, our team provides additional data points. Enterprise Fleet Management can help add a comprehensive environmental dimension to vehicle-cycling decisions, which includes fleet emissions, fuel efficiency, and direct and indirect remediation costs. Carbon Reporting and Offsets Commercial operations may have limited options for reducing the environmental impact of their fleet. Enterprise Fleet Management can simplify the benchmarking process and offer a tailored, accurate report on vehicle emissions. This data can then be used to influence fleet management choices, such as vehicle selection and replacement, or the decision to participate in a carbon offset program. Verified carbon offsets can provide an appealing option for fleet operators who would otherwise have few practical ways to reduce the impact of their vehicle emissions. In essence, these offsets are contracts to invest in projects and technologies that remove carbon dioxide from the atmosphere. Enterprise Fleet Management can help you purchase these offsets through a trusted third-party partner, TerraPass. TerraPass invests in alternative-energy projects to remove harmful greenhouse gases from the atmosphere. Enterprise Fleet Management — through the Enterprise Holdings	

Foundation, our philanthropic arm — will also match a portion of each customer's greenhouse gas offset purchase.

Energy and Facilities Management

Enterprise Fleet Management's corporate office in St. Louis received LEED Gold Certification from the U.S. Green Building Council's green building rating program — the second-highest LEED certification available.

The building was certified, in part, for:

• being built on previously developed land to reduce the impact on virgin ground.
• installing low-flow fixtures that reduce the building's water use by 46 percent.
• using LED lighting fixtures that reduce the electricity used for lighting by 56 percent.
• recycling and repurposing 92 percent of construction waste, which reduces the amount of material sent to landfills.

Corporate Social Responsibility Policy

Owned by the Taylor family of St. Louis, Enterprise Fleet Management is an affiliate of Enterprise Holdings, the largest car rental company in the world. From our executive suite to our branch locations, we know that healthy and prosperous communities are the lifeblood of our business. That is why Enterprise Holdings and Enterprise Fleet Management are committed to promoting long-term community growth and prosperity — through our economic impact and employment, local foundation grants, global philanthropic initiatives, corporate sustainability, and, of course, sustainable transportation options. *

We believe that strong business growth is built on putting the needs of customers, the growth of employees, and the health of local communities first. Through our global Corporate Social Responsibility (CSR) efforts, we are investing in making our business and our world a better place through initiatives that:

• promote the viability of mobility and alternative fuels.
• increase access to fuel-efficient vehicles.
• improve the resource efficiency of our operations.
• minimize waste throughout the lifecycle of our vehicles.
• minimize the impact of vehicle leasing and rental by offering carbon offsets that support renewable energy projects.
• support causes that improve the quality of life in local communities.
• enhance relief efforts in the wake of natural disasters.

In addition to these efforts, a robust set of policies and a CSR Governance Council guide our approach to sustainable business management. The most important of these policies and programs are summarized below:

• Carbon Offsets
• Duty of Care
• Supplier Code of Conduct
• Human Rights
• Safety Recalls
• Workplace Ethics
• Employment and Equal Opportunity
• Founding Values
• Privacy and Safe Harbor
• Subsidiaries and Franchisees
Sustainable Maintenance Programs

When it comes to sustainable transportation, our approach is quite simple — little things can make a big difference. As a result, corporate sustainability is an ongoing pursuit to shrink our impact.

For example, we recycle, repurpose and reduce materials wherever possible. Our thorough vehicle maintenance program also helps lower costs, divert waste from landfills and reduce reliance on non-recycled materials.

Our commitment to sustainability is based on both a comprehensive understanding of critical details as well as the long-term picture of success. Reducing our environmental impact is ultimately about making responsible choices and following sustainable business practices:

• Managing Materials Responsibly
• Recycling Windshields
• Prioritizing Fuel Efficiency
• Renewing License Plates
• Using Water-Based Paints
• Re-Refining Oil and Recycling Filters
• Repurposing Tires

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While Enterprise Fleet Management does not qualify as a minority- or woman-owned business, our company has a Supplier Diversity program which is a strategic initiative to grow our business by utilizing such businesses. Purchasing goods and services from businesses that are classified as small, minority-owned, woman-owned and other nationally or federally recognized designations solidifies Enterprise as a responsible corporation and a driver of economic growth. Good Faith Plan Our commitment to the principles of equal employment opportunity (EEO) and affirmative action (AA) is communicated in our employee handbook, posted in all branch offices companywide, and integrated in our mandatory companywide diversity training. Small Business Enterprise (SBE) & Minority and Women Business Enterprise (MWBE) • Identify opportunities for SBE/MWBE certified vendors to provide goods and services. • Send letters to interested SBE/MWBE vendors encouraging them to contact us with proposals in regard to providing goods and services and keep a log of all letters, contacts, responses, and nonresponses. • Encourage other vendors who may be eligible to apply for certification and assist each SBE/MWBE contacted that needs assistance in obtaining bonding, lines of credit, or insurance as required • Negotiate in good faith with interested SBE/MWBE Certified Vendors • Join and support local and national minority, women, and small business organizations. • Advertise in local and national DBE-focused publications for vendors that can provide needed goods and services. • Encourage drivers to utilize DBE & M/WBE vendors for maintenance and repair based on each company's needs. • In addition, Enterprise and National are also members of numerous local programs including NMSDC affiliates, ethnic chambers, NAWBO chapters, WBENC regional chapters, Urban Leagues, etc.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	At Enterprise Fleet Management, we believe the following are differentiating factors that distinguish us from the competition: • Fleet Expertise/Experience: Because we own and operate 1.85 million units worldwide, together with affiliate Enterprise Holdings, we are keenly aware of industry trends, recalls, vehicle values, new model enhancements, regulatory issues, manufacturer updates, and more. • Sales force & Infrastructure: Our local account team presence — more than 50 fleet locations nationwide and over 500 fleet professionals locally along with our manufacturer relationships differentiate us from the competition. Enterprise has local offices around the country with teams who can meet face-to-face and serve our customers. • Total Cost of Ownership Approach: Through managing our own fleet of vehicles, we are experts at analyzing each cost bucket to ensure that we are operating at the lowest cost of ownership and we bring this forth to our clients as well. • Logistics: We are constantly picking up, delivering, and moving our own fleet units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers. • Vehicle Resale: Our more than 700 experienced remarketing professionals are what make the Enterprise service so effective. We invest more in this area of business than any of our competitors, and we have a wide network of remarketing offices across the nation. We use our knowledge and experience to remarket vehicles through the appropriate channels to maximize the sales price. • Physical Damage Claims and Subrogation: As a company, we are self-insured and have in-house teams that handle subrogation and claims services. Because this affects our bottom line, we have unmatched experience, resources and employees managing this area, and this greatly sets us apart from our competitors.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Warranties vary by manufacturer, vehicle type, make and model, etc.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty details — including any mileage limits or other restrictions — vary by manufacturer, vehicle type, make and model, etc. We will advise and advocate on behalf of our customers when needed as well. Because we maintain strong relationships with vehicle manufacturers and our dealer partners, we can often work directly with them to help recuperate warranty costs for our customers on a case-by-case basis.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most standard vehicle warranties do not cover these expenses.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This will depend on the manufacturer's dealer network. When needed, Enterprise's National Service Department will work with the drivers to find an approved shop for warranty services that is close to their location. Because of the vast network of dealers that our company utilizes, we are able to easily manage these situations for our customers.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranty coverages are provided by the applicable manufacturer.	*
51	What are your proposed exchange and return programs and policies?	In most cases, Enterprise will acquire vehicles that are new from the factory and under the manufacturer warranty. We will also proactively plan with each member to ensure they are ordering the specific vehicles that are needed, including make/model, available options, any additional equipment or up-fitting required, etc. Your Client Strategy Manager will perform a cost analysis to make sure we are ordering and cycling vehicles at the proper time. We will also do a side-by-side vehicle comparison to verify that Sourcewell is using the most cost-efficient vehicles for your needs. We will work with Sourcewell to make sure drivers are getting the correct vehicle for their application, and within the boundaries set by Sourcewell.	*
52	Describe any service contract options for the items included in your proposal.	Enterprise Fleet Management's goal is to provide Sourcewell with the most comprehensive service possible. To do this, we offer several additional options for convenience and maximum efficiency: Fuel Card We partner with WEX for fuel card services. The WEX fuel card management program offers three main benefits: • Convenience: Card accepted at more than 180,000 U.S. locations • Security: Cards with driver identification issued to the driver assigned to the vehicle • Control: Card program offers various controls to help manage your fleet's fueling expenses WEX offers product-type control, merchant control, real-time alerts, and flexible exception reporting as powerful tools to monitor abuse. Exceptions include total dollars spent, total gallons filled, days of the week, time, type of fuel, etc. In addition to the exception report sent monthly, WEX also offers flexible exception reporting, which reports exceptions via email on a daily, weekly, or monthly basis. Your account management team will work with you to establish exceptions that can be viewed on a monthly report. In addition, the WEX Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts: • Review transaction activity • Identify potentially abusive or fraudulent behavior • Notify customers when such behavior occurs GPS Our fleet vehicles can be equipped with a Geotab telematics device. This functions as a GPS tracking device, with additional options such as driver safety, odometer capture, accelerometer, and engine diagnostics. Geotab's unique technology provides added value to your fleet and your business by addressing the following needs: • Safety: Breakthrough accident detection, safer driving behavior, in-	

		vehicle driver coaching • Cost Reduction: Lowered worker's compensation claims, lowered bent metal costs • Productivity: Real-time and archived GPS vehicle tracking, route optimization, fuel consumption monitoring • Engine Health: Engine diagnostics, improved preventative maintenance, overall improved vehicle health • Compliance: Accurate HOS and/or IFTA reporting Enterprise's customer data shows that Geotab has reduced miles traveled and fuel costs, increased fleet productivity, improved workforce utilization, improved service response times and reduced downtime related to maintenance issues. We have also seen an improvement in driver safety through the accelerometer component of our solution. Full Maintenance Enterprise's Full Maintenance program covers lessees nationwide and is available for most makes and models in your fleet. The program is completely managed by Enterprise and will not require any internal approval of repairs or review of monthly invoices. Cost is based on vehicle type and driving pattern. • Monthly cost is fixed for the term of the vehicle • Coverage is available up to 100,000 miles • Covers all routine services recommended by the manufacturer • Covers all unexpected repairs (not related to damage or neglect) • 24/7 roadside assistance and towing is included • Brakes, tires, and loaner vehicles can be included • Windshield repair, fueling service, and other miscellaneous items are available • Sourcewell can set up and send automatic service reminders through Enterprise's website Maintenance Management With Enterprise's Maintenance Management program, authorization and maintenance / repair limits are similar to our Full Maintenance program. Enterprise manages the process and contacts the client when additional approval is needed. Through this program, repairs are charged as needed and passed directly through to Sourcewell for a flat monthly fee. Enterprise leverages our agreements and relationships with vendors to ensure both labor and parts are charged at a fair market value.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services	Providing completely satisfied service to Sourcewell is important to us. As a result, we plan to collect ESQi feedback from Sourcewell drivers and employees twice a year, and annually from management. This feedback will allow us to highlight areas of improvement and areas of success.	*
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Our performance as Sourcewell's fleet management partner is measured by success in three core areas, customer satisfaction, customer retention and fleet growth. We strive to reduce our customers' total cost of ownership in several categories, including maintenance costs, fuel spend, acquisition costs and resale gain. Some of the ways in which we accomplish this include: • Active management of vehicle lifecycle to minimize fuel and maintenance spend • Annual fuel and maintenance spend benchmarking to decrease total cost of ownership • Comparison of vehicle makes and models to provide better total cost of ownership • Increased equity gain at disposal through proactive fleet planning and forecasting • Continuing review of resale market to identify best disposal method and holding period • Comparison of Enterprise resale performance against industry standards • Management of Sourcewell incentive programs to reduce acquisition costs • Review of vehicle application to "right-size" makes and models that are best suited for Sourcewell needs • Review driver and administrator feedback to maximize driver satisfaction	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Payment Terms Payment terms are Net 30. Payment Enterprise offers several payment options to our clients: • Direct debit – payments are withdrawn on the 20th of each month • One-time ACH – can be completed via phone or email • Check – can be mailed or overnighted to Enterprise • Wire/ACH push – can be set up through Enterprise's bank	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Your local Enterprise team will work with you to customize the lease terms and provide you with the most cost-effective leases that meet your specific needs. Enterprise offers four types of funding solutions. They are an Open-Ended Equity Lease, Closed-End Lease, Prepaid Lease, and Finance. • Open-Ended Equity Lease: flexible option that allows the lessee to turn in the vehicle before the lease term with no early termination penalties, the company/agency can get out of the lease at any time; there is always a payoff amount. If the value of the vehicle is greater than the payoff, that money or equity can be put toward another lease. If the value of the vehicle is less than the payoff, Enterprise will bill the company/agency the difference. • Closed-End Lease: allows for a lower monthly payment based on vehicle usage, geared towards individuals that drive minimal miles. • Prepaid Lease: allows the lessee to take advantage of discounted interest rates by paying all rent up front. • Traditional Purchase Finance: allows Sourcewell to take ownership of the vehicle at the end of the financed/lease term without paying the reduced book value. Open-Ended Lease Agencies commonly find it difficult — sometimes impossible — to fund a healthy vehicle lifecycle. Many of these organizations turn to a bridge funding mechanism to facilitate their necessary vehicle replacements. Enterprise Fleet Management features an Open-Ended Lease product to help bridge any funding gaps. Our Open-Ended Lease is characterized by: • Improved cash flow • No mileage restrictions or wear-and-tear charges • Flexible financing options • Customized terms for use and type of vehicle • Retention of ownership rights In most programs, a vehicle would be purchased outright from the capital budget and kept in-fleet until a specified time when it was sold. However, to increase flexibility, our Open-Ended Lease allows for funding of only the time the vehicle is used. This approach allows companies to pay the minimum value for the use of the vehicle on a monthly basis, improving cash flow. The mechanics of this lease involve financing the difference between the vehicle's purchase price and a conservative Reduced Book Value (RBV), which is based upon the anticipated market value in consideration of the vehicle's age and application. Lease Terms Enterprise Fleet Management can offer lease terms as short as 12 months and as long as 60 months, or at any six-month interval in between. While we do not offer initial lease terms beyond 60 months, our Open-Ended Leases can be structured with a Reduced Book Value at 60 months that can be paid off or extended for an additional 12 or 24 months, or continue month to month until the Reduced Book Value has been completely paid off.	*

57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have attached our sample contracts.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We cannot accept a P-card payment at this time.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Inclusive, Upfront Pricing Calculating fleet expenses to account for both direct and indirect costs can be difficult. That's why we provide inclusive pricing upfront as well as predictive cost tools. We think you deserve a clear view of all costs moving forward to plan for spending throughout the year – and beyond. Integrity and Transparency We don't believe in complicated contracts or hidden fees. Our Client Strategy Managers will only provide honest, informed recommendations that benefit your business. You'll also have access to the same fleet information through our Client Website, ensuring you see what your Client Strategy Manager sees, and can work with them to maximize your investment. Flexible Options Enterprise Fleet Management offers a variety of fleet leasing and financing services. We want our clients to be able to choose the financing plan that works best for their business and operating needs, whether they need an open-end, close-end, or self-funded program. We'll adapt to your needs. We have uploaded our pricing materials as instructed.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts range from 5-25 percent off the manufacturer's suggested retail price (MSRP). For example, the MSRP for a typical Ford Explorer would be $36,540. With our purchasing power and discounts provided to Sourcewell Members, the delivered price would be $31,232, 15% savings. In some cases the manufactures do offer free options that provide additional discounts, if available. Capitalized cost is the factory invoice, less manufacturer-provided incentives less any applicable advertising	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Through a team of incentive analysts at our operations headquarters, partnerships with manufacturers, and relationships with dealers, we work to get the best incentives available for our customers. The team tracks a wide range of retail incentives and enters those in our database, which compares them to the standard fleet, association, and upfit incentives that may be applicable. Through our relationships with manufacturers and zone representatives, we work to obtain and maximize any special or client-specific incentives available. Manufacturers sometimes provide us with special incentives that are not available through other avenues and we use those as needed. For ancillary programs such as Full Maintenance and Maintenance Management, additional discounts on parts and labor are passed through to our customers.	*

62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Enterprise will provide a quote for each sourced product that will include any discounts that Enterprise receives. We do not mark-up any quotes or charge for coordinating supply or installation — this is a part of Enterprise’s standard service. Enterprise Fleet Management will coordinate the up-fit of any needed aftermarket equipment. We have established relationships with local and national vendors that supply these items and will deliver the equipment in a work-ready state. Enterprise will plan ahead with vendors to have equipment ready for installation once the ordered vehicles are delivered to ensure that the vehicles are ready for service as soon as possible. Enterprise will negotiate on behalf of the member agency to leverage volume discounts and deliver the lowest possible price on any needed equipment. The equipment can be billed up front or capitalized as a part of the lease structure. In both scenarios, the member will own the equipment at the conclusion or termination of the lease. Enterprise is able to sell customer-owned units as an additional benefit if the end user signs our consignment agreement. We have included a sample consignment agreement.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Costs for registering a vehicle are passed through directly to the end user. All other costs are addressed throughout our provided pricing offerings.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	For a majority of our deliveries, vehicles will be sent to the dealer that is closest to the end user so they can pick up the unit directly. We can also coordinate with the dealer or our own employees to deliver the vehicles. Certain charges may apply based on distance to the driver and other factors.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Enterprise has a large network of dealerships throughout these regions that can assist with vehicle logistics and delivery. Along with our dealer network, we have a large number of employees within these regions — either through an Enterprise Fleet Management office or an affiliate Enterprise Rent-A-Car or National Car Rental rental location — who are available to assist with vehicle delivery and pick-up.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Enterprise employs one of the largest teams of drivers in the industry. This allows us to quickly and easily manage vehicle logistics for our fleet customers. Because we own and operate 1.85 million units worldwide, together with affiliate Enterprise Holdings, we are constantly picking up, delivering, and moving our own fleets units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers.	*

Table 11A: Pricing Grid: Acquisition Terms

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
67	Interest Rate Index Used	3 year t-bill Canadian 3yr Bond	US: 350 basis points over 3 year t-bill Canada: Canadian 3yr Bond + 300 basis points	*
68	Basis Points	US: 350 Canada: 300	US: 350 basis points over 3 year t-bill Canada: Canadian 3yr Bond + 300 basis points	*
69	Domestic Factory Order Vehicles	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) $60 acquisition fee plus (+) courtesy delivery fee (variable $150-$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) $275 acquisition fee plus (+) courtesy delivery fee (variable $150-$450 depending on location)	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) $60 acquisition fee plus (+) courtesy delivery fee (variable $150-$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) $275 acquisition fee plus (+) courtesy delivery fee (variable $150-$450 depending on location)	*
70	Foreign Factory Order Vehicles	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) $60 acquisition fee plus (+) courtesy delivery fee (variable $150-$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) $275 acquisition fee plus (+) courtesy delivery fee (variable $150-$450 depending on location)	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) $60 acquisition fee plus (+) courtesy delivery fee (variable $150-$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) $275 acquisition fee plus (+) courtesy delivery fee (variable $150-$450 depending on location)	*
71	Domestic Dealer Stock Vehicles	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) $60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+)Courtesy Delivery Fees $150-$450 depended on Delivery Location Plus (+) $275 Acquisition fee	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) $60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+)Courtesy Delivery Fees $150-$450 depended on Delivery Location Plus (+) $275 Acquisition fee	*
72	Foreign Dealer Stock Vehicles	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) $60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+)Courtesy Delivery Fees $150-$450 depended on Delivery Location Plus (+) $275 Acquisition fee	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) $60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+)Courtesy Delivery Fees $150-$450 depended on Delivery Location Plus (+) $275 Acquisition fee	*

Table 11B: Pricing Grid: Incentives

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
73	Federal Tax Incentives	100%	100% of end user eligible incentives are passed to the member	*
74	State Tax Incentives	100%	100% of end user eligible incentives are passed to the member	*
75	Manufacturer Incentives	100%	100% of end user eligible incentives are passed to the member	*

Table 11C: Pricing Grid: Maintenance & Fees

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
76	Fixed Maintenance	Variable (Avg. $60-$90) per month per vehicle	Pricing on average is $60-$90 based on vehicle type and anticipated miles and usage driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member, Coverage is available up to 100,000 miles, covers all routine maintenance recommended by the manufacturer and any unplanned repairs that come up as long as they are not abuse.	*
77	Occurance Maintenance	$6 per month card fee per vehicle plus cost of service and parts	$6 per month card fee per vehicle plus cost of service and parts	*
78	Management Fee	0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	*
79	Service Charge	US $400.00 Canada $495.00	US $400.00 Canada $495.00	*
80	Lease Termination Fee	$0 Termination Fee for Equity Leases, Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement section 14.	$0 Termination Fee for Equity Leases, Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement section 14.	*
81	Interim Interest Yes/No, How is it calculated?	NO	N/A	*
82	Resale Fee	$395	For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of $395.00 (“Service Fee”) plus towing at prevailing rates, applies to member owned/non-leased units	*
83	Provide fees not listed + rate	Optional services offered	Enterprise Fleet Management offers additional services to our clients, these programs and plans are described in the technical proposal under the pricing grid.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
84	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
85	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Enterprise will set a pricing plan up for the Sourcewell program within our system. This pricing plan will be hard-coded for all Sourcewell members and cannot be deviated from by any sales or support team member. Quarterly, we will review deliveries that have been placed and delivered through the Sourcewell program to ensure compliance and accuracy. We will provide a detailed breakdown to Sourcewell monthly or quarterly for review depending on preference.	*
86	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Example metrics to be tracked and measured are new customers utilizing the awarded contract, total orders and total deliveries. Our goal is to create lifelong relationships with all of our Enterprise customers. As a result, we collect customer satisfaction results from a variety of sources to ensure we are meeting our customers' needs. Those sources include our internal Service Quality index (SQi) process, external surveys such as the J.D. Power Satisfaction Survey, and a range of other customer service inquiries. The results are closely monitored, and any necessary changes are made to improve customer satisfaction.	*
87	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Enterprise will offer Sourcewell and your members access to our fleet management program and pay Sourcewell a quarterly marketing fee based upon the volume of Combined New Deliveries generated as defined below. Deliveries to qualified members during the term of the contract is $125.00 per new delivery. Qualified members are eligible members who utilize the Agreement between Sourcewell and Enterprise Fleet Management as an approved means to satisfy proper due diligence and competitive requirements. Enterprise Fleet Management retains the right to offer discounted promotional pricing on a market by market basis.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
88	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Enterprise Fleet Management offers a full range of customizable fleet solutions to our customers, including: • Total cost of ownership analysis and comparisons • Dedicated local account team assigned to each client to make ongoing cost saving recommendations • Company fleet policy consultation • Insurance consultation and programs • Customizable lease options and financing • Detailed driver analysis • Fleet selection and acquisition • Maintenance and fuel program management for both leased and client owned vehicles • Four-year cost model development • License, title and renewal services for both leased and client owned vehicles • Customizable website dashboard with near real-time data and reporting • Remarketing and resale for both leased and client owned vehicles • Driver Safety programs	*
89	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our clients enjoy the benefits of Enterprise's sustained 65-year investment in infrastructure that enables us to quickly and efficiently move vehicles into and out of service. This includes 150 staging grounds throughout the U.S. and Canada staffed by 700 dedicated remarketing specialists, as well as 800 professionals at our corporate office. We have teams dedicated to specific aspects of our service, including License and Title, Maintenance, Risk Management, Accounting, Information Technology, and Vehicle Acquisition. As a result, Enterprise Fleet Management is able to provide Sourcewell with a complete fleet management program that includes: • Fleet cost analysis • Company fleet policy constitution • Insurance consultation • Detailed driver analysis • Fleet selection • Maintenance and fuel program management • Customized fleet plan based on your specific needs We also provide a range of ancillary solutions to address specific needs throughout the vehicle lifecycle: • Universal fuel card management • Personal-use reporting • Vehicle sharing technology • Maintenance services from ASE-certified technicians • Accident Management services from I-CAR certified professionals • Insurance coverage through our broker, Lockton	*

Table 148: Depth and 8readth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

ine Item	Cate or or T pe	Offered	Comments	
90	Services for the acquisition by Sourcewell participating entities, whether by lease or financing, of on-road vehicles of all types or classifications, all weight classes, and all engine types	◉ Yes ○ No	As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. This includes specialty vehicles and Emergency Response Vehicles.	*
91	New vehicle service and preparation for the vehicles described in Line 90 above, such as, pre-delivery inspection, parts and accessories installation, and vehicle marking application or installation	◉ Yes ○ No	Through our Fleet Management programs we are able to offer all of these services.	*
92	Preventative maintenance plans, vehicle maintenance and repair services, and related service level agreements for Sourcewell participating entity on-road vehicle fleets of all types	◉ Yes ○ No	Through our Fleet Management programs we are able to offer all of these services.	*
93	In addition to the solutions described in Lines 90-92 above, proposers may include a complementary offering of the following ancillary services: i. Short-term rental programs; ii. Upfitting of after-market programs; iii. Fleet management information technologies, such as: telematics, fleet monitoring, fuel management, fuel tank management, and motor pool/fleet sharing software and systems; iv. Roadside assistance including towing, emergency towing, and repairs; v. Installation, operation, and maintenance of dedicated charging and fueling stations; and vi. Vehicle battery longevity monitoring and replacement plans.	◉ Yes ○ No	Through our Fleet Management programs we are able to offer all of these services.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure our submission document(s) conforms to the following :

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Pricing-Final.xlsx - Tuesday March 01, 2022 14:16:51
- Financial Strength and Stability - Enterprise Financial Stability.pdf - Tuesday March 01, 2022 14:16:39
- Marketing Plan/Samples - Sample Marketing Plan.pdf - Tuesday March 01, 2022 14:19:21
- WM8E/M8E/S8E or Related Certificates - Wade Ford 2022 GMSDC Certificate.pdf - Tuesday March 01, 2022 14:27:57
- Warranty Information - Sample Warranty Information.pdf - Tuesday March 01, 2022 14:26:14
- Standard Transaction Document Samples - Sample Quote 2427574.pdf - Tuesday March 01, 2022 15:27:53
- Upload Additional Document - Sourcewell Submission.zip - Tuesday March 01, 2022 14:20:22

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Dain Giesie, Assistant Vice President, Enterprise Fleet Management, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Fleet_Mgmt_Services_RFP_030122 Mon February 21 2022 04:30 PM	☑	2
Addendum_2_Fleet_Mgmt_Services_RFP_030122 Thu February 17 2022 08:53 AM	☑	3
Addendum_1_Fleet_Mgmt_Services_RFP_030122 Thu January 13 2022 04:26 PM	☑	1

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.4

DATE: July 16, 2024

TO: City Council

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

SUBJECT: Public Project Agreement 32400551 with West Star Environmental, Inc. for Oxnard Wastewater Treatment Plant Fuel Management System Replacement Project (Rebid), Specification No. PW 23-13R2.

RECOMMENDATION

That the City Council approve and authorize:

1. A total of $301,560 in Project funds for the Oxnard Wastewater Treatment Plant Fuel Management System Replacement Project (Rebid), Specification No. PW 23-13R2;
2. The Mayor to execute an Agreement with West Star Environmental, Inc. in the amount of $251,300 with a Project contingency amount of $25,130 (10%) with West Star Environmental, Inc. for a total not to exceed value of $276,430 for the Project;
3. A Project allocation amount of $25,130 (10%) for engineering, inspection, and project management for the Project;
4. Adding Oxnard Wastewater Treatment Plant Fuel Management System Replacement Project to the City of Oxnard Five Year Capital Improvement Program; and
5. A new Fiscal Year 2024-25 project budget appropriation of $301,560 from the Wastewater Operating Fund (611) available fund balance as well as the corresponding Wastewater Capital Fund (612) transfer in / appropriation in the same amount.

(Public Works and Transportation Committee approved 2-0 on June 25, 2024.)

BACKGROUND

The Oxnard Water Resource Recovery Facility (WRRF) is equipped with two 10,000-gallon fuel tanks which play a critical role in supporting daily operations. These tanks are used for fueling wastewater vehicles and standby generators in the plant and at lift stations. The gas fuel station was installed in 1999 and the diesel fuel station was installed in 2002. There have not been any modifications or upgrades to the fuel station since installation.

The fuel station requires the replacement of aging equipment to maintain the reliability and functionality of the system. The primary components in need of replacement include the fuel pumps and dispensers, piping, and fuel management system. The wastewater environment and the facility's proximity to the ocean subjects the equipment to harsh environmental conditions. Over time, these conditions have caused the deterioration of the existing fuel pumps and piping. The corrosion and wear degrades the equipment's performance, which may result in the complete failure of the system. Replacing the fuel station equipment is essential to ensuring uninterrupted service and operational readiness.

Capital Improvement Program (CIP) Reference:

The scope of work for the Oxnard Wastewater Treatment Plant Fuel Management System Replacement Project began as a

maintenance project, estimated to be under $200,000, and not included in the CIP. Under the City's policy, any project over $200,000 is classified as a capital improvement project. If approved, this Project will be added to the Council-approved 2025-2029 CIP.

DISCUSSION

The specific work for this Project includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work to replace the existing fuel system equipment and management system.

The work is tentatively scheduled to begin in August 2024 and continue into December absent any delays for supply chain issues, unforeseen site conditions, or weather.

This project was bid twice before, with the first receiving no bids and the second receiving two bids which were rejected due to the bidders' failure to provide documents that met the request for bids. The third notice inviting formal bids (NIFB) on the Project was published on April 18, 2024, and bids were due on May 8, 2024. The City received the following responsive bids:

West Star Environmental, Inc.: $251,300
EFS West, Inc.: $523,204

The lowest responsive bidder is West Star Environmental, Inc. (West Star). Following this determination, procurement staff reviewed all documentation received from West Star and its subcontractor. Procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the Project be awarded to West Star.

In addition to the project award amount of $251,300, staff recommends authorizing $50,260 for the project, which includes $25,130 for project contingency (10% of the contract costs) and $25,130 for the cost of related engineering services and City staff time (10% of the contract cost). Engineering services include the following activities during construction: engineering, inspection, and project management. These recommendations bring the total estimated cost of the project to $301,560.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Project is $301,560 which includes construction, contingency and related engineering and project management. The Oxnard Wastewater Treatment Plant Fuel Management System Replacement (Project No. TBD) will be funded from new budget appropriations from the Wastewater Operating Fund (611) and the corresponding Wastewater Capital Fund (612).

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 2-0 on June 25, 2024 to approve the staff recommendation and to forward the item for Council approval.

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

ATTACHMENTS

1. 32400551 West Star PW 23-13R2

CONSTRUCTION CONTRACT
BY AND BETWEEN
THE CITY OF OXNARD
AND WEST STAR ENVIRONMENTAL, INC.
FOR
OXNARD WASTEWATER TREATMENT PLANT FUEL MANAGEMENT SYSTEM REPLACEMENT PROJECT (REBID)
SPECIFICATION NO. PW 23-13R2.

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered this _____ day of _____, 2024 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and WEST STAR ENVIRONMENTAL, INC. ("Contractor"). Contractor's license number is 605142. The City and Contractor are sometimes hereinafter referred to as a "Party" and collectively referred to as the "Parties."

RECITALS:

WHEREAS, the City requires construction of Oxnard Wastewater Treatment Plant Fuel Management System Replacement Project (Rebid) as more fully described in the solicitation documents issued by the City for Specification No. PW 23-13R2 (the "Project"); and

WHEREAS, on April 18, 2024, the City issued a Notice Inviting Bids and Contract documents to prospective bidders for the Project. In response, Contrator submitted a Bid which the City determined to be the lowest responsive and responsible bid; and

WHEREAS, Contractor is a duly organized corporation in good standing in the State of California, and represents that it has the background, knowledge, experience, expertise and resources to perform the Work and other obligations encompassed by this Contract; and

WHEREAS, at its meeting held on July 16, 2024, the Oxnard City Council duly accepted Contractor's Bid for the Project and directed that a written agreement for the Project be entered into with Contractor; and

WHEREAS, in light of the facts set forth above and the certifications made by Contractor as part of its Bid, the City desires to retain Contractor to perform the construction Work for the Project as set forth in this Contract and in the Contract Documents, as hereinafter described.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Contract by this reference, as though set forth herein.

2. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

a. Contract Documents. The Contract Documents consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference. Said Contact Documents are complementary; what is called for in one is binding as if called for in all, and together constitutes Contractor's performance obligations:

(1) This Contract and its attached Exhibits, subject to the limitations in Sections 9 and 20 with respect to Exhibit "A" (Contractor's submitted Bid Proposal as accepted by the City);
(2) Change Orders issued and approved by the City;
(3) Regulatory Permits from other agencies specified in Appendix A of the bid package or as may otherwise be required by law;
(4) Bid Addenda issued by the City;
(5) Notice Inviting Bids and Instructions to Bidders;
(6) Plans;
(7)Special Provisions;
(8) Greenbook 2018 Edition;
(9) Appendices;
(10) Bid Forms and attachment thereto;
(11) Performance Bond;
(12) Payment Bond.

3. CONTRACTOR'S OBLIGATIONS

a. Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents, and to the satisfaction of the City Engineer or his/her designee (hereinafter the "Project Manager").

b. Until the acceptance of the Work, the Contractor shall have the responsible charge and care of the Work and of the materials to be used therein, (including materials for which partial payment has been received or materials which have been furnished by the Owner), and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work

c. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance, and shall bear the expense thereof. Where necessary to protect the Work or materials from damage, the Contractor shall, at the Contractor's expense, provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage.

d. The suspension of the Work from any cause whatever shall not relieve the Contractor of his responsibility for the Work and materials as herein specified. If ordered by the Owner's Representative, the Contractor shall, at the Contractor's sole cost and expense, properly store materials which have been partially paid for by the Owner or which have been furnished by the

Owner. Such storage by the Contractor shall be on behalf of the Owner, and the Owner shall, at all times, be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site for the work when requested. The Contractor shall not dispose of any of the materials so stored, except with written authorization from the Owner.

e. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at the Contractor's discretion to prevent such threatened loss or injury, and shall so act as though instructed to do so by the Owner.

f. Notwithstanding the foregoing provisions of this article, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an Act of God, in excess of five (5) percent of the contracted amount, provided the work is built in accordance with accepted and applicable building standards and the approved Plans and Specifications.

(i) "Acts of God" shall include earthquakes in excess of a magnitude of 3.5 on the Richter Scale, wildfires and tidal waves.

4. LICENSES REQUIRED

a. The Contractor shall possess a valid Class A Contractor's license issued by California State Contractors License Board.

b. If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty Classification C-31.

c. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor or Subcontractor not so licensed is subject to the penalties imposed by such laws.

d. The Contractor will also be required to possess a City of Oxnard business license at the time of Contract award.

5. CONTRACT PRICE; PAYMENT AND RETENTION

a. As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor TWO HUNDRED FIFTY ONE THOUSAND THREE HUNDRED DOLLARS, ($251,300.00) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with Contractor's Bid Proposal (attached hereto as Exhibit "A") subject to the provisions of this Contract and the Contract Documents.

b. Procedures relating to payment and retention are set forth in the Special Provisions.

6. CONTRACT TIME; NOTICE TO PROCEED; TERM

a. Contract Time. The Work under this Agreement shall be diligently prosecuted to completion before expiration of ninety (90) Working Days after the issuance of the Notice to Proceed. The City will not issue a Notice to Proceed to the Contractor until this Contract, including payment and performance bonds, insurance documents, business tax certificate have been executed and/or approved by the City.

b. Notice to Proceed. No work, service, material, or equipment shall be performed or furnished under this Contract unless and until a Notice to Proceed has been given to the Contractor by the City. Contractor shall commence Work pursuant to the Contract Documents and as directed by the City in the Notice to Proceed, and diligently execute the same to completion within the Contract Time. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

c. Term. The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has completed all Work pursuant to the Contract Documents, the City has accepted all Work, and the Contract Term has ended, unless the Contract has been otherwise terminated by the City.

7. DISPUTE RESOLUTION AND CLAIMS PROCEDURES

a. Public Contract Code Section 9204. For purposes of any Public Works Claims filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204) under this Contract, the claims procedures in Public Contract Code Section 9204 ("Section 9204") and the provisions of this Section shall apply. Public Contract Code Section 9204 is set forth in full in Section 2- 10 of the Special Provisions.

i) In the event of a Section 9204 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 9204 process.

ii) Any Public Works Claims not resolved by the Section 9204 procedures (and/or any tort claims) shall be subject to the provisions of the Government Claims Act (Government Code section 810 et seq.).

b. Public Contract Code Section 20104 et al. For purposes of any Public Works Claims of three hundred and seventy five thousand ($375,000) or less filed by a Contractor or Subcontract (as those terms are defined in Public Contract Code Section 9204), the claims procedures in Public Contract code Section 20104.2 and the provisions of this Section shall apply.

i) In the event of a Section 20104 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 20104.2 process.

ii) Any Public Works Claims not resolved by the Section 20104.2 procedures (and/or any tort claims) shall be subject to the provisions section 20104.4 and the Government Claims Act (Government Code section 810 et seq.).

c. For disputes or claims that do not constitute Public Works Claims, City and Contractor agree to comply with the following process:

• Each Party shall designate a senior management or executive level representative to negotiate any dispute.

• The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

• If the issue remains unresolved after ten (10) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between the legal counsel for each Party. If the above process fails, the Parties may mutually agree to engage in non-binding mediation or arbitration in which the Parties equally share the costs of any mediator or arbitrator, or may proceed with suit or other remedies, subject to the provisions of subparagraph (5) of this Subsection and other applicable provisions and laws.

• The alternative dispute resolution process set forth herein is a material condition to Contract and must be exhausted as an administrative remedy prior to either Party initiating legal action.

• The provisions of the Government Claims Act (Government Code section 810 et seq.) is also required prior to initiating suit again the City.

8. TERMINATION OF AGREEMENT FOR CONVENIENCE

a. The City may, by providing thirty (30) days' advance written notice to Contractor, terminate this Agreement in whole or in part, whenever the City shall determine that such termination is in the best interests of the City, or when it becomes impracticable or impossible to proceed, or because of conditions or events beyond the control of the City. Any such termination shall be effected by delivery to Contractor of a Notice of Termination for Convenience, specifying the extent to which performance of Work under this Agreement is terminated, and the date upon which such termination becomes effective. Upon such termination, the obligations of the Contractor for portions of the Work already performed shall continue.

b. Upon receipt of a Notice of Termination for Convenience, the Contractor shall, unless the notice directs otherwise, do the following:

(1) Immediately discontinue the Work to the extent specified in the notice.
(2) Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary to complete such portion(s) of the Work that are not to be discontinued.

(3) Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent that they relate to the performance of the discontinued portion of the Work.
(4) Thereafter do only such Work as may be necessary to preserve and protect the Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

c. Upon such termination, the Contractor will be paid without duplication for:

(1) Work completed in accordance with the Contract Documents prior to the effective date of the Notice of Termination for Convenience;
(2) Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and
(3) Reasonable expenses directly attributable to termination.

The Contractor shall submit a final termination settlement proposal to the City no later than ninety (90) days from the effective date of termination, unless extended in writing by the City, upon written request by the Contractor. If the Contractor fails to submit a proposal, the City may determine the amount, if any, due the Contractor as a result of the termination. The City will pay the Contractor the amount it determines is reasonable. If the Contractor disagrees with the amount determined by the City as being reasonable, the Contractor shall provide notice to the City within thirty (30) Days of receipt of payment. Any amount due shall be subject to the dispute resolution provisions set forth in the Contract Documents.

d. Contractor shall include provisions in all of its subcontracts, purchase orders, and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor under this Section 7.

9. TERMINATION FOR CONTRACTOR'S DEFAULT

a. Default. The City may terminate this Contract for Contractor's default as set forth in this Section. The City will consider the Contractor in default of this Contract if, prior to the City's acceptance of the Work, the Contractor:

(1) becomes insolvent, assigns its assets for the benefit of its creditors, is unable to pay its debts as they become due, or is otherwise financially unable to complete the Work;
(2) abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;
(3) disregards written instructions from the City or materially violates provisions of the Contract Documents;
(4) fails to prosecute the Work according to the schedule approved by the Engineer,
(5) disregards laws or regulations of any public body having jurisdiction, or
(6) commits continuous or repeated violations of regulatory or statutory safety requirements.

Notices, and other written communications regarding default between the Contractor, the City, and the Surety shall be transmitted in accordance with Section 21 of this Contract.

b. Notice and Opportunity to Cure. The City will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within five (5) Working Days after receipt. If the Contractor fails to commence satisfactory corrective action within five (5) Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, the City will consider the Contractor in default of the Contract and:

(1) will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;
(2) may use any materials, equipment, tools or other facilities furnished by the Contractor to secure and maintain the Work site, and
(3) may furnish labor, equipment, and materials the City deems necessary to secure and maintain the Job Site;

c. Remedies Cumulative. The provisions of this Section shall be in addition to all other legal rights and remedies available to the City. Termination of this Contract will not relieve the Surety of its obligation for any just claims arising out of the Work performed.

10. PREVAILING WAGE

a. Compliance with State Prevailing Wage Requirements. Pursuant to Labor Code Section 1773, the City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Ventura County, California from the Director of the Department of Industrial Relations (DIR) for each craft, classification, or type of worker needed to perform the Work required under this Contract. A copy of these prevailing wage rates are on file at the City's Finance Department/Purchasing Division and shall be made available for review to any interested party on request. In addition, a copy of the prevailing rate of per diem wages may be obtained via the internet at: http://www.dir.ca.gov/DLSR/PWD. Contractor and all Subcontractors shall pay not less than said specified State of California rates to all workers employed by them in the execution of the Work contemplated by this Contract, including workers performing Work covered by under Labor Code Sections 1720 and 1720.9. Contractor shall be responsible for using the correct and current prevailing wage rates. Contractor shall be solely responsible for using the correct wage decision or determination and performing accordingly. An error on the part of any awarding body does not relieve the Contractor from the responsibility for payment of the correct prevailing wage.

b. Conflict. It is further expressly agreed by and between the Parties hereto that should there be any conflict between the terms of this Section 9 and the provisions of Exhibit "A", the terms of this Section 9 shall control and nothing herein shall be considered as an acceptance of the terms of Contractor's Submitted Bid Proposal conflicting with the requirements of this Section 9.

c. Payroll Records. Contractor must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, including without limitation, those set forth in Title 8 of the California Code of Regulations, Section 16000 et seq. (hereinafter the "Regulations"), which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.

(1) Contractor and Subcontractor Obligations. Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day

and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(a) The information contained in the payroll record is true and correct; and

(b) Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.

(2) Certified Record. A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

(3) Enforcement. Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of $100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

d. Apprentices. Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code section 1777.5, which is fully incorporated by reference.

e. Notices. Pursuant to Labor Code section 1771.4, Contractor is required to post all Job Site notices, including prevailing wage rates and other notices as required by regulation.

f. Other Labor Requirements. Contractor has the responsibility for and shall comply with all other requirements of California Labor Code Section 1720 et seq., the Regulations, and all other applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its Subcontractors.

g. Statutory Penalties. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced as follows:

(1) Pursuant to Labor Code section 1775, the Contractor and any Subcontractor under it shall forfeit as a penalty to the City not more than Two Hundred Dollars ($200.00), for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under this Contract by it or by any Subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

(2) The Contractor or Subcontractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the execution of this Contract by the respective contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this subsection. In awarding any contract for public work, Contractor must forfeit to City Twenty-five Dollars ($25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.

h. DIR Monitoring. Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

i. DIR Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its Subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project.

11. LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of two hundred fifty dollars ($250.00) per day for each day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

12. COMPLIANCE WITH LAWS

Contractor shall comply with all Laws applicable to the performance of the Work required by the Contract Documents, including any rule, regulation,or bylaw governing the conduct or performance of Contractor, its employees, officers, board members, agents, independent contractors, and Subcontractors. Unless otherwise specified in the Contract Documents, all required permits and licenses, including a City business license, shall be held or obtained by the Contractor at its sole expense and prior to commencing any Work hereunder.

13. WORKERS' COMPENSATION CERTIFICATION

Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

14. INSURANCE

Contractor shall procure and maintain at its own expense at all times during the period covered by this Contract (and through the one-year guarantee period following the date of City's acceptance of the Project) the following policies of insurance as approved by the City's Risk Manager as set forth in Exhibit INS-D of this Contract.

15. RESERVED

16. TIME OF THE ESSENCE

Time is of the essence in the performance of this Contract.

17. INDEMNIFICATION

a. Notwithstanding the limits of any insurance and to the fullest extent permitted by law, Contractor shall indemnify the City, its elected or appointed officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (hereinafter "Claims or Liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the Work, operations, or activities of Contractor, its agents, employees, Subcontractors, or invitees on the Project, or arising or alleged to arise from the acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Contract, but excluding such Claims or Liabilities or portion of such Claims or Liabilities arising or alleged to arise from the active negligence, sole negligence, or willful misconduct of the City, its elected or appointed officials, officers, agents, volunteers, or employees, and in connection therewith:

(1) Contractor will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(2) Contractor will promptly pay any judgment rendered against the City, its elected or appointed officials, officers, agents, volunteers, or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', Subcontractors' or invitees') performance of or failure to perform such Work, operations or activities hereunder; and Contractor agrees to save and hold the City, its elected or appointed officials, officers, agents, volunteers and employees harmless therefrom;

(3) In the event the City, its elected or appointed officials, officers, agents, volunteers, or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the Work, operation, or activities of Contractor hereunder, Contractor shall pay to the City, its elected or appointed officials, officers, agents ,volunteers, or employees, any and all costs and expenses incurred by the City, its elected or appointed officers, officials, agents, volunteers, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City;

(4) Contractor's duty to defend, indemnify, and hold harmless as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties,

suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of, or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to, the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the PorterCologne Water Quality Control Act, as any of those statutes may be amended from time to time.

b. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. The Contractor's indemnification and defense obligations pursuant to this Section shall survive the termination of this Contract. Contractor shall require the same indemnification from all Subcontractors.

18. THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

The Contractor shall not have any authority to compromise or otherwise settle any claim relating to the Project; any effort by the Contractor to do so shall be deemed a breach of the Contract, and the City will not participate in any such compromise or settlement. Within five (5) Calendar Days of the date that the Contractor receives any third-party claim relating to this Project, the Contractor shall provide written notice thereof and a copy of the claim to the City Attorney.

19. CONFLICTS OF INTEREST

The Contractor shall not accept any employment or representation during the Contract Term or within twelve (12) months thereafter that is or may likely make the Contractor “financially interested,” as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.”

20. REPORTS; BOOKS AND RECORDS; AUDIT

a. Upon request by the Project Manager Contractor shall prepare and submit reports concerning Contractor's performance of the Work required by this Contract.

b. Contractor shall keep such books and records as shall be necessary to perform the work required by this Contract and enable the Project Manager to evaluate the cost and the performance of such Work.

c. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles, and Contractor and its subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred Project costs and matching funds by line item for the Project. The Project Manager and the parties specified in Article V of the Master Agreement referenced in Section 14 of this Contract and attached hereto as Exhibit “B”, shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

21. NONDISCRIMINATORY EMPLOYMENT

a. The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.

b. For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor’s compliance with this Section. The Contractor shall include in the written contract between itself and each Subcontractor a copy of the provisions in this Section and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor’s compliance. The Contractor shall diligently take corrective action to halt or rectify any failure to comply.

22. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended only by written Change Orders as specified in the Contract Documents or a written instrument signed by both Parties.

23. ENTIRE AGREEMENT

a. This Contract supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and Contractor with respect to the subject matter of this Contract.

b. The Contract Documents contain all of the covenants and agreements between the Parties with respect to the subject matter herein, and each Party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Contract and the Contract Documents incorporated herein.

c. No agreement, statement, or promise with respect to the subject matter of the Contract Documents, which is not contained in the Contract Documents, or in a valid modification or amendment to the Contract Documents, shall be valid or binding on either Party.

24. AMBIGUITIES

This Contract is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Contract. Notwithstanding the foregoing, the Parties agree that Exhibit "A" is attached hereto for reference purposes, and to the extent there are any ambiguities, inconsistencies, or conflicts between the terms of this Contract and Exhibit "A", the terms of this Contract shall control and nothing set forth in Exhibit "A" shall be deemed to supersede any of the provisions of this Contract.

25. NOTICES

a. Any notice to be provided pursuant to this Contract shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

TO CITY: City of Oxnard
305 W. Third St, East Wing, 2nd Floor
Oxnard, CA 93030
Attention: Project Manager

TO CONTRACTOR: West Star Environmental, Inc.
4770 W. Jennifer Avenue
Fresno, CA 93722

b. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

c. Either Party, or the surety, may change its address by giving notice in writing to all other parties listed above, and thereafter notices shall be addressed and transmitted to such new address.

26. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to Contractor or to its successor(s), or for any breach of any obligation of the terms of this Contract.

27. REVIEW BY ATTORNEYS

Each Party hereto has had its attorneys review this Contract and all related documents. Each Party hereto has consulted with its attorneys and has negotiated the terms of this Contract based on such consultation.

28. BONDS

Concurrently with the execution of this Contract by the Contractor, and before the commencement of any Work, Contractor shall furnish to the City a Performance Bond, and a Payment (Labor and Materials Bond) each in an amount equal to one hundred percent (100%) of the Contract Price written on the forms included in the Contract Documents. These bonds must remain in force until the later of (1) the expiration of the one-year guarantee period; or (2) on one year from the date of completion of the corrective Work. Such bonds must be issued by a responsible corporate Surety, licensed and authorized to issue such bonds in the State of California.

29. CARE OF WORK

Contractor must adopt reasonable methods during the life of the Contract to furnish continuous protection to the Work, and the equipment, materials, papers, documents, plans, studies, and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the Work by the City, except those losses or damages as may be caused by the City's own negligence. The performance of the Work by Contractor or the payment of money by the City shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective Work (including the obligation to remedy any defective Work or materials during the one-year guarantee period after the City's acceptance thereof) at no further cost to the City.

30. CAPTIONS AND HEADINGS

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

31. OWNERSHIP OF DOCUMENTS

No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.

32. SUCCESSORS, HEIRS, AND ASSIGNS

Except as otherwise expressly provided herein, this Contract shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties. This Contract may not be assigned or transferred by Contractor without the concurrence of the surety and express written consent of the City.

33. GENDER; PLURAL

In this Contract, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

34. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

35. GOVERNING LAW

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties under this Contract, shall be construed pursuant to and in accordance with California law.

36. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Contract, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

37. VENUE

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Contract and all proceedings involving any enforcement action related to this Contract shall be initiated and conducted in the applicable court or forum in Ventura County, California.

38. EFFECTIVENESS OF CONTRACT

This Contract shall not be binding upon the City until signed by the authorized representative(s) of Contractor, approved by the City's Risk Manager and as to form by the City Attorney, and executed by the authorized City personnel or the Mayor.

39. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING CONTRACT

Each of the Parties to this Contract hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Contract a binding obligation of each of the Parties hereto. The persons executing this Contract warrant that they are duly authorized to execute this Contract on behalf of and bind the Parties each purports to represent.

40. WAIVER

No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default under this Contract shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing

and shall not be a waiver of any other default concerning the same or any other provision of this Contract.

41. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor. All persons working for or under the direction of the Contractor are the Contractor's employees, agents, or subcontractors, and they shall not be deemed agents, servants, or employees of the City.

42. COUNTERPARTS

This Contract may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Contract.

43. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by Law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.

44. ATTORNEY'S FEES

If either Party commences an action against the other Party, either legal, administrative, or otherwise, arising out of or in connection with this Contract, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

[END OF THIS PAGE – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have entered into this Contract effective on the date as stated herein and upon signature of all Parties.

CITY OF OXNARD

x John C. Zaragoza, Mayor[1] Date
☐ Purchasing Manager

WEST STAR ENVIRONMENTAL, INC.

Dave Mendrin, CEO, CFO [2] Date

ATTEST:

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

APPROVED AS TO FORM:

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

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000. The Purchasing Agent may execute any authorized agreement up to $200,000.

[2] The City requires the following for any contract:

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

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

EXHIBITS

Exhibit A: Bid Proposal submitted by Contractor

Exhibit INS-D: Insurance Requirements and sample Acord forms

Appendix A: Ventura County Air Pollution Control District (APCD) Permit

Bonds

EXHIBIT A

CITY OF OXNARD

BID SHEETS FOR OXNARD WASTEWATER TREATMENT PLANT FUEL MANAGEMENT SYSTEM REPLACEMENT PROJECT (REBID)

SPECIFICATION NO. PW 12-13R2

Bidder's Name: WEST STAR ENVIRONMENTAL, INC.

To the Honorable Mayor and Members of the City Council:

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

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/-$)	BID AMOUNT
1	Mobilization and Demobilization (maximum 5% of Total Bid Price)	01150 1.04	LS			$ 12,565.00
2	Fuel Polishing	01150 1.05	Unit	2	$	$ 14,875.00
3	Dispensers, Piping, and Equipment (Materials, Repair, and Replacement)	01150 1.06	LS			$ 77,000.00
4	Piping (Prepare and Paint)	01150 1.07	LS			$ 26,000.00
5	Tank Exterior Cleaning (Preparation and Paint)	01150 1.08	Unit	2	$	$ 68,000.00
6	Signage (Materials and Installation)	01150 1.09	LS			$ 6,300.00
7	Electrical (Materials and Replacement)	01150 1.10	LS			$ 18,000.00
8	Fuel Management (Card Reader) System (Components and Installation)	01150 1.11	LS			$ 28,560.00
					TOTAL BID PRICE:	$ 251,300.00

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

TOTAL BID PRICE IN DIGITS: $ 251,300.00

TOTAL BID PRICE IN WORDS: TWO HUNDRED + FIFTY-ONE THOUSAND, THREE HUNDRED DOLLARS + 00

Contractor must complete all Work within ninety (90) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	5/3/2024	#03	N/A
#02	N/A	#04	N/A

Bidder's Name (Company): WEST STAR ENVIRONMENTAL, INC.

Signature: [signature] Title: PRESIDENT

Print: DAVE MENDRIN Date: 05/06/2024

Signature: N/A Title: N/A

Print: N/A Date: N/A

Exhibit INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $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 location or shall be twice the occurrence amount;

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

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

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

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

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

3. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D 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 <u>and</u> CG 2037).**

4. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages **(this must be endorsed).** 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.

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT

SUBMIT IN DUPLICATE

FOR THE CITY OF OXNARD (the "City")

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE □ Included in Limits
□ In Addition to Limits

□ Deductible □ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. □ Per Occurrence □ Per Claim (which)

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here □ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
□ COMMERCIAL GENERAL LIABILITY □ Claims Made
□ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
□ OWNERS & CONTRACTORS PROTECTIVE □ Occurrence

OTHER PROVISIONS

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
□ GENERAL		
□ PRODUCTS/COMPLETED OPERATIONS		
□ PERSONAL & ADVERTISING INJURY		
□ FIRE DAMAGE		
□ _____		
□ _____		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:_____
Address:
_____
Telephone: (_____) _____

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc. 8520
Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

□ Broker/Agent □ Underwriter □

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT

SUBMIT IN DUPLICATE

FOR THE CITY OF OXNARD (the "City")

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE □ Included in Limits
□ In Addition to Limits

□ Deductible □ Self-Insured Retention (check which) of $ _____

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here □ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

□ COMMERCIAL AUTO POLICY

□ BUSINESS AUTO POLICY

□ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address:

_____

Telephone: ()_____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

□ Broker/Agent □ Underwriter □ _____

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

Signature _____

(original signature required)

Telephone: ( ) Date Signed _____

Ventura County Air Pollution Control District

PERMIT TO OPERATE
ATC/PTO 06415 111

Permit Valid from: 07/01/2023 to 06/30/2023

Equipment Owner/Operator: c/o City of Oxnard - Wastewater Division / Oxnard Wastewater Treatment Plant

Equipment Location: 6001 S. PERKINS RD, OXNARD, CA 93033

Equipment Description:

TANK NO.	FUEL	CAPACITY (gal)	LOCATION
1	Gasoline	10,000	Aboveground

Total Number of Gasoline Nozzles: 1

Phase 1 Vapor Recovery Control System: Two Point System

Phase II Vapor Recovery Control System: ConVault Balance System

Permitted Emissions:

PERMITTED EMISSION	TONS/YEAR	POUNDS/HOUR
Reactive Organics	0.62	3.81

Applicable Conditions: **This Permit is issued subject to the following conditions**:

1. Authorized Modifications:

a. This Permit to Operate authorizes a modification to the gasoline dispensing facility as described above. Until the modification of the facility is complete, the Permit Renewal 06415 R10 will remain in effect.

b. The permittee shall install vapor recovery piping and vent piping that is constructed only of rigid material. Flexible vapor recovery piping and vent piping may be installed only if it has been approved in writing by the California Air Resources Board. This facility shall comply with the performance standards and specifications applicable to Phase II vapor recovery systems contained in CARB Vapor Recovery Certification Procedure CP-201. These requirements apply to new gasoline dispensing facilities and major modifications, constructed on or after April 1, 2003. These requirements include the following: (1) the Phase II vapor recovery system shall be compatible with vehicles equipped with Onboard Refueling Vapor Recovery (ORVR) systems; and (2) each multiproduct dispenser shall have only one hose and nozzle per side and no more than two nozzle-hose configurations per dispenser.

c. The permittee is required by Rule 70.H, CARB Executive Order VR-102 and VR-202 to perform verification testing within 45 days of commercial operation of the modified Phase I and Phase II vapor recovery Systems. The verification tests that are required are, but are not limited to: TP-201.1 “Phase I efficiency verification”, TP-201.3, “Determination of 2 Inch WC Static Pressure

Performance of Vapor Recovery Systems of Dispensing Facilities", and TP-201.4, "Dynamic Back Pressure".

2. Gasoline Throughput:

a. Permitted emissions are based on a gasoline throughput of 14,000 gallons per year. A year is defined as any period of 12 consecutive calendar months. Prior to exceeding this limit, the permittee shall apply for, and receive a permit modification.

3. Gasoline Dispensing Facility Requirements:

a. The permittee shall comply with all requirements specified in the Permit to Operate Attachment - Gasoline Dispensing Facility with a ConVault Aboveground Tank and Phase II Vapor Recovery System, Attachment No. GDF118, which is incorporated by reference as part of this permit. This attachment includes a summary of all applicable requirements of District Rule 70, "Storage and Transfer of Gasoline," and the applicable California Air Resources Board Vapor Recovery Executive Orders. This attachment shall be posted with this permit as required below.

4. Aboveground Tank Conditions

a. Because the aboveground gasoline tank has a permitted throughput limit of less than or equal to 18,000 gallons per year, this facility is exempt from the requirement to be equipped and operated with a CARB-Certified Phase I EVR Two-Point Vapor Recovery System. If the throughput ever exceeds 18,000 gallons per year, the permittee will be required to comply with these Phase I EVR requirements and Rule 70, as applicable.

5. Rule 76 Conditions

Not Applicable

6. Marine Vessel

Not Applicable

Within 30 days after receipt of this permit, the permittee may petition the Hearing Board to review any new or modified condition (Rule 22). This permit, or a copy, shall be posted reasonably close to the subject equipment and shall be accessible to inspection personnel (Rule 19). This permit is not transferable from one location to another (Rule 20).

The granting of this permit shall not be construed as an endorsement by the District and shall not guarantee compliance with the rules of the District. This permit shall not be construed to allow any emission unit to operate in violation of any state or federal emission standard or any rule of the District. This permit cannot be considered as permission to violate existing laws, ordinances, regulations or statutes of other government agencies.

Ali R. Ghasemi
Air Pollution Control Officer

Attachments:
GDF118

Q:\PRISM\PRISMFileRoom\PermitFiles\06415\Engineering\Permits\ATC-PTO 06415 111 - Final Permit - 10-16-2023.docx

GDF118

PERMIT TO OPERATE ATTACHMENT
GASOLINE DISPENSING FACILITY
CONVAULT ABOVEGROUND TANK
FILLING/DISPENSING VAPOR RECOVERY SYSTEM

1.0 General requirements of Rule 70, "Storage and Transfer of Gasoline", as applied to gasoline dispensing facilities.

1.1 All open vent pipes shall be equipped with a California Air Resources Board (CARB) certified pressure-vacuum relief valve. The valve shall have a rated pressure relief setting of no more than 2.5 inches of water column gauge. Pressure-vacuum relief valve(s) shall be properly installed at a minimum height of 12 feet above grade and shall be maintained in good operating order. (Rule 70.B.6 and CARB Executive Order G-70-116)

1.2 All "pump-outs", or bulk transfers, of gasoline from a storage container shall be performed using a vapor recovery system which returns displaced vapors to the stationary storage container unless the purpose of the bulk transfer is to prepare the tank for removal or to fill it with water for testing. (Rule 70.B.8)

1.3 The permittee shall follow good operating practices including but not limited to: preventing gasoline spills and leaks, storing gasoline in closed containers, and disposing of gasoline in compliance with all state and local regulations. (Rule 70.E.5)

2.0 Phase I Vapor Recovery

The Phase I vapor recovery system is the set of equipment which recovers the vapors displaced during the transfer of gasoline from the delivery vessels into stationary gasoline storage tanks. The Phase I vapor recovery system is usually either a Two Point or a Coaxial System and includes a submerged fill pipe. A two point system is one in which the product and vapor recovery lines are connected to the storage tank at separate points. In a coaxial system the product and vapor recovery lines are connected to the tank together with a coaxial fitting in which the product line is inside the vapor return line.

2.1 All tanks shall be equipped with a permanently installed submerged fill pipe which extends to within six inches of the tank bottom. The connection shall be free of leaks. (Rule 70.B.1 and CA Health and Safety Code Section 41950)

2.2 The permittee shall use a permanently installed Two Point Phase I vapor recovery system which has been certified by the California Air Resources Board (CARB) to prevent 95 percent of the displaced vapors from being released into the atmosphere. The Phase I vapor recovery system shall be installed as specified in the latest versions of CARB Executive Order G-70-116, Certification of ConVault, Inc. Aboveground Filling/Dispensing Vapor Recovery System, CARB Executive Order G-70-97, Stage I Vapor Recovery Systems for Underground Gasoline Storage Tanks at Service Stations and CARB Executive Order G-70-102, Certification of a Phase I Vapor Recovery System for Aboveground Storage Tanks with less than 40,000 Gallons Capacity for Gasoline or Gasoline/Methanol Blended Fuels. (Rule 70.B.2 and CARB Executive Order G-70-116)

2.3 The Phase I vapor recovery system shall be maintained and operated in the same manner as when certified by CARB. All vapor recovery equipment shall be maintained in good working order and shall not leak. (Rule 70.E.1)

2.4 The permittee shall not install a Phase I vapor recovery system unless the system is equipped with CARB-certified poppetted drybreaks or spring-loaded vapor check valves on the vapor return coupler of the system.
(Rule 70.B.5)

2.5 The storage tank shall contain a minimum of 6 inches of concrete insulating material between the interior holding tank and the exterior containment tank. The general exterior of the tank shall be painted white; or constructed with an exposed aggregate surface on the sides, a brushed concrete top surface, and painted with a clear coat finish. (CARB Executive Order G-70-116)

3.0 Phase II Vapor Recovery

The Phase II vapor recovery system is the set of equipment which recovers the vapors generated during the fueling of motor vehicles from stationary gasoline storage tanks. The Phase II vapor recovery system is either a balance system or a vacuum assist system. The balance system operates solely on the principle of vapor displacement by liquids; and the vacuum assist system utilizes a pump, blower, or other vacuum producing device to recover the vapors.

3.1 The permittee shall use a permanently installed Phase II balanced vapor recovery system which has been certified by California Air Resources Board (CARB) to prevent 95 percent of the displaced vapors from being released into the atmosphere. The Phase II vapor recovery system shall be installed as specified in the latest version of CARB Executive Order G-70-116, Certification of ConVault, Inc. Aboveground Filling/Dispensing Vapor Recovery System. The Phase II vapor recovery system shall be equipped with CARB certified components as listed in the latest version of CARB Executive Order G-70-52, Certification of Components for Red Jacket, Hirt, and Balance Phase II Vapor Recovery Systems. (Rule 70.B.9)

3.2 The permittee shall not install any new or rebuilt vapor recovery equipment unless the equipment is clearly identified or marked by the certified manufacturing company and/or the certified rebuilding company as per CARB specifications. (Rule 70.B.16)

3.3 The Phase II vapor recovery system shall be maintained and operated in the same manner as when certified by CARB. All vapor recovery equipment shall be maintained in good working order and shall not leak. (Rule 70.E.1)

3.4 Effective July 1, 1998, the permittee shall not install any balance system vapor recovery nozzle unless a vapor check valve is located in the nozzle. Effective July 1, 1998, a balance vapor recovery system shall not be operated with more than one check valve per nozzle and hose assembly. The vapor check valve is a valve which closes the vapor recovery line when the nozzle is not in use to prevent vapors from escaping. (Rule 70.B.10)

3.5 Any flexible tubing connecting the vapor recovery riser and the gasoline dispenser shall be listed by the Underwriters' Laboratory for use with gasoline and shall be capable of maintaining electrical continuity.
(Rule 70.B.11)

3.6 The permittee shall not allow the operation of, or install, a bellows-equipped vapor recovery nozzle unless it is equipped with a certified insertion interlock mechanism. An insertion interlock mechanism is a device which prohibits the dispensing of fuel unless the bellows is compressed. (Rule 70.B.12)

3.7 The permittee shall not operate a vapor recovery nozzle unless it is equipped with a coaxial hose. (Rule 70.B.13)

3.8 In order to prevent spitback or condensate from blocking the vapor path between the vehicle fill pipe and the storage tank headspace, the routing of the coaxial hose shall be consistent with the configurations shown on exhibits 4 through 11a in CARB Executive Order No. G-70-52, with the exception that the highest point in the vapor return path must be above the top of the storage tank and there shall be no liquid trap in the vapor path and the storage tank vapor headspace during fuel dispensing. Furthermore, there shall be no liquid trap in the vapor path between the vehicle fill pipe and the highest point in the vapor return path during fuel dispensing unless the coaxial hose is equipped with a liquid removal system with the liquid pickup located at the liquid trap. The liquid removal devices shall be maintained to achieve a minimum liquid removal rate of five milliliters per gallon transferred.
(Rule 70.B.14 and CARB Executive Order G-70-116)

4.0 Phase II Vapor Recovery Defects

4.1 Phase II vapor recovery systems shall be maintained and operated with none of the defects listed below:

4.1.1 Torn or cut boots;

4.1.2 Torn or cut face seals or face cones;

4.1.3 Defective shutoff mechanisms;

4.1.4 Any improper or non-"CARB Certified" equipment or components;

4.1.5 Loose or broken retractors;

4.1.6 Boots clamped or otherwise held in an open position;

4.1.7 Leaking components;

4.1.8 Any nozzle components found loose, missing, or disconnected, including but not limited to boots, face seals, face cones, check valve wires, diaphragm covers, and other latching devices;

4.1.9 Any vapor fuel hoses and associated components found loose, missing, or disconnected, including but not limited to flow restrictors, swivels, and anti-recirculation valves;

4.1.10 Crimped, cut, severed, or otherwise damaged vapor or fuel hoses.

(Rule 70.E.2)

4.2 Any equipment that is not operating in compliance with Rule 70 shall be tagged "Out of Order." Except during repair activity, that tag shall not be removed and the tagged equipment shall not be used, or provided for use, unless the tagged equipment has been fixed or replaced.
(Rule 70.E.4)

5.0 Required Signs Posted

The owner/operator of the gasoline dispensing facility shall conspicuously post the following signs in the immediate gasoline dispensing area:

5.1 "NOZZLE" operating instructions.

5.2 "VCAPCD" toll-free telephone number.

5.3 A warning sign stating "DO NOT TOP OFF TANKS".

5.4 Required signs shall comply with one of the following:

5.4.1 Decal signs shall be readable from a distance of 3 feet or more and shall be located adjacent to the dispenser price indicator (per gallon) on each side next to the driveway it serves.

5.4.2 Pump toppers shall be double-back with one sign per island and shall be readable from a distance of 6 feet or more.

5.4.3 Permanent (non-decal) signs shall be two single-sided or one double-sided sign(s) per two (2) dispensers and shall be readable from a distance of 6 feet or more.

5.5 A dispenser that is not permitted to fuel motor vehicles shall have a sign posted on it restricting its use from motor vehicles.

(Rule 70.B.15)

6.0 Verification Testing

The following reverification tests shall be conducted on the balance Phase II vapor recovery system at the time intervals specified below:

6.1 At least once every 12 months, CARB Test Procedure TP-201.3b shall be conducted to quantify the **static pressure performance** of the vapor recovery system. (Rule 70.H.1.c and CARB Executive Order G-70-116)

6.2 At least every four years, CARB Test Procedure TP-201.4 shall be conducted to quantify the **dynamic pressure performance** in the vapor path leading from the dispensing nozzles to the tank. *Dynamic pressure testing shall not be required for any aboveground gasoline storage container that (1) has a dispenser mounted directly to the container and (2) is equipped with a Phase II vapor recovery system that does not have a liquid trap at any location in the vapor path between the gasoline nozzle and the storage container vapor head space during gasoline dispensing. The District may require documents or engineering drawings verifying exemption from this testing requirement.* (Rule 70.H.2.b)

The initial reverification test(s) shall be performed no later than January 1, 1997.

If the vapor recovery system does not meet the requirements of the test(s), corrective repairs shall be made and the test(s) shall be repeated.

The permittee shall notify the District Enforcement Section at least five working days prior to the test(s) and shall submit the results to the Enforcement Section within 15 days after the test(s) are conducted. District personnel shall be allowed to witness the test(s).

7.0 Recordkeeping Requirements

7.1 Records of all tests conducted on the vapor recovery systems shall be maintained. These reports shall be dated and shall contain names, addresses, and telephone numbers of the parties responsible for the system installation and/or testing. (Rule 70.G.3)

7.2 A log of all maintenance conducted on any part of the vapor recovery system shall be maintained in chronological order. The log shall include the date, a description and location of any equipment replaced, and a description of the system problem which required repair. The log shall also indicate the time period and duration of each malfunction of the system. (Rule 70.G.4)

These records shall be maintained for a period of two years and be made available to District personnel upon request. (Rule 70.G.5)

8.0 Permit to Operate Application Required for Modifications

A major modification at a gasoline dispensing facility is defined as a replacement or addition of tank(s) or vapor recovery piping or a change in the type of Phase I or Phase II vapor recovery system.

8.1 Prior to performing any major modification to a gasoline dispensing facility, the permittee shall submit an application to modify the facility and receive a revised Permit to Operate. The revised Permit to Operate serves as both an Authority to Construct and Permit to Operate for the modified facility. (Rule 70.B.7)

8.2 Within 45 days after modifying a facility, the permittee shall conduct and pass all tests on the vapor recovery system as specified by the revised Permit to Operate. The test results shall be submitted to the District within 15 days after the tests are conducted. (Rule 70.H.1.a, 70.H.2.a, and 70.H.7.a)

GDFTestDoc

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____
_____
_____("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as OXNARD WASTEWATER TREATMENT PLANT FUEL MANAGEMENT SYSTEM REPLACEMENT PROJECT (REBID) SPECIFICATION NO. PW 23-13R2.

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

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
_____
(Name and address of Surety)

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

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

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

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

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

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

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
By: _____	By: _____
Its: _____	Its_____
(Seal)	*(Seal)*

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

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____
_____
_____ ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as OXNARD WASTEWATER TREATMENT PLANT FUEL MANAGEMENT SYSTEM REPLACEMENT PROJECT (REBID) SPECIFICATION NO. PW 23-13R2.

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

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
_____,
(Name and address of Surety)

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

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

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change,

extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

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

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
By: _____	By: _____
Its: _____	Its_____
(Seal)	*(Seal)*

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

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.5

DATE: July 16, 2024

TO: City Council

FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: Response to Grand Jury Report on Ventura County Regional Radio System.

RECOMMENDATION

That the City Council authorize the Mayor to respond, on behalf of the City Council, to the Grand Jury's "Linking First Responders Ventura County Regional Radio System" report dated May 22. 2024.

BACKGROUND

The ability of first responders to communicate on a common radio system is critical when coordinating a response to a major event. The lives of first responders and the people they serve may be at risk if first responders cannot call for assistance.
The 2023-2024 Grand Jury researched the readiness, compatibility, and use of the radio communication systems first responders employ in emergencies affecting Ventura County. The investigation stemmed from the 2018 Borderline Bar and Grill Mass Shooting in Thousand Oaks, which revealed the inadequacies of the communication systems in place at the time.

Ventura County Information Technology started the Ventura County Regional Radio System project (VCRRS) to increase interoperability within Ventura County agencies. VCRRS will provide improved service to the areas within Ventura County and their respective public safety agencies. The City of Oxnard has agreed to join VCRRS and will participate in its advisory group. The City of Oxnard has purchased radios that are compatible with this system. An MOU is currently being reviewed.

The Grand Jury's report contained two findings for the City of Oxnard:

- F-03. Portions of the current system in the City of Oxnard have both building penetration problems and reception issues in certain areas.
- F-04. A lack of integrated training could cause inaccurate or incomplete information to be transmitted.

The Police and Fire Departments agree with finding F-03: Portions of the current system in the City of Oxnard have both building penetration problems and reception issues in certain areas.

Oxnard's existing radio communications system does not meet the needs of the Police Department. The current system's unreliability is evidenced by a growing number of locations where radio communications between field resources and the Police Department's Emergency Communications Center have become "dead spots." Radio communications are ineffective in these locations, posing a safety hazard to public safety personnel, who may be attempting to broadcast critical information or request backup/assistance in hazardous situations. The Police Department began a project to update and replace its current radio infrastructure in FY 2022-2023. The Police Department has agreed to join VCRRS to implement a radio infrastructure that allows for interoperability.

In July 2022, the City of Oxnard purchased 160 Motorola APX 8000 portable radios and 247 APX 8500 mobile radios to replace aging equipment known to have both building penetration problems and reception issues in certain areas. These radios are compatible with the VCRRS equipment and ready to integrate into VCRRS.

Recommendation R-03 recommends that the transition to VCRRS be completed by July 2025. Absent any delays outside the City of Oxnard's control, this transition will be completed within the recommended time frame.

The Ventura County Fire Department (VFCD) Fire Communications Center (FCC) coordinates the fire department's radio communications and all fire and emergency medical services within Ventura County. All county fire stations and city fire departments are linked by a common communications network that can communicate with VCRRS as needed through a patch into the VCRRS network. The fire agencies are also required to maintain interoperability with CalFire, a state agency, and this requires the FCC to remain on their current VHF system as a primary frequency.

The Police and Fire Departments agree with finding F-04: A lack of integrated training could cause inaccurate or incomplete information to be transmitted.

Recommendation R-04 recommends that the City of Oxnard completes an integrated testing and training plan by July 2025. This recommendation has been implemented.

Both the Police and Fire Departments realized the importance of integrated training for events related to active assailants and natural disasters. Both agencies utilize the Incident Command System (ICS) during critical incidents. ICS is a standardized, on-scene, all-risk incident management concept. This allows its users to adopt an integrated organizational structure to match the complexities and demands of single or multiple incidents without being hindered by jurisdictional boundaries. Integrated training between the Police Department, the Fire Department, and other public safety agencies within Ventura County has occurred related to active assailant incidents in 2023 and is scheduled for 2024. This type of training will be ongoing and include the transition to VCRRS.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Denise Morehouse, Assistant Police Chief

ATTACHMENTS

1. County of Ventura Grand Jury Final Report
2. Response to Grand Jury Report Linking First Responders

2023 - 2024
Ventura County Grand Jury

COUNTY of VENTURA

Final Report

Linking First Responders
Ventura County Regional Radio System

May 22, 2024

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Linking First Responders: Ventura County Regional Radio System

SUMMARY

The ability of first responders to communicate on a common radio system is critical when coordinating a response to a major event. The lives of first responders and the people they serve may be at risk if first responders are unable to call for assistance.

The 2023-2024 Grand Jury researched the readiness, compatibility and use of the radio communication systems first responders employ in the event of emergencies affecting Ventura County. The investigation stemmed from the 2018 Borderline Bar and Grill Mass Shooting in Thousand Oaks, revealing the inadequacies of the communication systems in place at the time.

Since this incident, significant improvements have been made in the ability of first responders to communicate with each other. This report highlights those improvements as well as the remaining challenges.

BACKGROUND

Ventura County Sheriff's Office provides law enforcement for the unincorporated areas of Ventura County and contracts for law enforcement with the cities of Camarillo, Fillmore, Moorpark, Ojai and Thousand Oaks. The cities of Oxnard, Port Hueneme, Santa Paula, Simi Valley and Ventura have their own police departments.

First responders to the Borderline incident included the following:

- **Ventura County Sheriff's Office (VCSO)** At the time of the Borderline incident, 11 uniformed deputies and two sergeants were assigned to patrol Thousand Oaks. Multiple deputies from other contract cities responded to the incident.
- **California Highway Patrol (CHP)** Four CHP personnel responded. In addition to scene and investigative assistance, they assumed administrative responsibility for the officer-involved shooting. (Note: CHP is a state agency primarily involved in traffic control. However, it does have the ability to communicate with local emergency responders if they patch through dispatch.)
- **Oxnard Police Department (OPD)** On-duty officers responded Code 3 (lights and siren) to the incident site approximately 20 miles away.

- **Simi Valley Police Department (SVPD)** Seventeen officers were dispatched, including K-9 and SWAT officers. Two SVPD dispatchers and a dispatch supervisor assisted with transferring calls and sharing information about victims still hiding inside the Borderline Bar and Grill.

- **Ventura County Community College District Police Department (VCCCDPD)** One officer responded from the Moorpark College campus.

- **Ventura County Fire Department (VCFD)** Seven fire engines and three support companies totaling 53 personnel responded. All fire and medical-related calls were managed by the department's regional Fire Communications Center.

- **Ventura Police Department (VPD)** Eight on-duty officers and the on-duty watch commander responded. Five of those responding personnel were members of the SWAT team.

- **Ventura County Emergency Medical Services (VCEMS)** When responding to emergency medical services in the case of a disaster in the county, VCEMS is the lead agency. During this response, VCEMS personnel were assigned to the incident command post to coordinate medical and ambulance response, patient tracking and medical liaison. (Ref-01)

The Sheriff's After-Action Review of the Borderline Mass Shooting states: "When a multi-agency team is deployed in critical incidents, [the agencies must] provide for radio interoperability or sufficient team members who can communicate directly with the agency having primary jurisdiction for the incident." (Ref-02)

Radio communication is crucial in facilitating coordination among first responders during a crisis incident, especially when there are numerous responding agencies on the scene. Radios must have the capability to perform and must be operated appropriately by users. To avoid missing critical pieces of information, first responders must adopt a stringent, disciplined approach to communication. First responders must communicate in mutually understood terminology that is delivered clearly and succinctly. Situational updates must be provided in real-time to keep those on the scene and enroute informed of evolving conditions. (Ref-03)

The Office of Emergency Services (OES) is a division of the VCSO comprising emergency managers with experience from a variety of backgrounds, including law enforcement, fire, planning, finance and technology experts. OES is responsible for the day-to-day administration of the county's preparedness, mitigation response and recovery programs. OES is also responsible for the development and maintenance of the county's emergency operations plan, maintaining the county's

Emergency Operations Center (EOC) and coordinating EOC activities during a disaster. This team maintains readiness for emergencies. (Ref-04)

Prior to the Borderline incident, various departments within the County of Ventura, including Information Technology Services Department (ITSD) and OES, saw the need for and began taking steps to implement a regional radio system, the Ventura County Regional Radio System (VCRRS). They planned to make this system available to emergency responders and other government agencies throughout Ventura County. Its development is briefly described below. (Ref-05)

- In 2012, Congress set aside the 700 MHz band for public safety radio use. (Ref-06)
- In 2015, the Board of Supervisors (BOS) expressed support for a plan to develop a countywide regional radio network to enhance multi-agency interoperability and provide greater channel capacity for the existing Very High Frequency (VHF) system. The Federal Communications Commission (FCC) allocated 20 frequencies to the county. (Ref-06)
- In 2016, ITSD presented a five-year plan to expand the regional radio system by providing six additional transmission sites, bringing the total to 16 towers throughout the region. (Ref-06)
- From 2016 to 2022, five sites were outfitted with 700 MHz equipment. (Ref-06)
- In March 2020, COVID delayed the proposed new regional radio system. (Ref-06)
- In 2021, the county requested a five-year extension from the FCC for existing frequencies to ensure continued use of the system. (Ref-06)
- On June 20, 2023, the BOS approved $32,239,081 to upgrade the existing county radio system, improving clarity, coverage, reliability and to provide additional channels and cellular service. The planned participants for this system include the Sheriff's Office and contract cities, the District Attorney's Office and the Probation Agency. The OPD, VPD, California State University Channel Islands Police Department and the Community College District Police Department will also be included. (Ref-05)
- On October 1, 2023, the BOS adopted a Memorandum of Agreement (MOA) for the proposed Regional Radio System. (Ref-07)
- On March 23, 2024, the final appropriations bills in the federal budget for fiscal year 2024 were signed into law. (Ref-08)
  This funding includes:
  $963,000 for the Ventura County Regional Public Safety Radio Project
  $963,000 for the City of San Buenaventura (Ventura) Public Safety Communications System Upgrade Project
  $67,000 for the City of Simi Valley 911 Live Implementation Project. (Ref-09)

When completed, the Ventura County Regional Radio System (VCRRS) will provide improved service to the unincorporated areas of Ventura County as well as to the VCSO contract cities. VCRRS can include "interoperability, virtually unlimited concurrent conversations, clearer reception, encryption, location services, prioritized radio traffic and cellular redundancy, which will also supply streaming video and over-the-air programming." (Ref-05)

The cities of Oxnard and Ventura have agreed to be part of the VCRRS and have purchased compatible radios. (Ref-10)

Port Hueneme and Santa Paula are in the process of developing a Memorandum of Understanding (MOU) to present to their city councils for consideration to join the VCRRS. (Ref-10)

The City of Simi Valley has decided to independently upgrade its communication system and will not participate in the VCRRS. (Ref-10)

METHODOLOGY

The Grand Jury interviewed leadership and staff from numerous city and county agencies. Discussions, including e-mails, were held with management from OES, VCFD, first responders from various cities and dispatch personnel.

The documents reviewed included the following:

- 2018 Borderline Bar and Grill Mass Shooting Public Safety Response After Action Review (Ref-01, Ref-02)
- 2018 Hill and Woolsey Fires Emergency Response After Action Review (Ref-11)
- Critical Incident Review: Active Shooter Incident at Robb Elementary School, Uvalde, Texas (Ref-03)
- Standard Operating Procedure for VCSO, including the duties and responsibilities of the OES (Ref-04)
- Written communications from the County of Ventura Board of Supervisors (Ref-05, Ref-06, Ref-07)
- Grant funding sources to offset the cost of the radios (Ref-12)
- Radio frequency assignments from the Federal Communications Commission (FCC) (Ref-06)
- Numerous online sources

DISCUSSION

Ventura County

The Borderline After Action Review Report recommended: "Training should include a focus on communication that ensures simple, plain broadcasts that accurately and completely relay relevant information." (Ref-13)

Incident Command System (ICS) is a standardized, on-scene, all-risk incident management concept. This allows its users to adopt an integrated organizational structure to match the complexities and demands of single or multiple incidents without being hindered by jurisdictional boundaries. ICS has been adopted by all first responders in Ventura County. (Ref-14)

Portions of the radio communications systems currently in use by some agencies within the county are more than 20 years old. These systems lack updated features and cannot penetrate some buildings. In addition, service does not extend to some geographic areas. The VCRRS will significantly reduce these shortcomings. (Ref-10)

As of May 2020, the Department of Justice requires encryption for communication of personally identifiable information. Encryption, which protects individuals' privacy, is not available with some existing systems. The VCRRS will allow for encryption when required. (Ref-15)

Unincorporated Areas and VCSO-Contracted Cities

The OES has taken the lead in ensuring improved communication between first responders by coordinating the construction of communication towers at strategic locations. The unincorporated areas within Ventura County and all cities that contract with VCSO for law enforcement are included in this new system, the VCRRS. (Ref-10)

At the September 12, 2023, BOS Meeting, Agenda Item 53, the BOS approved an $11,647,462.57 contract to purchase Motorola devices:

- 993 APX NEXT radios
- 501 APX 8500 radios
- 374 APX N30 radios for use in the jails (Ref-07)

The APX NEXT radio can switch automatically to Wi-Fi and cellular when necessary, while APX 8500 radios can switch to Wi-Fi. The APX series radio can provide encryption when necessary. (Ref-10, Ref-16)

OES has developed a suitcase-size interface for the VCRRS between the APX Next radio and a satellite system. This serves as a link from a command center to the VCRRS when the command center is out of range of either the radio system or cellular coverage. (Ref-10)

Multiple funding sources are available for the initial capital investment of the radios. The cost to each agency for participating in the system is a monthly subscription paid to OES, which includes tower maintenance. (Ref-10, Ref-12)

OES has created an advisory group from each VCRRS-participating public safety entity. Each member has only one vote, preventing dominance by any one organization.

The advisory group is presently composed of six members:

- California State University Channel Islands Police Department
- Ventura Community College Police Department
- Oxnard Police Department
- Ventura Police Department
- United Water Conservation District
- County of Ventura (Sheriff, District Attorney and Probation) (Ref-10)

City of Oxnard

In July 2022, the City of Oxnard purchased 160 Motorola APX 8000 portable radios and 247 APX 8500 mobile radios to replace an aging system. The prior mobile radios were known to have both building penetration problems and reception issues in certain areas. These radios are compatible with the VCRRS equipment. The VCRRS will largely eliminate the current problems as well as provide clearer audio, built-in GPS and playback capability for last messages. (Ref-10, Ref-17)

The city's purchase of the new radios was aided by participating in a mutual agreement with Los Angeles County, reducing their cost. (Ref-17)

Multiple sources confirmed that the Oxnard City Council has agreed to join the VCRRS and will participate in the VCRRS advisory group. (Ref-05, Ref-10)

City of Port Hueneme

Port Hueneme's current radio communication system is more than 10 years old. Existing mobile radios are known to have both building penetration problems and reception issues in certain areas. (Ref-10)

The biggest obstacle to the city's joining VCRRS is funding for the new radios. The city's current system is fully paid for. (Ref-10)

A Memorandum of Understanding (MOU) is being developed and will be presented to the city council for consideration to join the VCRRS. (Ref-10)

City of Santa Paula

Santa Paula's radio communication system is aging; it provides communication within the city limits, but performance declines as personnel leave the geographical area. (Ref-10)

The biggest obstacle to the city's joining VCRRS is funding for the new radios. The city's current system is fully paid for. (Ref-10)

A Memorandum of Understanding (MOU) is being developed and will be presented to the city council for consideration to join the VCRRS. (Ref-10)

City of Ventura

The city purchased 168 Motorola APX 8000 radios to replace an aging system. The prior mobile radios were known to have both building penetration problems and reception issues in certain areas. The transition to the new radios is expected to be completed in 2024. (Ref-10, Ref-18)

The purchase of the new radios was aided by grant funding and earmarks from congressional legislation. (Ref-10)

The city will use the March 2024 federal funding "to purchase equipment (dispatch consoles and car radio upgrades) VPD needs to go live on the regional radio system." (Ref-10)

Multiple sources confirmed that the City of Ventura has agreed to join the VCRRS and will participate in the VCRRS advisory group. (Ref-05, Ref-10)

City of Simi Valley

The City of Simi Valley declined to participate in the VCRRS. The city recently upgraded its outdated system with Comm-Line radios rather than Motorola, the radio used in the VCRRS. (Ref-10)

Simi Valley can communicate with other Ventura County agencies using a dispatch "patching" system, which is not as efficient as direct communication. (Ref-10)

The City of Simi Valley plans to install a new communication tower and rehabilitate an existing tower at the city's expense. (Ref-10)

Because of its geographical proximity, the city prefers Los Angeles County as its primary interface rather than Ventura County. (Ref-10)

Ventura County Fire Department

VCFD coordinates all fire and emergency medical services within Ventura County. All county fire stations and all city fire departments are linked by a common communications network. They can communicate with VCRRS as needed. (Ref-10)

VCFD is required to maintain interoperability with CalFire, a state agency. This requires VCFD to remain on the current VHF system. (Ref-10)

FINDINGS

Ventura County Regional Radio System

F-01. Portions of the current systems in use lack upgraded features, cannot penetrate some buildings and are not able to provide encryption as needed.

F-02. A lack of integrated training could cause inaccurate or incomplete information to be transmitted.

City of Oxnard

F-03. Portions of the current system in the City of Oxnard have both building penetration problems and reception issues in certain areas.

F-04. A lack of integrated training could cause inaccurate or incomplete information to be transmitted.

City of Port Hueneme

F-05. Using the current system, first responders in multiple locations may lose communication.

F-06. An MOU for adoption of the VCRRS has not been completed for presentation to the city council.

City of Santa Paula

F-07. Using the current system, first responders may lose communication outside of city limits and in certain geographical locations.

F-08. An MOU for adoption of the VCRRS has not been completed for presentation to the city council.

City of Ventura

F-09. Portions of the current system in the City of Ventura have both building penetration problems and reception issues in certain areas.

F-10. A lack of integrated training could cause inaccurate or incomplete information to be transmitted.

City of Simi Valley

F-11. The system in use by the City of Simi Valley can only communicate with other Ventura County agencies' dispatch using a "patching" system, which is not as efficient as direct communication.

Ventura County Fire Department

F-12. All county and city fire departments, which dispatch emergency medical services, have adopted common technology, providing interoperability without regard to city boundaries. The VCRRS can communicate with all fire departments with no changes.

RECOMMENDATIONS

Ventura County Regional Radio System

R-01. The Grand Jury recommends that transition to the upgraded system be complete by July 2025 for improved communication throughout the county. (F-01)

R-02. The Grand Jury recommends that OES complete an integrated testing and training plan for all participants of VCRRS by July 2025. (F-02)

City of Oxnard

R-03. The Grand Jury recommends that transition to the VCRRS be complete by July 2025. (F-03)

R-04. The Grand Jury recommends that the City of Oxnard complete an integrated testing and training plan by July 2025. (F-04)

City of Port Hueneme

R-05. The Grand Jury recommends completing and presenting the VCRRS MOU for consideration by the city council by October 2024. (F-05, F-06)

City of Santa Paula

R-06. The Grand Jury recommends completing and presenting the VCRRS MOU for consideration by the city council by October 2024. (F-07, F-08)

City of Ventura

R-07. The Grand Jury recommends that transition to the VCRRS be complete by July 2025. (F-09)

R-08. The Grand Jury recommends that the City of Ventura complete an integrated testing and training plan by July 2025. (F-10)

City of Simi Valley

R-09. The Grand Jury recommends that the City of Simi Valley verify radio interoperability with Ventura County first responders who have adopted the VCRRS by July 2025. (F-11)

COMMENDATIONS

The Ventura County Information Technology Services Department and the Office of Emergency Services are to be commended for their foresight and initiative in developing the Ventura County Regional Radio System and for the independent development of a satellite interface for VCRRS.

RESPONSES

Responses required from:

The following elected officers within 60 days:

Ventura County Sheriff's Office (F-01, F-02, R-01, R-02)

City of Oxnard City Council (F-03, F-04, R-03, R-04)

City of Port Hueneme City Council (F-05, F-06, R-05)

City of Santa Paula City Council (F-07, F-08, R-06)

City of Ventura City Council (F-09, F-10, R-07, R-08)

City of Simi Valley City Council (F-11, R-09)

The following governing body within 90 days:

Ventura County Board of Supervisors (F-01 F-02, R-01, R-02)

REFERENCES

Ref-01. Ayub, B. (2021, March). *2018 Borderline and Grill Mass Shooting Public Safety Response After Action Review, pp. 24-29.* https://s45643.pcdn.co/wp-content/uploads/2023/10/Borderline-AAR_FINAL-UPDATED-03.24.21-1.pdf

Ref-02. Ayub, B. (2021, March). *2018 Borderline and Grill Mass Shooting Public Safety Response After Action Review, p. 53.* https://s45643.pcdn.co/wp-content/uploads/2023/10/Borderline-AAR_FINAL-UPDATED-03.24.21-1.pdf

Ref-03. COPS OFFICE United States Department of Justice. (2024, January 18). *Critical Incident Review: Active Shooter at Robb Elementary School.* https://cops.usdoj.gov/uvalde

Ref-04. Ventura County Sheriff's Office: Ventura County SO Policy Manual. (2023, May 25). *Policy 202, Role of the Ventura County Sheriff's Office of Emergency Services, p 21*. https://s29762.pcdn.co/wp-content/uploads/2023/05/RELEASE_20230525_T153331_Ventura-County-Sheriffs-Office-Policy-Manual.cleaned_Redacted.pdf

Ref-05. Theobald, T. (2023, September 26). *Adoption of a Resolution Establishing the Subscription Rates for the Regional Radio System for the County of Ventura for Fiscal Year 2023-2024.* Board of Supervisors, Ventura County. https://ventura.primegov.com/portal/item?id=260563

Ref-06. Information Technology Services. (2023, June 20). *Approval of, and Authorization for the Ventura County Chief Information Officer to Execute, a Communications and Services Agreement for the Continued Purchase of Equipment and Services for the 700MHz Regional Radio System and for Post-Warranty Maintenance and Software Upgrades with Motorola Solutions Incorporated in the Amount of $32,239,080.82.* Board of Supervisors, Ventura County. https://ventura.primegov.com/portal/item?id=258069

Ref-07. Fryhoff, J., Johnson, G., & Nasarenko, E. (2023, September 12). *Approval of, and Authorization for the Purchasing Agent to Sign, a Communications and Services Agreement for the Purchase of Two-Way Radio Equipment and Service for the Sheriff's Office, District Attorney's Office and Probation Agency with Motorola Solutions Incorporated in the Total Not-to-Exceed Amount of $12,584,216.* Board of Supervisors, Ventura County. https://ventura.primegov.com/portal/item?id=260189

Ref-08. The White House. (2024, March 23). *Statement from President Joe Biden on the Bipartisan Government Funding Bill.* https://www.whitehouse.gov/briefing-room/statements-releases/2024/03/23/statement-from-president-joe-biden-on-the-bipartisan-government-funding-bill

Ref-09. Congresswoman Julia Brownley's Office. (2024, March 6). *Brownley Secures $10.3 Million for Community Projects in the Fiscal year 2024 Spending Package*. https://juliabrownley.house.gov/brownley-secures-10-3-million-for-community-projects-in-the-fiscal-year-2024-spending-package

Ref-10. Interviews with various Ventura County agencies, including VCSO OES, VCFD, City of Camarillo, City of Fillmore, City of Oxnard, City of Port Hueneme, City of Santa Paula, City of Simi Valley, City of Thousand Oaks and City of Ventura.

Ref-11. Ventura County Sheriff's Office, Office of Emergency Services. (2020, January 21). *The Hill & Woolsey Fires Emergency Response After-Action Review*. https:vcportal.ventura.org/BOS/District2/Woolsey_Fires_Emergency_Response_After_Action_Review_01.21.2020.PDF

Ref-12. Motorola Solutions. (2023, January). *Motorola Solutions Law Enforcement Grants and Assistance.* Retrieved October 11, 2023, from https://www.motorolasolutions.com/en_us/solutions/government-grants/law-enforcement.html

Ref-13. Ayub, B. (2021, March). *2018 Borderline and Grill Mass Shooting Public Safety Response After Action Review, p. 56*. https://s45643.pcdn.co/wp-content/uploads/2023/10/Borderline-AAR_FINAL-UPDATED-03.24.21-1.pdf

Ref-14. Duke, E. C. (2017, October 10). *National Incident Management System*. FEMA.gov. https://www.fema.gov/sites/default/files/2020-07/fema_nims_doctrine-2017.pdf

Ref-15. United States Department of Justice. (2023, November 17). *Department of Justice Order 0904 Cybersecurity Program.* https://www.justice.gov/usdoj-media/jmd/media/894176/dl?inline

Ref-16. Motorola Solutions. (ND) *APX 8000 All-Band Portable Radio Unlimited Mobility. Uncompromising Performance.* Retrieved October 11, 2023, from https://www.motorolasolutions.com/en_xl/products/two-way-radios/portable-radios/apx-8000.html#tabproductinfo

Ref-17. Benites, J. (2023, July 27). Motorola Radio Purchase. City Council, Oxnard, CA. https://oxnardca.portal.civicclerk.com/event/4979/files/report/4515

Ref-18. Alikhan, A., & Schindler, D. (2023, April 24). *Approval to Purchase 168 Portable Radios from Motorola Inc. for the Police Department.* https://www.cityofventura.ca.gov/DocumentCenter/view/36003/08

GLOSSARY

TERM	DEFINITION
BOS	Board of Supervisors
CHP	California Highway Patrol
DOJ	United States Department of Justice

EOC	Emergency Operations Center
EOP	Emergency Operations Plan
FCC	Federal Communications Commission
ICS	Incident Command System
ITSD	Information Technology Services Department
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
OES	Office of Emergency Services
OPD	Oxnard Police Department
SVPD	Simi Valley Police Department
VCCCDPD	Ventura County Community College District Police Department
VCEMS	Ventura County Emergency Medical Services
VCFD	Ventura County Fire Department
VCRRS	Ventura County Regional Radio System
VCSO	Ventura County Sheriff's Office
VHF	Very High Frequency
VPD	Ventura Police Department

COUNTY of VENTURA
Grand Jury

800 South Victoria Avenue
Ventura, CA 93009
Tel (805) 477-1600
Fax (805) 658-4523
grandjury.countyofventura.org

Response to 2023-2024 Ventura County Grand Jury Report Form
(Please See California Penal Code Section 933.05)

Report Title: ***Linking First Responders – Ventura County Regional Radio System***

Responding Entity: Mayor John Zaragoza, City of Oxnard

FINDINGS

- I (we) agree with the Findings numbered: F-03, F-04
- I (we) disagree wholly or partially with the Findings numbered: _____
  (Attach a statement specifying any portions of the Findings that are disputed; include an explanation of the reasons.)

RECOMMENDATIONS

- Recommendations numbered R-03, R-04 have been implemented.
  (Attach a summary describing the implemented actions.)
- Recommendations numbered _____ have not yet been implemented but will be implemented in the future.
  (Attach a summary indicating the timeframe for implementation.)
- Recommendations numbered _____ require further analysis.
  (Attach an explanation to include: scope and parameters of the analysis or study and timeframe for the matter to be prepared for discussion with the agency or department head. The timeframe shall not exceed six months from the date of publication of the report.)
- Recommendations numbered _____ will not be implemented because they are not warranted or are not reasonable.
  (Attach an explanation.)

Date: _____ Signed: _____

Title: Mayor, City of Oxnard

Number of pages attached: 1

Response to 2023-2024 Ventura County Grand Jury Report
Recommendation Summary

Recommendation R-03

The Oxnard Police Department (OPD) began a project to update and replace its current radio infrastructure in FY 2022-2023. OPD has agreed to join VCRRS to implement a radio infrastructure that allows for interoperability.

In July 2022, the City of Oxnard purchased 160 Motorola APX 8000 portable radios and 247 APX 8500 mobile radios to replace aging equipment with building penetration problems and reception issues in certain areas. These radios are compatible with the VCRRS equipment and ready to integrate into VCRRS. The City of Oxnard is currently reviewing an MOU with VCRRS and will be ready to join the system before July 2025, absent any delays beyond their control.

Recommendation R-04

The City of Oxnard realizes the importance of integrated training for events related to active assailants and natural disasters. Oxnard Police and Oxnard Fire utilize the Incident Command System (ICS) during critical incidents. ICS is a standardized, on-scene, all-risk incident management concept. This allows its users to adopt an integrated organizational structure to match the complexities and demands of single or multiple incidents without being hindered by jurisdictional boundaries. Integrated training between the Police Department, the Fire Department, and other public safety agencies within Ventura County has occurred related to active assailant incidents in 2023 and is scheduled for 2024. This type of training will be ongoing and included the transition to VCRRS

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.6

DATE: July 16, 2024

TO: City Council

FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: MOU with Ventura County for Regional Radio System.

RECOMMENDATION

That the City Council approve and authorize a Memorandum of Understanding between the City of Oxnard and the County of Ventura for Regional Radio System subscription fees for Fiscal Years 2024/2025, 2025/2026, and 2026/2027 at an annual cost of $170,302.00.

BACKGROUND

For many years, the Oxnard Police Department has been challenged with an aging radio infrastructure and outdated portable and mobile radios. In addition to the aging infrastructure, the Department of Justice (DOJ) requires that, as of October 2020, all CLETS (California Law Enforcement Telecommunications System) subscribing agencies use an encrypted radio channel to transmit personally identifiable information. The Oxnard Police Department cannot comply with this requirement because the current radio infrastructure cannot support encryption.

The City of Oxnard has purchased new portable and mobile radios during the last 2 fiscal years. These radios were purchased to be compatible with the County of Ventura's 700 MHz radio system. The County of Ventura's radio system provides interoperability between public safety agencies in the County of Ventura, and conforms with the updated confidentiality requirements from the DOJ. This contract allows the City of Oxnard to enter an agreement with the County of Ventura to provide radio services, maintenance of all county radio equipment, programming of radios, and support services for the system.

This contract's recurring cost is "subscriber based" and depends on the amount of radios connected to the system per month. The Police Department has approximately 500 radios that are expected to be registered with the system. Operating costs associated with the Regional Radio System, including infrastructure and support costs, will be shared proportionately by the participating agencies. Subscriber rates will be based on the County's actual incurred expense increases in salaries and benefits, overhead, services, and supplies. A per-unit subscriber rate will be developed by apportioning all costs (system hardware and support costs) based on the total number of mountaintop sites utilized by the participating agency. Based on this method, the cost per radio connection per month is currently set at $19.96 (Oxnard is listed as regional access).

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is sufficient funding in the FY 2024-2025 General Fund Police department's operating budget to cover the first year's cost of $170,302. Subsequent fiscal years' funding will be requested in the annual budget process.

For Finance Use Only: General Fund (Org. 1012112, Obj. 53200).

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Gaye Lynn Ward, Police Communications Manager

ATTACHMENTS

1. Regional System MOU
2. County IT rate calculator
3. Adopted Resolution
4. Board Letter

VENTURA COUNTY REGIONAL RADIO SYSTEM
USE AGREEMENT

This Use Agreement ("Agreement") shall be effective as of _____ by and between the County of Ventura ("COUNTY") and _____ ("AGENCY"). The following terms shall apply:

COUNTY operates, manages, and maintains the Ventura County Regional Radio System ("REGIONAL RADIO SYSTEM") and all equipment used to communicate on the REGIONAL RADIO SYSTEM. Agency's use of the REGIONAL RADIO SYSTEM must always be in compliance with the terms of this Agreement and must never hinder the functionality or operation of the REGIONAL RADIO SYSTEM.

Supervision over the provision of County services, the standards of performance and other matters incident to the performance of such services, shall remain with the COUNTY.

1. GENERAL

1.1 AUTHORITY

1.1.1 The COUNTY retains ultimate legal and financial responsibility over the REGIONAL RADIO SYSTEM.

1.2 PERIOD OF PERFORMANCE

1.2.1 The initial term of this Agreement shall be for a period of one hundred eighty (180) months commencing _____and expiring at 12:01 a.m. on _____,_____.

1.3 TERMINATION BY COUNTY

1.3.1 COUNTY shall have the right to immediately terminate this Agreement if AGENCY: files for voluntary or involuntary bankruptcy for the adjudication of Agency as a debtor; makes a general assignment, or AGENCY's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors; does not comply with applicable law. In addition, COUNTY may terminate this Agreement in the event of a material breach of the Agreement by AGENCY if such breach is not cured within thirty (30) days after written notice from COUNTY.

1.3.2 Continuation of the Agreement is subject to the appropriation of funding by the COUNTY's Board of Supervisors. If funds are not appropriated, or if the COUNTY no longer desires to use the REGIONAL RADIO SYSTEM, the

COUNTY will provide support and assure full operation for a minimum five (5) years or through the end of this Agreement, whichever comes first. If the COUNTY elect's early termination of this Agreement, all subscriber fees and any ancillary expenses will be frozen at the current Board approved rate existing at the time of the termination notice.

1.3.3 Upon termination of operations by the COUNTY, the COUNTY shall make every effort to reassign the appropriate frequencies to the AGENCY in a manner and timeline to be agreed upon by the participating agencies. In addition, AGENCY may terminate this Agreement in the event of a material breach of the Agreement by COUNTY if such breach is not cured within thirty (30) days after written notice from AGENCY.

1.4 TERMINATION BY AGENCY

1.4.1 This Agreement may be terminated by AGENCY effective only on June 30 in any calendar year and with not less than one full year (12 months) written notice to COUNTY, prior to the effective date of termination.

1.5 COUNTY'S REPRESENTATIVE

1.5.1 COUNTY appoints its Chief Information Officer, or designee, as its authorized representative to administer this Agreement.

Notices:

Notices required to be given by either party under this Agreement shall be in writing to the following addresses:

COUNTY	**AGENCY**
County of Ventura	<Agency Name>
Chief Information Officer	<Agency Contact Person/Title>
800 South Victoria Avenue #1100	<Agency Address>
Ventura, CA 93009	<Agency City, ST ZIP>

1.6 GENERAL

1.6.1 This Agreement contains all the terms agreed to by COUNTY and AGENCY related to the subject matter of this Agreement. There shall be no oral or other terms agreed to by the parties. No waiver by either party at any time of any of the terms and conditions of this Agreement shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms of the Agreement. This Agreement may be modified only by a written amendment signed by both parties.

1.6.2 COUNTY and AGENCY shall cooperate with each other to reasonably assist in performance of the other party's obligations under this Agreement.

1.7 INDEMNIFICATION

1.7.1 Subject to the terms of this Agreement, AGENCY and COUNTY shall indemnify, defend, and hold harmless each other from any and all liability for any claims, losses, damages, or injuries to persons or property caused by the negligence or intentional acts of the indemnifying party, its agents or employees, arising from or related to this Agreement, including without limitation all Consequential damages.

1.8 GOVERNING LAW

1.8.1 The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, will be construed pursuant to and in accordance with the internal laws of the State of California.

1.9 FORCE MAJEURE

1.9.1 Neither party shall be responsible for delays or failures in performance resulting from acts beyond such party's control. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact.

1.9.2 COUNTY shall make every reasonable effort to assure public-safety grade reliability of the REGIONAL RADIO SYSTEM. Restoration of service shall be made at the highest level of priority as compared to any other COUNTY communication or data system. Restoration of facilities shall not be dependent on reimbursement or compensation by insurance, grant, disaster declaration, or other outside means.

1.10 GOVERNANCE COMMITTEES

1.10.1 The Ventura County Information Technology Services Department will operate and maintain the REGIONAL RADIO SYSTEM. As the governing body for the County, the Board of Supervisors shall have ultimate fiscal and operational control over the REGIONAL RADIO SYSTEM and shall be ultimately responsible for the overall administration and direction of the REGIONAL RADIO SYSTEM through interaction with the GOVERNENCE COMMITTEES.

1.10.2 To assist in the administration of the REGIONAL RADIO SYSTEM, an oversight governance committee (OVERSIGHT COMMITTEE) shall be established to provide oversight of the REGIONAL RADIO SYSTEM.

1.10.3 The OVERSIGHT COMMITTEE will review all matters relating to the design, build, operation, and maintenance of the REGIONAL RADIO SYSTEM. In addition, this committee will review and approve all requests for new agencies to join the REGIONAL RADIO SYSTEM.

1.10.3.1 The OVERSIGHT COMMITTEE shall be made up of one named voting member and their alternate per AGENCY, designated by the AGENCY and submitted in writing to the COUNTY, no later than June 30th each calendar year.

1.10.3.2 While the COUNTY may have several agencies using the system, the COUNTY will have one participant and subsequent vote on the OVERSIGHT COMMITTEE.

1.10.3.3 The County Chief Information Officer will be a non-voting member in their role as contract administrator.

1.10.3.4 The Chairperson and Vice Chairperson of the OVERSIGHT COMMITTEE shall be biennially elected by a majority vote of the committee. The Chairperson and Vice Chairperson shall serve at the discretion of the majority of the OVERSIGHT COMMITTEE.

1.10.4 The OVERSIGHT COMMITTEE may appoint subcommittees as necessary. These subcommittees will be chartered with responsibilities, meeting frequencies, etc. Subcommittees will not have any voting rights and should include appointees from each voting AGENCY.

1.10.5 Responsibilities of the OVERSIGHT COMMITTEE shall include but not be limited to:

1.10.5.1 Meeting quarterly or more frequently, if necessary.

1.10.5.2 Developing and approving REGIONAL RADIO SYSTEM operating policies and procedures.

1.10.5.3 Identifying participating AGENCY needs and requirements.

1.10.5.4 Addressing concerns of participating agencies.

1.10.5.5 Reviewing and adopting recommendations regarding the establishment of system priorities and talk groups.

1.10.5.6 Establishing subcommittees as necessary to ensure the interests and concerns of the REGIONAL RADIO SYSTEM as represented and to ensure technical issues are thoroughly researched and addressed to the satisfaction of the OVERSIGHT COMMITTEE.

1.10.5.7 Monitoring the implementation and management of the REGIONAL RADIO SYSTEM.

1.10.5.8 Review and approval of annual rate increases if requested by the COUNTY.

1.10.5.9 Making recommendations to the COUNTY Chief Information Officer for presentation to the County Board of Supervisors

1.10.5.10 Review technical and financial impacts of potential new customer contracts.

1.11 Severability

1.11.1 Should any provision of this Agreement be determined by a court or regulatory agency of competent jurisdiction to be invalid, illegal or unenforceable, it shall be severed, and the remaining provisions shall not be impaired or affected thereby.

1.12 Assignments

1.12.1 This Agreement binds and inures to the benefit of the COUNTY and AGENCY. It may not be assigned by either party without the express written consent of the other.

1.13 Nondiscrimination

1.13.1 The parties agree not to engage in any form of unlawful discrimination because of race, color, national origin, religion, sex, sexual orientation, disability, age, military status, creed, marital status, or any other legally protected status with respect to activities undertaken pursuant to this Agreement.

1.14 Independent Status

1.14.1 Each party and its employees and agents, and subcontractors, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the other party. Each party shall be solely responsible for the acts and omissions of its officers, agents, and employees. Nothing herein shall be considered as creating a legal partnership or joint venture between the parties.

1.15 Publicity

1.15.1 Both parties agree to jointly review and approve any public informational releases, including text, layout, photographs, etc., which describe the partnership or activities covered under this Agreement.

1.16 Execution

1.16.1 This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together constitute one and the same instrument. Further, this Agreement may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format (“.PDF”) version by email and such electronic signature(s) shall be deemed as original for purposes of this Agreement and shall have the same force and effect as a manually executed original.

2. FISCAL MANAGEMENT

2.1 COST APPORTIONMENT & RATE MODIFICATIONS

2.1.1 Operating costs associated with the REGIONAL RADIO SYSTEM, including infrastructure and support costs, will be shared proportionately by the participating agencies. Subscriber rates will be based on the County's actual incurred expense increases in salaries and benefits, overhead, services and supplies. A per unit subscriber rate will be developed by apportioning all costs (system hardware and support costs) based on the total number of mountaintop sites utilized by the participating AGENCY

2.1.2 Two subscriber rate plans have been made available to participating agencies, based upon their assumed day-to-day operational needs.

2.1.2.1 **Regional Access:** Regional access is defined as a single entity that uses up to three sites to operate:

2.1.2.2 **Full Access:** Full Access is defined as a single entity that uses more than three sites for the majority of their operations.

2.1.3 No later than December 31 of each year the County Chief Information Officer shall prepare and present to the OVERSIGHT COMMITTEE a preliminary budget for the subsequent Fiscal Year. The Preliminary Budget must include all operational and maintenance costs, planned capital costs, and cost distribution methodologies for the upcoming year.

2.1.4 The proposed rate offered by the COUNTY includes an annual 4% cost of living increase for salaries and benefits. Should the cost-of-living increase beyond 4%, an additional 2% increase may be considered by the OVERSIGHT COMMITTEE.

2.1.5 REGIONAL RADIO SYSTEM rates will be reviewed, adjusted, and approved annually by the Oversight Committee. Once agreed upon by the committee, the new rate schedule will be proposed for adoption by the Ventura County Board of Supervisors. Rate changes will take effect July 1 of each year.

2.1.6 COUNTY shall invoice AGENCY each month for the total number of subscribers that they have registered in the system that indicate usage over 5 minutes during the monthly period. The payment shall be due and payable within 30 days of the invoice date.

3. SYSTEM DESIGN

3.1 DESIGN OBJECTIVES

3.1.1 The REGIONAL RADIO SYSTEM design objectives for the performance of portable and mobile voice and the quality of coverage provided shall be determined by the OVERSIGHT COMMITTEE

3.1.1.1 Unless otherwise decided by the OVERSIGHT COMMITTEE it is understood that the REGIONAL RADIO SYSTEM shall be designed, operated, managed, and maintained to achieve 95% street level coverage reliability measured to and from typical portable radios, used in the system, while on the wearer's belt and within the area depicted in APPENDIX A. Methodology for both prediction and measurement of such performance shall be in accordance with TIA standard TSB88.

3.1.1.2 In the event that the REGIONAL RADIO SYSTEM encounters a sustained degradation of service below the standards set forth in Section 3.1.1.1, the County Chief Information Officer will be responsible for evaluating the issue and proposing a solution(s) to the satisfaction of the OVERSIGHT COMMITTEE.

3.1.2 The REGIONAL RADIO SYSTEM shall be designed to meet the loading requirements of the anticipated busiest hour for all planned users over the life of the system.

3.1.2.1 Unless otherwise decided by the Oversight committee, the system shall be designed, operated, managed, and maintained to achieve a 2% grade of service (GOS) or better during average daily busy hours, without invoking priority access.

3.1.2.2 A 2% grade of service is a standardized method of quantifying the throughput of the REGIONAL RADIO SYSTEM. For every 100 attempts to transmit during the busy hour, no more than 2 attempts are blocked for more than 5 seconds.

3.1.3 A list of all features currently supported by the REGIONAL RADIO SYSTEM will be incorporated into APPENDIX B.

3.2 RADIO COVERAGE & GRADE OF SERVICE

3.2.1 It is the intent of the COUNTY to provide radio coverage as depicted in Attachment A. The information depicted in APPENDIX A is a predictive signal propagation map and does not guarantee coverage in all areas outlined.

3.2.2 Requests for additional coverage beyond these boundaries may be made to the OVERSIGHT COMMITTEE. Upon approval, the COUNTY will perform an analysis and provide cost estimates.

3.2.3 Upon completing any significant repairs and/or upgrades, the COUNTY shall complete system testing to ensure signal propagation remains in alignment with APPENDIX A.

3.2.4 Any consideration to add new agencies or specialty features shall be evaluated and approved by the OVERSIGHT COMMITTEE before implementation. When appropriate, evaluation of such proposals shall include a calculation of throughput and GOS for the REGIONAL RADIO SYSTEM.

3.2.5 The COUNTY or its agent shall, at a minimum, publish monthly reports to the OVERSIGHT COMMITTEE confirming REGIONAL RADIO SYSTEM performance to include daily busy hour statistics by talk group, site, zone, and agency. This report will also include an after action reports for any major repair or upgrade activity in the prior month.

3.3 USER PRIORITIZATION & ACCESS

3.3.1 In the event regional radio channels are busy, users wanting to speak shall be prioritized as follows, regardless of how long they have been waiting:

3.3.1.1 **Priority One – Emergency Identification**. Emergency Identification is defined as the message received when a member calls for immediate assistance by activating an emergency button or switch on the user radio equipment.

3.3.1.2 **Priority Two – Public Safety**. Public safety includes the normal daily radio transmissions of law enforcement, fire service, paramedic providers and disaster response resources using the REGIONAL RADIO SYSTEM.

3.3.1.3 **Priority Three –Special Event.** Special Event includes planned events involving public service participants that are beyond the scope of their normal daily operations. This includes any special event for public safety organizations such as fundraising, community service, public awareness, etc.

3.3.1.4 **Priority Four – Non-Public Safety, Government.** Non-Public Safety Government includes normal daily radio transmissions of public services agencies, including but not limited to: Animal Services, Public Transit and Public Utilities.

4. RADIO SYSTEM MANAGEMENT

4.1 SYSTEM MANAGEMNET

4.1.1 The COUNTY is responsible for the day-to-day management, operation, and oversight of the REGIONAL RADIO SYSTEM. The County IT Services Staff is responsible for making decisions on issues related to the day-to-day operation of the system and addressing urgent system operations, maintenance, and repair decisions. This includes, but is not limited to, the following:

4.1.1.1 Monitoring all radio systems and components for normal operation.

4.1.1.2 Physical and logistical security of mountaintop sites, radio system and network.

4.1.1.3 Diagnosing system performance, problems, and developing correction action recommendations.

4.1.1.4 Dispatching appropriate repair services in the event of a malfunction of system equipment.

4.1.1.5 Managing the database elements, including subscriber IDs, talk group IDs, and the various parameters that relate to their effective operation.

4.1.1.6 Working with all agencies and their technical staff to diagnose and resolve problems that involve radio operations, maintenance, or repair of the infrastructure equipment.

4.1.1.7 Serving as the point of contact (POC) with infrastructure equipment manufacturers for issues related to the radio systems.

4.1.1.8 Providing timely information to Agencies on issues that arise, or repair/maintenance issues related to system infrastructure equipment that would affect normal radio operations.

4.1.1.9 Perform preventive system maintenance and administration per vendor's recommendations.

4.1.1.10 Manage all applicable Federal Communications Commission (FCC) licenses authorized to the County.

4.1.1.11 Prepare and maintain all system documentation.

4.1.1.12 Evaluate new technology for possible cost reduction or service enhancements.

4.1.1.13 Set and maintain standards of "Approved Equipment" that access County radio systems.

4.1.1.14 Identify and correct private carrier Radio Frequency (RF) related interferences affecting public safety systems.

4.2 TALK GROUPS

4.2.1 A talk group is a defined organizational grouping of radio users that need to communicate together. When two or more radio users select the same talk group on their radios, all radio users with that talk group selection hear the transmitted audio. A talk group plan is a summary of all defined radio talk groups. This plan is then used to develop the radio template that is the programming data for the individual radios. The OVERSIGHT COMMITTEE is responsible for the talk group plan including the total number of talk groups. .It may delegate that responsibility to a subcommittee.

4.2.2 Talk groups are "owned" by the AGENCY that uses a talk group for primary business operations. Authority to assign or release a talk group for use by other entities resides with the owner of the talk group.

4.2.3 Several talk groups will be designated as interoperability talk groups. Interoperability talk groups are assigned a single AGENCY owner by the County.

5. SYSTEM OPERATIONS

5.1 SERVICE LEVEL OBJECTIVES

5.1.1 The County IT team that supports the REGIONAL RADIO SYSTEM provides support during normal business hours and after hours/on-call support 24 hours a day, 7 days a week, 365 days per year.

5.1.2 The following objectives are currently in place for all existing County radio and microwave systems. These objectives may be modified by the OVERSIGHT COMMITTEE; however, rates may increase based upon the resulting approved OVERSIGHT COMMITTEE changes.

5.1.3 Types of expected failures and response time objectives:

5.1.3.1 Complete system failure – The County team will engage within 1 hour and will continue to work until service is restored.

5.1.3.2 Single site failure – The County team will engage within 1 hour to assess the outage and determine appropriate next steps.

5.1.3.3 Feature failures – The County team will respond within 4 hours of the outage and will work under best efforts until resolved.

5.2 SUBSCRIBER UNIT PROGRAMMING

5.2.1 The COUNTY will support participating agencies by providing programming handheld and mobile subscriber devices, as needed. Generally, County IT Services Staff will complete programming requests within 7 business days.

5.2.1.1 County IT Services staff may limit programming to radios that are FCC certified and P25 compliant and are programmable using software that is readily available and supported by the manufacturer.

5.2.2 If a participating AGENCY requires access to another AGENCY's talk group(s), the requesting AGENCY must obtain written permission from the talk group owner AGENCY and submit that written authorization to the County IT Service Desk for processing.

5.2.3 AGENCY is responsible for the purchase, maintenance, and repair of its own Subscriber Units and related equipment. In addition, the AGENCY will be responsible for the subscriber unit purchase of any optional features regardless of whether they are supported in the REGIONAL RADIO SYSTEM.

5.2.4 AGENCY is responsible for the purchase, maintenance, repair, and connection of its consoles to the COUNTY system core.

5.3 SERVICE / SUPPORT REQUESTS

5.3.1 For urgent matters, including system outages or service degradation, COUNTY IT Services on-call personnel will respond within 1hour or less to diagnose the problem.

5.3.2 Priority will be given to the most impactful issue as determined by the County Chief Information Officer. Multiple IT Services staff (teams) may be deployed to multiple sites simultaneously.

5.3.3 The OVERSIGHT COMMITTEE will be convened as soon as possible to discuss and provide its input on priorities if the COUNTY cannot address multiple issues simultaneously.

5.4 SYSTEM STATUS / OUTAGE NOTIFICATIONS

5.4.1 COUNTY is responsible for monitoring the REGIONAL RADIO SYSTEM on a 24-hour basis, whether by on-site personnel or by an automated electronic monitoring and notification process. COUNTY shall notify AGENCY's designated representative in advance of any planned or unplanned maintenance activities affecting AGENCY. Notification of planned maintenance shall be made in accordance with section 6.5.

5.4.2 Realtime monitoring of GOS, among other parameters, will be used to determine repair priority levels. Any hardware or software failure that results in a real-time GOS of 5% or greater shall be treated as a major failure immediate repair response.

5.4.3 Due to the complexity and distributed administration and maintenance of the REGIONAL RADIO SYSTEM, problems typically occur when changes are made to hardware or software. To keep all representatives informed of any updates, notifications will be sent to all AGENCY representatives, OVERSIGHT COMMITTEE members and any subcommittee members, when the following actions occur:

5.4.4 Planned maintenance work is being performed on the REGIONAL RADIO SYSTEM that will impact performance or system operation.

5.4.5 Equipment malfunctions or failure occur that affect system performance or operation.

5.4.6 Configuration changes in infrastructure equipment or software.

5.5 SYSTEM MAINTENANCE

5.5.1 In the event of planned maintenance, the COUNTY will use all efforts to conduct this type of activity during off-peak hours where radio utilization is as low as possible. If an emergency or high priority incident is in progress at the time of scheduled maintenance, it may be necessary for the COUNTY to reschedule or delay the maintenance until the situation has stabilized and can be safely moved to alternate talk groups or channels.

5.5.2 Advanced notice of seven (7) business days shall precede planned maintenance activities. The notification methods shall be by phone, email, radio, or any combination of the same. The notification will consist of the type of planned maintenance activity, when the maintenance will be conducted, the amount of time anticipated to complete the activity and the anticipated impact to the REGIONAL RADIO SYSTEM and subsystems.

5.5.3 If a known activity has a significant operational impact upon any specific AGENCY, confirmation of receipt of notification shall be obtained. It is the responsibility of the COUNTY to ensure that all Agencies are notified well in advance of any such operations. Whenever possible, these operations shall be scheduled when the normal radio traffic is slowest.

5.6 SYSTEM OUTAGES

5.6.1 Upon notification of an equipment outage, COUNTY technical staff is expected to:

5.6.1.1 Determine the impact of the impairment to the operation of the REGIONAL RADIO SYSTEM. A minor failure is something that either does not affect or minimally affects user functionality, capacity, or coverage. A major failure is something that seriously affects coverage, capacity, or risks user functionality of the REGIONAL RADIO SYSTEM.

5.6.1.2 Determine if there are internal or external factors that alter the priority of system impairment, such as weather, subscriber loading, unique public safety activities or impending events, etc.

5.6.1.3 Determine if manual intervention is required. A serious failure requires initiating repair processes regardless of the time of day. Minor failures can wait until normal business hours or other convenient time before repair.

5.6.1.4 Determine if additional external resources are required.

5.7 LOST OR STOLEN EQUIPMENT

5.7.1 In the event that a radio programmed on the REGIONAL RADIO SYSTEM is lost, stolen, or missing, the COUNTY shall be notified immediately by the AGENCY. The AGENCY shall report lost/missing radios to the IT Service Desk at it.servicedesk@ventura.org or 805-658-4357. County personnel will disable and remove the radio from the REGIONAL RADIO SYSTEM within 4 hours

6. FUTURE SYSTEM ENHANCEMENTS

6.1 SYSTEM UPGRADES

6.1.1 AGENCY shall make any request for expanded services the OVERSIGHT COMMITTEE. The OVERSIGHT COMMITTEE will review the request and may grant preliminary approval for the AGENCY to work with the COUNTY in evaluating and developing planning for the request.

6.1.2 Examples of requests for expanded services include a request to add sites to the network to increase AGENCY's in-building coverage or to implement a network upgrade in order to receive a new feature. These types of requests require detailed assessment and planning due to their potential technical and rate impacts to all users.

6.1.3 The COUNTY will provide the assessment/evaluation information to the AGENCY and if it wants to proceed the AGENCY will present the request to the OVERSIGHT COMMITTEE for review and approval.

6.1.4 The OVERSIGHT COMMITTEE may choose to approve the requested enhancement resulting in the revision of the approved rate structure or require the AGENCY to solely pay the full cost of the change without any rate increase.

6.1.5 All submitted requests for improvement will require a technical review to ensure that no agency is subject to negative impacts to operations and if there are negative impacts, there is a mitigation plan developed and included in the plan that is acceptable to all affected partners.

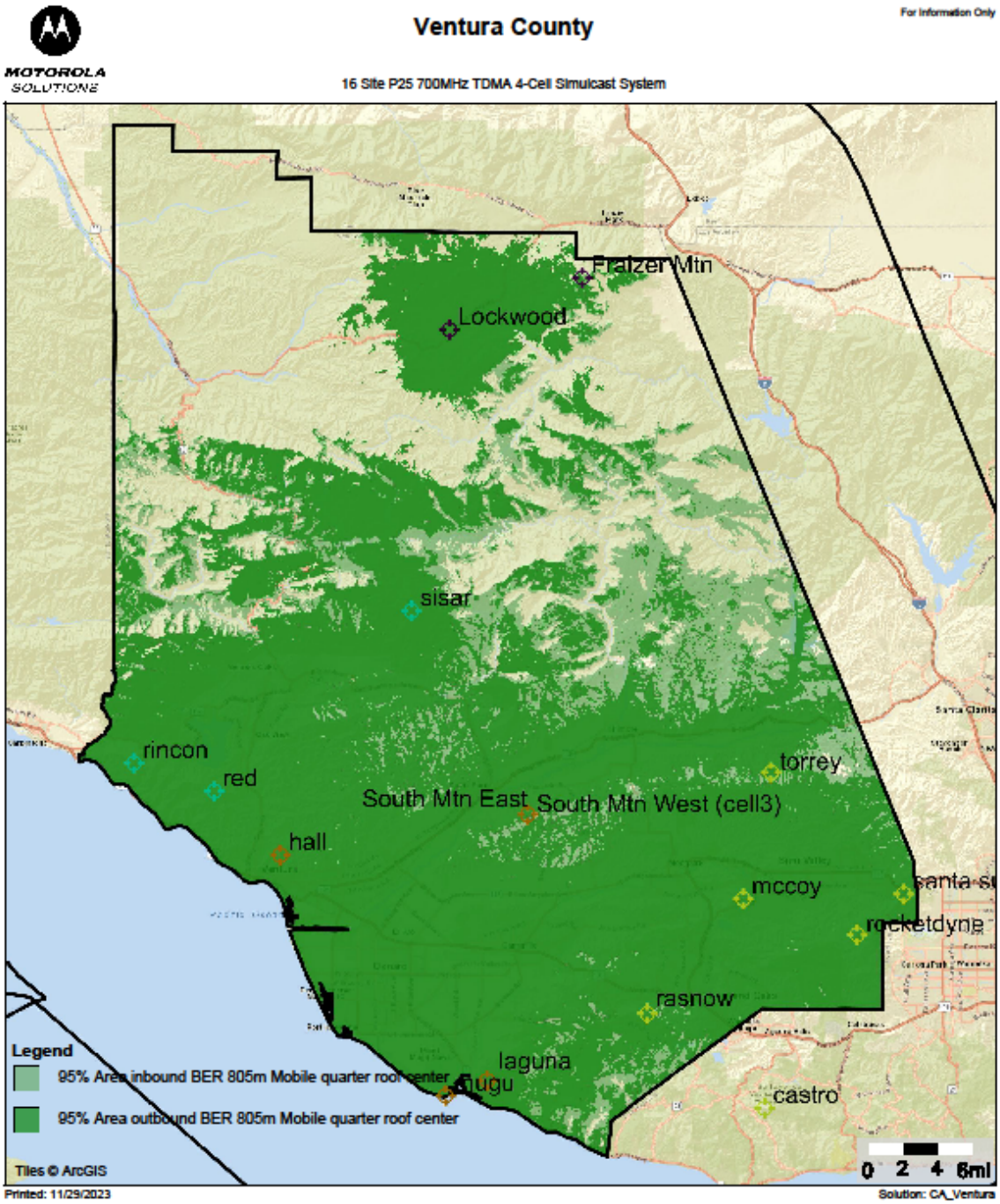
6.1.6 If the OVERSIGHT COMMITTEE fails to identify a funding strategy for the proposed upgrade, The County reserves the right to veto the proposed change.

VENTURA COUNTY REGIONAL RADIO SYSTEM
USE AGREEMENT

COUNTY OF VENTURA	AGENCY
_____	_____
PRINTED NAME	PRINTED NAME
_____	_____
SIGNATURE DATE	SIGNATURE DATE

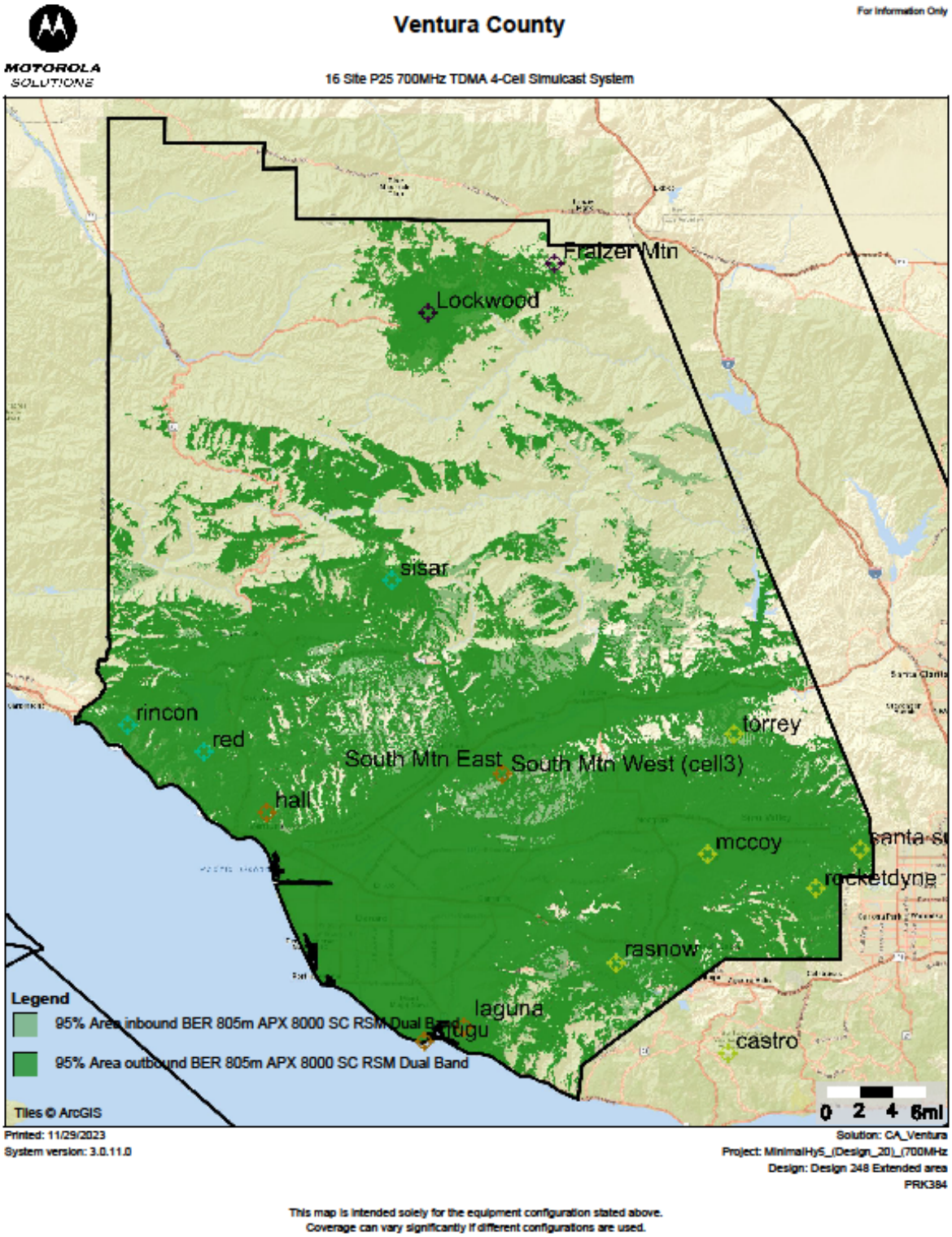
APPENDIX A: PREDICTED COVERAGE MAPS

MOBILE COVERAGE MAP



This map is intended solely for the equipment configuration stated above.
Coverage can vary significantly if different configurations are used.

PORTABLE COVERAGE MAP



This map is intended solely for the equipment configuration stated above.
Coverage can vary significantly if different configurations are used.

APPENDIX B: REGIONAL RADIO FEATURE LIST

Radio Requirements

- FCC approved, P25 capable mobile or portable radio capable of operating on the 700mHz band.
- P25 9600 baud trunking enabled
- TDMA Enabled

Optional Features Supported

- Encryption (AES)
- Emergency trigger enablement
- Motorola Smart Connect, including LTE and WiFi connectivity
- Motorola Smart Mapping
- Motorola Smart Locate
- Motorola OTAP

FY 2023-24 INFORMATION TECHNOLOGY SERVICES AND NETWORK SERVICES RATES			
Service	Unit of Measure	Service Rates per Month	
		FY 2022-23	FY 2023-24
Regional Radio - Full Access	Per Registered Radio	$ -	$ 146.17
Regional Radio - Regional Access	Per Registered Radio	$ -	$ 19.96

Subscribing entities may maintain an agreed upon number of radios as indicated in their MOA as stand by radios. If such radios exceed 5 minutes of usage in each month, the subscribing entity will be billed for that radio.

RESOLUTION NO. 23-131

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF VENTURA ESTABLISHING REGIONAL RADIO SUBSCRIPTION RATES FOR THE COUNTY OF VENTURA'S REGIONAL RADIO SYSTEM FOR FISCAL YEAR 2023-2024

WHEREAS, the Board of Supervisors ("Board") of the County of Ventura (County) may, by resolution, establish and amend rates and fees within their respective authority;

WHEREAS, the proposed regional radio subscription rates for the County's Regional Radio System are consistent with state law and the policy of the Board of full cost recovery whenever feasible;

WHEREAS, the proposed regional radio subscription rates do not exceed the estimated reasonable costs of the regulatory activity they support, and those costs apportioned to individual payers in a manner that bears a fair or reasonable relationship to the payers; burdens on or benefits from the regulatory activity; and

WHEREAS, the proposed regional subscription rates are for services provided exclusively to other local governments and organizations.

NOW, THEREFORE, BE IT RESOLVED that the Board of the County hereby:

1. Adopts the proposed regional radio subscription rates as set forth in Exhibit A attached hereto for fiscal year 2023-2024.

2. The regional radio rate will become effective October 1, 2023.

On Motion by Supervisor Parvin, seconded by Supervisor Long, and duly carried, the Board hereby approves and adopts this Resolution on the 26th day of September 2023.

Matt LaVere, Chair
Board of Supervisors
County of Ventura

ATTEST:
Dr. Sevet Johnson, Clerk of the Board of Supervisors of Ventura County, State of California.

BY: Lori Key
Deputy Clerk of the Board

COUNTY of VENTURA

INFORMATION TECHNOLOGY SERVICES
Terrence Theobald
Chief Information Officer

September 26, 2023

Board of Supervisors
County of Ventura
800 South Victoria Avenue
Ventura, California 93009

SUBJECT:

Public Hearing Regarding Adoption of a Resolution Establishing the Regional Radio Subscription Rates for the Regional Radio System for the County of Ventura for Fiscal Year 2023-2024, Effective October 1, 2023; and, for the Ventura County Chief Information Officer ("CIO") or Designee to Execute Memorandums of Agreement with Regional Partners that will Subscribe to Utilization of the Regional Radio System, Subject to County Counsel's Approval.

RECOMMENDATIONS:

1. Adopt the attached Resolution establishing the regional radio subscription rates for the Regional Radio System for Ventura County for fiscal year 2023-2024, effective October 1, 2023.

2. Authorize the CIO, or designee to execute Memorandums of Agreement ("MOA") with the regional partners that will subscribe to the utilization of the Regional Radio System, subject to County Counsel's approval.

FISCAL/MANDATES IMPACTS:

Mandatory:	No
Source of Funding:	9712 - Revenue
Funding Match Required:	No
Impact on Other Departments:	None

SUMMARY OF REVENUES AND COSTS:	**FY2023-24**	**FY2024-25**
Revenues:	$2,600,322	$3,467,096
Costs:		
Direct	$2,600,322	$3,467,096
Indirect-Dept	$0	$0
Indirect-County CAP	$0	$0
Total Cost	$2,600,322	$3,467,096
Net County Cost	$0	$0
Recovered Indirect Costs	$0	$0

1957-A Eastman Avenue, Ventura, California 93003 (805) 654-3540 - FAX: (805) 654-3394

FY 2023-24 Budget Projection for 4850 ITS Network Services				
	Adopted Budget	Adjusted Budget	Projected Budget	Estimated Savings/(Deficit)
Appropriations	$25,237,194	$25,237,194	$25,237,194	$0
Revenue	$25,237,194	$25,237,194	$25,237,194	$0
Operating Gain/(Loss)	$0	$0	$0	$0

Includes lease payments, interfund and capital asset related expenses.

DISCUSSION:

In 2015, your Board approved a letter to the Federal Communications Commission (FCC) expressing support for the County of Ventura's plan to develop a countywide 700MHz regional radio network. This project was conceived to enhance multi-agency interoperability and provide greater channel capacity over the existing very high frequency (VHF) system. With your Board's support, Ventura County Information Technology Services (ITS) secured 56 frequencies within the 700 MHz spectrum. In 2016, ITS provided a five-year slow growth plan to the FCC, which was subsequently approved. Currently this plan provisions six sites to expand the 700MHz Regional Radio system: South Mountain East, South Mountain West, Hall Mountain, Laguna Peak, Torrey Hill, and Rocketdyne.

On June 20, 2023, your Board approved a contract with Motorola to complete the remaining sites. Since this network is specifically designed to provide a regionally integrated communications platform, ITS has communicated with the Sheriff's Office, Probation, District Attorney's Office, Fire Protection District (FPD), and all the incorporated cities within Ventura County regarding this future radio network. The cities of Oxnard and Ventura plan to have their Police Departments use the system, and other cities are also considering the use of this system.

The County has sixteen towers located throughout the region. It has been determined that the County partners will utilize three (3) of the towers within their geographic area. Therefore, a rate model has been developed to provide "Regional Access" and "Full Access" rate. The full access users must pay a rate that is the sum of the regional access rate, and the full access rate. The cost base for the rate calculation utilizes a 10-year average of expenses. The average is utilized to smooth the rate as depreciation, maintenance, and software update costs will begin in approximately year six of the projection. The proposed rates are calculated with only the known contracting entities as the subscribers. As new entities contract with the regional radio system, this will increase the number of subscribers and therefore reduce the rate. The rate will be adjusted either annually, or as outlined in the memorandums of agreement with the external partners. The methodology utilized to develop this rate has been reviewed and approved by the Auditor-Controller's Office. Thus, ITS requests that your Board adopt a resolution establishing the regional radio subscription rates for the County of Ventura for fiscal year 2023-2024 effective on October 1, 2023, and authorize the CIO, or designee, to sign MOAs with the regional partners that will subscribe to the utilization of the Regional Radio System, subject to County Counsel's approval.

ITS has agreed to waive the subscription fees for FPD for 12 months from adoption of the regional radio rate due to FPD's prior contributions towards the project in excess of $4 million dollars. FPD currently has radios registered to the 700 MHZ system for test purposes and that would prompt charging the regional radio subscription rate. However, FPD purchased the Core for the 700 MHZ system (approximately $4 million) and is upgrading the tower at their site at their expense. FPD also contributed $375,000 towards the upgrade of the South Mountain site last year, specifically for the 700 MHZ system. Lastly, FPD is not fully committed to 700 MHZ at this time and this waiver will provide time to determine if they will proceed. FPD will need to decide if they will subscribe to the regional radio system and pay the rate or discontinue the use of the registered radios on the regional radio network.

Your Board's approval is also requested to authorize the CIO to sign the Memorandums of Agreement with the subscribing entities subject to County Counsel review and approval. Within the agreements, there will be an agreed upon number of radios that will be designated as stand-by radios. If the stand-by radios exceed five (5) minutes of usage each month, the subscribing entity will be billed for those radios.

In accordance with state law, the Office of the Clerk of the Board has issued a public notice for the public hearing on establishing the regional radio subscription rates for the Regional Radio System for Ventura County for fiscal year 2023-2024 effective October 1, 2023.

This item has been reviewed by the County Executive Office, County Counsel, General Services Agency – Procurement, and the Auditor-Controller's Office. If you have any questions, please contact me at (805) 654-2744.

Sincerely,

TERRENCE THEOBALD
Chief Information Officer
Information Technology Services

TT/TY: dc

Attachments: Resolution
Exhibit 1 - ITS Regional Radio Rate Schedule

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.7

DATE: July 16, 2024

TO: City Council

FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: MOU Agreement with Ventura County District Attorney's Office for Internet Crimes Against Children Investigations.

RECOMMENDATION

That the City Council approve and authorize the Mayor to sign a three-year agreement with the Ventura County District Attorney's Office, with a total agreement amount not to exceed $494,544 for the collaborative partnership between the Police Department and Ventura County District Attorney's Office for the detection, investigation, and prosecution of Internet Crimes Against Children (ICAC) cases.

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

BACKGROUND

Oxnard is the largest city in Ventura County and has the highest number of Internet Crimes Against Children Cases (ICAC). ICAC cases are generally reported through cybertips. A cybertip is a designated reporting mechanism for the public and electronic service providers (ESPs) to report instances of suspected child sexual exploitation. In 2022, the Police Department received over 327 cybertips for the exploitation of children. In 2023, the Police Department received over 308 cybertips for the exploitation of children.

The Police Department and the Ventura County District Attorney's Office (VCDAO) are committed to the aggressive investigation and prosecution of criminal cases involving the sexual exploitation of children. A collaborative relationship between the Police Department and VCDAO will enhance the successful detection, investigation, and prosecution of ICAC cases.

The VCDAO has two units within its Bureau of Investigation uniquely qualified to investigate ICAC cases. This memorandum of understanding (MOU) establishes a three-year agreement between the Police Department and the VCDAO whereby the VCDAO agrees to investigate ICAC cases committed or believed to be committed in Oxnard.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total amount of this agreement is $494,544. The agreement is for a three (3) year term. The total cost for the first year is $160,000. The second year's annual costs are $164,800. The third-year's annual cost is $169,744. Funding for FY2024-25 is included in the adopted FY2024-25 Budget. Funding for subsequent years will be requested in the respective annual budgets.

For Finance use only: General Fund (Org. 1012121, Obj. 53200)

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 2-0 on June 25, 2024, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Dale McAlpine, Sergeant

ATTACHMENTS

1. OPDDA ICAC MOU Contract#32500053
2. OPD DA ICAC MOU Agreement Presentation

MEMORANDUM OF UNDERSTANDING
FOR
ICAC INVESTIGATIONS FOR OXNARD POLICE DEPARTMENT

July 17, 2024

I. Purpose and Intent:

Ventura County, by and through the Ventura County District Attorney's Office (hereinafter "DAO") is committed to the aggressive investigation and prosecution of criminal cases involving the sexual exploitation of children. The DAO has two units within the Bureau of Investigation that are uniquely qualified to investigate internet crimes against children ("ICAC"). The city of Oxnard is the largest city in Ventura County and has the highest number of reported ICAC cases. A collaborative relationship between the city of Oxnard by and through the Oxnard Police Department (hereinafter "OPD") and the DAO will enhance the successful detection, investigation, and prosecution of ICAC cases. This memorandum of understanding ("MOU") establishes a three-year agreement between the DAO and the OPD whereby the DAO agrees to investigate ICAC cases that are committed, or believed to be committed, in OPD's jurisdiction. As set forth below, OPD agrees to partially offset the cost of a District Attorney Investigator II's ("DAI II") salary and benefits. Within this MOU, the DAO and OPD are sometimes referred to collectively as "Parties" or singularly as "Party".

II. District Attorney Responsibilities

The DAO agrees to:

A. Assign a qualified DAI II to review and investigate National Center for Missing and Exploited Children ("NCMEC") Cybertips that are reasonably believed to fall within the jurisdiction of the Oxnard Police Department. NCMEC Cybertips are notifications from internet providers and members of the public regarding suspicious activity involving child sexual abuse material, soliciting of minors for sexual abuse, and enticing minors for purposes of sexual abuse. NCMEC Cybertips are responsible for the vast majority of ICAC investigations. The assigned DAI will strive to devote a minimum of sixty-six percent of his/her normal work hours to OPD cases that fall within this agreement.

B. Conduct proactive and reactive ICAC-related operations by focusing on known child-related sex offenders or locating possible victims of child sexual exploitation with an emphasis on the City of Oxnard and surrounding areas. Operations may include undercover chat, BitTorrent / Peer-to-peer investigation, and Supervised Release compliance checks. The assigned DAI II will also work with the OPD to provide community presentations and law enforcement training related to crimes associated with the sexual exploitation of children.

C. The DAO will notify the OPD should this position become vacant during the term of this agreement. Upon notice of vacancy, DAO will apprise OPD of the steps being taken to fill the position as expeditiously as possible, as well as how the duties of the vacated position are being assumed by remaining staff.

D. The DAO will have the primary responsibility of issuing any press releases, social media posts, or informational fliers directly related to an ICAC related investigation conducted primarily by the DAO within the city of Oxnard or impacting victims therein.

III. OPD Responsibilities

The OPD agrees to:

A. In situations where the DAI II, during the course of their duties, encounters a child victim of sexual exploitation within the city of Oxnard, the OPD's Family Protection Unit (FPU) shall have the primary responsibility of interviewing the child, ensuring a medical-legal examination is performed (as needed), coordinating with Child Protective Services, securing and booking related evidence, and assisting the DAI II with any subsequent search warrant services, contacting the suspect, and booking/transporting the suspect, if necessary.

B. Provide police resources for search warrant services within the city of Oxnard on ICAC related investigations at the request of the DAO Supervisor and with the approval of the OPD FPU supervisor.

C. Remain the primary investigative unit for human trafficking investigations that are not directly related to a NCMEC Cybertip.

IV. Mutual Responsibilities

The OPD and the DAO agree to:

A. Establish mutually satisfactory methods for the exchange of such information as may be necessary for each party to perform its duties and functions under this agreement.

B. Establish appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable state and federal laws and regulations.

C. Resolve problems at the lowest level possible, while bringing issues through respective chains of command for resolution only as necessary.

D. The County of Ventura commits to developing, nurturing and sustaining an equitable community; pledges to amplify the voices of under-represented communities or those who were historically excluded by removing barriers that result from racial and social injustice and inequities; strives to ensure that equity, diversity and inclusion practices are embedded at all levels of Ventura County programs, departments, service providers and stakeholders through acknowledging, analyzing and addressing the root causes of inequities; and strives to create an inclusive environment where every community member feels welcome. Parties agree that all individuals providing or receiving services or support under this agreement shall enjoy equal treatment and that no individual shall be subjected to different treatment on the grounds of race, color or national origin, religious affiliation or non-affiliation, sex,

age, disability, or political affiliation, or be subjected to discrimination under this agreement.

V. Fiscal and Program Provisions

A. OPD agrees to fund this position (DAI II) in the amount of $160,000 in the first year of the agreement, $164,800 in the second year, and $169,744 in the third year of the MOU.

B. Direct costs for salaries and benefits will be recorded in an identifiable accounting unit and will utilize "time studies" completed on a continuous basis during the quarterly claiming period. All time studies are the responsibility of the DAO and must be retained for future federal, State, and County audit purposes.

C. The OPD shall reimburse DAO for services specified in this agreement quarterly. The DAO shall submit quarterly claims over the 12-month period, within 30 days after the end of each quarter. Under normal conditions, payments should be released by the OPD through its Fiscal Services approximately thirty (30) days after receipt of valid claiming information. The DAO agrees that reimbursement for services furnished under this agreement represents payment in full for said service.

D. The DAO shall not seek reimbursement from OPD for any service reimbursed in whole or in part by any other non-County payor.

E. If the DAO is not in material compliance with any provision of this MOU, the OPD may withhold payment until suitable compliance is documented. Any disputes shall be resolved consistent with Section IV subd. C of this MOU. Under no circumstances will any prosecutorial decision, such as declining to prosecute, be a basis for withholding reimbursement by OPD.

VI. Right to Monitor and Audit

A. The DAO shall keep fiscal records in accordance with generally accepted accounting procedures.

B. The DAO shall maintain service delivery, fiscal, statistical, and management records pertaining to services provided to the OPD consistent with existing legal requirements for record retention.

C. Records shall be available for examination and audit over the 12-month period after final payment under the agreement or until any audits commenced within the aforementioned period are completed and settled, whichever is later. Program data shall be retained and made available upon request or turned over to the OPD.

D. Nothing in this section shall be construed as creating a right to inspect an investigative or prosecutorial file of the DAO. By entering into this MOU, the DAO does not waive any

confidentiality, attorney work product, investigatory and/or any other privileges in relation to its investigative and/or prosecutorial files.

VII. Confidentiality

A. All police records under this agreement shall be confidential and will not be open to examination for any purpose not directly connected with a criminal investigation.

B. Nothing in this Article relieves the OPD, the DAO or their employees of the obligation to make reports or disclosures mandated by laws and regulations of the State of California or any federal law. If such reports or disclosures are mandated, the subject party will use reasonable efforts to notify the other party in advance of any disclosure request.

VIII. General Terms

A. Term. The term of this MOU is from July 1, 2024, through June 30, 2027. Each party shall have the right to terminate this MOU upon 60 days prior written notice to the other party.

B. Amendment. This MOU may only be amended by mutual consent of both Parties in writing.

C. Entire Understanding. The Parties agree that the MOU contains all terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of the MOU shall be deemed to exist or to bind either Party.

D. Legal Compliance. The parties agree to comply with all rules, regulations, requirements, and directives of the State of California.

E. Prosecutorial Independence. Nothing in this MOU should be construed as compromising the DAO's independence in charging and other prosecutorial decisions.

F. Risk Allocation. The Parties waive the per capita risk allocation set forth in Government Code section 895.6. Instead, the Parties agree that if one of them is held liable upon any judgment for damages caused by a negligent or wrongful act or omission occurring in the performance of this MOU, the Parties' respective pro rata shares in satisfaction of the judgment will be determined by applying principles of comparative fault.

G. Mutual Indemnity. To the fullest extent allowed by law, the Parties mutually agree to indemnify, defend and hold harmless each other, inclusive of their respective boards, officers, employees, and agents ("Indemnitees"), against all liability, demands, claims, costs, losses, damages, recoveries, settlements and expenses (hereafter collectively referred to as "Claims"), including but not limited to Claims arising from personal injury or death, that arise out of, pertain to, or relate to a Party's respective actions or omissions performed pursuant to or in furtherance of this MOU; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense to the extent arising from (i) the sole negligence or willful

misconduct of the other Party, its agents, servants, or independent contractors who are directly responsible to that Party, or (ii) the active negligence of the other Party.

H. Interpretation of MOU. For purposes of construction, this MOU shall be deemed to have been drafted by all Parties, and no ambiguity shall be resolved against any Party by virtue of the Party's participation in the drafting of the MOU.

I. Counterparts. This MOU may be executed in one or more counterparts (including multiple signature pages), all of which shall be deemed to be one instrument. True and correct copies may be used in lieu of the original.

J. Third-Party Beneficiary. No person or entity other than the Parties hereto shall have any right of action under this MOU. No claims, demands, or causes of action by any entity, party, or person claiming to be a third-party beneficiary hereunder are enforceable.

IX. ASSURANCE OF NONDISCRIMINATION STATEMENT:

The Parties will comply with Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title ll of the Americans With Disabilities Act of 1990; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended; and California Civil Code, Section 51 et seq., as amended; California Government Code, Section 11135 et seq., as amended; and California Government Code, Section 4450; and other applicable federal and state laws and their implementing regulations to ensure that the administration of public assistance and social services programs are nondiscriminatory, and that no person shall, because of race, color, national origin, political affiliation, religion, marital status, sex, age or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal or state financial assistance.

CITY OF OXNARD,

_____
John Zaragoza, Mayor

_____
Date

COUNTY OF VENTURA,
DISTRICT ATTORNEY'S OFFICE

_____
Erik Nasarenko, District Attorney

_____
Date

CITY OF OXNARD,
OXNARD POLICE DEPARTMENT

_____
Jason Benites, Chief

_____
Date

MOU Agreement with Ventura County District Attorney's Office for ICAC Investigations

City Council
July 16 , 2024

Jason Benites, Police Chief

CITY OF
OXNARD
CALIFORNIA

RECOMMENDATION

That the City Council:

Approve and authorize the Mayor to sign a three-year agreement with the Ventura County District Attorney's Office, with a total agreement amount not to exceed $494,544 for the collaborative partnership between the Police Department and Ventura County District Attorney's Office for the detection, investigation, and prosecution of Internet Crimes Against Children (ICAC) cases.

OXNARD
POLICE DEPARTMENT
Protecting Our Community With Exceptional Service

DISTRICT ATTORNEY
FIAT JUSTITIA
VENTURA COUNTY

BACKGROUND

Oxnard is the largest city in Ventura County and has the highest number of Internet Crimes Against Children Cases (ICAC). ICAC cases are generally reported through cybertips. A cybertip is a designated reporting mechanism for the public and electronic service providers (ESPs) to report instances of suspected child sexual exploitation.

BACKGROUND

In 2022, the Police Department received over 327 cybertips for the exploitation of children. In 2023, the Police Department received over 308 cybertips for the exploitation of children. The Police Department and the Ventura County District Attorney's Office (VCDAO) are committed to the aggressive investigation and prosecution of criminal cases involving the sexual exploitation of children.

BACKGROUND

A collaborative relationship between the Police Department and VCDAO will enhance the successful detection, investigation, and prosecution of ICAC cases. The VCDAO has two units within its Bureau of Investigation uniquely qualified to investigate ICAC cases.

This memorandum of understanding (MOU) establishes a three-year agreement between the Police Department and the VCDAO whereby the VCDAO agrees to investigate ICAC cases committed or believed to be committed in Oxnard.

FINANCIAL IMPACT

The total amount of this agreement is $494,544. The agreement will be budgeted under the General Fund from account 1012121-53200 for services over a three (3) year term. The total cost for the first year is $160,000. The second year's annual costs are $164,800. The third-year annual cost is $169,744.

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.8

DATE: July 16, 2024

TO: City Council

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

SUBJECT: Adoption of an Ordinance Prohibiting City Subsidy of Services Previously Funded by a Special District Under Specific Circumstances.

RECOMMENDATION

That the City Council adopt an ordinance titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING ARTICLE VIII TO CHAPTER 2 OF THE OXNARD CITY CODE TO PROHIBIT THE CITY FROM SUBSIDIZING SERVICES PREVIOUSLY FUNDED BY A COMMUNITY FACILITIES DISTRICT, LANDSCAPE MAINTENANCE DISTRICT OR WATERWAYS ASSESSMENT DISTRICT IF RESIDENTS OF THOSE SPECIAL DISTRICTS VOTE TO TERMINATE OR REDUCE SUCH FUNDING

BACKGROUND

Many newer developments within the City of Oxnard have substantially greater amenities than older neighborhoods. The newer developments contain these enhanced amenities because, before they were built, a Community Facilities District (CFD), Landscape Management District (LMD) or Waterways Assessment District (WAD) was formed to fund the maintenance of these enhanced amenities and – in some cases – enhanced services.

While property owners within these developments pay extra taxes or assessments imposed by the special districts, the residents enjoy enhanced amenities that do not exist in older neighborhoods that do not pay additional taxes or assessments. The City would not have approved these newer developments without a CFD, LMD or WAD to pay for these enhanced amenities that do not exist in other neighborhoods.

If residents of a newer development with a special district choose to eliminate or reduce their CFD, LMD or WAD taxes or assessments, then the maintenance of these enhanced amenities and (in some cases) services should not be funded by the residents of the City as a whole. If the residents of the City were to fund these enhanced amenities due to the elimination or reduction in specific CFD, LMD or WAD taxes or assessments, then this would require cutting existing citywide services.

The proposed ordinance would amend the Oxnard City Code to prohibit the use of funding from the General Fund or other City-controlled funding sources to make up for the loss of the CFD, LMD or WAD funding that resulted from the residents within that special district voting to terminate or reduce the special district's funding. Under the proposed regulations, the only exception to such prohibition would be when use of City funding is required to protect the public health, safety and welfare.

The proposed ordinance was introduced by the City Council on July 2, 2024, by a unanimous vote of 6-0. If adopted, the ordinance would take effect 30 days after 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

The financial impact of approving this item is unknown at this time.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Kenneth Rozell, Chief Assistant City Attorney, Jason Zaragoza, Deputy City Attorney

ATTACHMENTS

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING ARTICLE VIII TO CHAPTER 2 OF THE OXNARD CITY CODE TO PROHIBIT THE CITY FROM SUBSIDIZING SERVICES PREVIOUSLY FUNDED BY A COMMUNITY FACILITIES DISTRICT, LANDSCAPE MAINTENANCE DISTRICT OR WATERWAYS ASSESSMENT DISTRICT IF RESIDENTS OF THOSE SPECIAL DISTRICTS VOTE TO TERMINATE OR SUBSTANTIALLY REDUCE FUNDING FOR SUCH SERVICES

WHEREAS, many newer developments within the City of Oxnard have substantially greater amenities than older neighborhoods within the City; and

WHEREAS, the newer developments contain these enhanced amenities because – before they were built – a Community Facilities District (CFD), Landscape Management District (LMD) or Waterways Assessment District (WAD) was formed to fund the maintenance of these enhanced amenities and – in some cases – services; and

WHEREAS, although the property owners of these developments pay the higher taxes or assessments imposed by the special districts, the residents of these developments enjoy enhanced amenities that do not exist in older neighborhoods that do not pay the additional taxes or assessments; and

WHEREAS, the City would not have approved these newer developments without a CFD, LMD or WAD paying for these enhanced amenities that do not exist in other neighborhoods; and

WHEREAS, if the residents of a newer development with a special district choose to eliminate or substantially reduce their CFD, LMD or WAD taxes or assessments, then the maintenance of these enhanced amenities and – in some cases – services should not be funded by the residents of the City as a whole; and

WHEREAS, if the residents of the City were to fund these enhanced amenities due to the elimination or substantial reduction in specific CFD, LMD or WAD taxes or assessments, then this would require cutting existing citywide services; and

WHEREAS, the City Council wishes to enact new regulations that would prohibit City subsidy of a special district's services that were previously funded by that special district unless such funding is necessary to protect the public health, safety and welfare.

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

Section 1. The City Council finds the foregoing recitals and their findings to be true and correct, and hereby incorporates such recitals and their findings into this Ordinance.

Section 2. Article VIII is hereby added to Chapter 2 of the Oxnard City Code to read as follows:

"ARTICLE VIII. PROHIBITION OF CITY SUBSIDY OF COMMUNITY FACILITIES DISTRICT, LANDSCAPE MAINTENANCE DISTRICT AND WATERWAYS ASSESSMENT DISTRICT SERVICES

Section 2-255. PROHIBITION OF CITY SUBSIDY OF COMMUNITY FACILITIES DISTRICT, LANDSCAPE MAINTENANCE DISTRICT AND WATERWAYS ASSESSMENT DISTRICT SERVICES IN SPECIFIC CIRCUMSTANCES.

If residents within a Community Facilities District (CFD), Landscape Maintenance District (LMD) or Waterways Assessment District (WAD) vote to terminate or substantially reduce the funding for their CFD, LMD or WAD, then the City Council is prohibited from using money from General Fund or other City-controlled funding sources to make up for the loss of the CFD, LMD or WAD funding. The only exception to this prohibition is when specific services are required to be provided in order to protect the public health, safety and welfare."

Section 3. Severability.

If any section, sentence, clause or phrase of this Ordinance is determined to be invalid, illegal or unconstitutional by a decision or order of any court or agency of competent jurisdiction, then such decision or order will not affect the validity and enforceability of the remaining portions of this Ordinance. The City Council declares that it would have passed and adopted the Ordinance, and each section, sentence, clause or phrase thereof, regardless of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

Section 4. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Section 5. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen calendar (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 July 2, 2024, finally adopted on July 16, 2024, to become effective thirty (30) days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS
AGENDA ITEM NO. L.1

DATE: July 16, 2024

TO: City Council

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

SUBJECT: Subdivision of a 3.69-acre lot into nine lots to permit the individual sale of the proposed eight buildings on separate lots within a commonly owned parcel, located at 1750 Solar Drive (APN: 213-0-070-055). (15 minutes)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing;
2. Find the project to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15332 (In-fill Development); and,
3. Adopt a Resolution approving Planning and Zoning Permit No. 22-300-02 for a Tentative Subdivision Map (Tentative Tract Map No. 6078), subject to certain findings and conditions.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/jU9xFiX5p5s

BACKGROUND

The project site is located east of Rice Avenue between Gonzales Road and Latigo Avenue. The 3.69-acre project site is currently improved with a surface parking lot (permitted by Development Design Review (DDR) Permit No. 96-5-14). For more information regarding the project and previous developments on the subject property, please refer to the Planning Commission Staff Report (Attachment 3). The project was filed by Martin Teitelbaum on behalf of Solar Pacific Investors, 29601 Agoura Road, Agoura Hills, CA 91301, property owner.

On June 6, 2024, the Planning Commission found the project exempt from CEQA and approved the project 6-0, with one Commissioner recusal. The Planning Commission's approval included the adoption of Resolution No. 2024-14 approving Planning and Zoning Permit No. 23-500-05 for a Special Use Permit and the adoption of Resolution No. 2024-15 recommending the City Council approve Planning and Zoning Permit No. 22-300-02 for a Tentative Subdivision Map (Tentative Tract Map No. 6078), subject to certain findings and conditions. With the Planning Commission approval of the project (the Special Use Permit is required with an industrial subdivision pursuant to Oxnard City Code (OCC) Section 16-395) on June 6, 2024, the only remaining item needing action before the City Council is the Tentative Subdivision Map.

DISCUSSION

The Special Use Permit will allow for the construction of eight (8) new buildings and associated improvements. Approval of the Tentative Subdivision Map will allow the subdivision of the property to create one lot for common area (containing

parking, driveways, landscaping and pedestrian pathways), eight (8) individual lots, each with a building, to allow the individual sale of the lots, subject to City Council approval (Attachment 2). Planning Commission Resolution No. 2024-15 includes Conditions of Approval (COA) for the tentative map. For a complete list of conditions, please refer to Planning Commission Resolution No. 2024-15 (Attachment 4).

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

Site Design

Access to the site will be provided from the corner of Solar Drive and Wankel Way via a private driveway. Lot A of the proposed subdivision is a common space lot and contains all of the parking and driveways, which will be shared with all the lots. The access, driveways, parking, landscaping and other development standards were approved by the Special Use Permit that has been processed concurrently with this subdivision and is required pursuant to Oxnard City Code (OCC) Section 16-395. For more information regarding the proposed site design of the tentative map, please refer to Section 6d of the Planning Commission Staff Report (Attachment 3).

Environmental Review

In accordance with Section 15332 (Class 32, In-fill Development) of the California Environmental Quality Act (CEQA) Guidelines, projects characterized as in-fill development may be found to be exempt from the requirements of the CEQA. As identified in the draft Resolution prepared for this request and as recommended by the Planning Commission, the project can be characterized as in-fill development and meets the requirement of a Class 32 Categorical Exemption. The Planning Commission found there is no substantial evidence that the project may have a significant effect on the environment. The Commission recommends that the City Council find the project to be Categorically Exempt from environmental review pursuant to the CEQA Guidelines Section 15332 (In-fill Development) and direct the Planning & Environmental Services Manager to file a Notice of Exemption (Attachment 5) with the Ventura County Clerk pursuant to Section 15062 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption of the project.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The approval of the map provides the opportunity for development of a lot currently used as a surface parking lot. If approved, the eight buildings on individual lots will allow for increased property tax revenue to the City, as well as an increase in new businesses.

COMMITTEE OUTCOME

This project did not originate in one of the City Council Committees and this is a public hearing for a project application that was considered by the Planning Commission. On June 6, 2024, the Planning Commission took action and adopted Resolution No. 2024-15 recommending that the City Council approve Planning and Zoning Permit No. 22-300-02 (Tentative Subdivision Map), subject to certain findings and conditions.

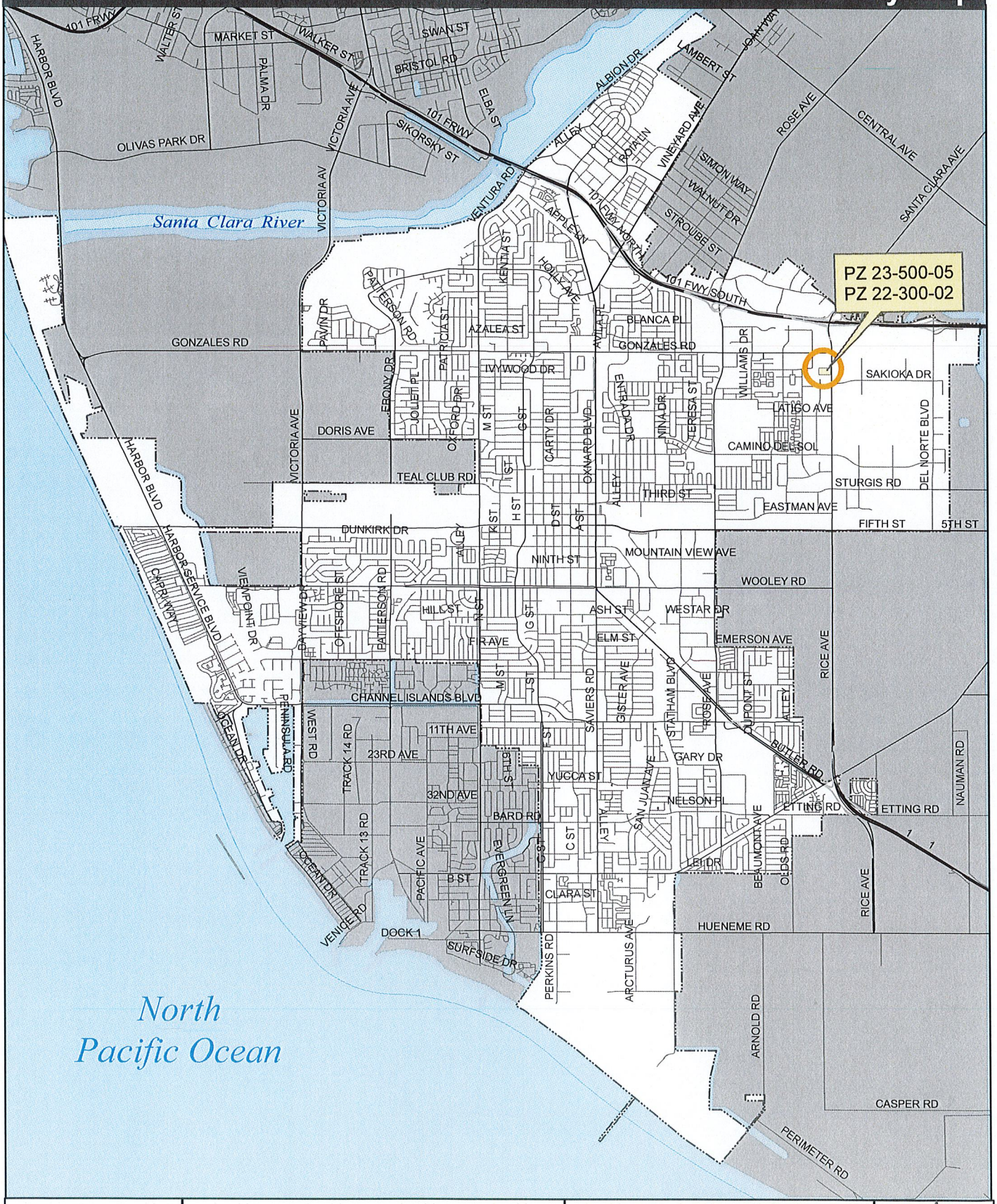
Prepared by: Kaneca Pompey, Contract Planner, Joe Pearson II, AICP, Planning & Environmental Services Manager

ATTACHMENTS

1. Maps (Vicinity, General Plan, Zoning, Aerial)
2. Reduced Project Plans
3. Planning Commission Staff Report June 6, 2024 (no attachments)

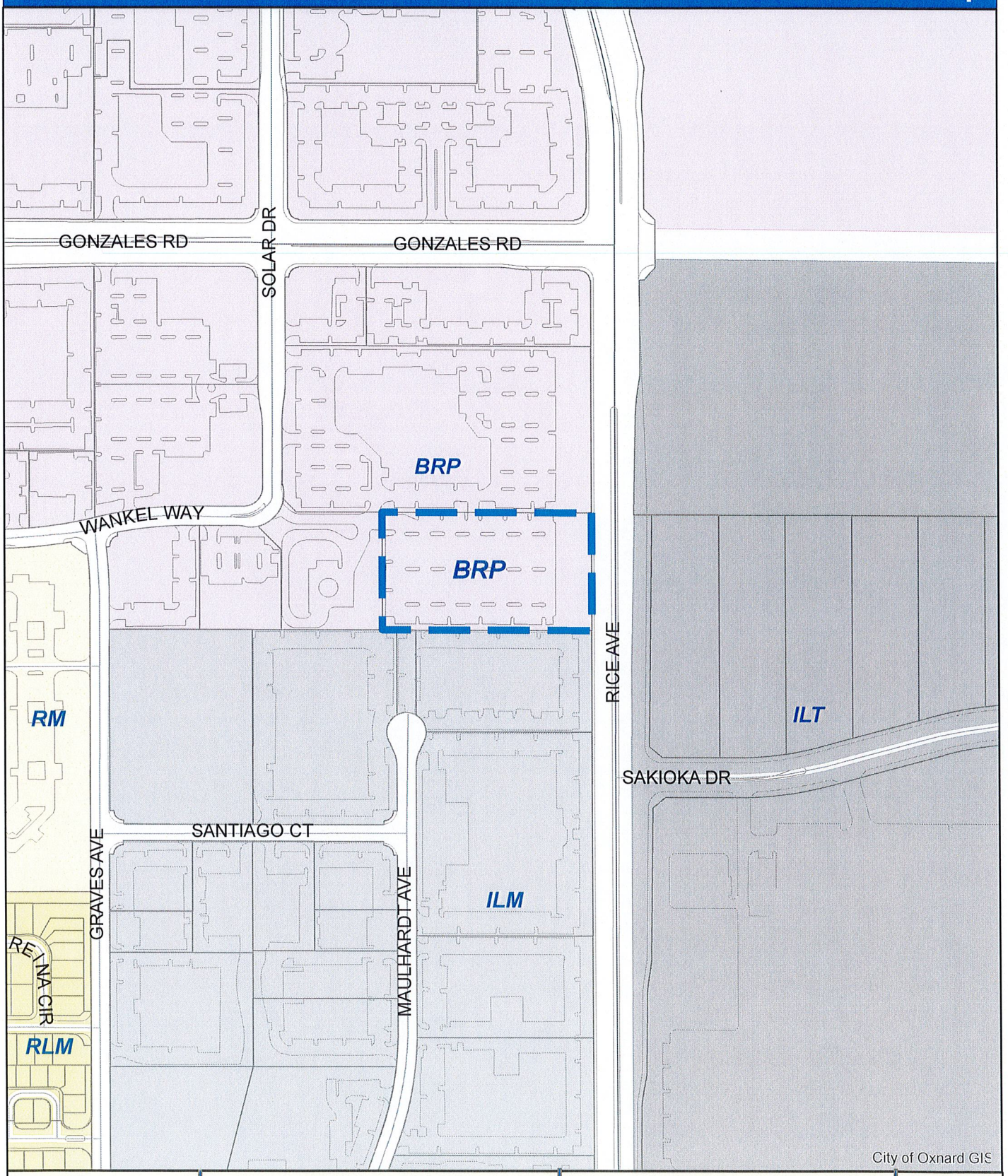
4. Planning Commission Resolution No. 2024-15
5. Solar Pacific Map CEQA Notice of Exemption
6. Solar Pacific Map Draft Resolution
7. Staff Presentation

Vicinity Map



CITY OF OXNARD CALIFORNIA Oxnard Planning *May 13, 2024*	PZ 23-500-05, 22-300-02 Location: 1750 Solar Dr APN: 2130070055 Solar Pacific Professional Development	**Vicinity Map** 0 0.5 1 1.5 2 Miles	N 1:70,000

2030 General Plan Land Use Map



CITY OF OXNARD CALIFORNIA

Oxnard Planning

May 13, 2024

PZ 23-500-05, 22-300-02
Location: 1750 Solar Dr
APN: 2130070055
Solar Pacific Professional Development

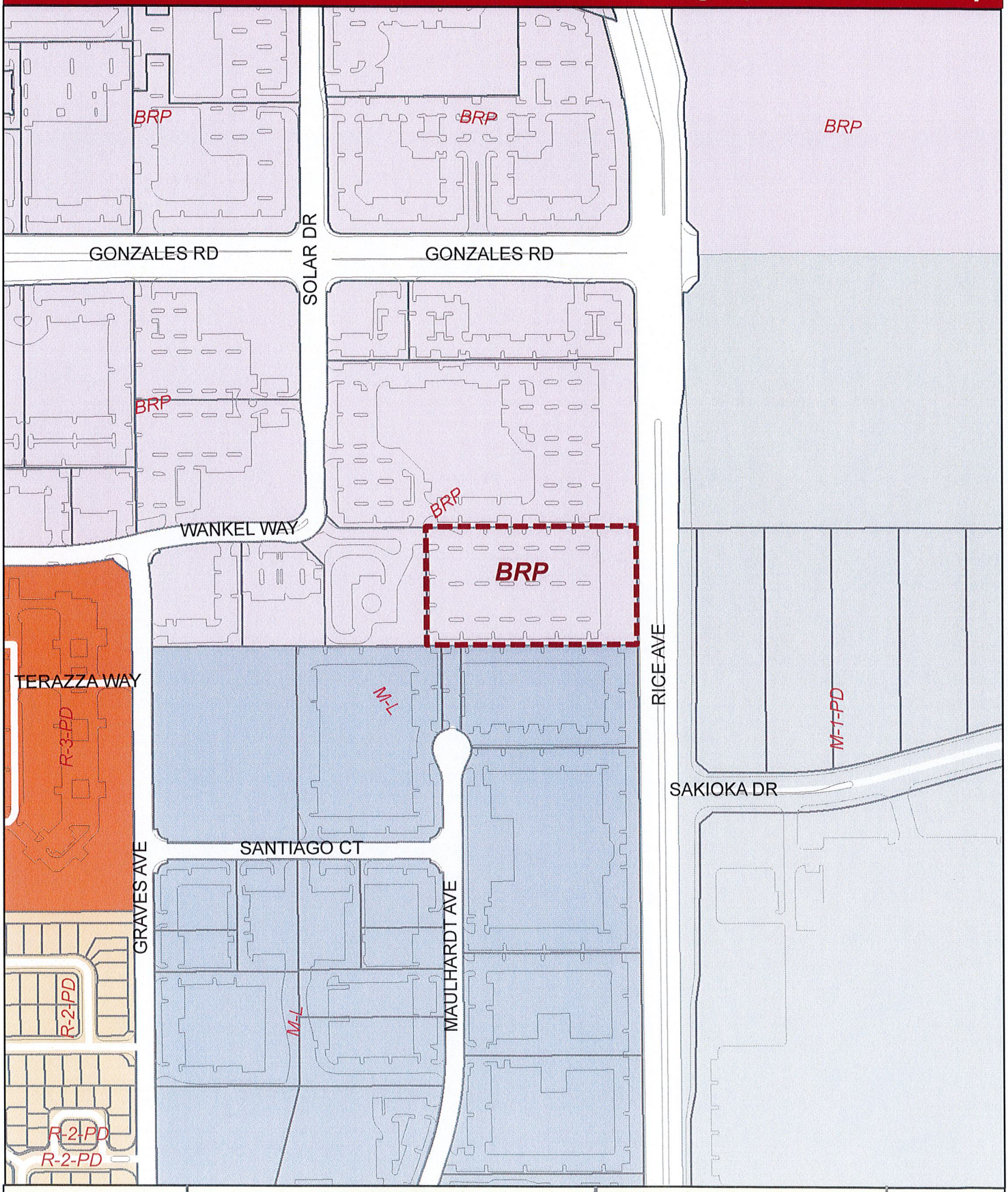
0 100 200 400 Feet

2030 General Plan Land Use Map

N

1:4,000

Zoning/Specific Plan Map



CITY OF OXNARD CALIFORNIA

Oxnard Planning

March 26, 2024

PZ 23-510-07
Location: 1055 S Patterson Rd
APN: 1850120035
Speedy Mart ASUP

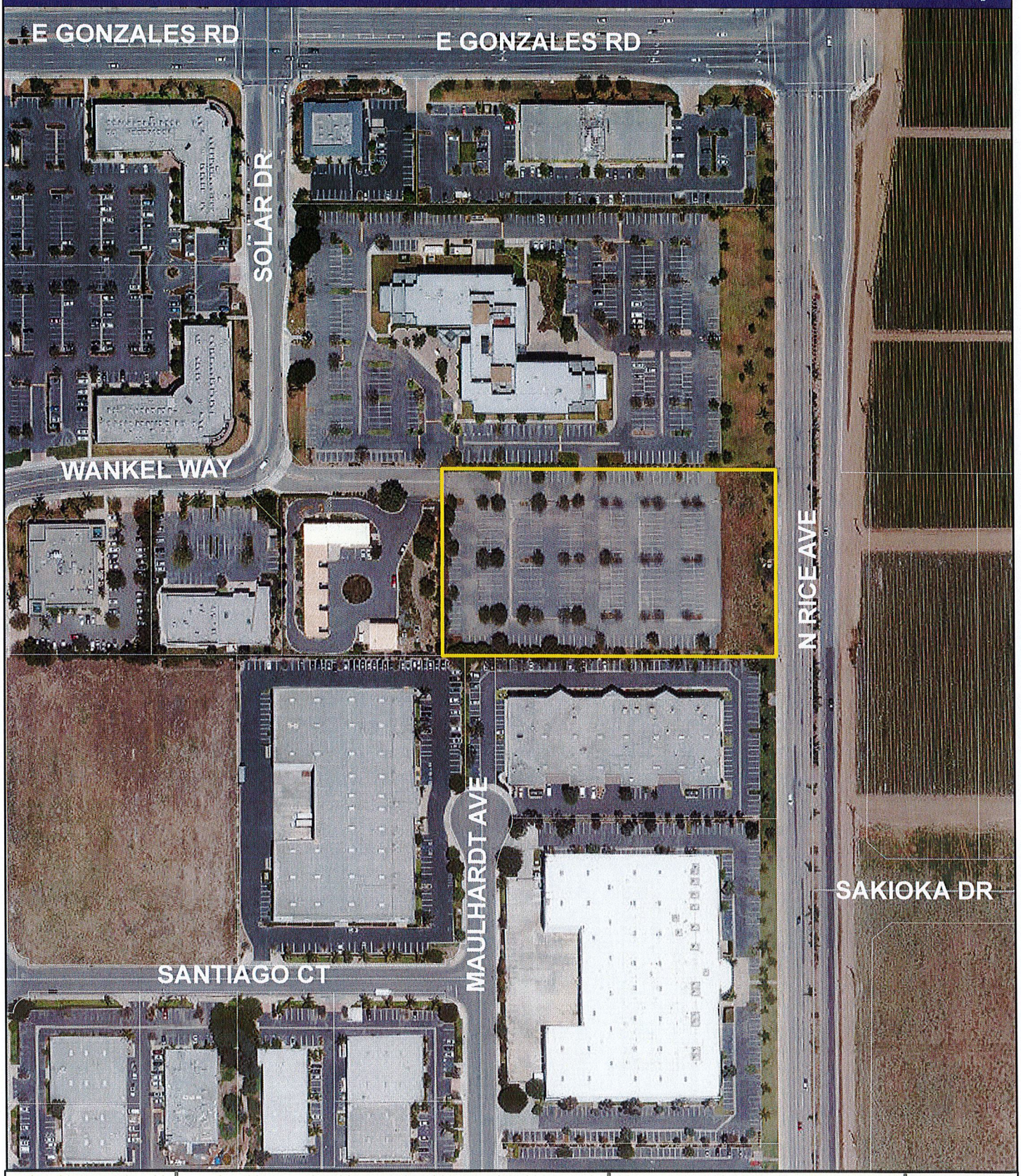
0 50 100 200 300 400 Feet

Zoning/Specific Plan Map

N

1:4,000

Aerial Map



CITY OF OXNARD CALIFORNIA

Oxnard Planning

May 13, 2024

PZ 23-500-05, 22-300-02
Location: 1750 Solar Dr
APN: 2130070055
Solar Pacific Professional Development

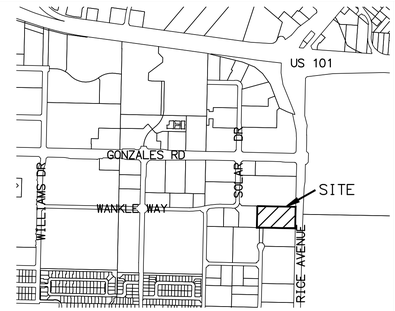
0 50 100 200 300 400 Feet

Aerial Map

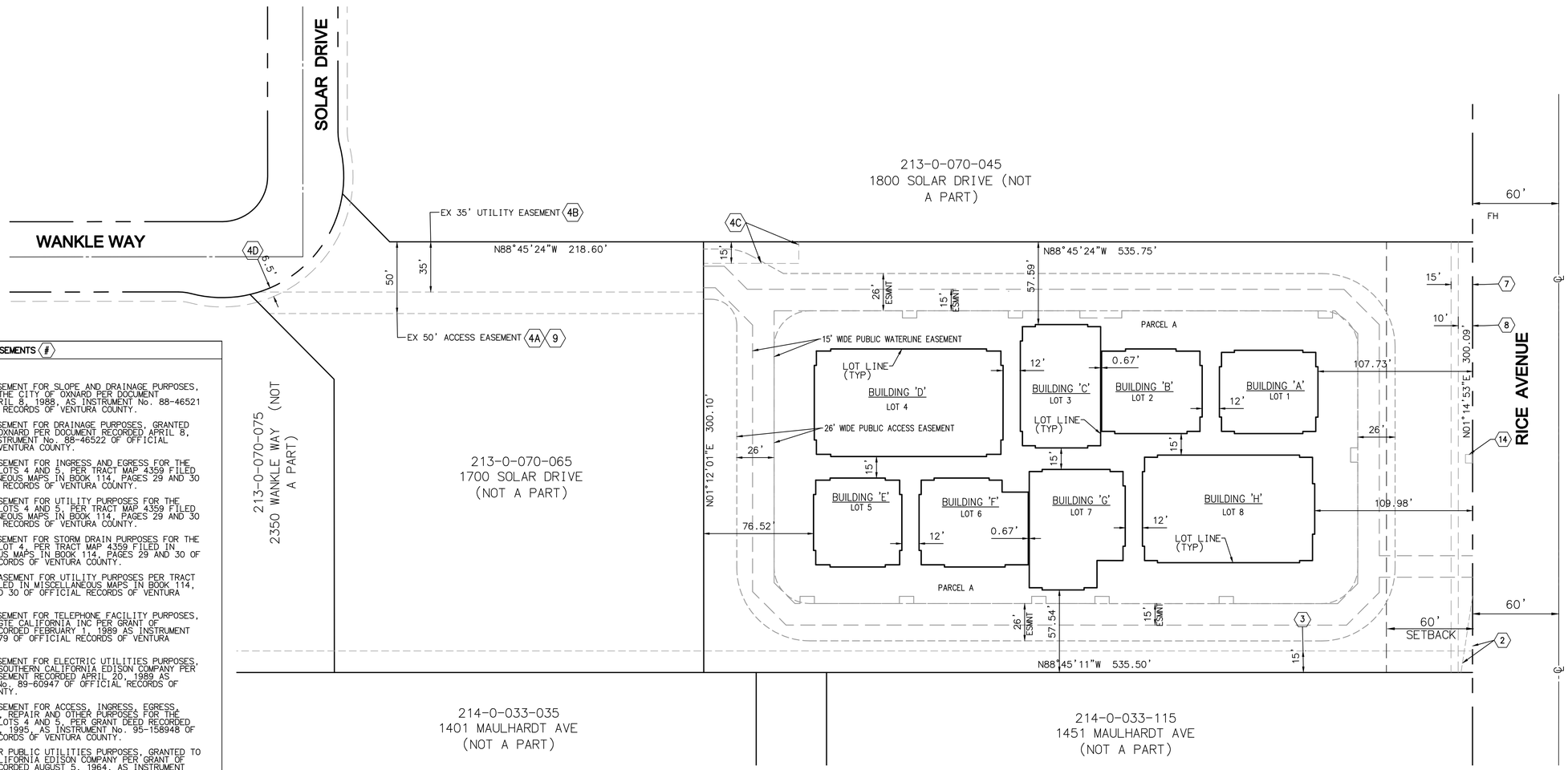
N

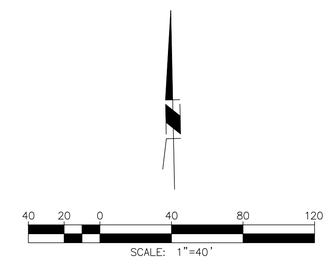
TENTATIVE TRACT MAP NO. 6078

LOT 5 OF TRACT 4359, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 114, PAGES 29 AND 30 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY



VICINITY MAP
SCALE: 1"=1000'





EXISTING EASEMENTS (#)

(2) 15' WIDE EASEMENT FOR SLOPE AND DRAINAGE PURPOSES, GRANTED TO THE CITY OF OXNARD PER DOCUMENT RECORDED APRIL 8, 1988, AS INSTRUMENT No. 88-46521 OF OFFICIAL RECORDS OF VENTURA COUNTY.

(3) 15' WIDE EASEMENT FOR DRAINAGE PURPOSES, GRANTED TO CITY OF OXNARD PER DOCUMENT RECORDED APRIL 8, 1988 AS INSTRUMENT No. 88-46522 OF OFFICIAL RECORDS OF VENTURA COUNTY.

(4A) 50' WIDE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF LOTS 4 AND 5, PER TRACT MAP 4359 FILED IN MISCELLANEOUS MAPS IN BOOK 114, PAGES 29 AND 30 OF OFFICIAL RECORDS OF VENTURA COUNTY.

(4B) 35' WIDE EASEMENT FOR UTILITY PURPOSES FOR THE BENEFIT OF LOTS 4 AND 5, PER TRACT MAP 4359 FILED IN MISCELLANEOUS MAPS IN BOOK 114, PAGES 29 AND 30 OF OFFICIAL RECORDS OF VENTURA COUNTY.

(4C) 15' WIDE EASEMENT FOR STORM DRAIN PURPOSES FOR THE BENEFIT OF LOT 4, PER TRACT MAP 4359 FILED IN MISCELLANEOUS MAPS IN BOOK 114, PAGES 29 AND 30 OF OFFICIAL RECORDS OF VENTURA COUNTY.

(4D) 6.5' WIDE EASEMENT FOR UTILITY PURPOSES PER TRACT MAP 4359 FILED IN MISCELLANEOUS MAPS IN BOOK 114, PAGES 29 AND 30 OF OFFICIAL RECORDS OF VENTURA COUNTY.

(7) 15' WIDE EASEMENT FOR TELEPHONE FACILITY PURPOSES, GRANTED TO GTE CALIFORNIA INC PER GRANT OF EASEMENT RECORDED FEBRUARY 1, 1989 AS INSTRUMENT No. 89-173679 OF OFFICIAL RECORDS OF VENTURA COUNTY.

(8) 10' WIDE EASEMENT FOR ELECTRIC UTILITIES PURPOSES, GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY PER GRANT OF EASEMENT RECORDED APRIL 20, 1989 AS INSTRUMENT No. 89-60947 OF OFFICIAL RECORDS OF VENTURA COUNTY.

(9) 50' WIDE EASEMENT FOR ACCESS, INGRESS, EGRESS, MAINTENANCE, REPAIR AND OTHER PURPOSES FOR THE BENEFIT OF LOTS 4 AND 5, PER GRANT DEED RECORDED DECEMBER 26, 1995, AS INSTRUMENT No. 95-158948 OF OFFICIAL RECORDS OF VENTURA COUNTY.

(14) EASEMENT FOR PUBLIC UTILITIES PURPOSES, GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY PER GRANT OF EASEMENT RECORDED AUGUST 5, 1964, AS INSTRUMENT No. 53967 IN BOOK 2596, PAGE 568 OF OFFICIAL RECORDS OF VENTURA COUNTY.

LAND USE DATA

GROSS AREA	160,756 SF (3.4549 AC)
NET AREA	147,450 SF (3.3850 AC)
EXISTING ZONING	BUSINESS RESEARCH PARK
PROPOSED ZONING	BUSINESS RESEARCH PARK
EXISTING LAND USE	COMMERCIAL
PROPOSED LAND USE	COMMERCIAL
BUILDING FOOTPRINT	39,511
BUILDING A	3,320 SF
BUILDING B	3,534 SF
BUILDING C	4,200 SF
BUILDING D	8,779 SF
BUILDING E	3,156 SF
BUILDING F	3,920 SF
BUILDING G	4,622 SF
BUILDING H	7,980 SF
HARDSCAPE AREA	- SF
LANDSCAPE AREA	- SF

PROPOSED LOTTING

LOT	AREA (AC)	AREA (SF)	LAND USE
LOT A	3.5905	156,403	COMMON
LOT 1	0.0857	3,734	COMMERCIAL
LOT 2	0.0992	4,323	COMMERCIAL
LOT 3	0.1129	4,919	COMMERCIAL
LOT 4	0.2144	9,340	COMMERCIAL
LOT 5	0.0793	4,453	COMMERCIAL
LOT 6	0.1074	4,676	COMMERCIAL
LOT 7	0.1215	5,291	COMMERCIAL
LOT 8	0.1978	8,617	COMMERCIAL

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL1:

LOT 5 OF TRACT 4359, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 114, PAGES 29 AND 30 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM OIL, GAS AND OTHER HYDROCARBONS AND MINERAL RIGHTS IN, ON AND UNDER SAID LAND AS GRANTED TO BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, AS TRUSTEE, RECORDED DECEMBER 11, 1972, BOOK 4046, PAGE 650 OF OFFICIAL RECORDS, WITHOUT HOWEVER, THE RIGHT TO ENTER UPON THE SURFACE OR THE SUBSURFACE THEREOF TO A DEPTH OF 500 FEET, AS RELINQUISHED BY QUICKCLAIM DEED RECORDED DECEMBER 31, 1986 AS INSTRUMENT NO. 86-193486 OF OFFICIAL RECORDS

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS PURPOSES OVER THE NORTHERLY 50 FEET OF LOT 6 OF TRACT NO. 4359, AS SAID EASEMENT AND LOT ARE SHOWN ON MAP OF SAID TRACT, RECORDED IN BOOK 114, PAGES 29 AND 30 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 213-0-070-055

PROJECT INFORMATION

PROJECT NAME	SOLAR DRIVE BUSINESS CENTER
OWNER/SUBDIVIDER	MTC, INC 29601 AGOURA ROAD AGOURA HILLS, CA 91301 MARTIN TEITELBAUM MARTIN@MTCCONSTRUCTION.COM (805) 383-2221
FLOOD ZONE	ZONE X, MAP NUMBER 06111C0910E
ZONING	BRP - BUSINESS RESEARCH PARK

BENCHMARK

COUNTY OF VENTURA BENCHMARK : 7-79 RM2

DESCRIPTION = CITY OF OXNARD DISK ON TOP OF CURB AT THE SOUTHWEST CORNER OF RICE AVE AND GONZALES RD

ELEVATION = 76.283' NAVD 88

BASIS OF BEARING

THE BEARING OF N89°47"40"E ALONG THE SOUTHERLY LINE OF PARCEL "C", 2 RS 43, AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 53, PAGES 64 THROUGH 66, INCLUSIVE OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF VENTURA, WAS USED AS THE BASIS OF BEARING SHOW ON THIS MAP.

EARTHWORK

CUT: 2,280 CY
FILL: 2,348 CY

IMPORT: 68 CY

SHEET INDEX

1 TITLE SHEET
2 ENGINEERING SITE PLAN
3 UTILITY PLAN
4 DETAILS

DELANE ENGINEERING
2812 SANTA MONICA BLVD, STE 206
SANTA MONICA, CA 90404
PHONE:310.546.5711-DELANEENGINEERING.COM

REGISTERED PROFESSIONAL ENGINEER DELANE JESSON 72390 CIVIL STATE OF CALIFORNIA

TENTATIVE TRACT No. 6078

SOLAR DRIVE BUSINESS CENTER

TITLE SHEET

SHEET 1 OF 4 SHEETS

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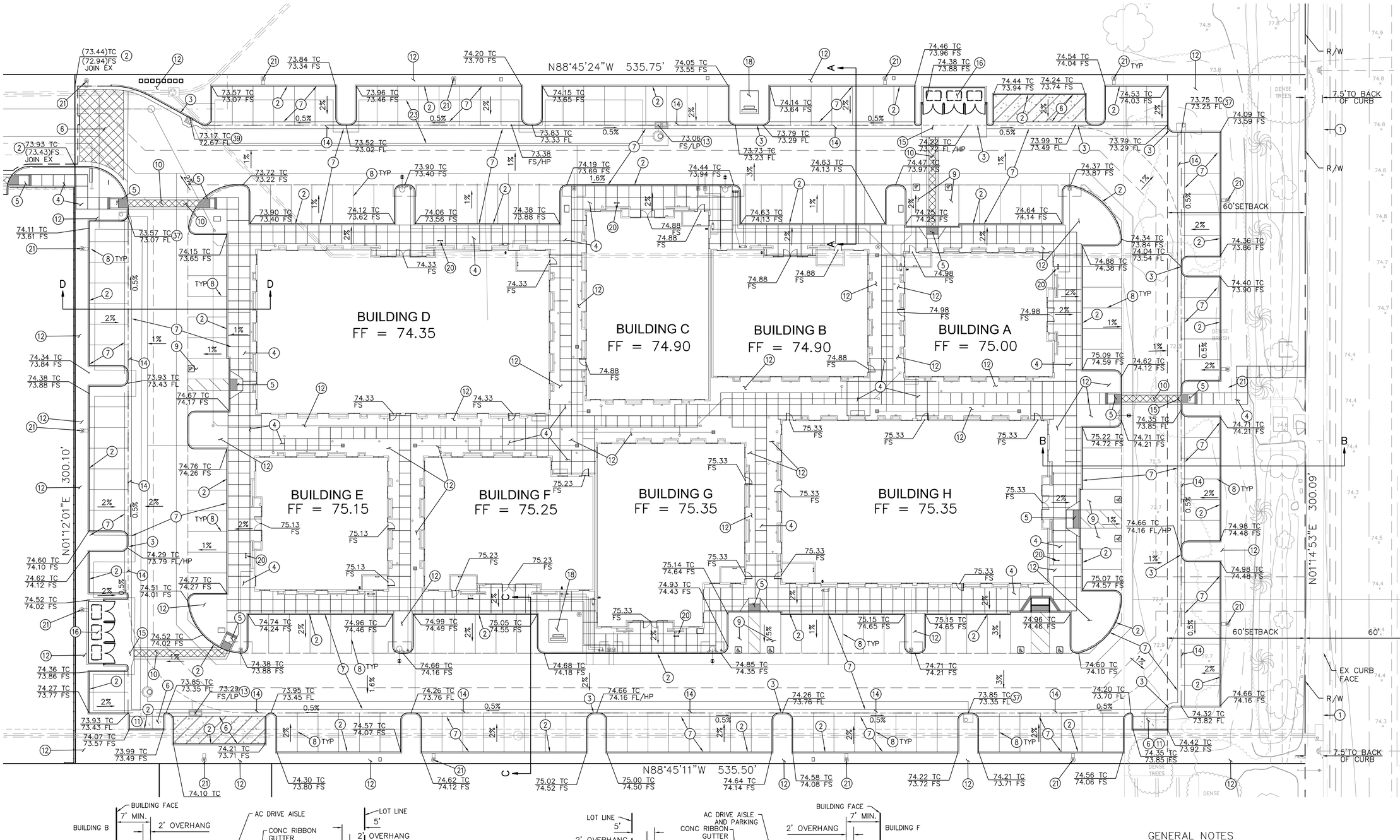
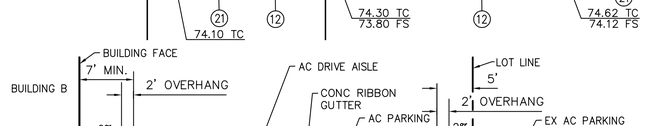


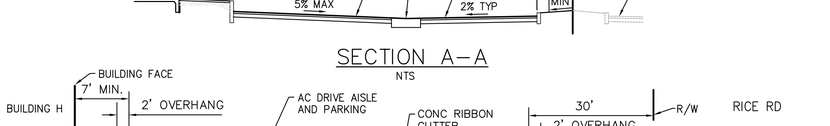
CONSTRUCTION NOTES

1. PROTECT IN PLACE
2. CONCRETE CURB
3. CONCRETE CURB AND GUTTER
4. CONCRETE SIDEWALK
5. CURB RAMP PER CITY OF OXNARD PLATE 110
6. CONCRETE PAVEMENT
7. AC PAVEMENT
8. STANDARD PARKING STALL STRIPING
9. ADA ACCESSIBLE PARKING STALL STRIPING
10. CONCRETE ADA ACCESSIBLE PATH CROSSING
11. MOTORCYCLE PARKING
12. LANDSCAPING
13. GRATED INLET
14. RIBBON GUTTER
15. RIBBON GUTTER TRANSITION FOR ADA
16. 3-BIN TRASH ENCLOSURE PER ARCHITECT; INSTALL 15' REINFORCED CONCRETE APRON ON FULL WIDTH OF ENCLOSURE
18. SCE TRANSFORMER
20. BIKE RACK PER ARCH
21. 26' TALL MAXIMUM PARKING LOT LIGHT FIXTURE ON CONCRETE PEDESTRAL
23. UNDERGROUND RETENTION SYSTEM 10' MINIMUM FROM PL; INSTALL VERTICAL IMPERMEABLE LINER ALONG SIDE FACING PL. SEE DETAIL ON SHT. 4
37. CONSTRUCT CURB OPENING CATCH BASIN AND LATERAL PER CITY OF OXNARD STD PLATE 501, W AND V PER PLAN. INSTALL VCWPD PLACARD THAT STATES "DON'T DUMP. DRAINS TO OCEAN". CONSTRUCT LOCAL DEPRESSION PER STREET PLANS
39. CONSTRUCT CURB OPENING CATCH BASIN W/GRATINGS AND LATERAL PER CITY OF OXNARD STD PLATE 502, W AND V PER PLAN. INSTALL VCWPD PLACARD THAT STATES "DON'T DUMP. DRAINS TO OCEAN". CONSTRUCT LOCAL DEPRESSION PER STREET PLANS

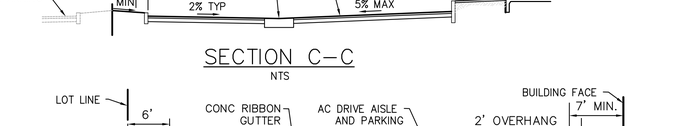


SECTION A–A
NTS

SECTION C–C
NTS



SECTION B–B
NTS



SECTION D–D
NTS

GENERAL NOTES

1. DIRECT CONNECT ALL ROOF DRAINS TO ONSITE STORM DRAIN

20 10 0 20 40 60
SCALE: 1"=20'

DELANE ENGINEERING
2812 SANTA MONICA BLVD, STE 206
SANTA MONICA, CA 90404
PHONE:310.546.5711–DELANEENGINEERING.COM

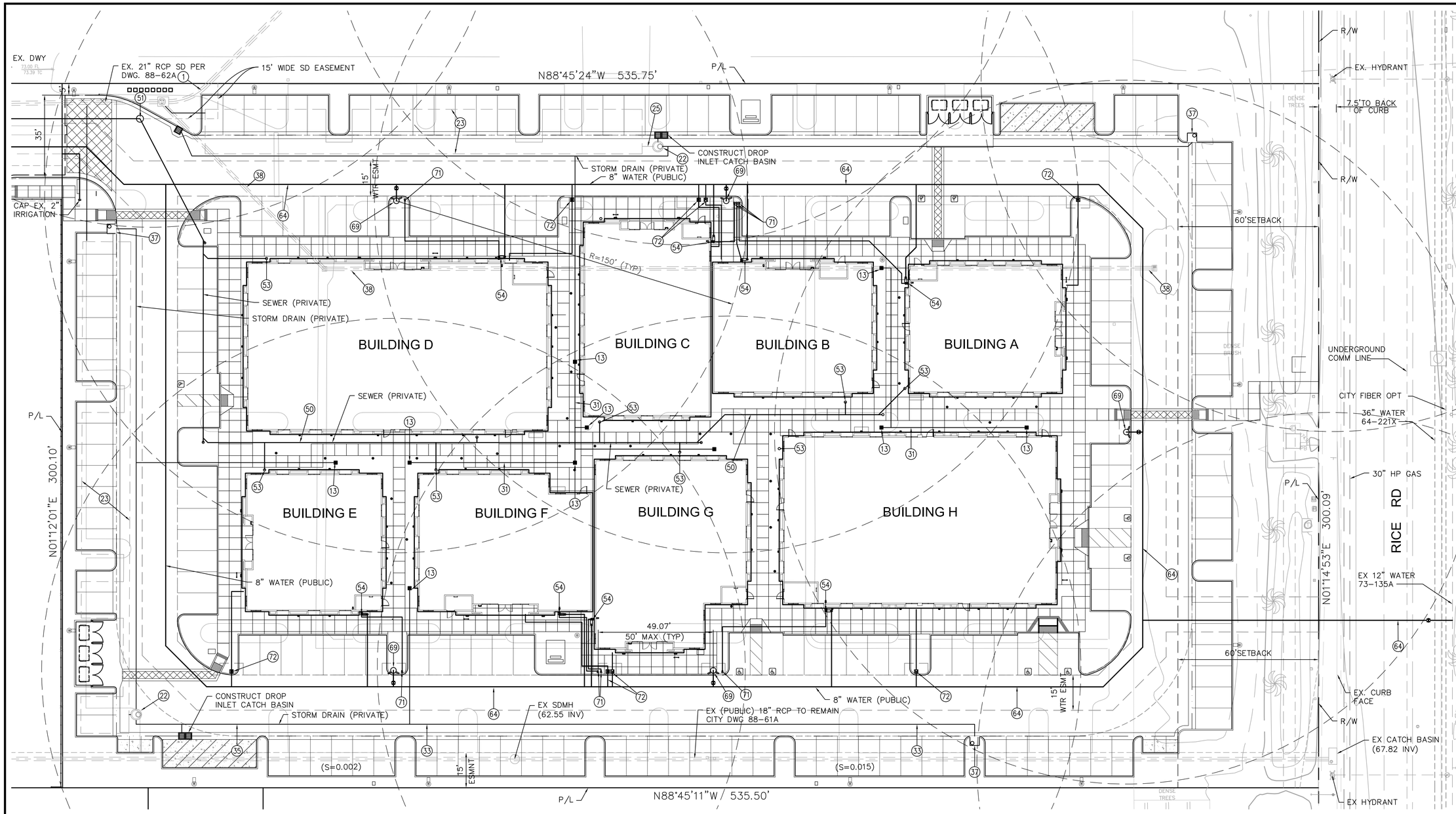
TENTATIVE TRACT No. 6078

SOLAR DRIVE BUSINESS CENTER

ENGINEERED SITE PLAN

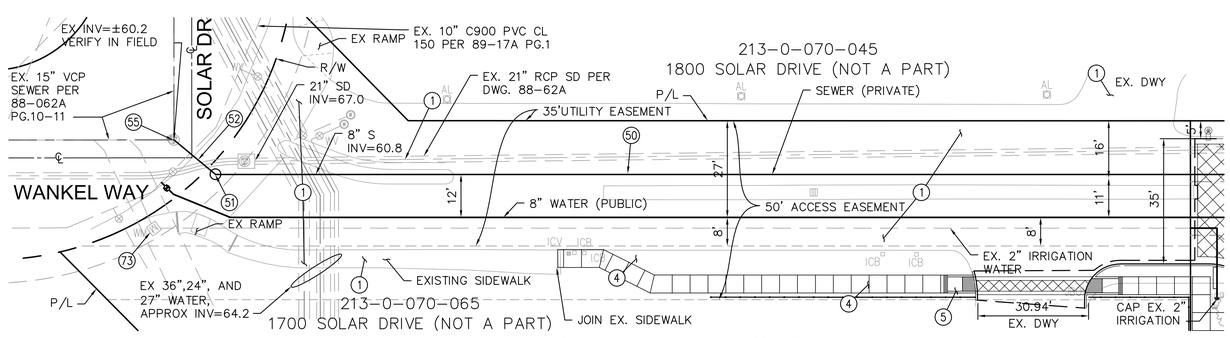
SHEET 2 OF 4 SHEETS

PLOT DATE: 2/3/24 7:21 AM FILE NAME: C:\USERS\SCOTT UNLES\SYNOLOGYDRIVE\DELANESM\HROOT\PDATA\210332\CAD\DLVV_DNTITLEMENT\TM\332-TTM-02.DWG
SAVE DATE: 2/2/24 NICOLESABAY

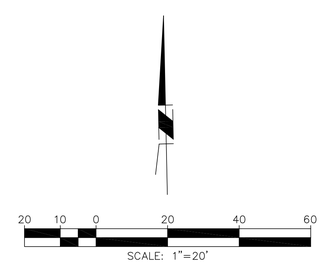


CONSTRUCTION NOTES

1. PROTECT IN PLACE
4. CONCRETE SIDEWALK
5. CURB RAMP PER CITY OF OXNARD PLATE 110
13. GRATED INLET
22. INSTALL CONTECH CDS UNIT, MODEL NO CDS3025-6
23. UNDERGROUND RETENTION SYSTEM 10' MINIMUM FROM PL; INSTALL VERTICAL IMPERMEABLE LINER ALONG SIDE FACING PL. SEE DETAIL ON SHT. 4
25. UNDERGROUND INFILTRATION BASIN INLET
31. CONSTRUCT 6" PVC SDR-35 STORM DRAIN PIPE, S=0.0050 UNLESS OTHERWISE NOTED
33. CONSTRUCT 12" PVC SDR-35 STORM DRAIN PIPE, S=0.0050 UNLESS OTHERWISE NOTED
35. CONSTRUCT 18" PVC SDR-35 PIPE, S=0.0050 UNLESS OTHERWISE NOTED OR INSTALL REINFORCED CONCRETE PIPE. D-LOAD PER CITY OF OXNARD STD PLATE 530. TYPICAL TRENCH SECTION PER DETAIL ON SHEET 17
36. CONSTRUCT MANHOLE NO. 1 PER CITY OF OXNARD STD PLATE 513
37. CONSTRUCT CURB OPENING CATCH BASIN AND LATERAL PER CITY OF OXNARD STD PLATE 501, W AND V PER PLAN. INSTALL VCWPD PLACARD THAT STATES "DON'T DUMP. DRAINS TO OCEAN". CONSTRUCT LOCAL DEPRESSION PER STREET PLANS
38. REMOVE EX. STORM DRAIN PIPE
50. INSTALL PVC SDR-35 SEWER LINE (SIZE PER PLAN) TRENCH BEDDING AND BACKFILL PER GEOTECH REPORT AND CITY OF OXNARD STD PLATE 602
51. CONSTRUCT SEWER MANHOLE PER CITY OF OXNARD STD PLATES 400 AND 412
52. INSTALL SEWER LATERAL PER CITY OF OXNARD STD PLATE 405. SIZE PER PLAN
53. CONSTRUCT CLEAN OUT PER CITY OF OXNARD STD PLATE 407
54. INSTALL 4" FIRE SERVICE AND DOUBLE CHECK BACKFLOW PREVENTER PER CITY STD PLATE 311. FEBCO LF870V OR APPROVED EQUAL
55. MODIFY EXISTING MANHOLE PER CITY OF OXNARD PLATE 401
64. INSTALL C900 CL 305 WATER SERVICE LINE (DR14), SIZE PER PLAN, 36" MIN COVER AND PIPE BEDDING PER CITY OF OXNARD STD 602
69. CONSTRUCT FIRE HYDRANT ASSMEBLY (4"x4"x2-1/2" JONES TRITON J-4065) PER CITY OF OXNARD STD PLATE 300 AND INSTALL BLUE REFLECTIVE MARKER, STD PLATE 202
71. INSTALL FIRE DEPARTMENT CONNECTION (FDC) TWO-WAY 2-2 1/2" CAST BRASS WITH PLATE AND PLUGS SET 30" ABOVE GRADE
72. 3/4 METER AND SERVICE TO BLDG
73. EX IRRIGATION WM AND BACKFLOW PER CITY DWG NO 89-17A



SITE AND UTILITY ACCESS



GENERAL NOTES

1. DIRECT CONNECT ALL ROOF DRAINS TO ONSITE STORM DRAIN WITH AIR CAP CONNECTION OF DIRECT CONNECTION WITH OVERFLOW OUTLET

2. PRIOR TO UTILITY CONNECTIONS ALONG SOLAR DRIVE, POLEHOLE EXISTING SERVICE LATERALS TO CONFIRM SIZE DEPTH AND LOCATIONS

DELANE ENGINEERING
2812 SANTA MONICA BLVD. STE 206
SANTA MONICA, CA 90404
PHONE:310.546.5711-DELANEENGINEERING.COM

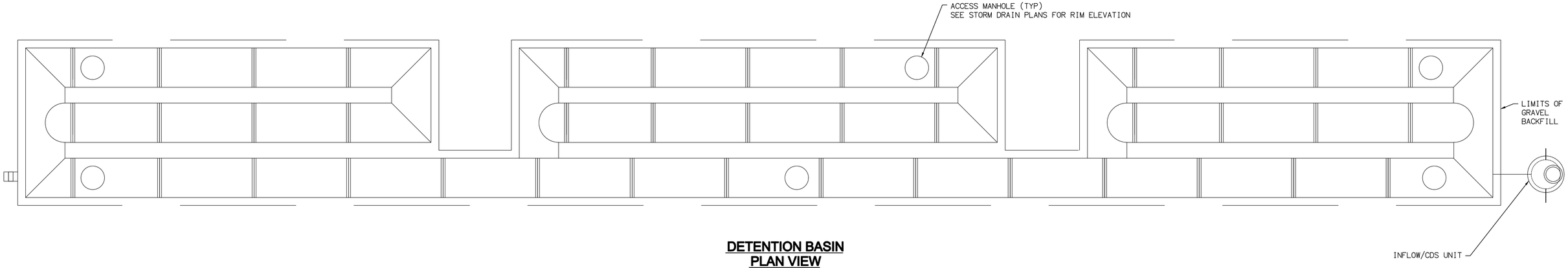
TENTATIVE TRACT No. 6078

SOLAR DRIVE BUSINESS CENTER

UTILITY PLAN

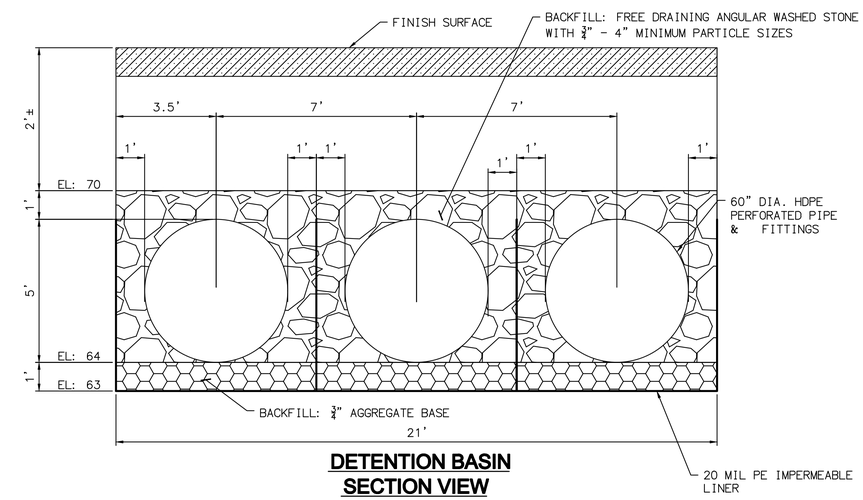
SHEET 3 OF 4 SHEETS

PLOT DATE: 2/5/24 7:24 AM FILE NAME: C:\USERS\SCOTT UNLES\SYNOLOGYDRIVE\DELANESM\VROOT\VPDATA\0110332\CAD\DEV\ENTITLEMENT\TM\332-TM-03.DWG
SAVE DATE: 2/2/24 NICOLESABAY



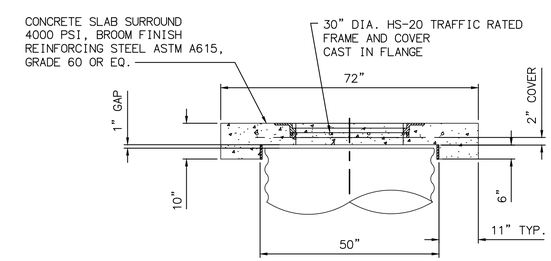
DETENTION BASIN
PLAN VIEW

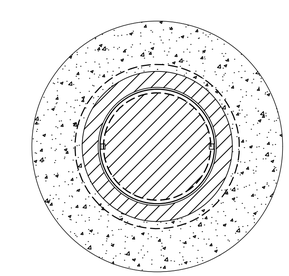
SCALE: NTS



DETENTION BASIN
SECTION VIEW

SCALE: NTS





ACCESS MANHOLE

SCALE: NTS

TENTATIVE TRACT No. 6078

SOLAR DRIVE BUSINESS CENTER

DETAILS

SHEET 4 OF 4 SHEETS

DELANE ENGINEERING
2812 SANTA MONICA BLVD, STE 206
SANTA MONICA, CA 90404
PHONE:310.546.5711-DELANEENGINEERING.COM

PLOT DATE: 2/2/24 3:16 PM FILE NAME: H:\VHROOT\PUBTA\0110332\CAD\DLV\ENTTLEMENT\TM\332-TTM-04.DWG
SAVE DATE:12/5/23 NICOLESABAY

BUILDING STATISTICS:

BUILDING USE & OCCUPANCY TYPE: (PER 2022 CBC 306.2)	B MEDICAL OFFICE / GENERAL OFFICE
CONSTRUCTION TYPE: (PER 2022 CBC TABLE 602)	TYPE V-B; FULLY SPRINKLERED
OCCUPANT LOAD (PER 2022 CBC TABLE 1004.1.2)	100
BUILDING HEIGHT:	BUILDING'S 'A' THRU 'H' LOW PARAPET = 23'-0" HIGH PARAPET = 25'-6"

PARKING CALCULATIONS

REQUIRED PARKING
BASED ON USABLE S.F.
OF 34,511 S.F.

33,638 S.F MEDICAL OFFICE 1/200 S.F. = 168 STALLS
5,873 S.F GENERAL OFFICE 1/250 S.F. = 23 STALLS
718 S.F ELECTRICAL ROOMS (EXCLUDED) = 0 STALLS

PARKING REQUIRED = 191 STALLS

REQUIRED MOTORCYCLE PARKING:	3 SPACES PER 100 PARKING STALLS PER CODE SECTION 16-624
PROVIDED MOTORCYCLE PARKING:	6 PROVIDED
REQUIRED CAPABLE E.V. SPACES: (PER 2022 CA. GREEN CODE, TABLE 5.106.5.3.1)	35 STALLS
REQUIRED EV CAPABLE W/ EVSE: (1 VAN ACCESSIBLE SPACE) (PER 2022 CA. GREEN CODE, TABLE 5.106.5.3.1)	9 STALLS
PROVIDED EVSE: (1 VAN ACCESSIBLE SPACE)	9 STALLS

TOTAL PARKING PROVIDED:
(PARKING WITHIN MOU SETBACK NOT INCLUDED)

STANDARD STALLS:	162 STANDARD STALLS
ACCESSIBLE STALLS:	7 ACCESSIBLE STALLS (W/ 1 VAN STALL)
ACCESSIBLE EV STALLS:	2 (1 VAN STALL AND 1 STANDARD)
MOTORCYCLE STALLS:	6 STALLS
TOTAL STALLS:	177 STALLS
PARKING RATIO:	4.53/1000

PARKING PROVIDED:
(PARKING WITHIN MOU SETBACK INCLUDED)

STANDARD STALLS:	186 STANDARD STALLS
ACCESSIBLE STALLS:	7 ACCESSIBLE STALLS (W/ 1 VAN STALL)
ACCESSIBLE EV STALLS:	2 (1 VAN STALL AND 1 STANDARD)
MOTORCYCLE STALLS:	6 STALLS
TOTAL STALLS:	201 STALLS
PARKING RATIO:	5.11/1000

REQUIRED BICYCLE PARKING:	2 SPACES PER CITY OF OXNARD ZONING CODE SECTION 16-623
REQUIRED BICYCLE PARKING PROVIDED: PER CAL GREEN	6 TWO-BIKE CAPACITY RACKS (12 BIKE SPACES)
ACTUAL BICYCLE PARKING PROVIDED:	7 TWO-BIKE CAPACITY RACKS (14 BIKE SPACES)

planning resub. 03-04-2024 · planning resub. 12-11-2023 · planning 9-07-2023

PROJECT SUMMARY

PROJECT DESCRIPTION

THE PROPOSED PROJECT WILL CONSIST OF EIGHT (8) SINGLE-STORY MEDICAL-OFFICE BUILDINGS. THE BUILDINGS ARE CONFIGURED TO CREATE A CAMPUS LIKE LAYOUT. ON-SITE PARKING FACILITY WILL BE PROVIDED COMPLYING WITH CURRENT ACCESSIBILITY AND MUNICIPAL CODE REQUIREMENTS.

PROJECT ADDRESS:	1750 SOLAR DRIVE OXNARD, CA 93030
APN:	2053-001-008
PROPERTY ZONE:	BRP

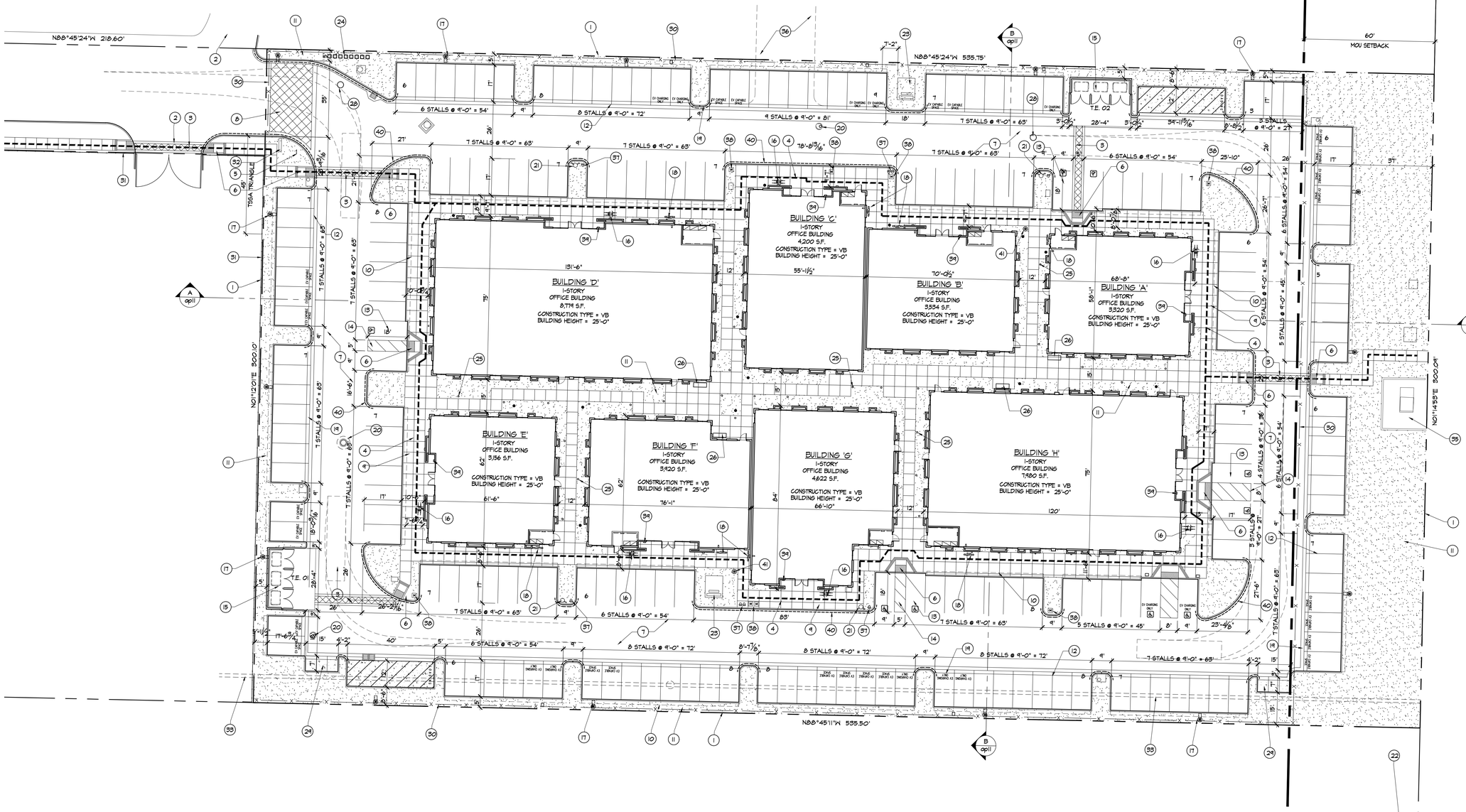
SITE STATISTICS:

LOT AREA:	±3.69 AC / ±160,738 SF
BUILDING S.F. (FOOTPRINT):	42,992 S.F.
LOT COVERAGE:	26.74%
LANDSCAPE AREA:	±29,207 SF
LANDSCAPE COVERAGE:	18.17%
HARDSCAPE AREA:	19,092 S.F.
HARDSCAPE COVERAGE:	11.87%
PARKING & DRIVE AISLE AREA:	68,957 S.F.
PARKING & DRIVE AISLE COVERAGE:	42.9%
TRASH ENCLOSURE AREA:	490 S.F.
TRASH ENCLOSURE COVERAGE:	0.30%

VICINITY MAP

Ventura Fwy
Costco Wholesale
Costco Gas Station
Walgreens
Walgreens Pharmacy
Walgreens Photo
Ventura Fwy
Oxnard Marriott
Oxnard Marriott
Hampton Inn & Suites Oxnard
Hampton Inn & Suites Oxnard
Oxnard Marriott
Oxnard Marriott
Oxnard Marriott

planning resub.:	planning resub.:	planning resub.:	planning resub.:	planning sub.:
03-04-2024	12-11-2023	9-07-2023	4-25-2023	8-02-2022



site plan keynotes

1. PROPERTY LINE, REFER TO TENTATIVE PARCEL MAP AND CIVIL DRAWINGS
2. EXISTING DRIVEWAY TO REMAIN
3. CONRETE WALKWAY. 12" CONCRETE PERIMETER BAND WITH A 2'-6" x 2'-6" SCORED CONCRETE PATTERN AT A 45 DEGREE. COLOR TO BE "DAVIS COLOR" - OUTBACK-6771.
4. ACCESSIBLE PATH OF TRAVEL WITH 2% MAXIMUM CROSS SLOPE AND 5% MAXIMUM RUN, REFER TO CIVIL DRAWINGS
5. SITE ACCESSIBLE ENTRANCE SIGN REFER TO DETAIL a/ap2.2
6. ACCESSIBLE RAMP, 1:12 MAXIMUM SLOPE
7. PARKING AREA PAVING AND DRIVE AISLE, REFER TO CIVIL DRAWINGS FOR ADDITIONAL INFORMATION BASED ON SOIL ENGINEER RECOMMENDATIONS
8. ENHANCED ENTRY PAVING AND PEDESTRIAN CROSSWALK - SCORED COLORED CONCRETE REFER TO p/ap2.2
9. ON-SITE CONCRETE SIDEWALK
10. LINE OF PARKING STALL OVERHANG
11. LANDSCAPE AREA, REFER TO LANDSCAPE DRAWINGS
12. SITE PARKING STRIPING PER CITY OF OXNARD STANDARDS
13. ACCESSIBLE STALL AND STRIPING, MAXIMUM 2% ALL DIRECTIONS
14. CLEAR SPACE STRIPING, PAINT 4" WIDE 45 DEGREE DIAGONAL STRIPING SPACED AT 3'-0" O.C. WITH (2) COATS HIGHWAY PAINT, COLOR PER LOCAL AGENCY
15. TRASH AND RECYCLE ENCLOSURE, SEE c/ap2.2 BASED ON CITY OF OXNARD STANDARD PLATE 605
16. BICYCLE RACKS, (16) BICYCLE SPACES, REFER TO k/ap2.2
17. PARKING LOT LIGHT FIXTURE AND CONCRETE BASE. MAXIMUM 20 FT HIGH MEASURED FROM GROUND TO LENS, REFER TO q/ap2.2
18. NEW FIRE SERVICE AND DOUBLE DETECTOR CHECK BACKFLOW PREVENTER. REFER TO CIVIL DWG'S.
19. CONCRETE SWALE AND CATCH BASINS, REFER TO CIVIL DRAWINGS
20. CONTECH CDS UNIT REFER TO CIVIL DRAWINGS
21. NEW FIRE HYDRANT. REFER TO CIVIL DRAWINGS.
22. PROVIDE BUS STOP IMPROVEMENTS FOR RICE AVENUE AND SAKIOKA DR. BUS STOP SHALL INCLUDE SHELTER WITH SOLAR LIGHTING AND BENCH.
23. NEW ELECTRICAL TRANSFORMER WITH REQUIRED SAFETY BOLLARDS.
24. PROPOSED GAS METER LOCATION
25. LIGHT BOLLARDS BY: LITHONIA LIGHTING - REFER TO PHOTOMETRIC PLAN
26. BENCH - REFER TO m/ap2.2
27. NEW LANDSCAPE WATER METER AND BACKFLOW DEVICE
28. NEW SEWER MANHOLE
29. MOTORCYCLE PARKING - PROVIDE A CONCRETE SLAB REFER TO l/ap2.2
30. EXISTING CHAIN LINK FENCING AND GATES TO BE REMOVED IN ITS ENTIRETY.
31. EXISTING WROUGHT IRON FENCING AND GATES ON ADJACENT PROPERTY TO REMAIN.
32. MONUMENT SIGN
33. EXISITING STORM DRAIN PIPE TO REMAIN
35. EXISTING TRANSFORMER, PAD AND SCREEN WALL TO REMAIN
36. EXISTING DRIVEWAY TO BE REMOVED IN ITS ENTIRETY
37. NEW FIRE DEPARTMENT CONNECTION (FDC) REFER TO CIVIL DWG'S.
38. METER AND SERVICE TO BUILDING REFER TO CIVIL DWG'S.
39. KNOX BOX - EXACT LOCATION TO BE VERIFIED WITH THE FIRE DEPARTMENT.
40. DASHED LINE ALONG CURB FACE INDICATES CURB TO BE PAINTED RED WITH SIGNS POSTED EVERY 150 TO 175 FEET OR AS REQUIRED BY THE FIRE PROTECTION BUREAU. REFER TO DETAILS t/ap2.2
41. PEDESTRIAN LIGHT FIXTURE AND CONCRETE BASE, MAXIMUM 9 FT. HIGH MEASURED FROM GROUND TO LENS.

site plan general notes

1. REMOVE ALL EXISTING ON-SITE CHAIN-LINK FENCING
2. IF THE UNITS ARE EVENTUALLY SOLD TO TENANTS AS PART OF A CONDOMINIUM MODEL, THE WASTE MANAGEMENT WILL NEED TO BE MANAGED CENTRALLY. EACH UNIT WILL NOT BE ABLE TO SIGN UP FOR WASTE SERVICE INDIVIDUALLY.
3. IF SECURITY CAMERA OR ALARM SYSTEMS ARE TO BE ADDED BY THE PERMITTEE, A SECURITY PLAN WILL BE NEEDED IDENTIFYING THESE FEATURES.
4. ALL BACKFLOW PREVENTION SYSTEMS SHALL BE SCREENED BY LANDSCAPING.
5. OUTDOOR LIGHTING SHALL COMPLY WITH THE TITLE 24, PART 6 OF THE CALIFORNIA CODE OF REGULATIONS; CALIFORNIA'S ENERGY EFFICIENCY STANDARDS FOR RESIDENTIAL AND NONRESIDENTIAL BUILDINGS.

site plan legend

- ON-SITE CONCRETE SIDEWALK, REFER TO CIVIL DRAWINGS
- ENHANCED PAVING - SCORED COLORED CONCRETE
- LANDSCAPE AREA, REFER TO LANDSCAPE DRAWINGS
- ACCESSIBLE PATH OF TRAVEL
- PARKING LOT LIGHT FIXTURE
- EXISTING OFF-SITE STREET LIGHTING

pk:a
pk:architecture

29619 agoura road
agoura hills : california : 91301

t: 818.584.0057 f: 866.800.1289

w: pkarchitecture.net

SOLAR PACIFIC INVESTORS
SOLAR DRIVE
OXNARD, CALIFORNIA

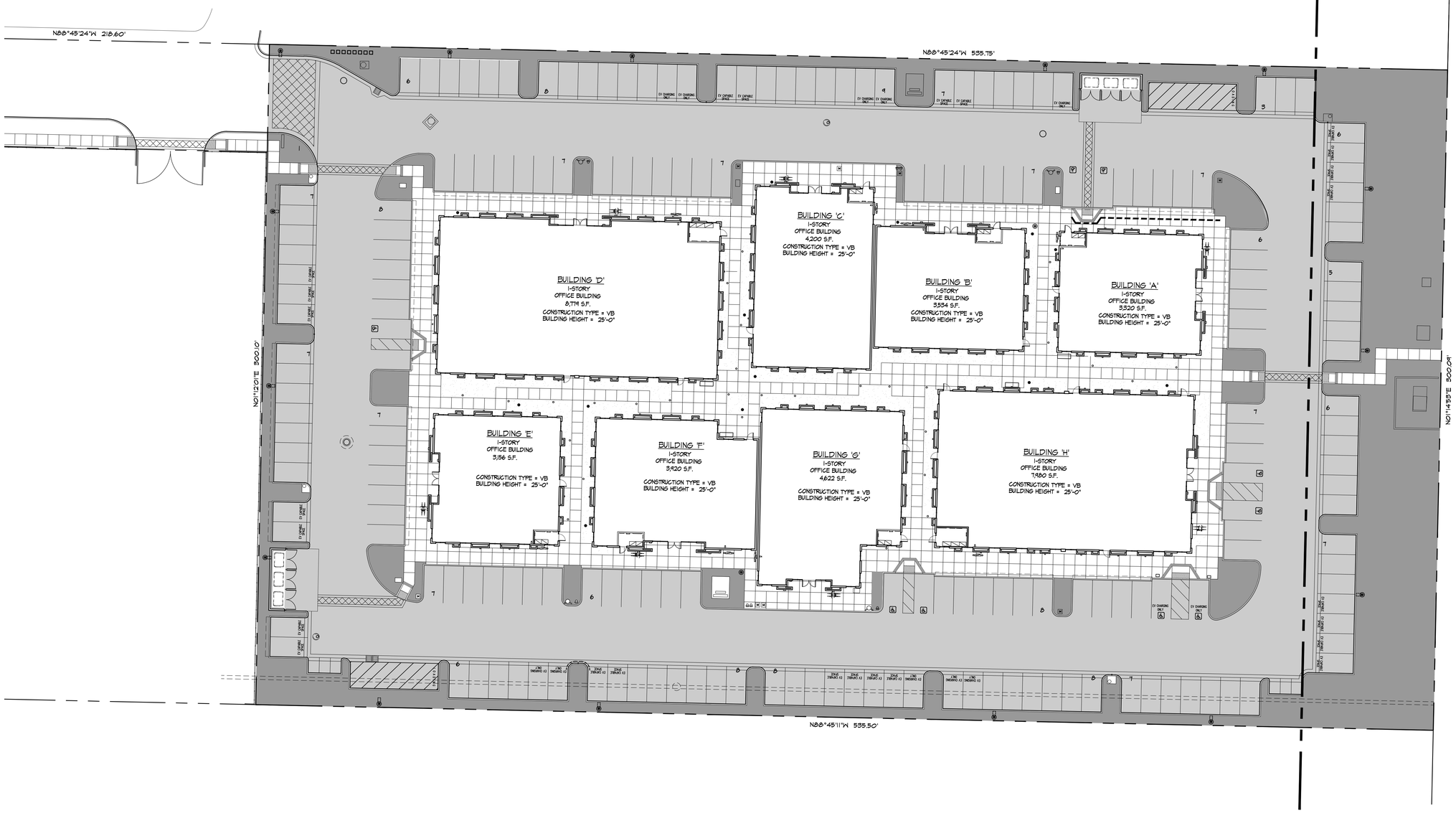
true north

site plan
scale: 1" = 20'-0"

date: 01.20.2022
job number: 21-65.20

ap2

planning resub.: 03-04-2024
planning resub.: 12-11-2023
planning resub.: 9-07-2023
planning resub.: 4-25-2023
planning sub.: 8-02-2022



PARKING LOT AREA
±68,509 S.F.

LANDSCAPE WITHIN PARKING AREAS
±23,931 S.F.

LANDSCAPE % WITHIN PARKING AREAS
34.95%

pk:a
pk:architecture

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agoura hills : california : 91301

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w: pkarchitecture.net

SOLAR PACIFIC INVESTORS
SOLAR DRIVE
OXNARD, CALIFORNIA

true north

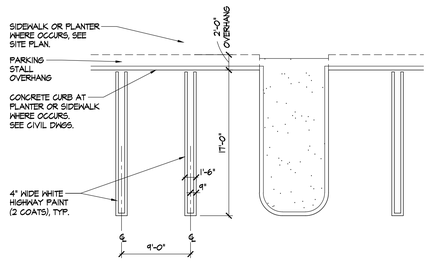
parking area landscape plan

scale: 1" = 20'-0"

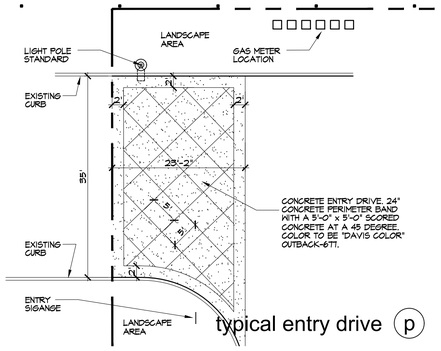
date: 01.20.2022

job number: 21-65.20

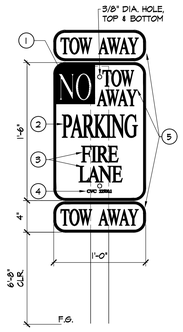
ap2.1



standard stall with overhang (s)



typical entry drive (p)



THE SIGN SHALL BE OF DURABLE MATERIAL, SECURELY MOUNTED, FACING THE DIRECTION OF TRAVEL AND CLEARLY VISIBLE TO ONCOMING TRAFFIC.

(1) THE WORD "NO" SHALL BE WHITE REFLECTIVE ON RED BACKGROUND AND NO SMALLER THAN 3 1/2" INCHES IN HEIGHT.

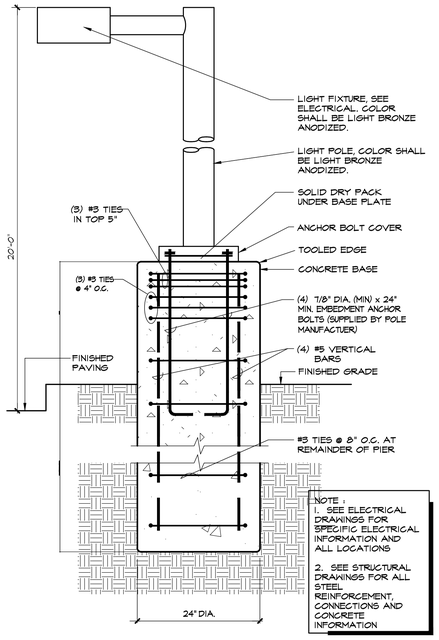
(2) LETTERING SHALL BE RED ON WHITE REFLECTIVE BACKGROUND, NO SMALLER THAN 3" IN HEIGHT.

(3) LETTERING SHALL BE RED ON WHITE REFLECTIVE BACKGROUND, NO SMALLER THAN 2 1/4" IN HEIGHT.

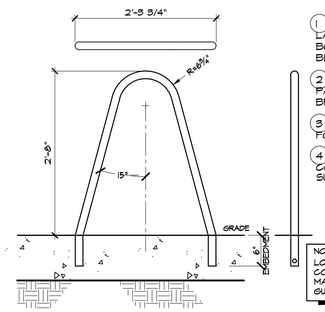
(4) LETTERING SHALL BE RED ON WHITE REFLECTIVE BACKGROUND, NO SMALLER THAN 3/8" IN HEIGHT.

(5) THE WORD "TOW AWAY" SHALL BE IN ONE OF THE THREE OPTIONAL LOCATIONS. THE LETTERING SHALL BE RED ON WHITE REFLECTIVE BACKGROUND, NO SMALLER THAN 2 1/4" IN HEIGHT.

fire lane signage (t)



typical light standard (q)



(1) BICYCLE RACK - LANDSCAPE FORM BOLA OR EQUAL BLACK FINISH

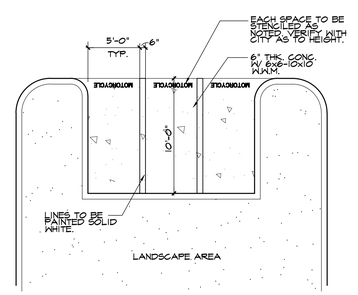
(2) 4" THICK CONC. PAD WITH MEDIUM BROOM FINISH.

(3) CONCRETE FOOTING.

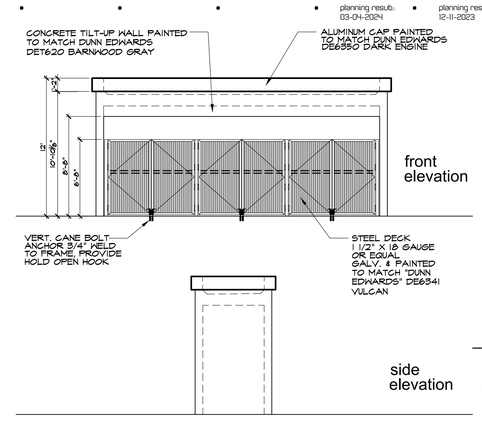
(4) 90% COMPACTED SUB-GRADE.

NOTE:
LOCATE BIKE RACK ON CONC. PAD PER MANUFACTURER'S GUIDELINE.

bike rack (k)

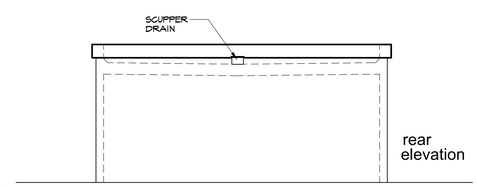


motorcycle parking stalls (l)



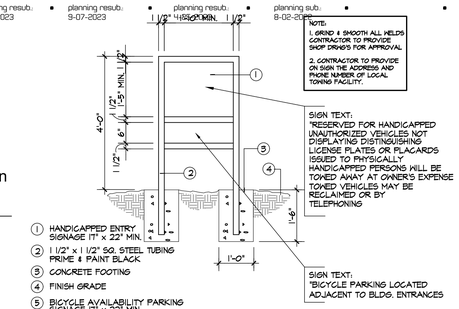
front elevation

side elevation

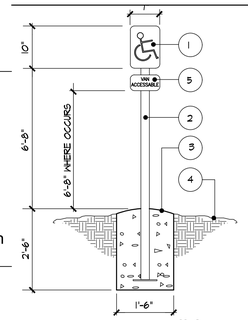


rear elevation

trash enclosure elevation (f)



site accessible entrance signage (a)



(1) 7" x 10" HANDICAPPED SIGNAGE PER CODE WHITE ON DARK BLUE BACKGROUND

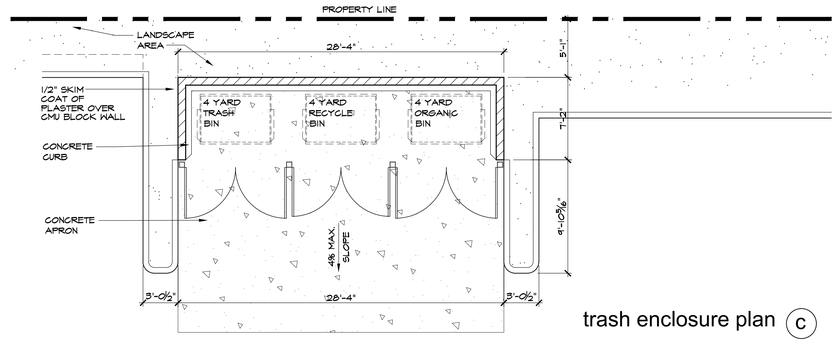
(2) 3" x 3" TUBULAR STEEL, PRIME & PAINT BLUE, CAP TUBE AT TOP END & PROVIDE BOTTOM STEEL PLATE

(3) CONCRETE FOOTING

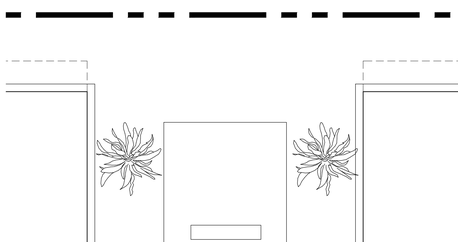
(4) FINISHED GRADE

(5) VAN ACCESSABLE SPACES SHALL HAVE AN ADDITIONAL SIGN MOUNTED BELOW AS SHOWN

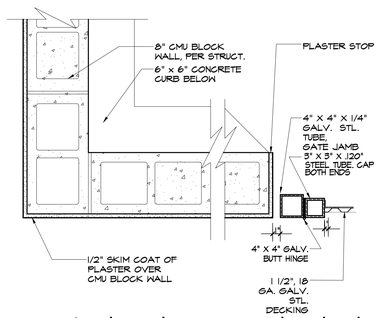
accessible parking stall signage (b)



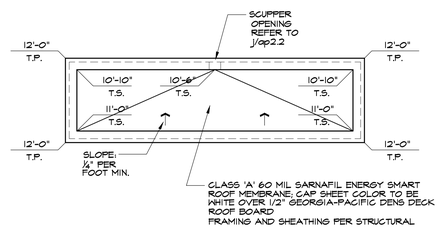
trash enclosure plan (c)



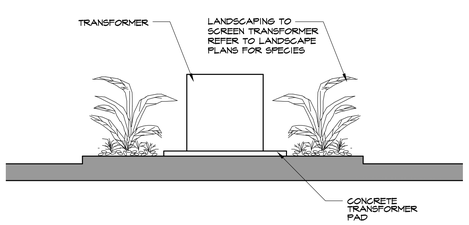
bench elevation and section (m)



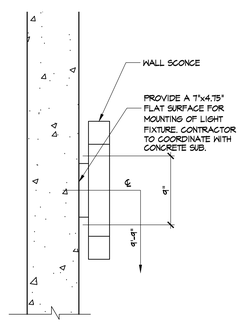
trash enclosure man door jamb (g)



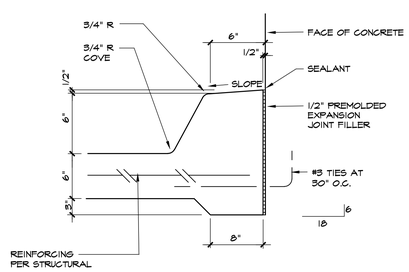
trash enclosure roof plan (d)



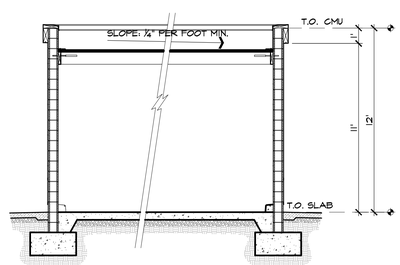
transformer pad screening (r)



light fixture mounted (n)



trash enclosure conc. curb (h)



trash enclosure section (e)

pk:a
pk:architecture

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w. pkarchitecture.net

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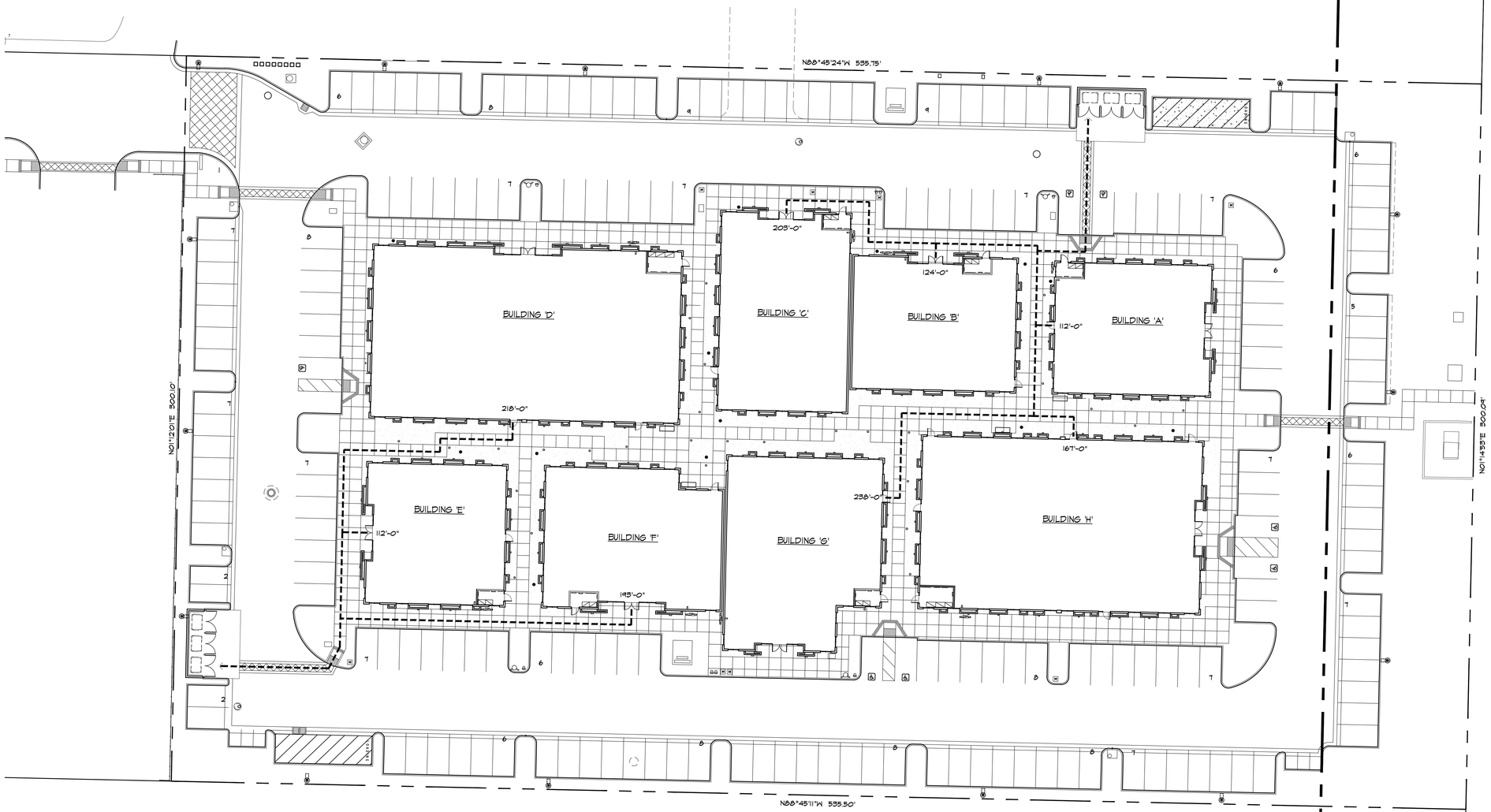
OXNARD, CALIFORNIA

miscellaneous details
scale: as noted

date: 01.20.2022
job number: 21-65.20

ap2.2

planning resub.: 03-04-2024
planning resub.: 12-11-2023
planning resub.: 9-07-2023
planning resub.: 4-25-2023
planning sub.: 8-02-2022



NOTES:

1. THERE MUST BE AT LEAST 25' OF OVERHEAD CLEARANCE ABOVE THE COLLECTION AREAS TO AVOID DAMAGE AND SERVICE INTERFERENCE.

2. ALL DRIVEWAYS, ROADS ALLEYS OR SERVICE WAYS MUST PROVIDE AN UNOBSTRUCTED PATH OF AT LEAST 15' HIGH AND 12' WIDW TO ENSURE SAFE ACCESS TO THE TRASH ENCLOSURE.

pk:a
pk:architecture

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OXNARD, CALIFORNIA

true north

trash enclosure distance plan

scale: 1" = 20'-0"

date: 01.20.2022

job number: 21-65.20

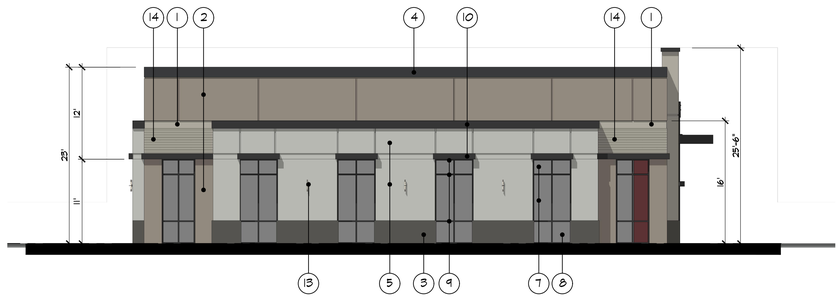
ap2.3

planning resub.: 03-04-2024 · planning resub.: 12-11-2023 · planning resub.: 9-07-2023 · planning resub.: 4-25-2023 · planning sub.: 8-02-2022

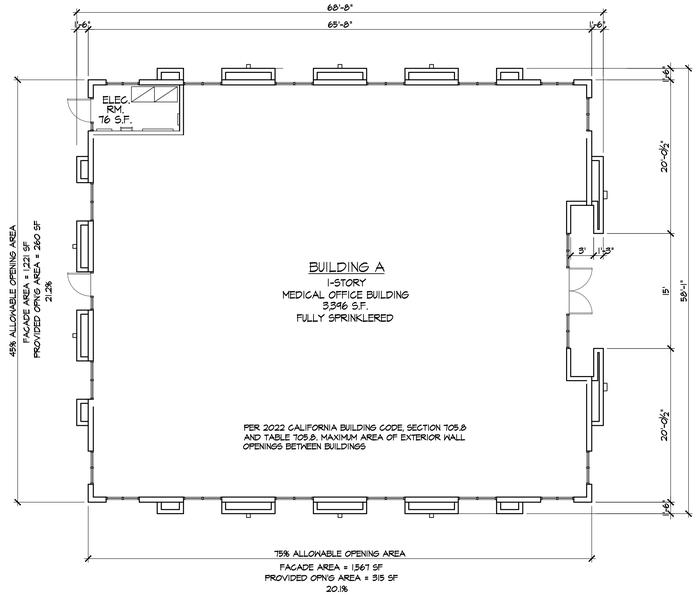
exterior materials & colors

1. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DE6625 RECLAIMED WOOD
2. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DE6620 BARNWOOD GRAY
3. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DE6628 CHARCOAL SKETCH
4. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DE6350 DARK ENGINE
5. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DE6600 DOLPHIN TALES
6. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DE5046 TERRA ROSA
7. DUAL GLAZED LOW 'E' ENERGY EFFICIENT
   GREEN TINT GLAZING
8. SPANDREL GLASS
   WITH "OPACI-COAT- 300" COATING
   COLOR TO BE HARMONY SOLEX - #2-743
9. EXTRUDED ALUMINUM STOREFRONT SYSTEM,
   COLOR TO BE BLACK
10. PARAPET CAP, METAL AWNING, MISC. METALS
    COLOR TO BE BLACK
11. PROPOSED TENANT SIGNAGE LOCATION.
    SIZE AND LOCATION PER THE CITIES SPECIFIC PLAN.
12. WALL SCONCE - VISA LIGHTING
    MODEL NO. OW1464 WRAP - 16" OUTDOOR
    COLOR: JET BLACK
13. WALL SCONCE - BROWNLEE LIGHTING
    MODEL NO. BEAM LED ADA #7177 - 18"
    COLOR: BLACK
14. METAL SALES (metalsales.us.com)
    WALL PANEL
    EM1-1655
    COLOR: ASH GREY (25)

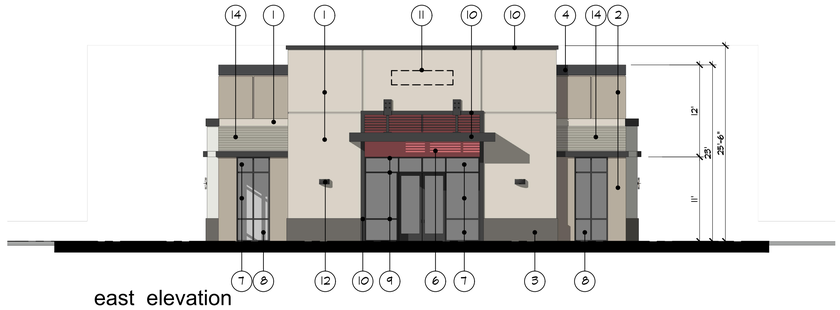
west elevation



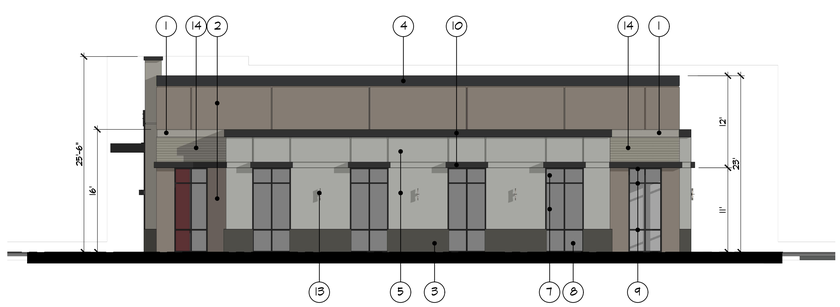
south elevation



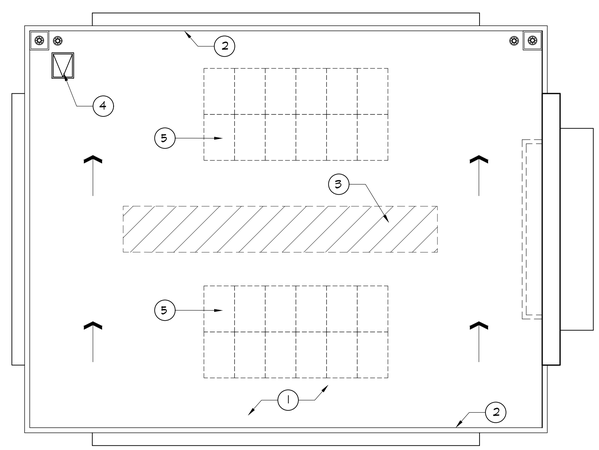
building 'a' floor plan



east elevation



north elevation



building 'a' roof plan

roof plan keynotes

1. CLASS 'A' 60 MIL SARNAFIL G410 ENERGY SMART ROOF MEMBRANE; CAP SHEET COLOR TO BE WHITE OVER 1/2" GEORGIA-PACIFIC DENS DECK ROOF BOARD FRAMING AND SHEATHING PER STRUCTURAL
2. PARAPET WALL
3. AREA FOR ROOFTOP MECHANICAL UNITS ROOF SCREEN TO BE USED IF AND AS REQUIRED REFER TO DETAIL a/ap3
4. ROOF ACCESS HATCH
5. SOLAR READY ROOF AREA EQUAL TO 15% OF TOTAL ROOF AREA.

roof plan legend

R.D.	ROOF DRAIN SUMP DISCHARGED AT FACE OF CURB
O.D.	OVERFLOW DRAIN DISCHARGED AT FACE OF BUILDING
	GENERAL DIRECTION OF DRAINAGE 1/2" / FT. SLOPE
	AREA FOR ROOFTOP MECHANICAL UNITS. ALL ROOF MOUNTED EQUIPMENT SHALL BE COMPLETELY SCREENED FROM PUBLIC VIEW
T.O.P.	TOP OF PARAPET WALL
T.O.S.	TOP OF ROOF SHEATHING
XX'-X"	BUILDING COMPONENT ELEVATION FROM FINISHED FLOOR

pk:a
pk:architecture

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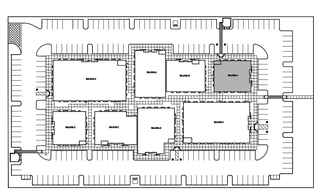
SOLAR PACIFIC INVESTORS
SOLAR DRIVE
OXNARD, CALIFORNIA

true north

building 'a' plans and elevations

scale: 1/8" = 1'-0"



KEY PLAN

date: 01.20.2022

job number: 21-65.20

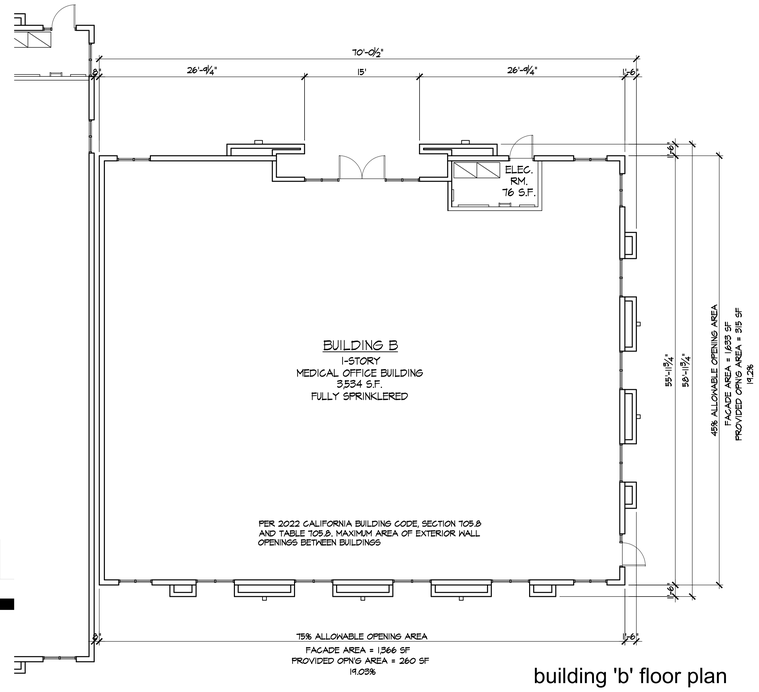
ap3

planning resub.: 03-04-2024 | planning resub.: 12-11-2023 | planning resub.: 9-07-2023 | planning resub.: 4-25-2023 | planning sub.: 8-02-2022

exterior materials & colors

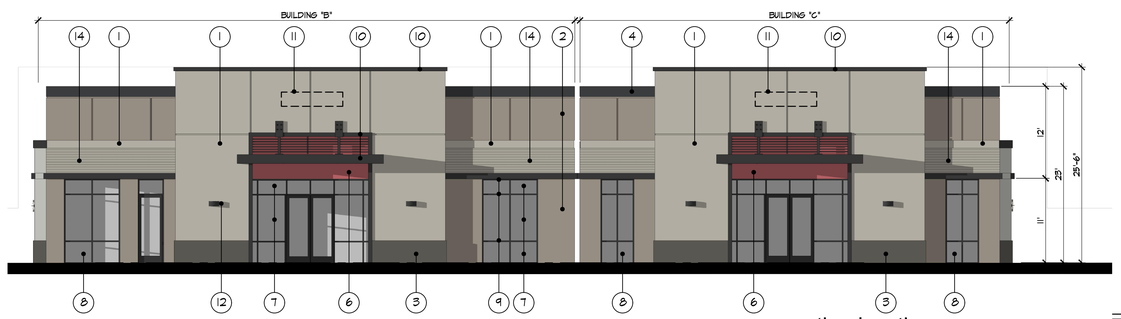
1. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DE6235 REGLAIMED WOOD
2. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DE6220 BARNWOOD GRAY
3. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DE6228 CHARCOAL SKETCH
4. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DE6350 DARK ENSINE
5. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DE6600 DOLPHIN TALES
6. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DE5016 TERRA ROSA
7. DUAL GLAZED LOW 'E' ENERGY EFFIGIENT
   GREEN TINT GLAZING
8. SPANDREL GLASS
   WITH "OPACI-COAT- 300" COATING
   COLOR TO BE HARMONY SOLEX - #2-745
9. EXTRUDED ALUMINUM STOREFRONT SYSTEM,
   COLOR TO BE BLACK
10. PARAPET CAP, METAL AWNING, MISC. METALS
    COLOR TO MATCH DUNN EDWARDS DE6350 DARK ENSINE
11. PROPOSED TENANT SIGNAGE LOCATION.
    SIZE AND LOCATION PER THE CITIES SPECIFIC PLAN.
12. WALL SCONCE - VISA LIGHTING
    MODEL NO. OW4464 WRAP - 16" OUTDOOR
    COLOR: JET BLACK
13. WALL SCONCE - BRONNLEE LIGHTING
    MODEL NO. BEAM LED ADA #TITT - 18"
    COLOR: BLACK
14. METAL SALES (metalsales.us.com)
    WALL PANEL
    EMI-1655
    COLOR:ASH GREY (25)

south elevation

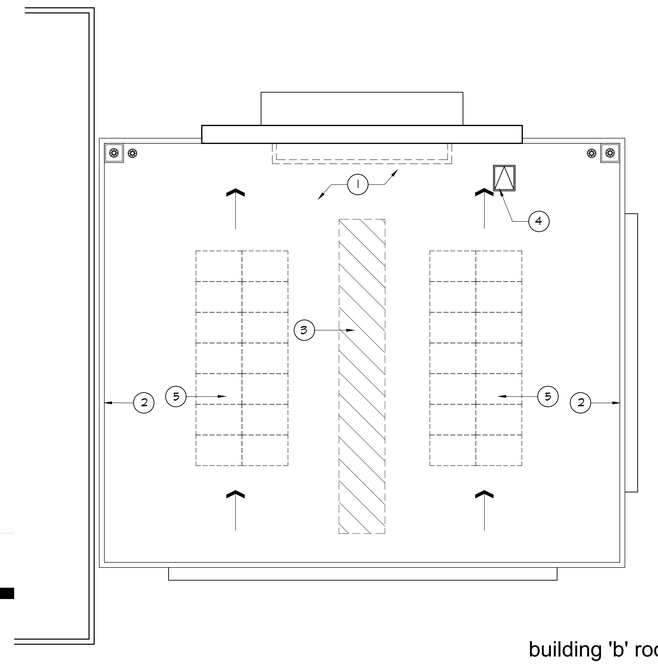


building 'b' floor plan

east elevation



north elevation



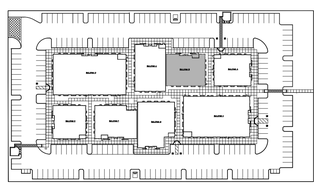
building 'b' roof plan

roof plan keynotes

1. CLASS 'A' 60 MIL SARNAFIL G410 ENERGY SMART ROOF MEMBRANE, CAP SHEET COLOR TO BE WHITE OVER 1/2" GEORGIA-PACIFIC DENS DECK ROOF BOARD FRAMING AND SHEATHING PER STRUCTURAL
2. PARAPET WALL
3. AREA FOR ROOFTOP MECHANICAL UNITS ROOF SCREEN TO BE USED IF AND AS REQUIRED REFER TO DETAIL a/ap3
4. ROOF ACCESS HATCH
5. SOLAR READY ROOF AREA EQUAL TO 15% OF TOTAL ROOF AREA.

roof plan legend

R.D.	ROOF DRAIN SUMP DISCHARGED AT FACE OF CURB
O.D.	OVERFLOW DRAIN DISCHARGED AT FACE OF BUILDING
	GENERAL DIRECTION OF DRAINAGE 1/2" / FT. SLOPE
	AREA FOR ROOFTOP MECHANICAL UNITS, ALL ROOF MOUNTED EQUIPMENT SHALL BE COMPLETELY SCREENED FROM PUBLIC VIEW
T.O.P.	TOP OF PARAPET WALL
T.O.S.	TOP OF ROOF SHEATHING
XX'-X"	BUILDING COMPONENT ELEVATION FROM FINISHED FLOOR



KEY PLAN

pk:a
pk:architecture

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OXNARD, CALIFORNIA

true north

building 'b' plans and elevations

scale: 1/8" = 1'-0"

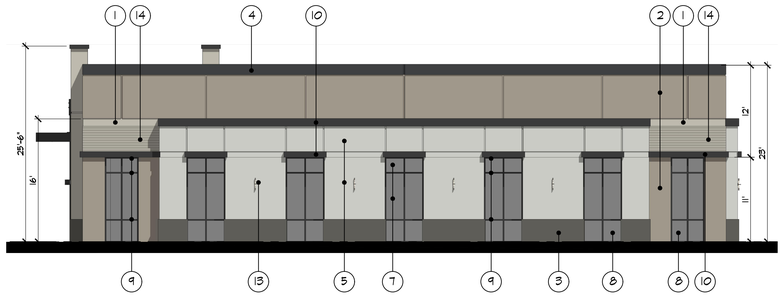
date: 01.20.2022
job number: 21-65.20

ap4

planning resub.: 03-04-2024 · planning resub.: 12-11-2023 · planning resub.: 9-07-2023 · planning resub.: 4-25-2023 · planning sub.: 8-02-2022

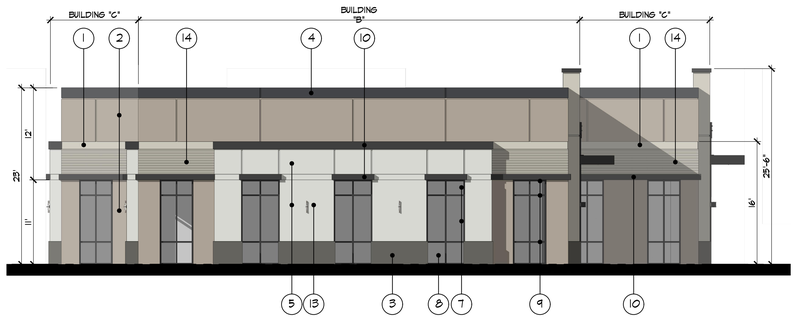
exterior materials & colors

1. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DET625 RECLAIMED WOOD
2. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DET620 BARNWOOD GRAY
3. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DET628 CHARCOAL SKETCH
4. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DE6350 DARK ENGINE
5. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DET600 DOLPHIN TALES
6. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DES046 TERRA ROSA
7. DUAL GLAZED LOW 'E' ENERGY EFFICIENT
   GREEN TINT GLAZING
8. SPANDREL GLASS
   WITH "OPACI-COAT- 300" COATING
   COLOR TO BE HARMONY SOLEX - #2-743
9. EXTRUDED ALUMINUM STOREFRONT SYSTEM,
   COLOR TO BE BLACK
10. PARAPET CAP, METAL AWNING, MISC. METALS
    COLOR TO MATCH DUNN EDWARDS DE6350 DARK ENGINE
11. PROPOSED TENANT SIGNAGE LOCATION.
    SIZE AND LOCATION PER THE CITIES SPECIFIC PLAN.
12. WALL SCONCE - VISA LIGHTING
    MODEL NO. OW1464 WRAP - 16" OUTDOOR
    COLOR: JET BLACK
13. WALL SCONCE - BROWNLEE LIGHTING
    MODEL NO. BEAM LED ADA #7177 - 18"
    COLOR: BLACK
14. METAL SALES (metalsales.us.com)
    WALL PANEL
    EM-1653
    COLOR: ASH GREY (25)

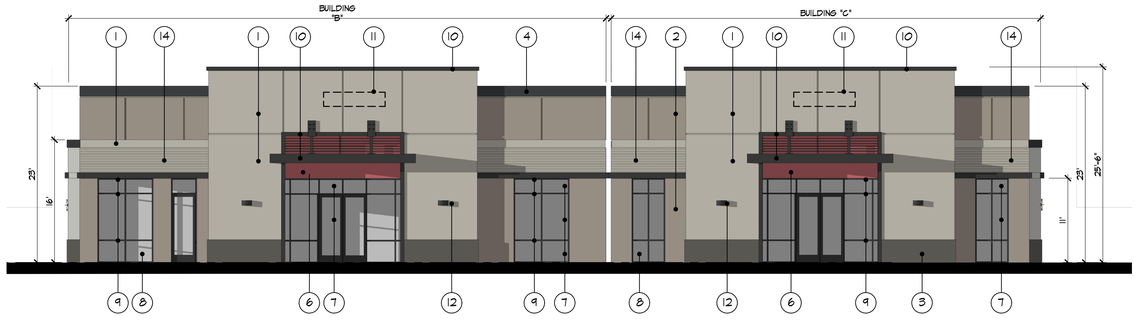


west elevation

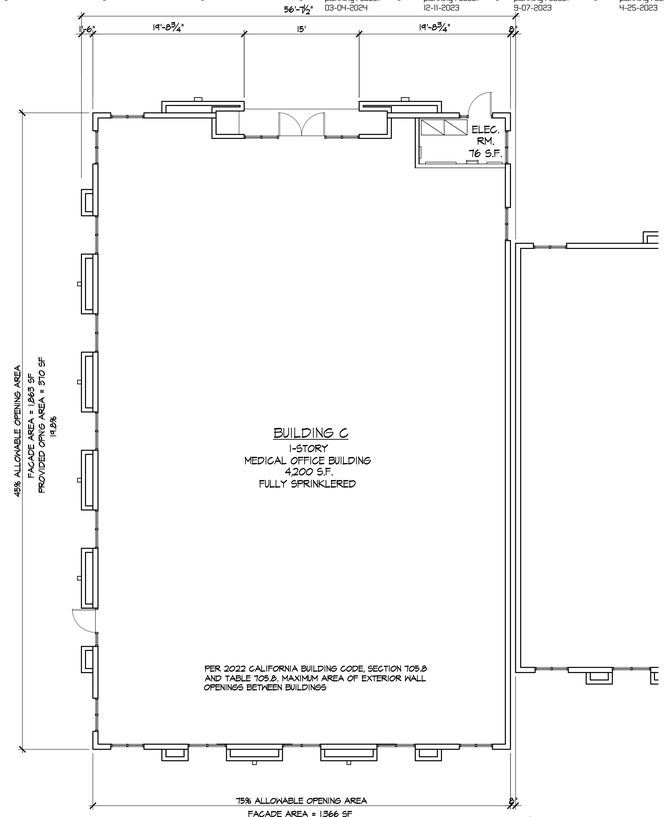
south elevation



east elevation



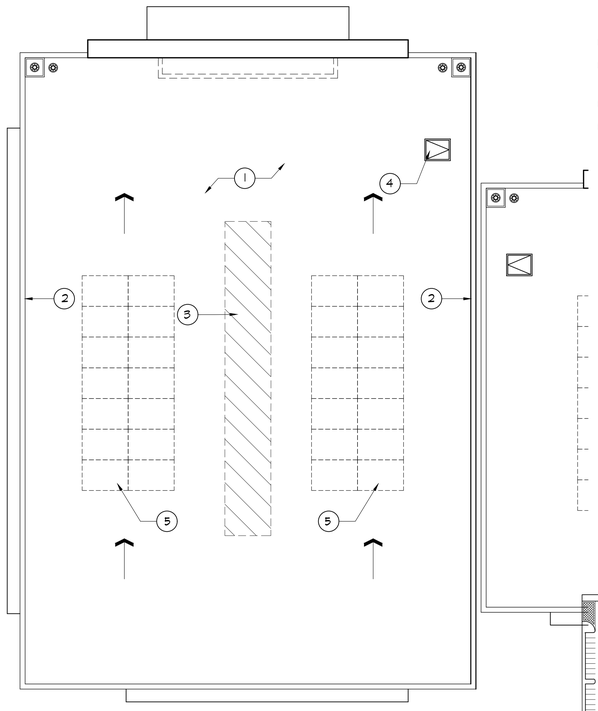
north elevation



building 'c' floor plan

roof plan keynotes

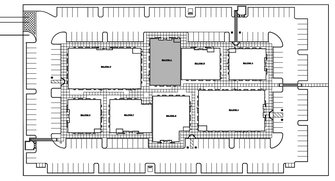
1. CLASS 'A' 60 MIL SARNAFIL G410 ENERGY SMART ROOF MEMBRANE, CAP SHEET COLOR TO BE WHITE OVER 1/2" GEORGIA-PACIFIC DENS DECK ROOF BOARD FRAMING AND SHEATHING PER STRUCTURAL
2. PARAPET WALL
3. AREA FOR ROOFTOP MECHANICAL UNITS ROOF SCREEN TO BE USED IF AND AS REQUIRED REFER TO DETAIL a/ap3
4. ROOF ACCESS HATCH
5. SOLAR READY ROOF AREA EQUAL TO 15% OF TOTAL ROOF AREA.



building 'c' roof plan

roof plan legend

- R.D. — ROOF DRAIN SUMP DISCHARGED AT FACE OF CURB
- O.D. — OVERFLOW DRAIN DISCHARGED AT FACE OF BUILDING
- GENERAL DIRECTION OF DRAINAGE 1/2" / FT. SLOPE
- AREA FOR ROOFTOP MECHANICAL UNITS. ALL ROOF MOUNTED EQUIPMENT SHALL BE COMPLETELY SCREENED FROM PUBLIC VIEW
- T.O.P. — TOP OF PARAPET WALL
- T.O.S. — TOP OF ROOF SHEATHING
- XX'-X" — BUILDING COMPONENT ELEVATION FROM FINISHED FLOOR



KEY PLAN

pk:a
pk:architecture

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agoura hills : california : 91301

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w: pkarchitecture.net

SOLAR PACIFIC INVESTORS
SOLAR DRIVE
OXNARD, CALIFORNIA

true north

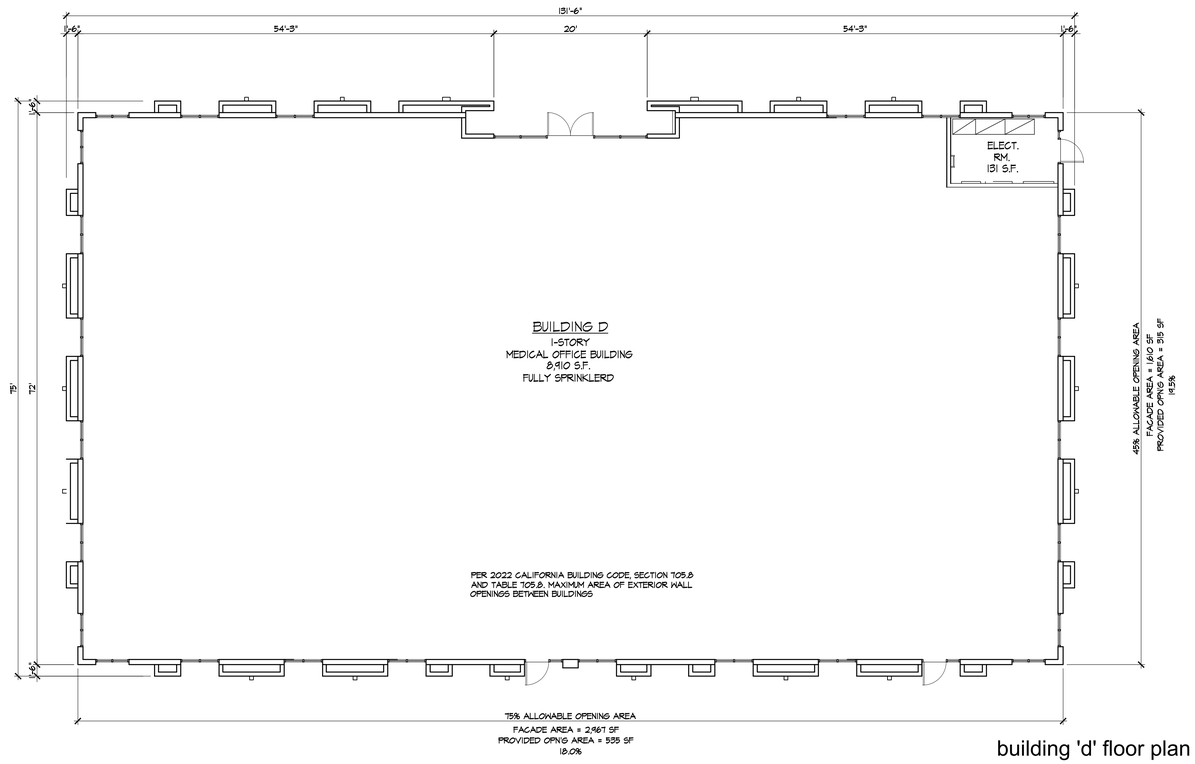
building 'c' plans and elevations

scale: 1/8" = 1'-0"

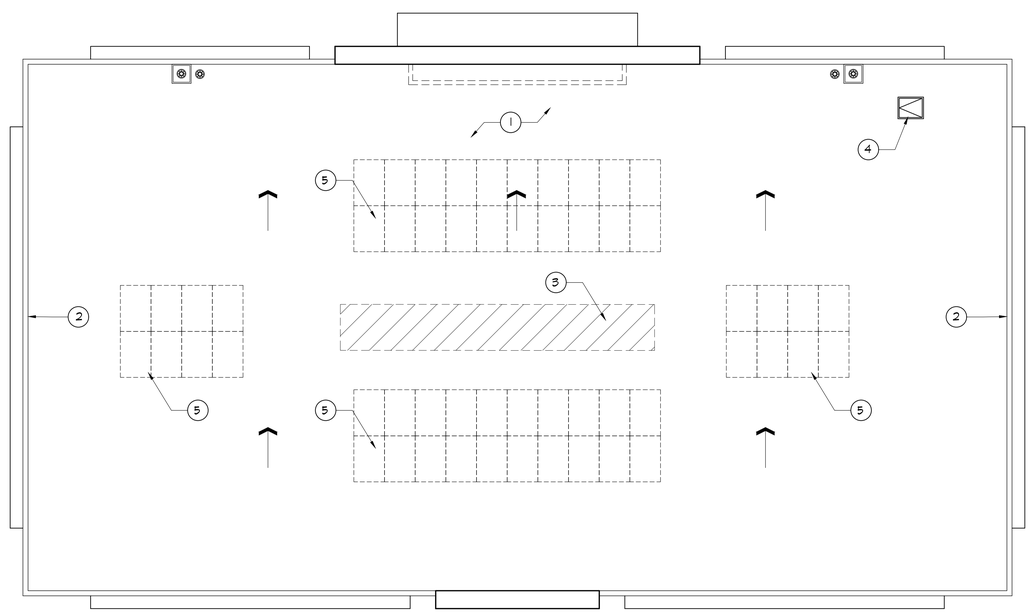
date: 01.20.2022

job number: 21-65.20

ap5



building 'd' floor plan



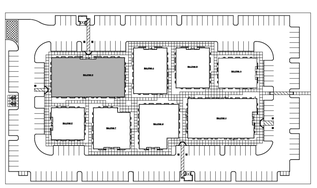
building 'd' roof plan

roof plan keynotes

1. CLASS 'A' 60 MIL SARNAFIL G410 ENERGY SMART ROOF MEMBRANE. CAP SHEET COLOR TO BE WHITE OVER 1/2" GEORGIA-PACIFIC DENS DECK ROOF BOARD FRAMING AND SHEATHING PER STRUCTURAL
2. PARAPET WALL
3. AREA FOR ROOFTOP MECHANICAL UNITS ROOF SCREEN TO BE USED IF AND AS REQUIRED REFER TO DETAIL a/ap3
4. ROOF ACCESS HATCH
5. SOLAR READY ROOF AREA EQUAL TO 15% OF TOTAL ROOF AREA.

roof plan legend

R.D.	ROOF DRAIN SUMP DISCHARGED AT FACE OF CURB
O.D.	OVERFLOW DRAIN DISCHARGED AT FACE OF BUILDING
	GENERAL DIRECTION OF DRAINAGE 1/2" / FT. SLOPE
	AREA FOR ROOFTOP MECHANICAL UNITS. ALL ROOF MOUNTED EQUIPMENT SHALL BE COMPLETELY SCREENED FROM PUBLIC VIEW
T.O.P.	TOP OF PARAPET WALL
T.O.S.	TOP OF ROOF SHEATHING
XX'-X"	BUILDING COMPONENT ELEVATION FROM FINISHED FLOOR



KEY PLAN

pk:a
pk:architecture

29619 agoura road
agoura hills : california : 91301

t: 818.594.0057 f: 866.800.1289

w: pkarchitecture.net

SOLAR PACIFIC INVESTORS
SOLAR DRIVE
OXNARD, CALIFORNIA

true north

building 'd' plans and elevations

scale: 1/8" = 1'-0"

date: 01.20.2022

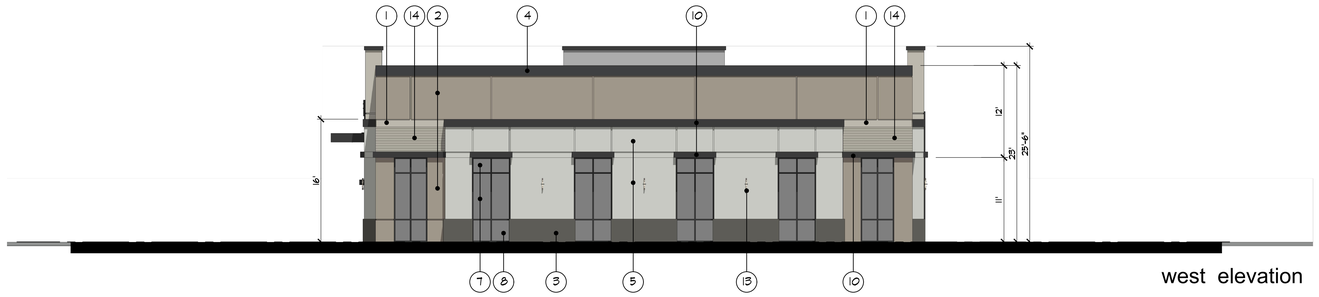
job number: 21-65.20

ap9

planning resub.: 03-04-2024 · planning resub.: 12-11-2023 · planning resub.: 9-07-2023 · planning resub.: 4-25-2023 · planning sub.: 8-02-2022

exterior materials & colors

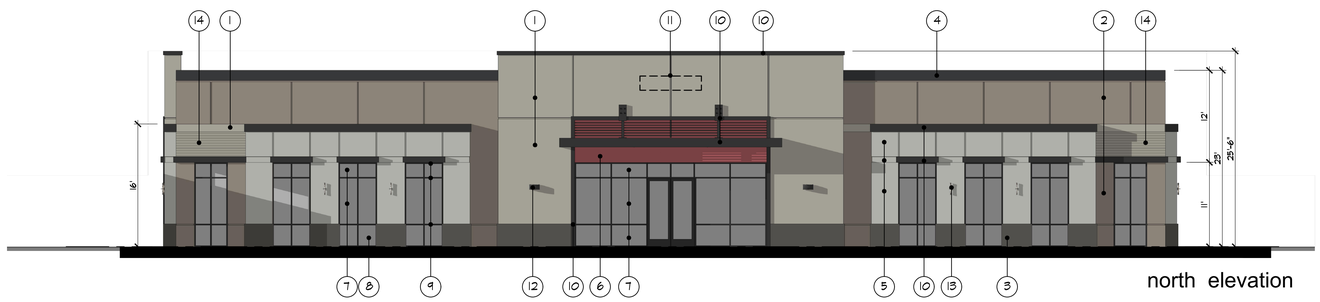
1. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DET625 RECLAIMED WOOD
2. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DET620 BARNWOOD GRAY
3. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DET628 CHARCOAL SKETCH
4. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DE6350 DARK ENGINE
5. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DET600 DOLPHIN TALES
6. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DE5046 TERRA ROSA
7. DUAL GLAZED LOW 'E' ENERGY EFFICIENT
   GREEN TINT GLAZING
8. SPANDREL GLASS
   WITH "OPACI-COAT- 300" COATING
   COLOR TO BE HARMONY SOLEX - #2-743
9. EXTRUDED ALUMINUM STOREFRONT SYSTEM,
   COLOR TO BE BLACK
10. PARAPET CAP, METAL AWNING, MISC. METALS
    COLOR TO MATCH DUNN EDWARDS DE6350 DARK ENGINE
11. PROPOSED TENANT SIGNAGE LOCATION.
    SIZE AND LOCATION PER THE CITIES SPECIFIC PLAN.
12. WALL SCONCE - VISA LIGHTING
    MODEL NO. OW1464 WRAP - 16" OUTDOOR
    COLOR: JET BLACK
13. WALL SCONCE - BROWNLEE LIGHTING
    MODEL NO. BEAM LED ADA #TITI - 18"
    COLOR: BLACK
14. METAL SALES (metalsales.us.com)
    WALL PANEL
    EMI-1653
    COLOR: ASH GREY (25)
15. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
    HARD TROWEL FINISH WITH ELASTOMERIC PAINT
    TO MATCH DUNN EDWARDS DET605 DRIFTING DOWNSTREAM



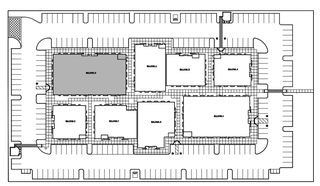
west elevation

south elevation

east elevation



north elevation



KEY PLAN

pk:a

pk:architecture

29619 agoura road
agoura hills : california : 91301

t: 818.584.0057 f: 866.800.1289

w: pkarchitecture.net

SOLAR PACIFIC INVESTORS

SOLAR DRIVE
OXNARD, CALIFORNIA

true north

building 'd' elevations

scale: 1/8" = 1'-0"

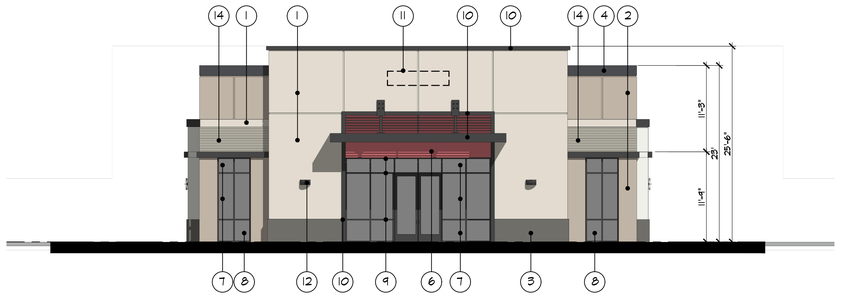
date: 01.20.2022

job number: 21-65.20

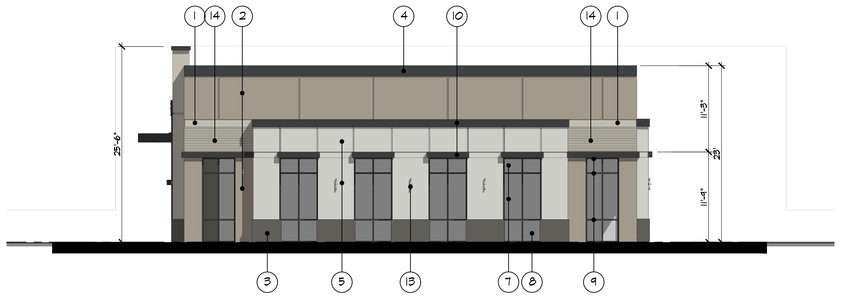
ap6.1

exterior materials & colors

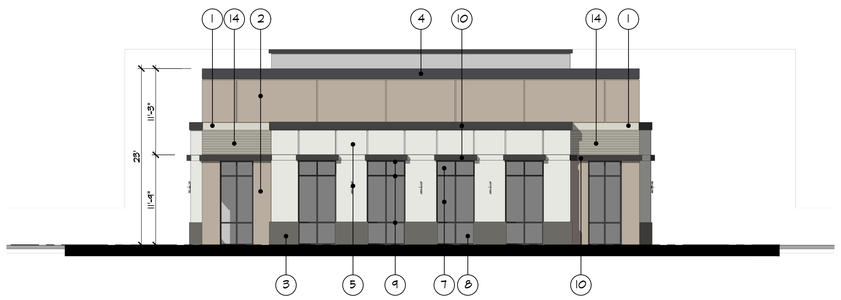
1. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DET623 REGLAIMED WOOD
2. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DET620 BARNWOOD GRAY
3. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DET628 CHARCOAL SKETCH
4. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DE6550 DARK ENGINE
5. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DET600 DOLPHIN TALES
6. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DE5096 TERRA ROSA
7. DUAL GLAZED LOW 'E' ENERGY EFFICIENT
   GREEN TINT GLAZING
8. SPANDREL GLASS
   WITH "OPACI-COAT- 300" COATING
   COLOR TO BE HARMONY SOLEX - #2-743
9. EXTRUDED ALUMINUM STOREFRONT SYSTEM,
   COLOR TO BE BLACK
10. PARAPET CAP, METAL AWNING, MISC. METALS
    COLOR TO BE BLACK
11. PROPOSED TENANT SIGNAGE LOCATION.
    SIZE AND LOCATION PER THE CITIES SPECIFIC PLAN.
12. WALL SCONCE - VISA LIGHTING
    MODEL NO. ON1464 WRAP - 16" OUTDOOR
    COLOR: JET BLACK
13. WALL SCONCE - BROWNLEE LIGHTING
    MODEL NO. BEAM LED ADA #TITT - 18"
    COLOR: BLACK
14. METAL SALES *(metalsales.us.com)*
    WALL PANEL
    EM-1653
    COLOR:ASH GREY (25)



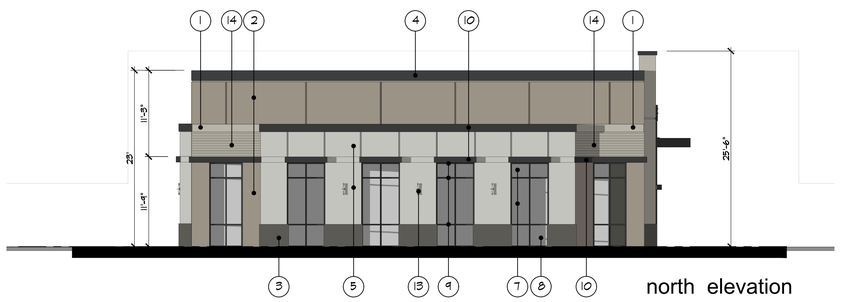
west elevation



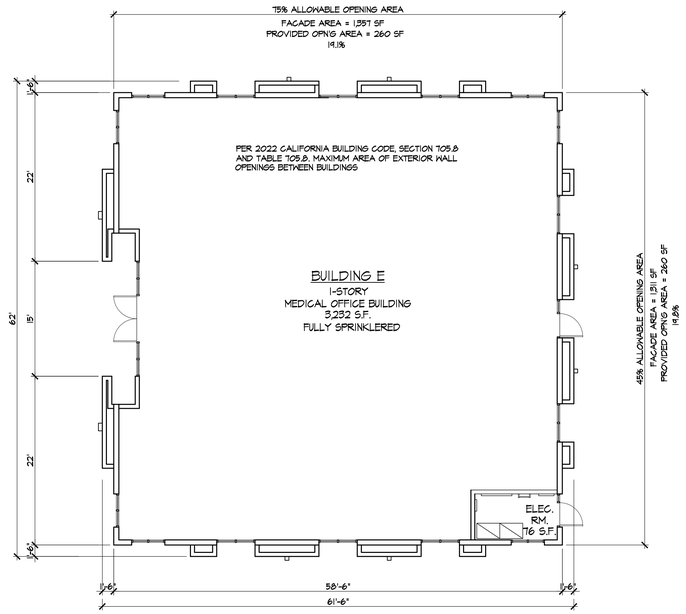
south elevation



east elevation



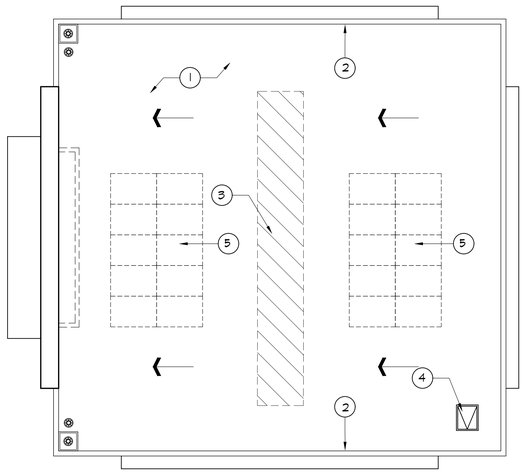
north elevation



building 'e' floor plan

roof plan keynotes

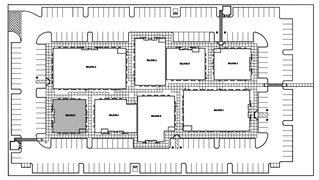
1. CLASS 'A' 60 MIL SARNAFIL G410 ENERGY SMART
   ROOF MEMBRANE; CAP SHEET COLOR TO BE WHITE
   OVER 1/2" GEORGIA-PACIFIC DENS DECK ROOF BOARD
   FRAMING AND SHEATHING PER STRUCTURAL
2. PARAPET WALL
3. AREA FOR ROOFTOP MECHANICAL UNITS
   ROOF SCREEN TO BE USED IF AND AS REQUIRED
   REFER TO DETAIL a/ap3
4. ROOF ACCESS HATCH
5. SOLAR READY ROOF AREA EQUAL TO 15% OF TOTAL
   ROOF AREA.



building 'e' roof plan

roof plan legend

R.D.	ROOF DRAIN SUMP DISCHARGED AT FACE OF CURB
O.D.	OVERFLOW DRAIN DISCHARGED AT FACE OF BUILDING
	GENERAL DIRECTION OF DRAINAGE 1/2" / FT. SLOPE
	AREA FOR ROOFTOP MECHANICAL UNITS. ALL ROOF MOUNTED EQUIPMENT SHALL BE COMPLETELY SCREENED FROM PUBLIC VIEW
T.O.P.	TOP OF PARAPET WALL
T.O.S.	TOP OF ROOF SHEATHING
XX'-X"	BUILDING COMPONENT ELEVATION FROM FINISHED FLOOR



KEY PLAN

pk:a
pk:architecture

29619 agoura road
agoura hills : california : 91301

t: 818.584.0057 f: 866.800.1289

w: pkarchitecture.net

SOLAR PACIFIC INVESTORS
SOLAR DRIVE
OXNARD, CALIFORNIA

true north

building 'e' plans and elevations

scale: 1/8" = 1'-0"

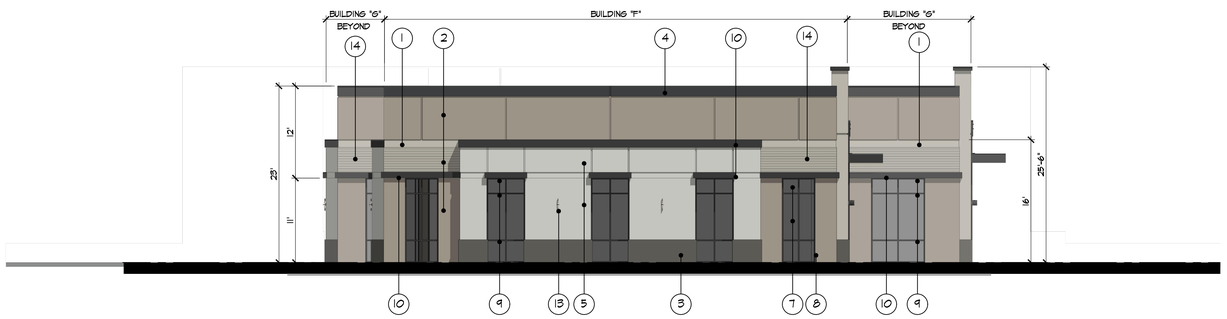
date: 01.20.2022
job number: 21-65.20

ap7

planning resub.: 03-04-2024 · planning resub.: 12-11-2023 · planning resub.: 9-07-2023 · planning resub.: 4-25-2023 · planning sub.: 8-02-2022

exterior materials & colors

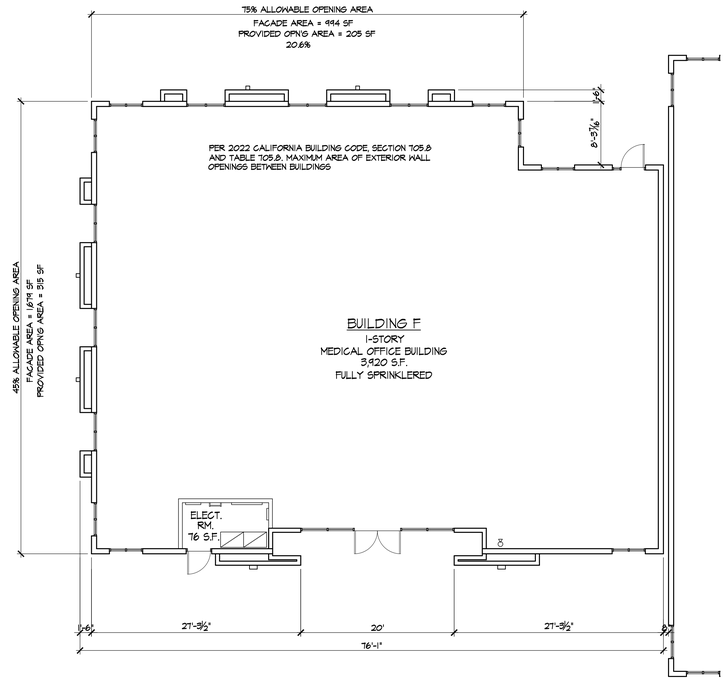
1. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DE6125 RECLAIMED WOOD
2. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DE6120 BARNWOOD GRAY
3. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DE6228 CHARCOAL SKETCH
4. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DE6350 DARK ENGINE
5. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DE6060 DOLPHIN TALES
6. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DE5046 TERRA ROSA
7. DUAL GLAZED LOW 'E' ENERGY EFFICIENT
   GREEN TINT GLAZING
8. SPANDREL GLASS
   WITH "OPACI-COAT- 300" COATING
   COLOR TO BE HARMONY SOLEX - #2-743
9. EXTRUDED ALUMINUM STOREFRONT SYSTEM,
   COLOR TO BE BLACK
10. PARAPET CAP, METAL AWNING, MISC. METALS
    COLOR TO MATCH DUNN EDWARDS DE6350 DARK ENGINE
11. PROPOSED TENANT SIGNAGE LOCATION.
    SIZE AND LOCATION PER THE CITIES SPECIFIC PLAN.
12. WALL SCONCE - VISA LIGHTING
    MODEL NO. OWL464 WRAP - 16" OUTDOOR
    COLOR: JET BLACK
13. WALL SCONCE - BROWNLEE LIGHTING
    MODEL NO. BEAM LED ADA #11117 - 18"
    COLOR: BLACK
14. METAL SALES (*metalsalesus.com*)
    WALL PANEL
    EMI-1653
    COLOR:ASH GREY (25)



west elevation

south elevation

north elevation



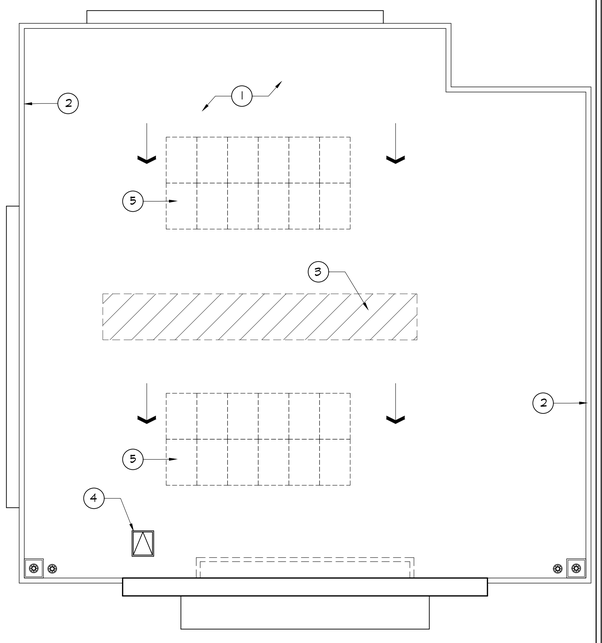
building 'f' floor plan

roof plan keynotes

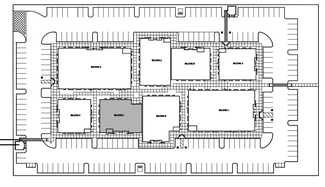
1. CLASS 'A' 60 MIL SARNAFIL G410 ENERGY SMART ROOF MEMBRANE; CAP SHEET COLOR TO BE WHITE OVER 1/2" GEORGIA-PACIFIC DENS DECK ROOF BOARD FRAMING AND SHEATHING PER STRUCTURAL
2. PARAPET WALL
3. AREA FOR ROOFTOP MECHANICAL UNITS ROOF SCREEN TO BE USED IF AND AS REQUIRED REFER TO DETAIL a/ap3
4. ROOF ACCESS HATCH
5. SOLAR READY ROOF AREA EQUAL TO 15% OF TOTAL ROOF AREA.

roof plan legend

R.D.	ROOF DRAIN SUMP DISCHARGED AT FACE OF CURB
O.D.	OVERFLOW DRAIN DISCHARGED AT FACE OF BUILDING
	GENERAL DIRECTION OF DRAINAGE 1/2" / FT. SLOPE
	AREA FOR ROOFTOP MECHANICAL UNITS. ALL ROOF MOUNTED EQUIPMENT SHALL BE COMPLETELY SCREENED FROM PUBLIC VIEW
T.O.P.	TOP OF PARAPET WALL
T.O.S.	TOP OF ROOF SHEATHING
XX'-X"	BUILDING COMPONENT ELEVATION FROM FINISHED FLOOR



building 'f' roof plan



KEY PLAN

pk:architecture

29619 agoura road
agoura hills : california : 91301

t: 818.584.0057 f: 866.800.1289

w: pkarchitecture.net

SOLAR PACIFIC INVESTORS
SOLAR DRIVE
OXNARD, CALIFORNIA

true north

building 'f' plans and elevations

scale: 1/8" = 1'-0"

date: 01.20.2022

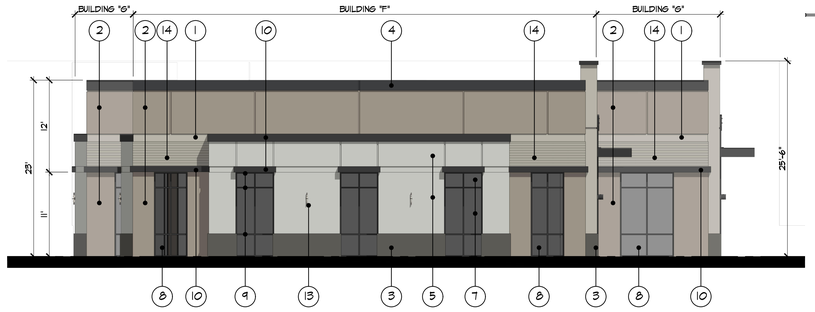
job number: 21-65.20

ap8

planning resub.:	planning resub.:	planning resub.:	planning resub.:	planning sub.:
03-04-2024	12-11-2023	9-07-2023	4-25-2023	8-02-2022

exterior materials & colors

1. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DET625 RECLAIMED WOOD
2. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DET620 BARNWOOD GRAY
3. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DET628 CHARCOAL SKETCH
4. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DE6350 DARK ENGINE
5. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DET600 DOLPHIN TALES
6. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DES096 TERRA ROSA
7. DUAL GLAZED LOW 'E' ENERGY EFFICIENT
   GREEN TINT GLAZING
8. SPANDREL GLASS
   WITH "OPAC-COAT- 300" COATING
   COLOR TO BE HARMONY SOLEX - #2-743
9. EXTRUDED ALUMINUM STOREFRONT SYSTEM,
   COLOR TO BE BLACK
10. PARAPET CAP, METAL AWNING, MISC. METALS
    COLOR TO MATCH DUNN EDWARDS DE6350 DARK ENGINE
11. PROPOSED TENANT SIGNAGE LOCATION.
    SIZE AND LOCATION PER THE CITIES SPECIFIC PLAN.
12. WALL SCONCE - VISA LIGHTING
    MODEL NO. OW4464 WRAP - 16" OUTDOOR
    COLOR: JET BLACK
13. WALL SCONCE - BROWNLEE LIGHTING
    MODEL NO. BEAM LED ADA #7177 - 18"
    COLOR: BLACK

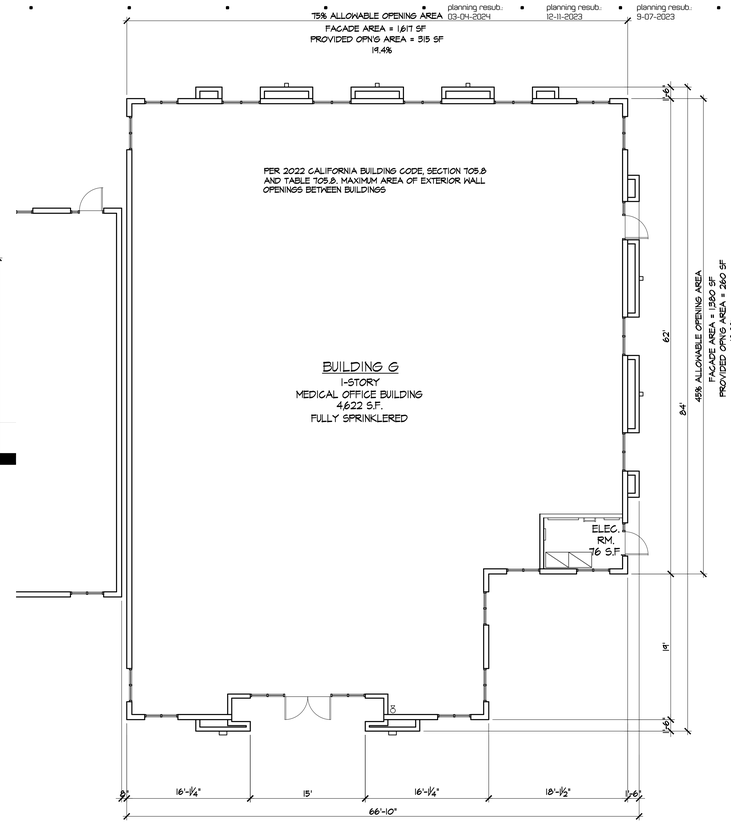


west elevation

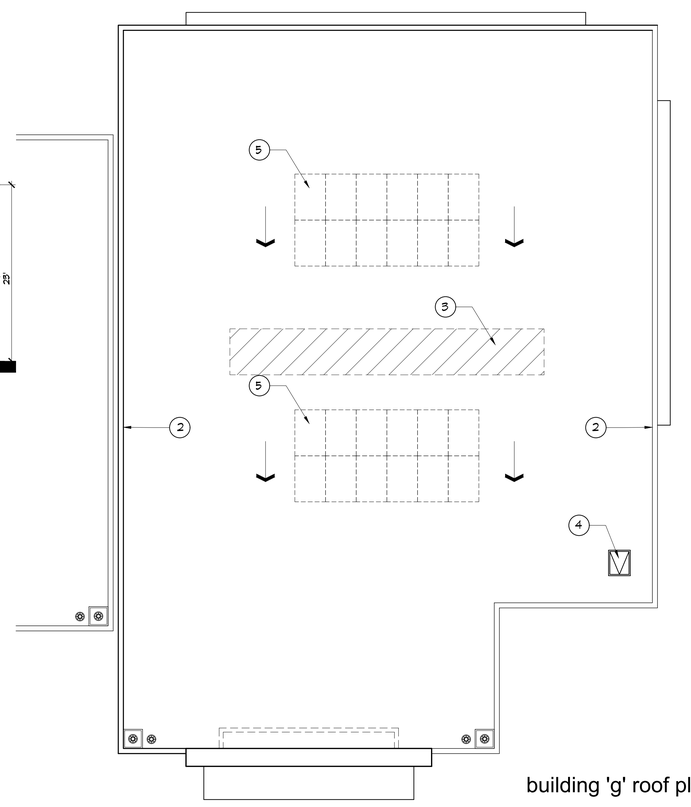
south elevation

east elevation

north elevation



building 'g' floor plan



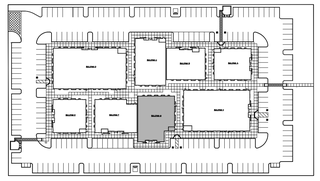
building 'g' roof plan

roof plan keynotes

1. CLASS 'A' 60 MIL SARNAFIL G410 ENERGY SMART ROOF MEMBRANE, CAP SHEET COLOR TO BE WHITE OVER 1/2" GEORGIA-PACIFIC DENS DECK ROOF BOARD FRAMING AND SHEATHING PER STRUCTURAL
2. PARAPET WALL
3. AREA FOR ROOFTOP MECHANICAL UNITS ROOF SCREEN TO BE USED IF AND AS REQUIRED REFER TO DETAIL a/ap3
4. ROOF ACCESS HATCH
5. SOLAR READY ROOF AREA EQUAL TO 15% OF TOTAL ROOF AREA.

roof plan legend

R.D.	ROOF DRAIN SUMP DISCHARGED AT FACE OF CURB
O.D.	OVERFLOW DRAIN DISCHARGED AT FACE OF BUILDING
	GENERAL DIRECTION OF DRAINAGE 1/2" / FT. SLOPE
	AREA FOR ROOFTOP MECHANICAL UNITS. ALL ROOF MOUNTED EQUIPMENT SHALL BE COMPLETELY SCREENED FROM PUBLIC VIEW
T.O.P.	TOP OF PARAPET WALL
T.O.S.	TOP OF ROOF SHEATHING
XX'-X"	BUILDING COMPONENT ELEVATION FROM FINISHED FLOOR



KEY PLAN

pk:architecture

29619 agoura road
agoura hills : california : 91301

t: 818.584.0057 f: 866.800.1289

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SOLAR PACIFIC INVESTORS
SOLAR DRIVE
OXNARD, CALIFORNIA

true north

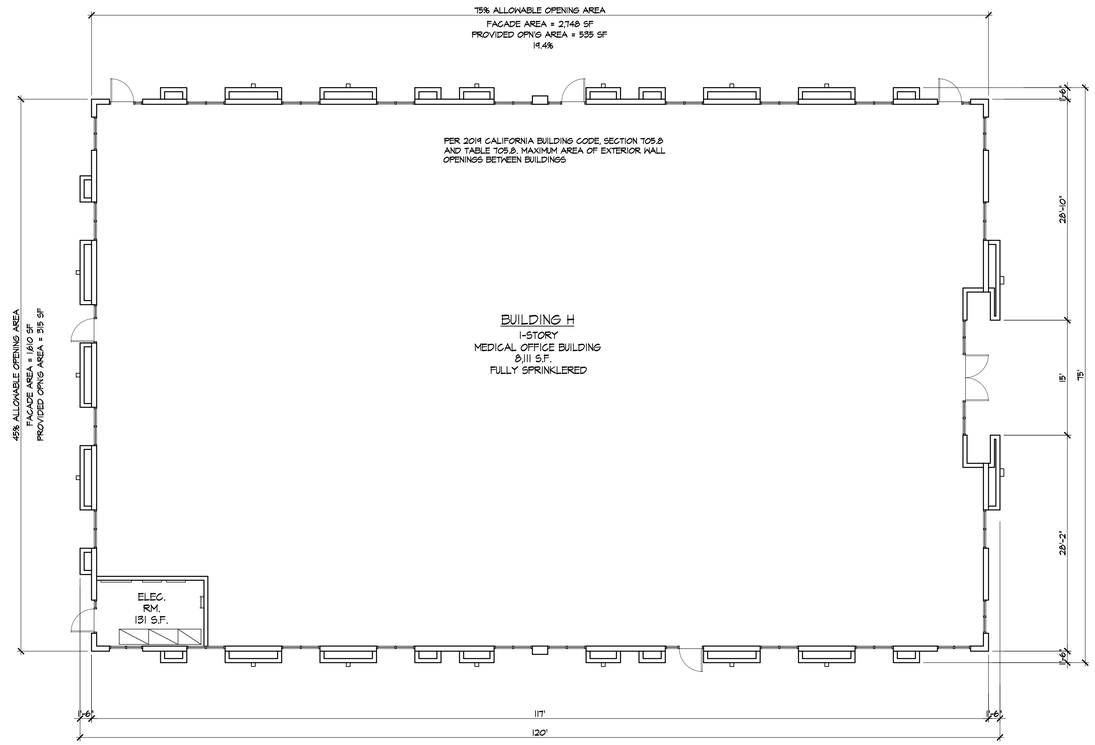
building 'g' plans and elevations

scale: 1/8" = 1'-0"

date: 01.20.2022
job number: 21-65.20

ap9

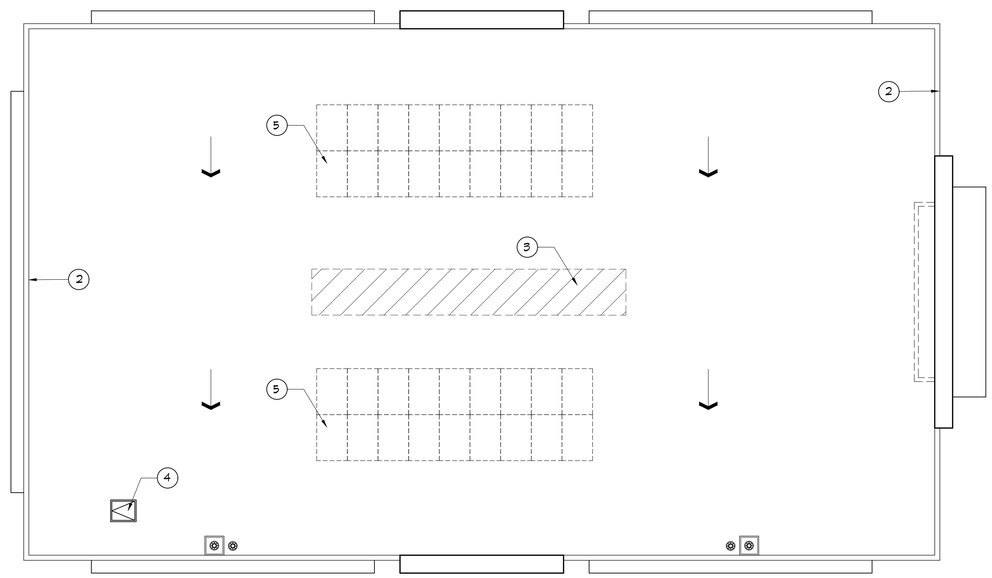
planning resub.: 03-04-2024 · planning resub.: 12-11-2023 · planning resub.: 9-07-2023 · planning resub.: 4-25-2023 · planning sub.: 8-02-2022



building 'h' floor plan

roof plan keynotes

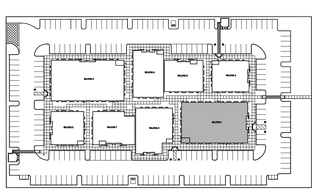
1. CLASS 'A' 60 MIL SARNAFIL G410 ENERGY SMART ROOF MEMBRANE; CAP SHEET COLOR TO BE WHITE OVER 1/2" GEORGIA-PACIFIC DENS DECK ROOF BOARD FRAMING AND SHEATHING PER STRUCTURAL
2. PARAPET WALL
3. AREA FOR ROOFTOP MECHANICAL UNITS ROOF SCREEN TO BE USED IF AND AS REQUIRED REFER TO DETAIL a/ap3
4. ROOF ACCESS HATCH
5. SOLAR READY ROOF AREA EQUAL TO 15% OF TOTAL ROOF AREA.



building 'h' roof plan

roof plan legend

R.D.	ROOF DRAIN SUMP DISCHARGED AT FACE OF CURB
O.D.	OVERFLOW DRAIN DISCHARGED AT FACE OF BUILDING
	GENERAL DIRECTION OF DRAINAGE 1/2" / FT. SLOPE
	AREA FOR ROOFTOP MECHANICAL UNITS, ALL ROOF MOUNTED EQUIPMENT SHALL BE COMPLETELY SCREENED FROM PUBLIC VIEW
T.O.P.	TOP OF PARAPET WALL
T.O.S.	TOP OF ROOF SHEATHING
XX'-X"	BUILDING COMPONENT ELEVATION FROM FINISHED FLOOR



KEY PLAN

pk:a
pk:architecture

29619 agoura road
agoura hills : california : 91301

t: 818.584.0057 f: 866.800.1289

w: pkarchitecture.net

SOLAR PACIFIC INVESTORS
SOLAR DRIVE
OXNARD, CALIFORNIA

true north

building 'h' plans

scale: 1/8" = 1'-0"

date: 01.20.2022

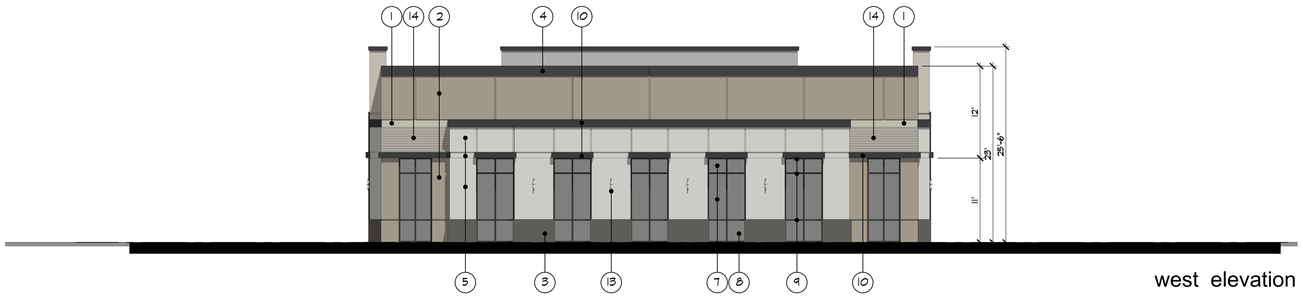
job number: 21-65.20

ap10

planning resub.: 03-04-2024 · planning resub.: 12-11-2023 · planning resub.: 9-07-2023 · planning resub.: 4-25-2023 · planning sub.: 8-02-2022

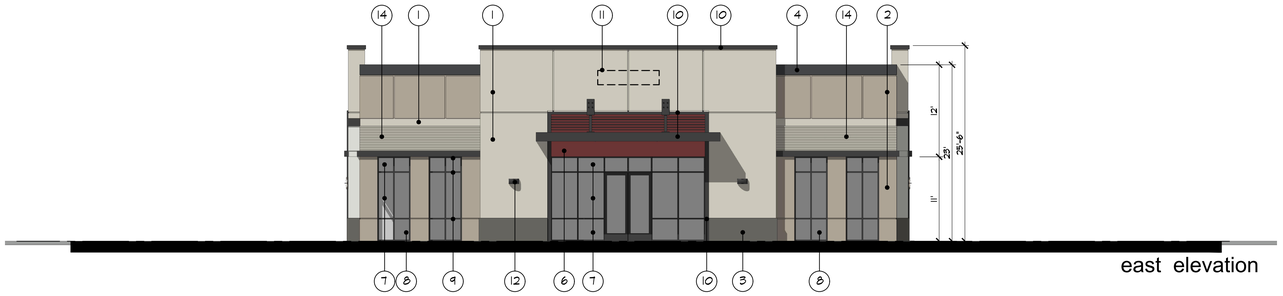
exterior materials & colors

1. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DET625 REGLAIMED WOOD
2. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DET620 BARNWOOD GRAY
3. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DET628 CHARCOAL SKETCH
4. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DE6350 DARK ENGINE
5. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DET600 DOLPHIN TALES
6. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
   HARD TROWEL FINISH WITH ELASTOMERIC PAINT
   TO MATCH DUNN EDWARDS DE5046 TERRA ROSA
7. DUAL GLAZED LOW 'E' ENERGY EFFICIENT
   GREEN TINT GLAZING
8. SPANDREL GLASS
   WITH "OPACI-COAT- 300" COATING
   COLOR TO BE HARMONY SOLEX - #2-T43
9. EXTRUDED ALUMINUM STOREFRONT SYSTEM,
   COLOR TO BE BLACK.
10. PARAPET CAP, METAL AWNING, MISC. METALS
    COLOR TO BE BLACK
11. PROPOSED TENANT SIGNAGE LOCATION.
    SIZE AND LOCATION PER THE CITIES SPECIFIC PLAN.
12. WALL SCONCE - VISA LIGHTING
    MODEL NO. ONI464 WRAP - 16" OUTDOOR
    COLOR: JET BLACK
13. WALL SCONCE - BROWNLEE LIGHTING
    MODEL NO. BEAM LED ADA #TITT - 18"
    COLOR: BLACK
14. METAL SALES *(metalsales.us.com)*
    WALL PANEL
    EMI-1653
    COLOR:ASH GREY (25)
15. SENTRY STUCCO WALL SYSTEM BY "SENERGY"
    HARD TROWEL FINISH WITH ELASTOMERIC PAINT
    TO MATCH DUNN EDWARDS DET605 DRIFTING DOWNSTREAM



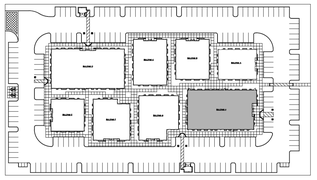
west elevation

south elevation



east elevation

north elevation



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pk:architecture

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SOLAR DRIVE
OXNARD, CALIFORNIA

lot 5
tract 4359

true north

building 'h'
elevations

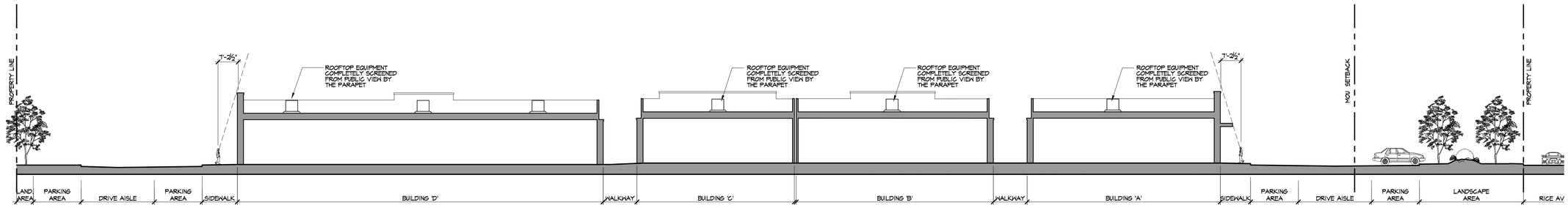
scale: 1/8" = 1'-0"

date: 01.20.2022

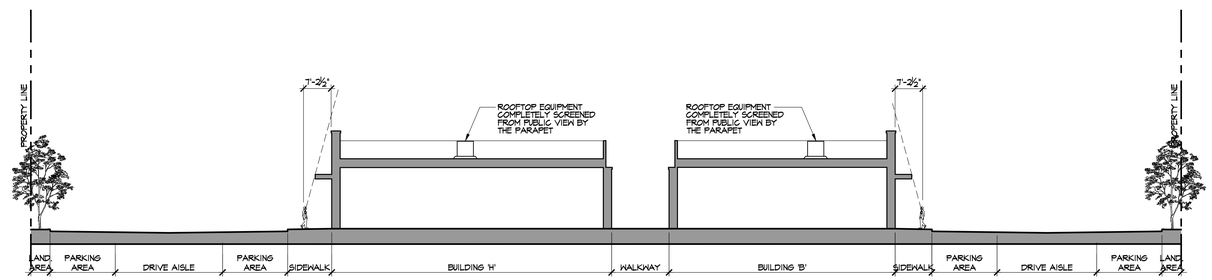
job number: 21-65.20

ap10.1

planning resub.: 03-04-2024 | planning resub.: 12-11-2023 | planning resub.: 9-07-2023 | planning resub.: 4-25-2023 | planning sub.: 8-02-2022



site section (A)



site section (B)

pk:a
pk:architecture

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SOLAR DRIVE
OXNARD, CALIFORNIA

line of sight study's

scale: 1/16" = 1'-0"

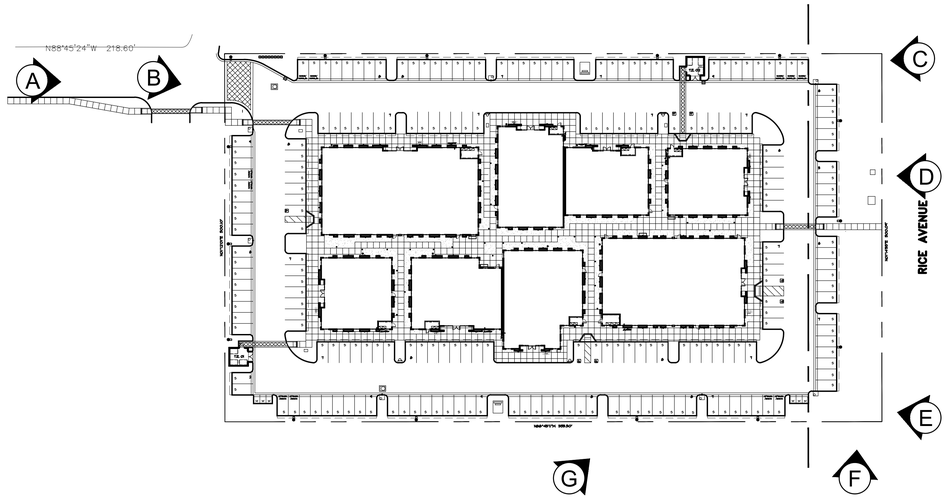
date: 01.20.2022

job number: 21-65.20

ap11

planning resub. 03-04-2024 · planning resub. 12-11-2023 · planning resub. 9-07-2023 · planning resub. 4-25-2023 · planning sub. 8-02-2022

B



KEY MAP

C

A

pk:a
pk:architecture

29619 agoura road
agoura hills : california : 91301

t: 818.584.0057 f: 866.800.1289

w: pkarchitecture.net

SOLAR PACIFIC INVESTORS
SOLAR DRIVE
OXNARD, CALIFORNIA

site photos

scale: n.t.s.

date: 01.20.2022
job number: 21-65.20

ap12

planning resub.: 03-04-2024 · planning resub.: 12-11-2023 · planning resub.: 9-07-2023 · planning resub.: 4-25-2023 · planning sub.: 8-02-2022

F

D

G

E

pk:a

pk:architecture

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agoura hills : california : 91301

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w: pkarchitecture.net

SOLAR PACIFIC INVESTORS

SOLAR DRIVE
OXNARD, CALIFORNIA

site photos

scale: n.t.s.

date: 01.20.2022

job number: 21-65.20

ap13

CITY OF OXNARD CALIFORNIA

COMMUNITY DEVELOPMENT DIRECTOR STAFF REPORT

TO: Planning Commission

FROM: Kaneca Pompey, Contract Planner

DATE: June 6, 2024

SUBJECT: **Project Name: Solar Pacific Professional Development;** Planning and Zoning Permit No. 23-500-05 (Special Use Permit) and 22-300-02 (Tentative Tract Map): Located at 1750 Solar Drive (APN: 213-0-070-055).

1) **Recommendation:** That the Planning Commission ("**Commission**"):
   a) Find the Project to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15332 (In-Fill Development), and
   b) Adopt Resolution 2024-XX recommending the City Council Approve Planning and Zoning Permit No. 23-300-02 (Tentative Tract Map 6078), subject to certain findings and conditions, and
   c) Adopt Resolution 2024-XX Approving Planning and Zoning Permit No. 23-500-05 (Special Use Permit), subject to certain findings and conditions.

2) **Project Description and Applicant:** A request to construct a medical office complex, consisting of eight single-story buildings. The eight-building development will total approximately 40,000 square feet with building areas ranging between 3,008 and 8,519 square feet. The project also includes the request for a tentative subdivision map proposed to subdivide the 3.69 acre site into nine parcels and permit the individual sale of the eight buildings that are proposed on separate lots within a commonly owned parcel (containing parking, driveways, landscaping and pedestrian pathways). The Project is located at 1750 Solar Drive (APN: 213-0-070-055) within the Business & Research Park (BRP) zone (Attachment A). For purposes of this staff report, the foregoing project description shall be referred to as the "**Project**". Filed Martin Teitelbaum, 29601 Agoura Road, Agoura Hills, CA 91301, designated agent (the "**Applicant**") on behalf of Solar Pacific Investors, 29601 Agoura Road, Agoura Hills, CA 91301, property owner.

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

3) **Existing & Surrounding Land Uses:** The Project site is currently improved with a surface parking lot. Office uses are located to the northwest and northeast of the site. The following table summarizes the land uses and zoning designation of the Project site and adjacent properties, which are also illustrated below in Exhibit A.

LOCATION	GENERAL PLAN	ZONING	EXISTING LAND USE
Project Site	Business Research Park (BRP)	Business & Research Park (BRP)	Surface parking lot
North	Business Research Park (BRP)	Business & Research Park (BRP)	Adult School
South	Industrial Limited (ILM)	Limited manufacturing (M-L)	Industrial building
East	Industrial Light (ILT)	Light manufacturing-Planned Development (M-1-PD)	Vacant/Undeveloped
West	Business Research Park (BRP)	Business & Research Park (BRP)	Industrial building

4) **Background Information:** The proposed development is within the Business and Research Park zone. Pursuant to Section 16-160 of the Oxnard City Code Code, the BRP zone allows industrial land uses, including but not limited to professional, administrative, and research, limited manufacturing uses along with limited commercial activities intended to support such uses.

The existing parking lot was approved on April 25, 1996, under PZ 96-5-14. The parking lot was approved to provide additional parking for the development to the north (1800 Solar Drive). This parking was not a part of the required parking for the development, and therefore the development of this property does not impact the compliance of the property to the north. Future development of that property will be required to provide any required parking onsite.

5) **Environmental Determination:**

In accordance with Section 15332 (In-Fill Development) of the California Environmental Quality Act (CEQA) Guidelines, projects characterized as in-fill development may be found to be exempt from the requirements of CEQA. The Project consists of the construction of an eight-building development totaling approximately 40,000 square feet with building areas ranging between 3,008 and 8,519 square feet. The project also includes the request for a tentative subdivision map proposed to subdivide the 3.69 acre site into nine parcels and permit the individual sale of the eight buildings that are proposed on separate lots within a commonly owned parcel. The Project site will be adequately served by all required utilities and public services. The Project site has no value as habitat for endangered, rare or

threatened species. Additionally, this Project will not result in any significant effects relating to traffic, noise, air quality, or water quality. The applicant provided a Traffic and Circulation Study which accesses site access, parking, circulation, and potential traffic impacts. As conditioned, the project will pose no significant impacts to traffic. Therefore, staff recommends the Planning Commission accept the Notice of Exemption (Attachment C) attached to the staff report.

6) Analysis:

a) ***General Discussion:*** The Applicant proposes the construction The eight-building development will total approximately 40,000 square feet with building areas ranging between 3,008 and 8,519 square feet. Additionally, the project also includes the request for tentative subdivision map proposed to subdivide the 3.69 acre site into nine parcels and permit the individual sale of the eight buildings that are proposed on separate lots within a commonly owned parcel. Access to the site will be provided via an existing private driveway off of Wankel Way.

The proposed subdivision of the property requires a Tentative Subdivision Map. In addition, pursuant to Oxnard City Code (OCC) Section 16-395, a Special Use Permit is required. The Tentative Subdivision Map would create the ability for each tenant space within the industrial buildings to be sold, while creating a lot and mechanism for maintenance of common areas.

The Planning Commission is the decision maker for Special Use Permits pursuant to OCC §16-536, and the Planning Commission makes a recommendation to the City Council to approve or disapprove a Map pursuant to OCC §15-40.

b) ***General Plan Consistency:*** The City's 2030 General Plan land use designation for the subject site is Business Research Park (BRP), which allows Professional, administrative, research, and limited manufacturing uses along with limited commercial activities intended to support such uses, integrated into campus-like environments that are oriented towards arterials, freeways, airports, and harbors, and developed to high property and development standards. The proposed Project will allow for these types of land uses to be established in the future. Approval of these SUPs have been determined to be consistent with the 2030 General Plan and the property's land use designation.

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

I. Direct Applicability to a Proposed Project or Program (full text of the policy and an explanation).

II. Related or Indirect Applicability to the Proposed Project or Program (policy title and an explanation for each or groups of related or indirectly related policies).

III. No or Distant Applicability to the Proposed Project or Program (all policies not listed as Level I and II are assumed to be consistent).

POLICY	LEVEL	POLICY OR TITLE	EXPLANATION
CD-1.2	II	In-fill development, priority to mixed use	The Project site is within a developed area of the City and qualifies as infill.
CD 9.2	I	Revitalization and Redevelopment	The development will improve an existing surface parking lot with a medical office complex with landscaped parking lot.
ER-10.1	I	Promote use of Native and Water Wise Plants and Water Supply Findings for Smaller Projects	The Project incorporates native and water wise plants and is conditioned to comply with City's Landscape and Water Conservation Standards (Ordinance No. 2822) and applicable water conservation requirements of the State of California.
	I	Police Department Review of Development Projects	The Project was reviewed by the Police Department and their recommendations are incorporated into the conditions of approval.
CD-5.2 SH-6.4	II	Compatible Land Use	With approval of the Special Use Permit, the proposed medical office complex is consistent with the allowable land uses and will be compatible with adjacent uses, and is not anticipated to generate nuisances.
CD-15.61	II	Share of regional taxable sales	The Project will provide new tenant spaces for businesses, which will generate retail tax sales revenue to the City.
CD-14.1 CD-14.2	II	Design review process Development Advisory Committee (DAC) functions	The Development Advisory Committee (DAC) review process led to changes in the Project and/or conditions of approval that meet these Level II policies.

CD-18.1 CD-18.5	II	Attract new businesses Increase the availability of land for new businesses	The Project will provide for more tenant options to businesses/companies to open a new business or relocate to the City.
All others	III	All policies not listed above	No or Distant Applicability to the Proposed Project.

c) ***Conformance with Development Standards:*** The proposed development is located in the Business and Research Park zone district. In accordance with Section 16-164 of the Oxnard City Code, compliance is met for all relevant development standards.

DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES ?
Building Envelope			
Lot Coverage	Max: 40%	26.7%	Yes
Building Height	35 FT	25.5	Yes
Front Setback	30 feet, 40 when abutting a thoroughfare; 30 feet when abutting designated scenic corridors, per CD-9.4 of the 2030 General Plan.	75 FT	Yes
Side Setback	Height of building (or as approved with SUP)	80 FT	Yes
Street Side Setback	Half of height of building	105 FT	Yes
Rear Setback	20 FT Minimum	75 FT	Yes
Other Requirements			
Landscape	15% of lot area = 24,110.7 Sq.Ft.	29,207 Sq.Ft. (18%)	Yes
Off-Street Parking Medical Office General Office	 1 space per 200 square feet of gross floor area = 168 spaces 1 space per 250 square feet of gross floor	195 spaces	Yes,

	area =23 spaces Total Required = 191 spaces		

d) ***Site Design, Circulation and Parking:*** The Project will be accessed from a private driveway off an existing street to the northwest of the property (Wankel Way). This ingress and egress will allow for access through 2 drive aisles.

In accordance with Oxnard City Code (OCC) Section 16-622, parking will be provided at a rate of one space per 250 square feet of gross floor area for general office use and one space per 200 square feet of gross floor area for medical office use. The project proposes 33,638 square feet of medical office use and 5,873 square feet of general office use, resulting in 191 square feet of required parking stalls. The project is providing 195 stalls, consisting of 186 standard stalls, 7 ADA stalls, and 2 ADA EV stalls. Additionally, the project proposes 6 motorcycle stalls, and bike racks.

f) ***Building Design:*** The proposed medical office complex buildings will feature a facade with contemporary stucco and dual glazed windows. In addition, metal awnings and sales will be utilized to break the monotony. Exterior lighting will be provided by Beam LED lights with bronze finishes to provide a contemporary façade cohesive to the exterior design of the building. All on site outdoor lighting will be installed to ensure lighting does not illuminate property outside of the project site. All signage will adhere to the proposed master sign program.

g) ***Landscaping:*** The Project will provide landscape areas throughout the site that will feature low water use, native and regionally adapted plants including grasses, succulents, and trees. Additionally, 50 trees will be added throughout the property, which will assist in meeting the requirement of 1 tree for every 40 feet of property line. Public right-of-way landscaping will also be installed. The current landscape fronting Rice Avenue is severely damaged. The applicant proposes to replant vegetation and replace dead trees with new trees in like value.

h) Signage: The proposed sign program for the center has been provided in Attachment C. The proposed sign program has been designed to comply with the Sign regulations of the Oxnard City Code. A new sign program is being requested due to the proposed industrial complex. The proposed sign program also outlines the type of signs and standards for all other building signs, freestanding signs, window graphics, and door graphics on site, which are consistent with the Oxnard City Code Section 16-608. All future businesses would be subject to these requirements. All sign permits requested for businesses at any of these eight businesses would be reviewed by planning staff for compliance with the sign program.

7) **Development Advisory Committee:** The Project was last reviewed by the Development Advisory Committee (DAC) on January 10, 2024. Conditions of approval from DAC are included in the attached resolution.

8) **Community Workshop and Public Input:** The Project is not located within a General Plan identified neighborhood; therefore, the Project was not presented during a Community Workshop. Consistent with public noticing requirements, this Planning Commission hearing was advertised in the newspaper, with an on-site posting, and by mail to property owners within 300 feet of the subject property. To date, Staff has not received any public comments regarding the proposed Project.

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

Attachments:

A. Maps (Vicinity, General Plan, Zoning)
B. Reduced Project Plans
C. Master Sign Program
D. Notice of Exemption
E. Draft Resolution of Approval - PZ 23-500-05 (Special Use Permit)
F. Draft Resolution of Approval PZ 22-300-02 (Tentative Tract Map 6078)
G. Presentation

RESOLUTION NO. 2024-15

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING APPROVAL TO THE CITY COUNCIL OF PLANNING AND ZONING PERMIT NO. 22-300-02 (TENTATIVE TRACT MAP NO. 6078) TO SUBDIVIDE AN EXISTING 3.69 ACRE PARCEL INTO 9 LOTS LOCATED AT 1750 SOLAR DRIVE (APN: 213-0-070-055), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY MARTIN TEITELBAUM ON BEHALF OF PROPERTY OWNER SOLAR PACIFIC INVESTORS, 29601 AGOURA ROAD, AGOURA HILLS, CALIFORNIA 91301

WHEREAS, on April 22, 2020, Martin Teitalbaum on behalf of Solar Pacific Investors (the **"Applicant"** and/or **"Permittee"**), submitted a request to subdivide a parcel into 9 parcels to permit the individual sale of the proposed eight building medical office complex on separate lots within a commonly owned parcel, concurrent with a Special Use Permit application (Planning and Zoning Permit No. 23-500-05) required by Oxnard Municipal Code Section 16-395, generally located at 1750 Solar Drive (APN: 213-0-070-055); and

WHEREAS, on June 6, 2024, the Planning Commission of the City of Oxnard ("Planning Commission") conducted a duly noticed public hearing to consider Applicant's request to approve Planning and Zoning Permit No. 22-300-02 (Tentative Subdivision Map) to subdivide a 3.69 acre property for condominium purposes into 9 lots located at 1750 Solar Drive (APN: 213-0-070-055) in accordance with Section 16-531 of the Oxnard City Code; and

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

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

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

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

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

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

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

WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a Class 32 Categorical Exemption (Section 153332). Further, the project does not trigger any of the Exceptions to the Exemptions (Section 15300.2) to defeat the Exemption:

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

The project site is located within the 2030 General Plan land use designation of Business Research Park (BRP) and within the Business and Research Park (BRP) zone. The Project is surrounded by commercial and industrial development. The project site and adjacent sites do not contain any known environmental resources of hazardous or critical concern. Therefore, the project will have no impact on an environmental resource of hazardous or critical concern.

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

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

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

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

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

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

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

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

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

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

WHEREAS, on June 6, 2024, the Planning Commission of the City of Oxnard ("Planning Commission") considered the Applicant's request to approve Planning and Zoning Permit No. 22-300-02 (Tentative Tract Map), in accordance with Chapter 15 "Subdivisions" of the Oxnard City Code.

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

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

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

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

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

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

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

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

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

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

The project site has a General Plan designation of Business Research Park (BRP) and a zoning designation of Business and Research Park (BRP) The project site is not located within a Specific Plan area. The project is consistent with the General Plan Designation, zoning designation and applicable policies and regulations. Therefore, the project **does not** meet this finding which means the Project can be supported.

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

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

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

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

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

The proposed subdivision and commercial buildings will be located on a 3.69-acre (160,738 square-feet) lot. The Zoning Code allows a maximum of 50% lot coverage. The development proposed under the Special Use Permit includes 42,992 square-feet of development, which represents approximately 26.7% lot coverage. The proposed facility is consistent with applicable City standards (see Staff Report). The Project has been designed to be consistent with the development and design standards included within the Zoning Code, including, but not limited to, maximum building height, front, side and rear setbacks, lot coverage, landscaping, parking standards, and equipment screening standards. The project site has direct access from Wankel Way driveway to the 195 space parking area. The parking area and the perimeter of the site include landscaping to screen the proposed development from the roadways. Thus, the site for the proposed medical office complex is physically suitable for the proposed density of the development. Therefore, the project **does not** meet this finding, which means the Project can be supported.

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

As described in the staff report, the design of the proposed land division and parcel improvements is not likely to cause substantial environmental damage or substantially and inavoidably injure fish or wildlife or their habitat because it is located within a developed urban area of the City that contains no environmentally sensitive habitat and/or species. The project has been found to be exempt from CEQA pursuant to Section 15332.

Therefore, the **project does** not meet this finding which means the Project can be supported.

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

Pursuant to the 2030 General Plan land use designation of Business and Research Park (BRP) the proposed use of the project site as a commercial development with associated site improvements is an allowed use. The surrounding uses are characterized by business research park, light industrial, and limited manufacturing. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the local Building, Fire, and Traffic Codes. The proposed development will be consistent with the existing light industrial development adjacent to the project site. The proposed commercial development will be screened from the roadway by landscaping along Rice Avenue. Therefore, the proposed use and improvements will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare. Therefore, this project **does not** meet this finding, which means the Project can be supported.

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

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

SECTION 8. The Planning Commission recommends that the City Council, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment and is categorically exempt from CEQA pursuant to Article 19, Section 15332 (Class 32) of the State CEQA Guidelines. This section pertains to projects under five-acres, meeting certain conditions as described in the findings contained within this resolution.

SECTION 9. This Resolution shall not become effective unless and until the Oxnard Planning Commission approves the associated Special Use Permit (PZ No. 23-500-05). If the Planning Commission fails to approve the Special Use Permit, then this Resolution shall become null and void and be of no further force and effect.

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

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

CONDITIONS OF APPROVAL FOR TENTATIVE TRACT MAP NO. 6078 (PLANNING AND ZONING PERMIT NO. 22-300-02)

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

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

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).

2. This permit is granted for the plans dated June 6, 2024, ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager ("Planning Manager") or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification

shall be required for substantial changes or increases in such items. (PL, *G-2*)

3. By commencing any activity related to the Project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, *G-5*)

4. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, *G-7*)

5. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, *G-8*)

6. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code. (PL/B, *G-9*)

7. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, *G-14*)

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

PLANNING DIVISION CONDITIONS

9. This permit is granted subject to the approval of a Special Use Permit (PZ 23-500-05) for the project property. (PL)

10. All conditions of Special Use Permit No. 23-500-05 shall apply to this permit.

11. Prior to recordation of the Final Map, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, *PL-16*).

12. Developer shall provide utility meters, mailboxes and address directories, placed in decorative cabinets and clustered for efficient access for residents and service persons. Developer shall coordinate placement and design of such items accordingly, with the Planning Division Manager, the appropriate utility service provider and the United States Postal Service, prior to issuance of building permits. (PL, *PL-19*)

13. Developer shall establish a property owners association and the association shall be responsible for the maintenance of parking, landscape, recreation, and other interior areas held in common by the association and for the enforcement of Conditions Covenants & Restrictions related to property maintenance. (PL/DS, *PL-33*)

14. The property owner and/or property owners' association shall be responsible for creating and implementing a Parking Management Plan which shall consist of designating which tenant will use which parking space in order to assure that vehicle spaces correspond with on-site uses. The Parking Management Plan shall be submitted to the Planning Division for review and approval prior to the issuance of the first Certificate of Occupancy.

ENVIRONMENTAL RESOURCES CONDITIONS

15. Property owner and/or property owners' association shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Developer shall arrange for self-hauling. Regardless of hauling methods, all materials collected must be conveyed to the Del Norte Regional Recycling and Transfer Station.

16. Covenants, conditions and restrictions ("CC&Rs") shall be developed for the project necessitate that the homeowner's association or property management make provisions to divert a minimum of 50% while striving for 75% diversion of waste material generated at this location in perpetuity. This can be achieved by subscribing to the City's residential curbside or mandatory commercial recycling services and through annual tenant education that may include source reduction, recycling, reuse, and organics collection requirements.

DEVELOPMENT SERVICES DIVISION CONDITIONS

17. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)

18. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code. Developer shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)

19. Developer agrees, as a condition of approval of this resolution, to indemnify, defend and hold harmless, at Developer's expense, City and its agents, officers and employees from and against any claim, action or proceeding commenced within the time period provided for the Government Code Section 66499.37, to attack, review, set aside, void or annul the approval of this resolution or to determine the reasonableness, legality or validity of any condition attached thereto. City shall promptly notify Developer f any such claim, action

or proceeding of which City receives notice, and City will cooperate fully with Developer in the defense thereof. Developer shall reimburse City for any court costs and attorney's fees that City may be required to pay as a result of any such claim, action or proceeding. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve Developer of the obligations of this condition Developer's acceptance of this resolution or commencement of construction or operations under this resolution shall be deemed to be acceptance of all conditions thereof. (DS18)

20. Developer shall provide all necessary easements for streets, highways, alleys, sidewalks, parkways, landscaping, utilities, drainage facilities, or other improvements as required by City. If such easements cannot be obtained from the property owner by negotiation, City may acquire them at the expense of Developer by exercise of the power of eminent domain. Developer shall bear all costs of eminent domain proceedings, including appraisal, acquisition, attorney's fees, and court costs. Before City issues a site improvement permit, Developer shall dedicate all required easements to City. (DS-19)

21. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)

22. Prior to approval of the final map or parcel map, Developer shall provide the City Engineer with written evidence form the Ventura County Clerk's Office that Developer has executed and filed with the Clerk al certificates, statements and securities required by Government Code Sections 66492 and 66493. (DS-26)

23. Developer shall dedicate ot the City all water rights for the project property by title sheet dedication on the final map or parcel map. (DS-39).

24. Prior to release of the final map or parcel map for recordation, Developer shall provide the City Engineer with a 100-scale base map for addressing purposes. The map shall be drawn on 18-inch by 24-inch mylar and shall show the standard address map title block, north arrow, street names, tract number, phase boundary and lot numbers. The City will assign any new addresses. (DS-56)

25. Prior to release of the map or parcel map for recordation, Developer shall post security satisfactory to the City Attorney guaranteeing that all survey monuments will be set as required by the Government Code and the City Code. (DS-57)

DEVELOPMENT SERVICES SPECIAL CONDITIONS

26. Developer shall process the site improvement plans for Planning and Zoning Permit 23-500-05 associated with this map concurrent with the final map . The final map shall be processed for recordation concurrent with the approval of the PZ 23-500-05 site improvement plans. (DS)

27. Developer shall review the City of Oxnard Assessment District No. 2001-1 for the Rice Avenue/Highway 101 Interchange recorded against the property. Prior to the recordation of the final map, Developer shall determine if the project is still subject to the assessment and pay its fair share of financial responsibility towards the Rice Avenue/Highway 101 Interchange improvements. (DS)

28. The final map shall be prepared to comply with the restrictions specified in the Memorandum of Understanding between the State of California, the County of Ventura, and the City of Oxnard regarding the future conversion of Rice Avenue to a State Highway by offering a 60-foot setback, measured from the edge of the existing 120-foot right-of-way. (DS)

29. Developer shall show on the final map the dedication to the City of Oxnard, the 15-foot domestic waterline easement per the proposed improvement plans of PZ 23-500-05. In addition, Developer shall also show the dedication on the final map for a 26-foot wide public access easement over the drive-aisle to the City of Oxnard on behalf of all public agencies providing public services and safety. (DS)

30. The final map shall indicate the vacation of existing easements determined by the City Engineer to no longer be necessary. Developer shall verify if the existing vehicular access to the project's northern boundary to 1800 Solar Drive (APN: 213-0-070-045) has an easement or agreement. Developer is responsible for coordinating with the neighboring property owner to quitclaim the agreement and carry out all the necessary improvements to close out the access, meeting City standards and requirements prior to map recordation. (DS)

31. Developer shall provide a separate exhibit for the City Engineer to review showing all the easements, covenants, and agreements affecting the project site. The exhibit shall clearly identify the existing easements, covenants, agreements to remain, and those needing to be vacated and quitclaimed. (DS)

32. All proposed improvements over existing private and public easements are subject to review and approval by the City Engineer. (DS)

33. If easement vacations are to be processed separately from the final map, Developer shall be responsible for all costs associated with the vacation, including, but not limited to, fees associated with the hearing(s), easement vacation document preparation, and review by the City. (DS)

34. Unless already dedicated by a prior recorded map, the final map shall dedicate all water rights to the City of Oxnard. Developer shall demonstrate to the satisfaction of the City Engineer that the water proposed water demands for the Tract map associated improvements with the Planning and Zoning Permit 23-500-05 are within the appropriate ranges for the land use designation per the latest City-published reports and/or guidelines. (DS)

35. Prior to the approval of the final map, Developer shall provide a draft copy of the reciprocal access, parking, drainage, and maintenance agreement or Declaration of Covenants, Conditions, and Restrictions (CC&Rs) for the drainage, sewer, stormwater, access, and shared parking between all of the proposed lots on the Tract. The agreement or CC&Rs shall clearly outline the responsible parties, funding, and maintenance requirements of all shared facilities. The agreement or CC&Rs shall clearly indicate the maintenance of the shared utilities is jointly and severally the responsibility of all property owners subject to the agreement or CC&Rs. (DS)

TRAFFIC DIVISION SPECIAL CONDITIONS

36. Unless already dedicated by a prior recorded map, the final map shall dedicate all vehicle access rights to the City of Oxnard along Rice Avenue. (TR)

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 6th day of June 2024.

Ronald Arruejo, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on the 6th day of June 2024, and carried by the following vote:

AYES: Commissioner(s): Arruejo, Stewart, Connelly, Zielsdorf, Nash, Schuelke

NOES: Commissioner(s):

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):

RECUSED: Commissioner(s): Lopez

Joe Pearson II, Secretary

NOTICE OF EXEMPTION (NOE)

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

From: City of Oxnard
Community Development Department
214 South C Street
Oxnard, CA 93030

To: Ventura County Clerk-Recorder &
Registrar of Voters
Hall of Administration, Main Plaza
800 South Victoria Avenue,
Ventura, CA 93009-1260

Project Title: Solar Pacific Professional Development

Project Applicant: Martin Teitelbaum, 29601 Agoura Road, Agoura Hills, CA 91301, designated agent on behalf of Solar Pacific Investors, 29601 Agoura Road, Agoura Hills, CA 91301, property owner.

Project Location - Specific: 1750 Solar Drive, Oxnard, CA, Ventura County (APN: 213-0-070-055)

Description of Nature, Purpose an Beneficiaries of Project: A request to construct an eight single-story medical office complex. The eight-building development will total 42,816 square feet with building areas ranging between 3,008 and 8,519 square feet. The project also includes the request for a tentative subdivision map proposed to subdivide the 3.69 acre site into nine parcels and permit the individual sale of the eight buildings that are proposed on separate lots within a commonly owned parcel. The beneficiaries are the Project owner Solar Pacific Investors

Name of Public Agency Approving Project (Lead Agency): City of Oxnard

Name of Person or Agency Carrying Out Project (Applicant): Martin Teitelbaum, 29601 Agoura Road, Agoura Hills, CA 91301, designated agent on behalf of Solar Pacific Investors

Exempt Status: (check one):

Ministerial (Sec. 21080(b)(1); 15268);
Declared Emergency (Sec. 21080(b)(3); 15269(a));
Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
Categorical Exemption. State type and section number: 15332
Statutory Exemptions. State code number: _____

Reason(s) why project is exempt: In accordance with Section 15332 (In-Fill Development) of the California Environmental Quality Act (CEQA) Guidelines, projects characterized as in-fill development may be found to be exempt from the requirements of CEQA. The Project consists of the construction A request to construct an eight single-story medical office complex. The eight-building development will

total 42,816 square feet with building areas ranging between 3,008 and 8,519 square feet. The project also includes the request for a tentative subdivision map proposed to subdivide the 3.69 acre site into nine parcels and permit the individual sale of the eight buildings that are proposed on separate lots within a commonly owned parcel. The Project site will be adequately served by all required utilities and public services. The Project site has no value as habitat for endangered, rare or threatened species. Additionally, this Project will not result in any significant effects relating to traffic, noise, air quality, or water quality. No Exceptions to the Exemptions (Section 15300.2) apply to defeat the Exemption.

Lead Agency Contact Person: Joe Pearson II, AICP, Planning and Environmental Services Manager, 805-385-8272

_____ _____

Joe Pearson II, AICP
Planning and Environmental Services Manager
City of Oxnard

Date

Note: Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 22-300-02 (TENTATIVE TRACT MAP NO. 6078) TO SUBDIVIDE AN EXISTING 3.69 ACRE PARCEL INTO 9 LOTS FOR LOCATED AT 1750 SOLAR DRIVE (APN: 213-0-070-055), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY MARTIN TEITELBAUM ON BEHALF OF PROPERTY OWNER SOLAR PACIFIC INVESTORS, 29601 AGOURA ROAD, AGOURA HILLS, CALIFORNIA 91301.

WHEREAS, SOLAR PACIFIC INVESTORS, owns a 3.69 acre parcel located at 1750 Solar Drive (APN: 213-0-070-055); and

WHEREAS, on April 22, 2020, Martin Teitalbaum on behalf of Solar Pacific Investors (the **"Applicant"** and/or **"Permittee"**), submitted a request to subdivide a parcel into 9 parcels to permit the individual sale of the proposed eight building medical office complex on separate lots within a commonly owned parcel, concurrent with a Special Use Permit application (Planning and Zoning Permit No. 23-500-05) required by Oxnard City Code Section 16-395, generally located at 1750 Solar Drive (APN: 213-0-070-055); and

WHEREAS, on June 6, 2024, the Planning Commission of the City of Oxnard ("Planning Commission") conducted a duly noticed public hearing and considered the Applicant's request to approve Planning and Zoning Permit No. 22-300-02 (Tentative Subdivision Map) to subdivide a 3.69 acre property into 9 lots located at 1750 Solar Drive (APN: 213-0-070-055) in accordance with Section 16-531 of the Oxnard City Code; and

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

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

WHEREAS, Planning Commission of the City of Oxnard has considered an application for Planning and Zoning Permit No. 23-500-05 (Special Use Permit); and

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

WHEREAS, on July 16, 2024, the City Council conducted a duly noticed public hearing to consider Applicant's request to approve Planning and Zoning Permit No. 22-300-02 (Tentative Map), reviewed the request, and carefully reviewed the Planning Commission's Resolution No. 2023-38, recommending approval of the Tentative Subdivision Map, subject to certain findings and conditions; and

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

WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a Class 32 Categorical Exemption (Section 15332). Further, the project does not trigger any of the Exceptions to the Exemptions (Section 15300.2) to defeat the Exemption:

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

The project site has a General Plan land use designation of Business Research Park (BRP) and a zoning designation of Business and Research Park (BRP). The project is surrounded by commercial and industrial development. The project site and adjacent sites do not contain any known environmental resource of hazardous or critical concern. Therefore, the project will have no impact on an environmental resource of hazardous or critical concern.

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

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

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

The proposed medical office complex and subdivision will not result in an unusual circumstance that would cause the project to have a significant effect on the environment. The project will not alter the industrial character of the surrounding development and the property does not contain any unusual environmental characteristics as the property is generally surrounded on all sides

by industrial development. Therefore, the project will not have a significant effect on the environment due to unusual circumstances.

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

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

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

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

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

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

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

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

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

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

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

As described in great detail in the Planning Commission Staff Report, (Sections 6(b) and 6(c), the project is consistent with the General Plan and zoning. The project site has a General Plan designation of Business Research Park (BRP) and a zoning designation of Business and Research Park(BRP). The project site is not located within a Specific Plan area. The project is consistent with the General Plan Designation, zoning designation and applicable policies and regulations. Therefore, the project **does not** meet this finding which means the Project can be supported.

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

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

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

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

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

The site is physically suitable for the proposed density of the development. The proposed subdivision and industrial buildings will be located on a 3.69-acre lot. The Zoning Code allows a maximum of 40% lot coverage. The development proposed under the Special Use Permit includes approximately 40,000 square-feet of development, which represents approximately 26.7% lot coverage. The proposed facility is consistent with applicable City standards (see Staff Report). The Project has been designed to be consistent with the development and design standards included within the Zoning Code, including, but not limited to, maximum building height, front, side and rear setbacks, lot coverage, landscaping, parking standards, and equipment screening standards. The project site has direct access from Wanklel via a private driveway to the 195 space parking area. The parking area and the perimeter of the site include landscaping to screen the proposed development from the roadways. Thus, the site for the proposed industrial facility is physically suitable for the proposed density of the development. Therefore, the project **does not** meet this finding, which means the Project can be supported.

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

The design of the proposed land division and parcel improvements is not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat because it is located within a developed urban area of the City that contains no environmentally sensitive habitat and/or species. The project has been found to be exempt from CEQA pursuant to Section 15332, which applies to in-fill development prjoects. Therefore, the **project does** not meet this finding which means the Project can be supported.

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

Pursuant to the 2030 General Plan land use designation of Business Research Park (BRP), the proposed use of the project site as an industrial development with associated site improvements is an allowed use. The surrounding uses are characterized by business research park, light industrial, and limited industrial. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the local Building, Fire, and Traffic Codes. The proposed development will be consistent with the existing light industrial development adjacent to the project site. The proposed industrial development will be screened from the roadway by landscaping along Rice Avenue. Therefore, the proposed use and improvements will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare. Therefore, this project **does not** meet this finding, which means the Project can be supported.

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

The design of the proposed land division and parcel improvements will not conflict with easements, acquired by the public-at-large, for access through or use of property within the subdivision because, as conditioned, no buildings would be located in the area of the existing public utilities easements, all blanket easements or other easement that are no longer needed by the City shall be abandoned, and there is no need for new or additional easement(s) for the public-at-large. The City Council of the City of Oxnard finds that the proposed division of land complies with requirements established by the Subdivision Map

Act and this chapter, including but not limited to requirements as to area, improvement and design, floodwater drainage control, appropriate improved public roads, sanitary disposal facilities, water supply availability, and environmental protection. Therefore, this project **does not** meet this finding which means the Project can be supported.

SECTION 2. The City Council, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment and is categorically exempt from CEQA pursuant to Article 19, Section 15332 (Class 32) of the State CEQA Guidelines. This section pertains to projects characterized as infill development, meeting certain conditions as described in the findings contained within this resolution. The project will not result in any significant effects relating to traffic, noise, or air quality. The City Council has determined that there is no substantial evidence that the project will have a significant effect on the environment and no Exceptions to the Exemptions (Section 15300.2) apply to defeat the Exemption. The Planning & Environment Services Manager is herby authorized to file a Notice of Exemption with the Ventura County Clerk pursuant to Section 15602 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption of this Resolution.

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

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

CONDITIONS OF APPROVAL FOR TENTATIVE TRACT MAP NO. 6078 (PLANNING AND ZONING PERMIT NO. 22-300-02)

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

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

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).

2. This permit is granted for the plans approved July 16, 2024, ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager ("Planning Manager") or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, *G-2*)

3. By commencing any activity related to the Project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, *G-5*)

4. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall

prevail. (CA, *G-7*)

5. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, *G-8*)

6. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code. (PL/B, *G-9*)

7. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, *G-14*)

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

PLANNING DIVISION CONDITIONS

9. This permit is granted subject to the approval of a Special Use Permit (PZ 23-500-05) for the project property. (PL)

10. All conditions of Special Use Permit No. 23-500-05 shall apply to this permit.

11. Prior to recordation of the Final Map, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, *PL-16*).

12. Developer shall provide utility meters, mailboxes and address directories, placed in decorative cabinets and clustered for efficient access for residents and service persons. Developer shall coordinate placement and design of such items accordingly, with the Planning Division Manager, the appropriate utility service provider and the United States Postal Service, prior to issuance of building permits. (PL, *PL-19)*

13. Developer shall establish a property owners association and the association shall be responsible for the maintenance of parking, landscape, recreation and other interior areas held in common by the association and for the enforcement of Conditions Covenants & Restrictions related to property maintenance. (PL/DS, *PL-33*)

14. The property owner and/or property owners' association shall be responsible for creating and implementing a Parking Management Plan which shall consist of designating which tenant will use which parking space in order to assure that vehicle spaces correspond with on-site uses. The Parking Management Plan shall be submitted to the Planning Division for review and approval prior to the issuance of the first Certificate of Occupancy.

ENVIRONMENTAL RESOURCES CONDITIONS

15. Property owner and/or property owners' association shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Developer shall arrange for self-hauling. Regardless of hauling methods, all materials collected must be conveyed to the Del Norte Regional Recycling and Transfer Station.

16. Covenants, conditions and restrictions ("CC&Rs") shall be developed for the project necessitate that the homeowner's association or property management make provisions to divert a minimum of 50% while striving for 75% diversion of waste material generated at this location in perpetuity. This can be achieved by subscribing to the City's residential curbside or mandatory commercial recycling services and through annual tenant education that may include source reduction, recycling, reuse, and organics collection requirements.

DEVELOPMENT SERVICES DIVISION CONDITIONS

17. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)

18. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code. Developer shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)

19. Developer agrees, as a condition of approval of this resolution, to indemnify, defend and hold harmless, at Developer's expense, City and its agents, officers and employees from and against any claim, action or proceeding commenced within the time period provided for the Government Code Section 66499.37, to attack, review, set aside, void or annul the approval of this resolution or to determine the reasonableness, legality or validity of any condition attached thereto. City shall promptly notify Developer f any such claim, action or proceeding of which City receives notice, and City will cooperate fully with Developer in the defense thereof. Developer shall reimburse City for any court costs and attorney's fees that City may be required to pay as a result of any such claim, action or proceeding. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve Developer of the obligations of this condition Developer's acceptance of this resolution or commencement of construction or operations under this resolution shall be deemed to be acceptance of all conditions thereof. (DS18)

20. Developer shall provide all necessary easements for streets, highways, alleys, sidewalks, parkways, landscaping, utilities, drainage facilities, or other improvements as required by City. If such easements cannot be obtained from the property owner by negotiation, City

may acquire them at the expense of Developer by exercise of the power of eminent domain. Developer shall bear all costs of eminent domain proceedings, including appraisal, acquisition, attorney's fees, and court costs. Before City issues a site improvement permit, Developer shall dedicate all required easements to City. (DS-19)

21. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)

22. Prior to approval of the final map or parcel map, Developer shall provide the City Engineer with written evidence form the Ventura County Clerk's Office that Developer has executed and filed with the Clerk al certificates, statements and securities required by Government Code Sections 66492 and 66493. (DS-26)

23. Developer shall dedicate ot the City all water rights for the project property by title sheet dedication on the final map or parcel map. (DS-39).

24. Prior to release of the final map or parcel map for recordation, Developer shall provide the City Engineer with a 100-scale base map for addressing purposes. The map shall be drawn on 18-inch by 24-inch mylar and shall show the standard address map title block, north arrow, street names, tract number, phase boundary and lot numbers. The City will assign any new addresses. (DS-56)

25. Prior to release of the map or parcel map for recordation, Developer shall post security satisfactory to the City Attorney guaranteeing that all survey monuments will be set as required by the Government Code and the City Code. (DS-57)

DEVELOPMENT SERVICES SPECIAL CONDITIONS

26. Developer shall process the site improvement plans for Planning and Zoning Permit 23-500-05 associated with this map concurrent with the final map . The final map shall be processed for recordation concurrent with the approval of the PZ 23-500-05 site improvement plans. (DS)

27. Developer shall review the City of Oxnard Assessment District No. 2001-1 for the Rice Avenue/Highway 101 Interchange recorded against the property. Prior to the recordation of the final map, Developer shall determine if the project is still subject to the assessment and pay its fair share of financial responsibility towards the Rice Avenue/Highway 101 Interchange improvements. (DS)

28. The final map shall be prepared to comply with the restrictions specified in the Memorandum of Understanding between the State of California, the County of Ventura, and the City of Oxnard regarding the future conversion of Rice Avenue to a State Highway by offering a 60-foot setback, measured from the edge of the existing 120-foot right-of-way. (DS)

29. Developer shall show on the final map the dedication to the City of Oxnard, the 15-foot domestic waterline easement per the proposed improvement plans of PZ 23-500-05. In addition, Developer shall also show the dedication on the final map for a 26-foot wide public access easement over the drive-aisle to the City of Oxnard on behalf of all public agencies providing public services and safety. (DS)

30. The final map shall indicate the vacation of existing easements determined by the City Engineer to no longer be necessary. Developer shall verify if the existing vehicular access to the project's northern boundary to 1800 Solar Drive (APN: 213-0-070-045) has an easement or agreement. Developer is responsible for coordinating with the neighboring property owner to quitclaim the agreement and carry out all the necessary improvements to close out the access, meeting City standards and requirements prior to map recordation. (DS)

31. Developer shall provide a separate exhibit for the City Engineer to review showing all the easements, covenants, and agreements affecting the project site. The exhibit shall clearly identify the existing easements, covenants, agreements to remain, and those needing to be vacated and quitclaimed. (DS)

32. All proposed improvements over existing private and public easements are subject to review and approval by the City Engineer. (DS)

33. If easement vacations are to be processed separately from the final map, Developer shall be responsible for all costs associated with the vacation, including, but not limited to, fees associated with the hearing(s), easement vacation document preparation, and review by the City. (DS)

34. Unless already dedicated by a prior recorded map, the final map shall dedicate all water rights to the City of Oxnard. Developer shall demonstrate to the satisfaction of the City Engineer that the water proposed water demands for the Tract map associated improvements with the Planning and Zoning Permit 23-500-05 are within the appropriate ranges for the land use designation per the latest City-published reports and/or guidelines. (DS)

35. Prior to the approval of the final map, Developer shall provide a draft copy of the reciprocal access, parking, drainage, and maintenance agreement or Declaration of Covenants, Conditions, and Restrictions (CC&Rs) for the drainage, sewer, stormwater, access, and shared parking between all of the proposed lots on the Tract. The agreement or CC&Rs shall clearly outline the responsible parties, funding, and maintenance requirements of all shared facilities. The agreement or CC&Rs shall clearly indicate the maintenance of the shared utilities is jointly and severally the responsibility of all property owners subject to the agreement or CC&Rs. (DS)

TRAFFIC DIVISION SPECIAL CONDITIONS

36. Unless already dedicated by a prior recorded map, the final map shall dedicate all vehicle access rights to the City of Oxnard along Rice Avenue. (TR)

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Oxnard, State of California, held on the 16th day of July, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

Solar Pacific Professional Development

Planning & Zoning Permit No. 22-300-02 (Tentative Tract Map)

Located at 1750 Solar Drive

Filed by Martin Teitelbaum on behalf of
Solar Pacific Investors,
Applicant

Kaneca Pompey, Contract Planner
Joe Pearson II, Planning Manager

City Council
July 16, 2024

CITY OF OXNARD CALIFORNIA

Project Description

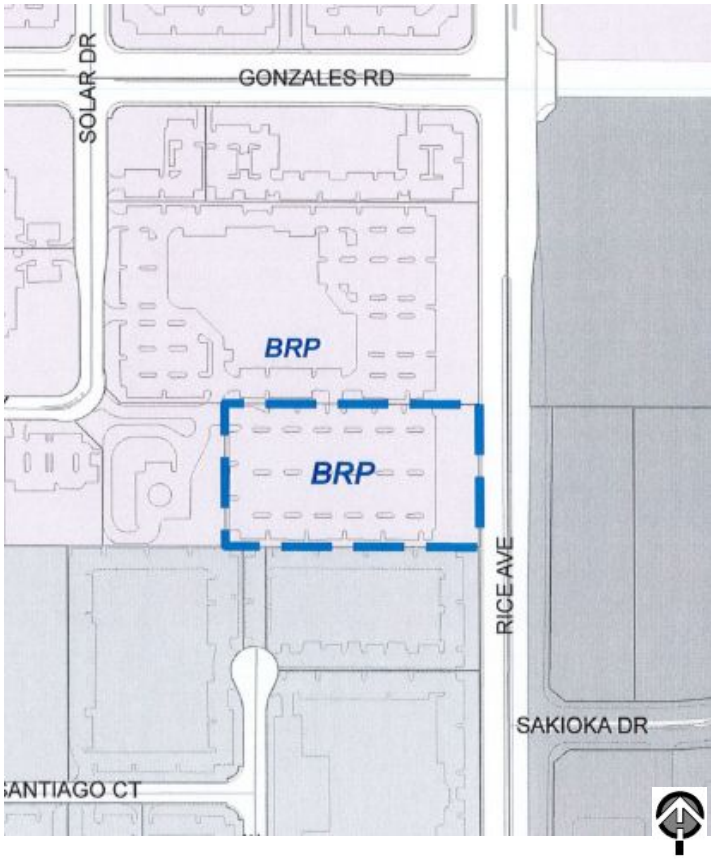
- Request for the following actions:
  - PZ 22-300-02 (Tentative Tract Map)
    - To allow the Subdivision of a 3.69 acre lot for a new medical office complex.
    - Tract Map would create eight (8) individual lots and one (1) common area lot.
    - Subdivision would allow the individual sale of the proposed eight buildings within a commonly owned parcel (containing parking, driveways, landscaping and pedestrian pathways).
  - Special Use Permit is required for the construction of the new medical office complex and was approved by the Planning Commission under Planning and Zoning Permit No. PZ 23-500-05.

Project Location

- Subject site: 1750 Solar Dr.
- East of Rice Avenue between Gonzales Road and Latigo Avenue.
- Currently developed as a surface parking lot.

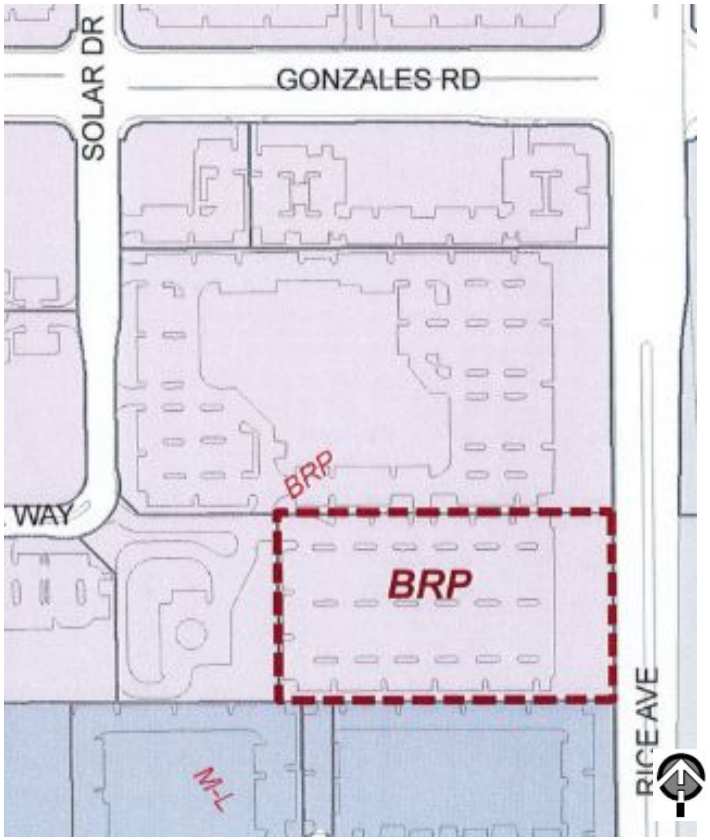
General Plan & Zoning Maps

General Plan Land Use



Business Research Park (BRP)

Zoning Designation



Business Research Park (BRP)

Surrounding Uses

Subject Site: 1750 Solar Drive

Surrounding Uses:

LOCATION	GENERAL PLAN	ZONING	EXISTING LAND USE
Project Site	Business Research Park (BRP)	Business & Research Park (BRP)	Surface parking lot
North	Business Research Park (BRP)	Business & Research Park (BRP)	Adult School
South	Industrial Limited (ILM)	Limited manufacturing (M-L)	Industrial building
East	Industrial Light (ILT)	Light manufacturing-Planned Development (M-1-PD)	Vacant/Undeveloped
West	Business Research Park (BRP)	Business & Research Park (BRP)	Industrial building

Rendering

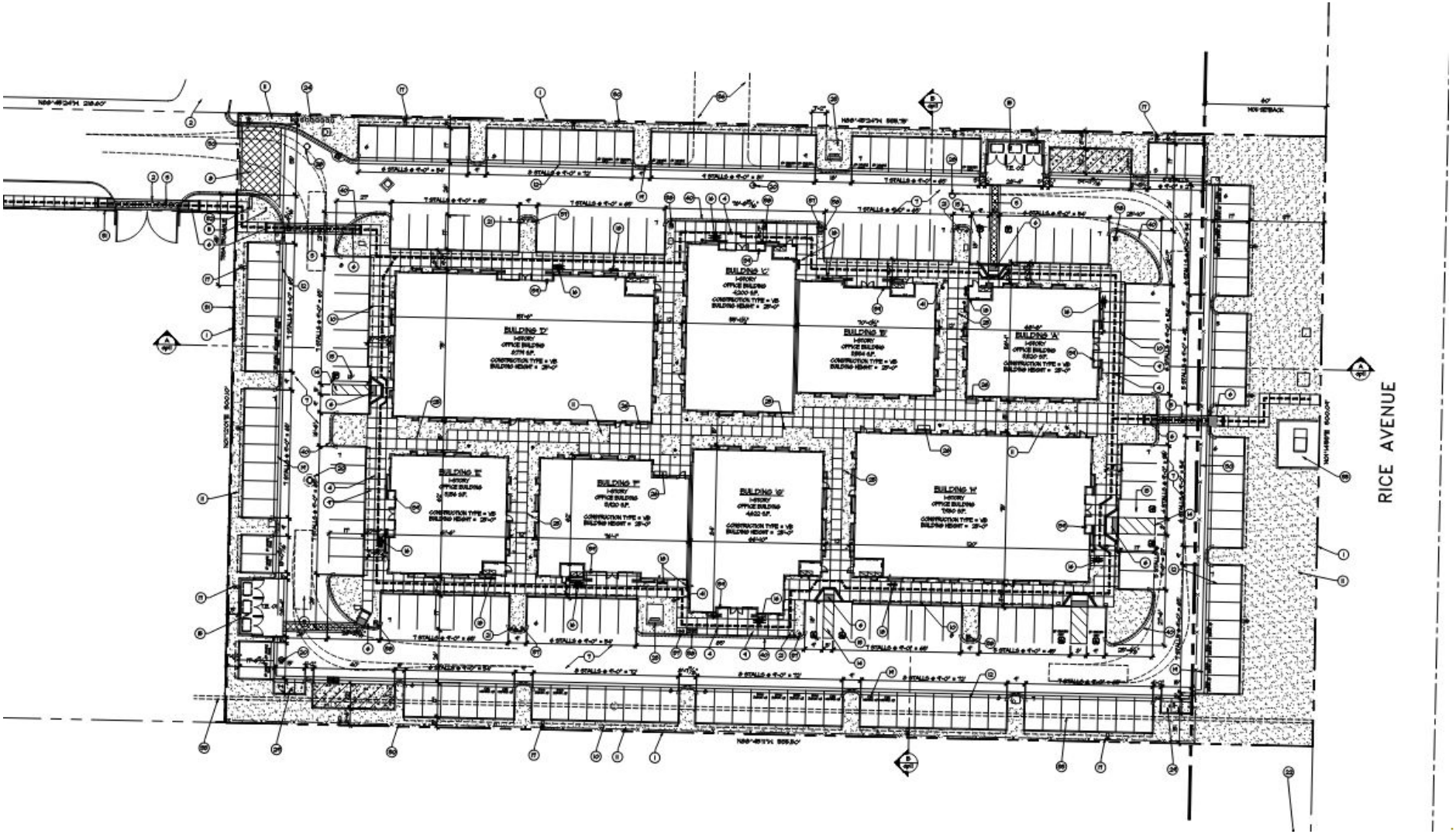
Planning Commission Background

- June 6, 2024 Planning Commission considered the project.

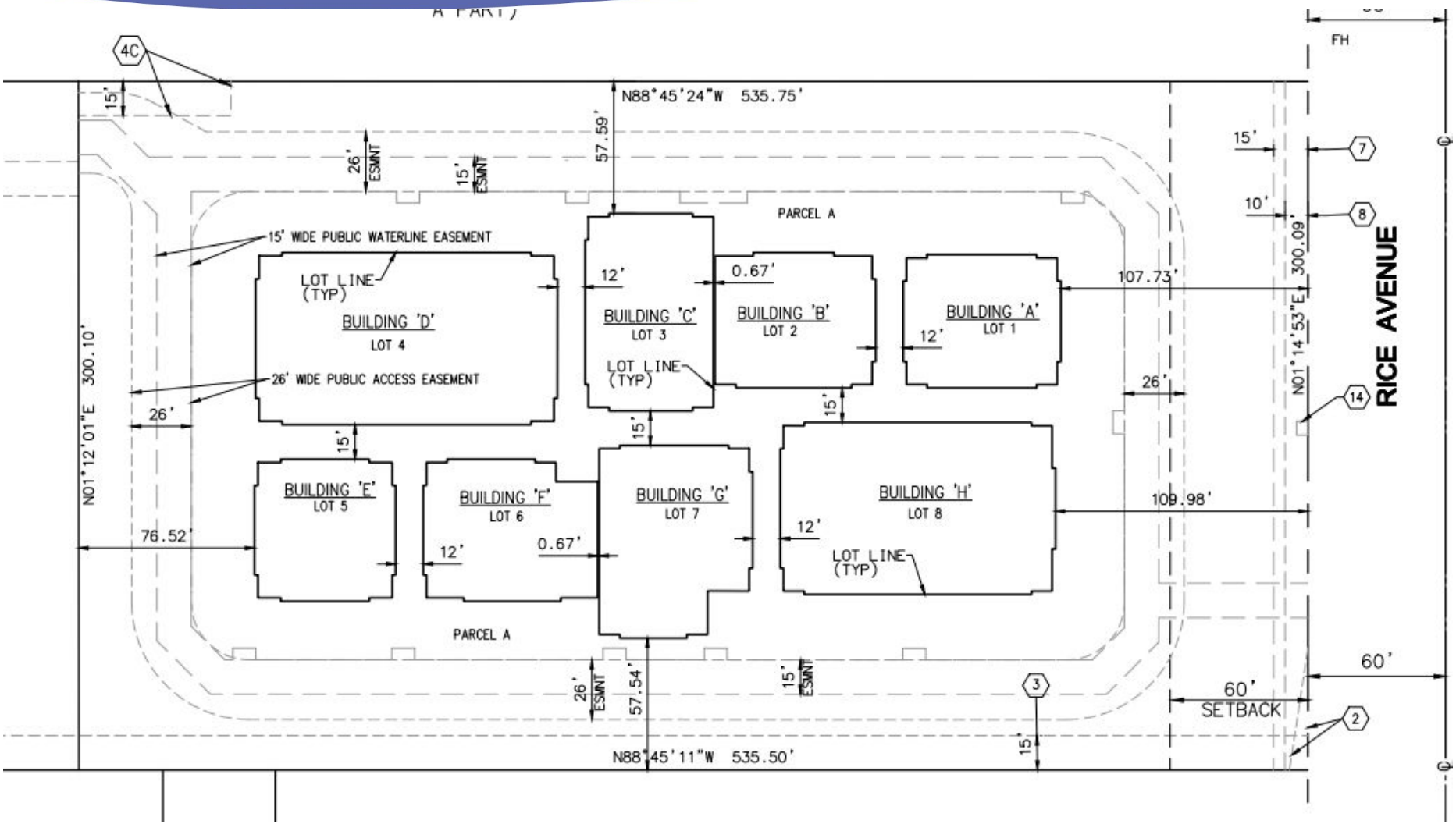
- Planning Commission granted a Special Use Permit for new medical office complex. The SUP allows:
  - A medical office complex, consisting of eight single-story buildings ranging between 3,008 and 8,519 square feet on a 3.69-acre site.
  - 195 parking spaces.
  - Trash enclosures and landscaping.

- PC recommended the City Council approve the Tentative Subdivision Map to subdivide the lot for new medical office complex.

Site Plan



Tentative Tract Map



Site Photograph

View from Rice Ave

Environmental Review

- In accordance with Section 15332 (Infill Development) of the California Environmental Quality Act (CEQA) Guidelines, projects characterized as in-fill development may be found to be exempt from the requirements of CEQA. The project includes:
  a. The development of an industrial site.
  b. The overall proposed development site is located on a 3.69-acre site, which is surrounded by urban uses.
  c. The Project site will be adequately served by all required utilities and public services.
  d. The Project site has no value as habitat for endangered, rare or threatened species.
  e. The Project will not result in any significant effects relating to traffic, noise, air quality or water quality.
  f. The sign program would provide standards for the creation of the on-site signage associated with the development.

- No substantial evidence the project will have a significant effect on environment.
- A Notice of Exemption will be filed.

Key Conditions of Approval

- Condition #9:
  Granted subject to approval of Special Use Permit.

- Condition #13
  Property owners association (POA) to maintain common area.

- Condition #14:
  POA to implement a Parking Plan.

- Condition #16
  Developer shall provide Covenants, Conditions and Restrictions to City.

Public Comments

- Notice of this City Council hearing was provided via:
  - Newspaper;
  - On-site posting; and
  - Mailed to property owners within 300 feet.

- To date, staff has not received public comments regarding the project.

Staff Recommendation

That the City Council:

a) Conduct a public hearing;
b) Find the project to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15332 (In-fill Development); and,
c) Adopt a resolution approving Planning and Zoning Permit No. 22-300-02 for a Tentative Subdivision Map (Tentative Tract Map No. 6078), subject to certain findings and conditions.

End of Presentation

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.1

DATE: July 16, 2024

TO: City Council

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

SUBJECT: Introduction of Omnibus City Code Update. (10 minutes)

RECOMMENDATION

That the City Council introduce and waive further reading of an ordinance titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING VARIOUS SECTIONS OF THE OXNARD CITY CODE TO REGULATE ELECTION SIGNS, MODIFY SUBDIVISION MAP ACT SIGNATURE REQUIREMENTS, AMEND SHORT TERM RENTAL NOTICE REQUIREMENTS, AND STRENGTHEN RENT STABILIZATION AND JUST CAUSE EVICTION REGULATIONS

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/7mX8v71CAcc

BACKGROUND

The Oxnard City Code ("OCC") needs to be reviewed and amended periodically to address changes in state law, correct clerical errors, and establish or strengthen regulations. In 2023, the City Council adopted an omnibus ordinance which:

1. Updated the names of the City Council committees;
2. Clarified that commissioners of the City's CAGs are appointed by the Mayor with the approval of the City Council;
3. Changed references from Rosenberg's Rules of Order to Robert's Rules of Order;
4. Updated the OCC to include changes in City employee titles (Chief Assistant City Attorney, Chief Financial Officer);
5. Updated gender-neutral language;
6. Modified the number of days for which the City Council must reconsider a local emergency from 30 days to 60 days;
7. Updated state law references; and
8. Modified chapter titles.

As noted to the City Council last year, the City Attorney's Office intends to update the OCC as needed periodically. This year's proposed omnibus ordinance:

1. Establishes regulations regarding the placement of election signs on public property and in the public right of way, adding these regulations to the nuisance chapter of the OCC, Chapter 7;
2. Specifies that an application for a final map or parcel map processed under the Subdivision Map Act must be signed by the county Clerk and the City Clerk.
3. Removes the requirement that the planning division include directions to view a copy of a nuisance response plan when providing short-term rental permit notice to property owners within a 300-foot radius of an STR applicant's property; and
4. Strengthens the City's Rent Stabilization and Just Cause Eviction regulations by:
   a. eliminating the existing provision stating that an owner may terminate a tenancy on a no-fault basis if the tenant refuses to execute a tenancy with new terms;

b. strengthening OCC 27-3(J) by clarifying that a person is an employee for the purposes of the existing regulations only if that person entered occupancy of the unit in the first place as an employee;
c. strengthening OCC 27-4(A) by clarifying that the termination notice must: I. identify the person who is the owner or relative intending to move in and II. state where that person currently resides;
d. strengthening OCC 27-21 by harmonizing the OCC with Costa-Hawkins, stating that an owner does not have the right to establish a tenancy's initial rent if the previous tenancy was terminated by notice pursuant to Civil Code Section 1946.1 (no-fault termination); and
e. clarifying that the City Manager may promulgate administrative procedures to address ordinance violations.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Jason Zaragoza, Deputy City Attorney

ATTACHMENTS

1. Clean_Omnibus City Code Update Ordinance_ July 2024
2. Redline_Omnibus City Code Update Ordinance_ July 2024
3. Omnibus City Code Update City Council Presentation_ July 2024

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING VARIOUS SECTIONS OF THE OXNARD CITY CODE TO REGULATE ELECTION SIGNS, MODIFY SUBDIVISION MAP ACT SIGNATURE REQUIREMENTS, AMEND SHORT TERM RENTAL NOTICE REQUIREMENTS, AND STRENGTHEN RENT STABILIZATION AND JUST CAUSE EVICTION REGULATIONS

WHEREAS, the Oxnard City Code ("OCC") needs to be reviewed and amended periodically to address changes in state law, correct clerical errors, and establish or strengthen regulations; and

WHEREAS, the proposed sign regulations in this ordinance are intended to minimize the possible adverse effects of signs on public property and in the public right of way; and

WHEREAS, without the proposed sign regulations, signage placed on public property or in the public right of way can endanger the public, distract drivers, create confusion and foster a negative image of the City on the part of the public; and

WHEREAS, the City Council desires to enhance the City's current sign regulations; and

WHEREAS, the City Council desires to modify the City's Rent Stabilization and Just Cause Eviction to comply with updates to State law; and

WHEREAS, the City Council desires to expedite the process to approve maps pursuant to the requirements of the Subdivision Map Act, and remove specified notice requirements for short term rental permit applicants.

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

Part 1. Article XXVI is hereby added to Chapter 7 of the Oxnard City Code to read as follows:

"ARTICLE XXVI. ELECTION SIGNS

SEC. 7-360 DEFINITIONS

ELECTION SIGN – A sign where text or images are limited to noncommercial speech pertaining to global, national, state, or local candidates or issues or other protected political expression, including, but not limited to, a sign pertaining to an election for public office or to a ballot measure to be placed before the voters in a federal, state or local election. This includes signs permanently or temporarily supported by a structure, including, but not limited to, one or more uprights, braces, poles, bicycle or other similar structural components when utilizing earth,

rock, the ground, or any foundation set in the ground as a primary holding base or set upon the ground as a free standing structure.

SEC. 7-361 ELECTION SIGNS ON PUBLIC PROPERTY

Election signs are not permitted on public property or in the public right-of-way, as defined in city code section 7-112(D). Election signs placed on public property or in the public right of way will be removed pursuant to this article.

SEC. 7-362 REMOVAL AND RETRIEVAL OF ELECTION SIGNS

(A) Election signs placed on public property or in the public right of way will be removed by the city. The city is not required to notify the owner before removing the election sign.

(B) After removing the election sign, the city shall attempt to notify the owner of the removed election sign, if such information can be ascertained, to inform the owner on how to retrieve the election sign.

(C) Any election sign removed by the city may be considered abandoned if it is not retrieved within ninety (90) days after the date of such removal, and may be disposed of in accordance with state law.

SEC. 7-363 APPEALS

A person may request an informal appeal by the city manager or designee to determine whether or not the location of the election sign violates the city code."

Part 2. Section 15-51(A)(1) of the Oxnard City Code is hereby amended to read as follows:

"(A) An application for a final map or parcel map shall not be deemed complete until the following items have been submitted to the city:

(1) All the certificates required by the Subdivision Map Act, completed and signed, and where necessary acknowledged, excepting those signatures required of the county clerk, and the city clerk"

Part 3. Section 16-668.2 of the Oxnard City Code is hereby amended to read as follows:

"The planning division shall provide a mailed notice of permit issuance, and of each permit renewal, to the owner of the subject property and the owners of all real property situated within a radius of 300 feet of the exterior boundaries of the assessor's parcel(s) which is the subject of the application."

Part 4. Section 27-3(E) of the Oxnard City Code is hereby amended to read as follows:

"(E) The tenant has refused to execute an extension of a written lease. This ground for termination of a tenancy applies only if:

(1) The Owner requests or demands that the tenant execute a written extension of a written lease previously entered into between the Tenant and the Owner; and

(2) The owner makes that request within 30 days before or after the termination of that lease; and

(3) The written extension of the lease is for a similar duration as the previous written lease and includes substantially identical terms and conditions. The addition of a provision allowing the Owner to terminate the lease to allow for the occupancy of the Owner, or the Owner's spouse, domestic partner, child, grandchild, parent, or grandparent constitutes a similar lease provision for the purposes of this subdivision (E)."

Part 5. Section 27-3(J) of the Oxnard City Code is hereby amended to read as follows:

"(J) The employee, agent, or licensee's failure to vacate after their termination as an employee, agent, or a licensee as described in paragraph (1) of Section 1161 of the California Code of Civil Procedure. This ground for termination does not apply if the occupant's employment or status as agent or licensee began while the occupant was a tenant."

Part 6. Section 27-4(A) of the Oxnard City Code is hereby amended to read as follows:

"(A) The intent to occupy the residential real property by the Owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents for a minimum 24 months, commencing within 90 days of the termination of tenancy.

(1) For leases entered into on or after the effective date of this article, this subsection shall apply only if:

(a) the tenant agrees, in writing, to the termination; or

(b) if a provision of the lease allows the owner to terminate the lease because the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents unilaterally decides to occupy the residential real property for a period of at least 24 months, commencing within 90 days of the termination of tenancy.

(2) Within 10 days of serving a tenant with a notice of termination under this subdivision (A), the owner must submit a sworn affidavit to the city, including the following:

(a) a statement that the owner or the owner's spouse, intends in good faith to occupy the unit as to which the tenancy is to be terminated and to reside in that unit as their principal place of residence for a minimum of 24 months, commencing within 90 days of the tenancy of the termination.

(b) the name, and the relationship to the owner, of the person for whose occupancy in the unit the tenancy is being terminated.

(c) the address of the owner or owner's spouse's domestic partner's, child's, grandchild's, parent's, or grandparent's principal place of residence as of the date when the tenant was served the notice of termination."

Part 7. Section 27-9(B)(4) of the Oxnard City Code is hereby amended to read as follows:

"(B) *Notice of termination of tenancy*. When terminating a tenancy either at-fault or no-fault, an owner must comply with all of the following:

(4) The owner has submitted to the city, within five days after service of the notice of termination on the tenant, a true and accurate copy of the owner's written notice of termination, and proof of such service, signed under penalty of perjury by the person who effected such service, on the tenant. The owner shall maintain proof of service to the city as evidence that the owner has complied with this section."

Part 8. Section 27-21 of the Oxnard City Code is hereby amended to read as follows:

"(A) Increases in rent on residential real property in the City of Oxnard in excess of 4%, and more than one rent increase in any 12 month period, are prohibited, unless expressly exempt under the Costa-Hawkins Rental Housing Act codified in Cal. Civil Code, Section 1954.50 et seq.

(B) Under the Costa-Hawkins Rental Housing Act, an owner is entitled to establish the initial rental rate for new tenancies, unless the previous tenancy was terminated by a notice pursuant to Civil Code Section 1946.1 or has been terminated upon a change in the terms of the tenancy noticed pursuant to Section 827, except a change permitted by law in the amount of rent or fees. Therefore, an owner who terminates a tenancy for a no-fault reason under this Chapter by a notice pursuant to Civil Code Section 1946.1 or has been terminated upon a change in the terms of the tenancy noticed pursuant to Section 827, except a change permitted by law in the amount of rent or fees may charge the subsequent tenant no more than the amount of rent that the owner could lawfully charge for the previous, terminate, tenancy plus any intervening 4% annual adjustments."

Part 9. Section 27-10(A) of the Oxnard City Code is hereby amended to read as follows:

"(A) The city manager may adopt administrative procedures and regulations to implement the provisions of this ordinance. Any regulation intended to clarify the meaning of any provision of this ordinance, or to add substantive (as opposed to merely procedural) details necessary to its implementation, shall not become effective unless approved by resolution of the City Council. If approved by the City Council, the regulation shall be published in an appropriate location, along with any other regulations implementing this ordinance, on the City's website. Any presentation to the City Council pursuant to this subdivision (A) shall include:

(1) a succinct statement of why the regulation is necessary or desirable;
(2) a succinct statement of what the regulation would do;
(3) a succinct statement of how the proposed regulation is consistent with the intent of the ordinance provision to which it relations; and
(4) the complete text of the proposed regulation."

Part 10. Section 27-28.1 of the Oxnard City Code is hereby added to read as follows:

"(A) The city manager may adopt administrative procedures and regulations to implement the provisions of this ordinance. Any regulation intended to clarify the meaning of any provision of this ordinance, or to add substantive (as opposed to merely procedural) details necessary to its implementation, shall not become effective unless approved by resolution of the City Council. If approved by the City Council, the regulation shall be published in an appropriate location, along with any other regulations implementing this ordinance, on the City's website. Any presentation to the City Council pursuant to this subdivision (A) shall include:

(1) a succinct statement of why the regulation is necessary or desirable;

(2) a succinct statement of what the regulation would do;

(3) a succinct statement of how the proposed regulation is consistent with the intent of the ordinance provision to which it relations; and

(4) the complete text of the proposed regulation."

Part 11. Severability. If any section, subsection, sentence, clause, phrase, part or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one of more section, subsections, sentences, clauses, phrases, parts or portions be declared invalid or unconstitutional.

Part 12. Pursuant to Cal. Gov. Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

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Part 13. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance No. _____ was first read on _____, 2024, and finally adopted on _____, 2024, to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING VARIOUS SECTIONS OF THE OXNARD CITY CODE TO REGULATE ELECTION SIGNS, MODIFY SUBDIVISION MAP ACT SIGNATURE REQUIREMENTS, AMEND SHORT TERM RENTAL NOTICE REQUIREMENTS, AND STRENGTHEN RENT STABILIZATION AND JUST CAUSE EVICTION REGULATIONS

WHEREAS, the Oxnard City Code ("OCC") needs to be reviewed and amended periodically to address changes in state law, correct clerical errors, and establish or strengthen regulations; and

WHEREAS, the proposed sign regulations in this ordinance are intended to minimize the possible adverse effects of signs on public property and in the public right of way; and

WHEREAS, without the proposed sign regulations, signage placed on public property or in the public right of way can endanger the public, distract drivers, create confusion and foster a negative image of the City on the part of the public; and

WHEREAS, the City Council desires to enhance the City's current sign regulations; and

WHEREAS, the City Council desires to modify the City's Rent Stabilization and Just Cause Eviction to comply with updates to State law; and

WHEREAS, the City Council desires to expedite the process to approve maps pursuant to the requirements of the Subdivision Map Act, and remove specified notice requirements for short term rental permit applicants.

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

Part 1. Article XXVI is hereby added to Chapter 7 of the Oxnard City Code to read as follows:

"ARTICLE XXVI. ELECTION SIGNS

SEC. 7-360 DEFINITIONS

ELECTION SIGN – A sign where text or images are limited to noncommercial speech pertaining to global, national, state, or local candidates or issues or other protected political expression, including, but not limited to, a sign pertaining to an election for public office or to a ballot measure to be placed before the voters in a federal, state or local election. This includes signs permanently or temporarily supported by a structure, including, but not limited to, one or more uprights, braces, poles, bicycle or other similar structural components when utilizing earth,

rock, the ground, or any foundation set in the ground as a primary holding base or set upon the ground as a free standing structure.

SEC. 7-361 ELECTION SIGNS ON PUBLIC PROPERTY

Election signs are not permitted on public property or in the public right-of-way, as defined in city code section 7-112(D). Election signs placed on public property or in the public right of way will be removed pursuant to this article.

SEC. 7-362 REMOVAL AND RETRIEVAL OF ELECTION SIGNS

(A) Election signs placed on public property or in the public right of way will be removed by the city. The city is not required to notify the owner before removing the election sign.

(B) After removing the election sign, the city shall attempt to notify the owner of the removed election sign, if such information can be ascertained, to inform the owner on how to retrieve the election sign.

(C) Any election sign removed by the city may be considered abandoned if it is not retrieved within ninety (90) days after the date of such removal, and may be disposed of in accordance with state law.

SEC. 7-363 APPEALS

A person may request an informal appeal by the city manager or designee to determine whether or not the location of the election sign violates the city code."

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Part 2. Section 15-51(A)(1) of the Oxnard City Code is hereby amended to read as follows:

"(A) An application for a final map or parcel map shall not be deemed complete until the following items have been submitted to the city:
(1) All the certificates required by the Subdivision Map Act, completed and signed, and where necessary acknowledged, excepting those signatures required of the county clerk, ~~the city treasurer~~ and the city clerk"

Part 3. Section 16-668.2 of the Oxnard City Code is hereby amended to read as follows:

"~~(A)~~ The planning division shall provide a mailed notice of permit issuance, and of each permit renewal, to the owner of the subject property and the owners of all real property situated within a radius of 300 feet of the exterior boundaries of the assessor's parcel(s) which is the subject of the application.
~~(B) At a minimum, the notice of permit issuance shall include: (i) directions to view a copy of the nuisance response plan; and (ii) contact information for the code compliance division.~~"

Part 4. Section 27-3(E) of the Oxnard City Code is hereby amended to read as follows:

"(E) The tenant has refused to execute an extension of a written lease. This ground for termination of a tenancy applies only if:

(1) The Owner requests or demands that the tenant execute a written extension of a written lease previously entered into between the Tenant and the Owner; and

(2) The owner makes that request within 30 days before or after the termination of that lease; and

(3) The written extension of the lease is for a similar duration as the previous written lease and includes substantially identical terms and conditions. The addition of a provision allowing the Owner to terminate the lease to allow for the occupancy of the Owner, or the Owner's spouse, domestic partner, child, grandchild, parent, or grandparent constitutes a similar lease provision for the purposes of this subdivision (E).

~~The tenant had a written lease that terminated on or after the effective date of this article, and after a written request or demand from the owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate this section or any other provision of law. If the tenant had a written lease that terminated on or after the effective date of this article, and after a written request or demand from the owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of non-similar duration and/or with non-similar lease provisions, then the cause for eviction will be no fault just cause under section 27-4 below~~."

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Part 5. Section 27-3(J) of the Oxnard City Code is hereby amended to read as follows:

"(J) The employee, agent, or licensee's failure to vacate after their termination as an employee, agent, or a licensee as described in paragraph (1) of Section 1161 of the California Code of Civil Procedure. This ground for termination does not apply if the occupant's employment or status as agent or licensee began while the occupant was a tenant. ~~Cal. Code of Civil Procedure, Section 1161(1)~~."

Part 6. Section 27-4(A) of the Oxnard City Code is hereby amended to read as follows:

"(A) ~~(1) Intent~~ The intent to occupy the residential real property by the ~~owner~~ Owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents for a minimum 24 months, commencing within 90 days of the termination of tenancy.

(1) For leases entered into on or after the effective date of this article, this subsection shall apply only if:

(a) the tenant agrees, in writing, to the termination~~,~~; or

(b) if a provision of the lease allows the owner to terminate the lease ~~if~~ because the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents unilaterally decides to occupy the residential real property for a period of at least 24 months, ~~as affirmed by the owner in a written affidavit submitted to the city. Addition of a provision allowing the owner to terminate the lease as described in this clause to a new or renewed rental agreement or fixed-term lease constitutes a similar lease provision for the purposes of section 27-3(E)~~commencing within 90 days of the termination of tenancy.

(2) Within 10 days of serving a tenant with a notice of termination under this subdivision (A), the owner must submit a sworn affidavit to the city, including the following:

(a) a statement that the owner or the owner's spouse, intends in good faith to occupy the unit as to which the tenancy is to be terminated and to reside in that unit as their principal place of residence for a minimum of 24 months, commencing within 90 days of the tenancy of the termination.

(b) the name, and the relationship to the owner, of the person for whose occupancy in the unit the tenancy is being terminated.

(c) the address of the owner or owner's spouse's domestic partner's, child's, grandchild's, parent's, or grandparent's principal place of residence as of the date when the tenant was served the notice of termination."

Part 7. Section 27-9(B)(4) of the Oxnard City Code is hereby amended to read as follows:

"(B) *Notice of termination of tenancy*. When terminating a tenancy either at-fault or no-fault, an owner must comply with all of the following:

(4) The owner has submitted to the city, within five days after service of the notice of termination on the tenant, a true and accurate copy of the owner's written notice of termination, and proof of such service, signed ~~by the owner~~ under penalty of perjury by the person who effected such service, on the tenant. The owner shall maintain proof of service to the city as evidence that the owner has complied with this section."

Part 8. Section 27-21 of the Oxnard City Code is hereby amended to read as follows:

"(A) Increases in rent on residential real property in the City of Oxnard in excess of 4%, and more than one rent increase in any 12 month period, are prohibited, unless expressly exempt under the Costa-Hawkins Rental Housing Act codified in Cal. Civil Code, Section 1954.50 et seq.

(B) Under the Costa-Hawkins Rental Housing Act, an owner is entitled to establish the initial rental rate for new tenancies, unless the previous tenancy was terminated by a notice pursuant to Civil Code Section 1946.1 or has been terminated upon a change in the terms of the tenancy noticed pursuant to Section 827, except a change permitted by law in the amount of rent or fees. Therefore, an owner who terminates a tenancy for a no-fault reason under this Chapter by a notice pursuant to Civil Code Section 1946.1 or has been terminated upon a change in the terms of the tenancy noticed pursuant to Section 827, except a change permitted by law in the amount of rent or fees may charge the subsequent tenant no more than the amount of rent that the owner could lawfully charge for the previous, terminate, tenancy plus any intervening 4% annual adjustments."

Part 9. Section 27-10(A) of the Oxnard City Code is hereby amended to read as follows:

"(A) The city manager may adopt administrative procedures and regulations to implement the provisions of this ~~article~~ordinance. Any regulation intended to clarify the meaning of any

provision of this ordinance, or to add substantive (as opposed to merely procedural) details necessary to its implementation, shall not become effective unless approved by resolution of the City Council. If approved by the City Council, the regulation shall be published in an appropriate location, along with any other regulations implementing this ordinance, on the City's website. Any presentation to the City Council pursuant to this subdivision (A) shall include:

(1) a succinct statement of why the regulation is necessary or desirable;
(2) a succinct statement of what the regulation would do;
(3) a succinct statement of how the proposed regulation is consistent with the intent of the ordinance provision to which it relations; and
(4) the complete text of the proposed regulation."

Part 10. Section 27-28.1 of the Oxnard City Code is hereby added to read as follows:

"(A) The city manager may adopt administrative procedures and regulations to implement the provisions of this ordinance. Any regulation intended to clarify the meaning of any provision of this ordinance, or to add substantive (as opposed to merely procedural) details necessary to its implementation, shall not become effective unless approved by resolution of the City Council. If approved by the City Council, the regulation shall be published in an appropriate location, along with any other regulations implementing this ordinance, on the City's website. Any presentation to the City Council pursuant to this subdivision (A) shall include:
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(2) a succinct statement of what the regulation would do;
(3) a succinct statement of how the proposed regulation is consistent with the intent of the ordinance provision to which it relations; and
(4) the complete text of the proposed regulation."

Part 11. Severability. If any section, subsection, sentence, clause, phrase, part or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one of more section, subsections, sentences, clauses, phrases, parts or portions be declared invalid or unconstitutional.

Part 12. Pursuant to Cal. Gov. Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Part 13. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance No. _____ was first read on _____, 2024, and finally adopted on _____, 2024, to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Omnibus City Code Update

City Council

July16, 2024

Jason Zaragoza, Deputy City Attorney

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council introduce and waive further reading of an ordinance titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING VARIOUS SECTIONS OF THE OXNARD CITY CODE TO REGULATE ELECTION SIGNS, MODIFY SUBDIVISION MAP ACT SIGNATURE REQUIREMENTS, AMEND SHORT TERM RENTAL NOTICE REQUIREMENTS, AND STRENGTHEN RENT STABILIZATION AND JUST CAUSE EVICTION REGULATIONS

BACKGROUND

On March 10, 1962, the Oxnard City Council adopted Ordinance No. 872, adopting the Oxnard City Code ("OCC"). Over the years, the OCC has been amended many times to address clerical errors and updates to legal citations. Last year, the City Council adopted an omnibus city code update which made non-substantive changes to the code to address changes in state law, corrects minor errors and updates gender-neutral references.

PROPOSED CHANGES

The proposed ordinance:

- Establishes regulations regarding the placement of election signs on public property and in the public right of way, adding these regulations to the nuisance chapter of the OCC, Chapter 7;
- Specifies that an application for a final map or parcel map processed under the Subdivision Map Act must be signed by the county Clerk and the City Clerk.
- Removes the requirement that the planning division include directions to view a copy of a nuisance response plan when providing short-term rental permit notice to property owners within a 300-foot radius of an STR applicant's property

PROPOSED CHANGES

The proposed ordinance:

Strengthens the City's Rent Stabilization and Just Cause Eviction regulations by:

- a. eliminating the existing provision stating that an owner may terminate a tenancy on a no-fault basis if the tenant refuses to execute a tenancy with new terms;
- b. strengthening OCC 27-3(J) by clarifying that a person is an employee for the purposes of the existing regulations only if that person entered occupancy of the unit in the first place as an employee;
- c. strengthening OCC 27-4(A) by clarifying that the termination notice must: I. identify the person who is the owner or relative intending to move in and II. state where that person currently resides;
- d. strengthening OCC 27-21 by harmonizing the OCC with Costa-Hawkins, stating that an owner does not have the right to establish a tenancy's initial rent if the previous tenancy was terminated by notice pursuant to Civil Code Section 1946.1 (no-fault termination); and
- e. clarifying that the City Manager may promulgate administrative procedures to address ordinance violations.

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.2

DATE: July 16, 2024

TO: City Council

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

SUBJECT: Oxnard EMS Corps Project Update and Staff Request. (10 minutes)

RECOMMENDATION

That the City Council:

1. Receive a report on the progress of the "Oxnard EMS Corps" Workforce Development Project.
2. Approve and Adopt a Resolution to Amend Resolution No. 15,800 Authorizing Full-Time Equivalent Positions Pursuant to Chapter 4 of the City Personnel Rules and Regulations to include an Administrative Services Coordinator Limited-Term Position to fill the Grant EMS Corps Educator Role and the reclassification of the Department's Community Paramedic Position to an EMS Specialist Senior, to perform grant administration activities and EMT program education.
3. Approve and Adopt a Resolution to Amend Resolution No. 15,801 Authorizing Classification and Salary Schedules Pursuant to Chapter 4 of the City Personnel Rules and Regulations to add and establish the EMS Specialist Senior classification salary schedule, and,
4. Authorize the City Manager or designee to approve budget appropriations for the use of State grant funding (Fund 210) upon award.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/iOX8DY6urw0

BACKGROUND

On December 19th, City Council authorized the Oxnard Fire Department (OFD) to submit a grant application for the "EMS Corps" Workforce Development grant opportunity. On February 26th, the Oxnard Fire Department was notified of its selection as lead agency for the "EMS Corps" training site and awarded $181,820 in planning grant funds by the program intermediary Public Works Alliance (PWA) for site development and capacity building. Upon meeting the readiness criteria, the OFD will receive $1.27M in grant funds for the Oxnard EMS Corps Project.

The "Oxnard EMS Corps Program"

Modeled after a highly successful workforce development program in Alameda County, California, the EMS Corps Emergency Medical Technician (EMT) program is a workforce development program that seeks to create transformative opportunities that will improve the standard of living for individuals and their families to lift them from poverty, and provide opportunity in high-paying public service and healthcare careers.

To accomplish this, the model incorporates comprehensive wrap-around services to remove barriers that would normally inhibit or make EMT certification unattainable. Services such as tutoring, mentorship, legal navigation, mental health, fitness and financial support via monthly stipend are provided for the EMT students.

Students will also receive access to services that prepare them for entry into the EMT program or remove external stressors such as general educational competency tutoring, mentoring, exercise, nutrition education, behavioral and medical healthcare support, as well as a monthly monetary stipend of $1,500 per month while in the program. The course is 5 months long and pays for ancillary expenses that can be prohibitive, such as uniforms, testing fees, books, and preparatory educational tools needed to set the student up for successful passing of the National Registry of Emergency Medical Technicians Test.

Interested candidates who do not possess a high school diploma but who have the capacity to either finish credits within the 5-month period or who are preparing for high school equivalency testing can be dually enrolled with Vista Real Charter School to help them attain EMT certification and high school equivalency at the same time at no cost to the student.

EMT Course instruction is 5 months in duration, 3 days a week with additional commitment for students who are eligible for special programs or high school equivalency. Students will receive a comprehensive EMT course delivered by a coalition of Fire and EMS partner agencies. Cohorts will consist of 20 students.

To be eligible, a candidate must be between the ages of 17 ½ and 26 and have barriers to employment such as economic and housing insecurity, those disconnected from school or work, or certain eligible justice involving young adults.

DISCUSSION

Program Development Update:

Upon notification of the planning grant award, Oxnard Fire Department staff began working closely with PWA staff to meet the readiness criteria required to receive $1.27 million in workforce development funds from the Employment Development Department (EDD). EDD funds are provided to enroll three cohorts of 20 EMTs. The program performance period for the three cohorts commences in December 2024 and ends in October 2026.

The Oxnard Fire Department has developed a broad, multidisciplinary coalition of partners and stakeholders that includes the Ventura County Workforce Development Board, Ventura County Emergency Medical Services Agency, Vista Real Charter Schools, Casa Pacifica, Goodwill Industries, The Ventura County Community College District, Clinicas Del Camino Real, American Medical Response, Ventura County Fire Department, and Ventura City Fire Department.

Through the joint efforts of the PWA, the California Firefighter Joint Apprenticeship Committee (CAL-JAC), and fire department partners, the program has already added additional opportunities for successful EMS Corps candidates. Through a California Opportunity Youth Apprenticeship grant award of $517,000, the program model will expand to include preparation for firefighter entry exam testing, Candidate Physical Abilities Testing (CPAT) fitness preparation, and testing exams for placement on the Firefighter Candidate Test-Selection List (FCTC-SEL). Funding will allow for the addition of a fourth 20-person cohort and extend the performance period through January 31, 2027.

Additional partnership discussions are ongoing to add training and service capacity. Where applicable, the department is actively engaged in the development of memoranda of understanding (MOU) agreements with these agencies. Planning is ongoing and a tentative launch for the first program cohort is expected in the first quarter of calendar year 2025.

Position Requests:

The EMS Corps Planning and Program Grants, coupled with the Youth Apprenticeship Grant Award, will provide funding for staffing and services for administrative oversight and program delivery.

To create the staffing capacity needed for program delivery, the Fire Department is requesting approval for a full-time limited-term position (Administrative Services Coordinator) that will serve in an EMS education role and provide day-to-day program coordination of instructors, skills labs, and other EMS-related tasks. The term of the limited-term position will align with the program performance period through January 31, 2027.

To oversee the day-to-day operations of program-specific staff and operations, and to provide direct program administration, the department is also requesting to reclassify the existing Community Paramedic position to an EMS

Specialist Senior. The role of the Community Paramedic is expanding to assume additional administrative, supervisory, and educational responsibilities for the successful implementation of the Oxnard EMS Corp Project and the Department's Community Paramedic Program.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

If the Administrative Services Coordinator Limited-Term Position is approved, the term of the position will align with the period of performance of the grants, and the estimated $94,3423.67 annual cost of the position will be entirely grant-funded. No local match is required. The Department will return to City Council for approval should the term of the limited-term position require an extension or should the Department desire to convert it to a regular term position.

If the reclassification of the Community Paramedic Position to EMS Specialist Senior is approved, the five percent cost increase of $4,972 annually will be partially funded by the EMS Corps Grants (and future grants) for time dedicated to program oversight, but will generally be an ongoing cost in the Department's operating budget funded by the General Fund.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 2-0 on June 25, 2024 to approve the staff recommendation and to forward the item for Council approval. Recommendation 4 has been added as it was inadvertently omitted from the committee report.

Prepared by: Jaime Villa, EMS Coordinator, Rose Rodarte, Administrative Services Manager

ATTACHMENTS

1. Award Letter
2. Amend Position Resolution Fire FY24-25
3. Amended Salary Resolution Fire FY24-25
4. Presentation

Award Letter
02/26/2024
Alex Hamilton
Oxnard Fire Department
360 W. Second St.,
Oxnard, CA 93030

Dear Alex Hamilton,

Congratulations on behalf of Public Works Alliance. Oxnard Fire Department's application for an EMS Corps planning grant has been approved in the amount of $181,820. This award will be administered by Public Works Alliance, program intermediary for California's Employment Development Department's (EDD) Emergency Medical Technician Training Program.

EMS Corps trains young people historically underrepresented in the healthcare workforce to be EMTs while providing life coaching and wraparound support.

The purpose of this planning grant is to support your organization in meeting the readiness criteria required to receive $1.2 million in program funding from EDD to establish an EMS Corps in Oxnard. Specific activities to be supported by this planning grant include:

- Securing MOUs between the Grantee, EMT Trainer and wraparound provider(s) defining each party's roles and responsibilities
- Drafting an operations budget submitted to and approved by PWA (a budget template will be provided)
- Reviewing the EMS Corps EMT curriculum with EMT Trainer and
- Beginning the process of identifying a Program Director

Please review the enclosed grant agreement, sign where indicated and return it with a draft budget and invoice for the $181,820.

Congratulations on being selected for this planning grant. We look forward to working closely with you and your team in creating a program that will create career pathways for Oxnard youth while addressing a workforce shortage in EMS.

If you have any questions or need further assistance, please do not hesitate to contact us.

Sincerely

Jeff Metcalfe
Public Works Alliance
Director of Operations

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING RESOLUTION NO. 15,800 AUTHORIZING FULL-TIME EQUIVALENT POSITIONS PURSUANT TO CHAPTER 4 OF THE CITY PERSONNEL RULES AND REGULATIONS

WHEREAS. Chapter 4, Section 4.7 of the City of Oxnard Personnel Rules and Regulations provides that the City Manager from time to time may revise the number of positions in each classification as necessary to perform the work of the classification, provided that the total expense to be incurred for such work shall be limited to the amount appropriated by the City Council for the classification: and

WHEREAS, the City Council has reviewed the revisions and finds that they are desirable and in the interest of maintaining an efficient municipal organization.

NOW, THEREFORE. the City Council of the City of Oxnard resolves to amend Resolution No. 15,800 with the following changes to the adopted FY 24/25 position allocations as specified, subject to approval of a budget appropriation for the revised allocation:

Department	Title	Adopted 24/25	Proposed Change	New Allocation
Fire	Community Paramedic	1	-1	0
	EMS Specialist, Senior	0	1	1
	Administrative Services Coordinator Limited Term (July 2024 – 01/31/2027)	0	1	1
GRAND TOTAL		1	1	2

PASSED AND ADOPTED this 16th day of July 2024, by the following vote:

YES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING RESOLUTION NO. 15,801 AUTHORIZING AND APPROVING CLASSIFICATION AND SALARY SCHEDULES PURSUANT TO CHAPTER 4 OF THE CITY PERSONNEL RULES AND REGULATIONS

WHEREAS, Chapter 4, Article 4.5 of the City of Oxnard Personnel Rules and Regulations requires that the City of Oxnard classification listing all classes of positions in the general city service be established by resolution of the City Council; and,

WHEREAS, Chapter 4, Article 4.7 of the City of Oxnard Personnel Rules and Regulations provides that the City Manager from time to time may revise the number of positions in each classification as necessary to perform the work of the classification, provided that the total expense to be incurred for such work shall be limited to the amount appropriated by the City Council for the classification; and,

WHEREAS, Chapter 4, Article 4.8 of the City of Oxnard Personnel Rules and Regulations provides that the City Manager shall recommend to the City Council the creation of a new or additional position allocated to an existing class whenever possible; otherwise, the City Manager shall recommend to the City Council the creation of a new classification; and,

WHEREAS, Chapter 4, Article 4.9 of the City of Oxnard Personnel Rules and Regulations requires City Council approval to establish a new classification title and salary range.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to amend Exhibit "A" of Resolution No. 15,801 in accordance with Chapter 4, Articles 4.5, 4.7, 4.8 and 4.9 of the City of Oxnard Personnel Rules and Regulations, by adding the following classification and establishing salary ranges for those classifications effective July 16, 2024:

Salary Grade	**Classification Title**	**FLSA Status**	**Union Code**	**Compensation Frequency**	**Hourly (H)/ Salary (S) Range**
I45	EMS Specialist, Senior	NE	IUOE	Hourly	$37.7930 - $56.6894

PASSED AND ADOPTED this 16th day of July 2024, by the following vote:

YES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

Oxnard EMS Corps
Project Update and Staff Request

Alexander Hamilton, Fire Chief
Fire Department

CITY OF OXNARD CALIFORNIA

That the City Council:

1. Receive a report on the progress of the "Oxnard EMS Corps" Workforce Development Project.

2. Approve and Adopt a Resolution to Amend Resolution No. 15,800 Authorizing Full-Time Equivalent Positions Pursuant to Chapter 4 of the City Personnel Rules and Regulations to include an Administrative Services Coordinator Limited-Term Position to fill the Grant EMS Corps Educator Role and the reclassification of the Department's Community Paramedic Position to an EMS Specialist Senior, to perform grant administration activities and EMT program education.

3. Approve and Adopt a Resolution to Amend Resolution No. 15,801 Authorizing Classification and Salary Schedules Pursuant to Chapter 4 of the City Personnel Rules and Regulations to add and establish the EMS Specialist Senior classification salary schedule.

Background

On December 19th 2023, City Council authorized the Oxnard Fire Department to submit a grant application for the "EMS Corps" Workforce Development grant opportunity

February 26th 2024, the Oxnard Fire Department was notified of its selection as the "EMS Corps" training site in Ventura County by the Public Works Alliance

The Oxnard Fire Department is the Lead Agency for the "EMS Corps" Program expansion in Ventura County

Public Works Alliance (PWA), is the creator of the model "EMS Corps" program and serves as program expansion intermediary for the Employment Development Department

- PWA is providing planning readiness services, program support and grant funds for individual site development

The Oxnard EMS Corps

- Modeled after a highly successful workforce development program in Alameda County
- Transformative opportunities in high paying public service and healthcare careers
- Comprehensive wrap-around services to remove barriers to EMT certification
- 5 month expanded EMT course

Eligibility:

- Candidates between ages 17 ½ and 26
- Have a Barrier to Employment
  - Economic and Housing insecurity
  - Disconnected from School or Work
  - Specific Justice Involved
  - Youth Parents
  - Foster Youth
  - Current or Former Title 1 School Student

Monthly monetary stipend

- $1500 per month

Wrap Around Supportive Services

- Tutoring
- Mentorship
- Legal assistance
- Mental Health
- Healthcare Navigation
- Physical Fitness
- Nutrition

High School Diploma Support

- Dual enrollment for diploma or high school equivalency

NextGen Eligibility

- Transportation
- Child Care
- Employment Workshops

Program Development Update

- Notified of Selection in February of 2024
- Immediately began forming regional coalition of partners, and stakeholders
  - Workforce Development
  - Wrap Around Service Providers
  - Candidate Referral Partners
  - EMS Providers
  - County and City Agencies

Enhanced Candidate Opportunity

- California Youth Opportunity Apprenticeship Award
  - Joint Labor-Management program
  - Enhanced funding for Fire Agencies
  - Pre Apprenticeship Program
  - Will Add one full cohort
  - Statewide Fire Department Selection List Support

FCTC
FIREFIGHTER CANDIDATE TESTING CENTER

CALIFORNIA JAC FIRE FIGHTER

DIVISION OF APPRENTICESHIP STANDARDS
DAS
STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS

Grant Funding

- $181,820 Planning Grant from PWA to support meeting the readiness criteria required to receive $1.2 million in program funding from EDD.

- $1.2 million in workforce development funds from EDD to establish the EMS Corps Program in Oxnard. Performance period to conduct three cohorts of 20 EMTs commences in December 2024 and ends in October 2026.

- $517,000 from a California Opportunity Youth Apprenticeship Grant to expand the program and allow for the addition of a fourth 20-person cohort, extending the performance period through January 31, 2027.

Program Staffing Request

One Full Time Limited-Term Position

- Administrative Services Coordinator

One Reclassification

- Community Paramedic to EMS Specialist Senior

Limited-Term Position added cost will be covered by program grant funding. Added cost of the reclassified position would be an ongoing operating cost in the Department's General Fund Budget with a portion covered by the grant to the extent of time spent on grant activities.

Limited-Term Position

Term of position aligns with the period of performance of the grants. The $94,342.67 annual cost of the position will be entirely grant-funded. No local match is required.

Position Reclassification

The five percent added cost of reclassifying the Community Paramedic Position to EMS Specialist Senior in the amount of $4,972 annually will generally be an ongoing cost in the Department's Operating budget funded by the General Fund, but will be offset by grant funds for time dedicated to grant program activities.

CITY OF
OXNARD
CALIFORNIA

QUESTIONS?

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.3

DATE: July 16, 2024

TO: City Council

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

SUBJECT: Five Year Capital Improvement Program for Fiscal Years 2025-2029. (20 minutes)

RECOMMENDATION

That the City Council receive and file the final Capital Improvement Program document, with incorporated changes per City Council direction from the June 4, 2024 City Council meeting

(The Public Works and Transportation Committee recommended the item to be forwarded to Council for discussion and review. The City Council approved this item, with modification, on June 4, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/Tmt8vLFQbcQ

BACKGROUND

Over the past several months, Public Works staff developed the 5-year Capital Improvement Program (CIP) and budget ahead of 2024-2025 Fiscal Year. This was done in collaboration with the City Departments, and followed a structured approach:

1. Departments identified requested capital improvements and submitted those to the CIP working group in Public Works Engineering.
2. Staff reviewed projects for conformity with the General Plan, master plans, and other needs assessments.
3. Staff made a preliminary review of cost estimates and recommended priorities for funding.
4. Staff re-created the CIP document from previous versions, utilizing the City's newer OpenGov tools.
5. The list of proposed CIP projects was presented to the Public Works and Transportation Committee (PW&TC) on April 23rd, 2024 for input and consideration.
6. The list of proposed CIP projects, along with their prioritization, budgets, and schedules was presented to the City Council on June 4th, 2024 for adoption. During this meeting, the Council held a Public Hearing, directed staff to make changes to the Category 4 project priority list, and approved the staff recommendations.
7. Staff presented the CIP projects to the Planning Commission on June 6th, 2024. In accordance with Section 65401 of the Government Code, the Planning Commission found all new CIP projects to be in conformance with both the City of Oxnard 2030 General Plan and the City of Oxnard Local Coastal Plan.
8. Staff incorporated Council-directed changes, and prepared the final version of the CIP document.

Presently, staff is returning to the City Council with a recommendation to receive and file the final CIP book that reflects the changes and updates made since the June 4th Council meeting. This is considered the final version, and is intended to be published both online and in printed format.

DISCUSSION

Council Review and Changes to Project Priorities

During the June 4th, 2024 City Council meeting, after significant discussion, staff was directed to make two changes to the Category 4 priority list. To recap, Category 4 is a list of priority projects that have partial or no new identified funding associated with them. Staff recommended that these be funded, in order of listed priority, with General Funds/Measure O from the operating budget.

Council directed staff to place two projects into the Category 4 priority list for FY 2024/25 with funding from the General Fund/Measure O:

1. "South Oxnard Center Lighting": this project, previously included in the CIP as an unfunded project with a rough order magnitude cost of approximately $600,000, was directed by Council to be placed as Priority #1 ahead of the original 13 priority projects in the Category 4 list;
2. "Oxnard Police Department Facilities Planning and Feasibility Study": this is a new project that is intended to provide a strategic planning and feasibility basis for future PD-related CIP facilities upgrade efforts and space planning. Council directed staff to include this as Priority project between the original project #11 and #12 out of the 13 original priority projects in Category 4.

With the City Council approval of the City-wide FY 2024/25 Operating Budget, these two projects will be funded with General Fund.

Development of CIP Document

In addition to the CIP program and budget, staff has developed a CIP document that is intended to be published both in online and printed book formats, if necessary. This contains introductory narratives and their associated graphics, the complete set of capital projects in 1-page format, and summary tables as appendices. The project pages are organized into six categories: Buildings, Information Technology (IT), Parks and Open Space, Seawalls, Transportation and Drainage, and Utilities. Each of these categories has an identifying icon on the top right of the project sheets and a unique, corresponding color. The final CIP document is included as an attachment to this staff report, and reflects all edits and changes made to-date, as requested by the City Departments as part of their final review. This is the link to access the CIP document on the City's website: https://www.oxnard.gov/wp-content/uploads/CIP-2025-29.pdf.

To accommodate any new Quimby projects, the CIP will reserve staff workload capacity available until the Quimby outreach process is complete and the projects are finalized. Once community outreach meetings have been completed for potential Quimby projects, staff will bring these projects for Council's consideration via a separate process to consider amending the CIP at a future City Council date.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There are no financial impacts associated with the recommended Council actions.

COMMITTEE OUTCOME

On April 23, 2024, the Public Works and Transportation Committee recommended the item to be forwarded to Council for discussion and review. It should be noted that the City Council took action on June 4, 2024, which included adding two additional projects to the Capital Improvement Program and approved the 2025-2029 Capital Improvement Program.

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. CIP 2025-29

2. Presentation

URL link to the Capital Improvement Program (CIP) 2025-29

https://www.oxnard.gov/wp-content/uploads/CIP-2025-29.pdf

FIVE YEAR CAPITAL IMPROVEMENT PROGRAM (CIP) FOR FY 2025-2029

City Council
July 16, 2024

Morgan Kessler
City Engineer

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council receive and file the final Capital Improvement Program document, with incorporated changes per City Council direction from the June 4, 2024 City Council meeting.

BACKGROUND

Public Works staff developed the 5-year Capital Improvement Program (CIP) and budget ahead of 2024-2025 Fiscal Year

- The process followed a structured approach
- This CIP development cycle had a number of challenges
- Draft CIP was presented to the PW&TC.
- June 4, 2024: Council approved the Project List with the addition of two new projects: “South Oxnard Center Lighting”, and “Oxnard Police Department Facilities Planning and Feasibility Study”.
- June 6, 2024: the Planning Commission found the CIP consistent with 2030 General Plan and the Local Coastal Plan.

DISCUSSION

Council directed staff to place two projects into the Category 4 priority list for FY 2024/25 with funding from the General Fund/Measure O:

1. “South Oxnard Center Lighting”: a previously unfunded project, to be placed as Priority #1 ahead of the original 13 priority projects in the Category 4 list;

2. “Oxnard Police Department Facilities Planning and Feasibility Study”: a new project, to be placed between the original projects #11 and #12 out of the 13 original priority projects in Category 4.

CIP Book

- The CIP document contains the complete set of capital projects in a 1-page per project format;
- The front end of the CIP contains background and narrative information;
- Project pages are organized into sections: Buildings, Information Technology (IT), Parks and Open Space, Seawalls, Transportation and Drainage, and Utilities.
- Will be published online, and printed if necessary

Quimby-Funded Park Projects

- A parallel effort to the CIP development;
- Public Works staff will host/attend Neighborhood Council (NC) meetings;
- Staff will review with the NC, the use of Quimby funds for parks;
- NCs will provide input to staff regarding new and/or existing projects;
- A list of individual Quimby projects will be brought back to Council with a staff recommendation for their incorporation into the CIP

FINANCIAL IMPACT

There are no financial impacts associated with the recommended Council actions.

QUESTIONS?

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.4

DATE: July 16, 2024

TO: City Council

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

SUBJECT: Authorization to Accept a Federal Grant of $3.8M for the Kamala Neighborhood Water Cast Iron Replacement Capital Improvement Project. (10 minutes)

RECOMMENDATION

That the City Council:

1. Accept a federal grant from the U.S. House Transportation and Infrastructure Committee in the amount of $3,806,152 (with 20% local match) for the Kamala Neighborhood Water Cast Iron Replacement Capital Improvement Project C2228; and
2. Authorize the City Manager to execute grant agreements; the Finance Director or designee to submit financial reports and grant claims and approve budget appropriations for the use of grant funds; and the Director of Public Works or designee to submit non-financial reports.

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

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/ZT-qDx9L-pw

BACKGROUND

On April 10, 2024, Congresswoman Julia Brownley announced an award of $3,806,152 million for the City of Oxnard to replace aging cast iron waterline pipe at risk of failure. The funding was allocated to the Kamala Cast Iron Replacement Capital Improvement Project C2228 (PW 22-83). As a member of the U.S House Transportation and Infrastructure Committee, Congresswoman Brownley secured the funds for California's 26th Congressional District in Fiscal Year 2023 ($2,846,400) and Fiscal Year 2024 ($959,752) packages of Interior and Environment appropriations bills.

Capital Improvement Program (CIP) Reference:

Project No. **C2228** – Kamala Neighborhood Cast Iron Pipe Replacement Improvement Project - Adopted May 3, 2022 - Page 126.

DISCUSSION

On April 13, 2022, applications were due to the Office of Congresswoman Julia Brownley for Fiscal Year 2023 Interior and Environment Appropriations Community Project. Only non-profit entities and state and local government entities were eligible to request funding for projects. The Subcommittee only accepted legally eligible requests under the following account: Environmental Protection Agency State and Tribal Assistance Grants for certain water infrastructure projects.

The 2016 Integrated Master Plan identified cast iron water mains as priority infrastructure in need of replacement. The water mains identified in the Master Plan were heavily corroded and were rapidly deteriorating. In an effort to maintain a high level of service to the City's residents, the City selected the neighborhood of Kamala Park (Kamala) where the replacement of the corroded cast iron water mains are in desperate need of immediate replacement. The project is planned to precede paving projects scheduled for the Kamala Neighborhood.

The project scope of work includes replacement of approximately 40,000 linear feet of existing cast iron pipe, ranging in size from 4 inches to 10 inches in diameter. The design includes replacement of existing service lines, fire services, and fire hydrants. Please note that the current estimated total cost for this project is $39M. The funds needed to complete this project, beyond the grant award, will be via the Water Capital Fund and/or American Rescue Plan Act (ARPA) as programmed in the City's CIP.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The awarded amount of $3,806,152 shall be used to cover Project costs related to the Kamala Neighborhood Water Cast Iron Replacement Capital Improvement Project C2228 (PW 22-83). A new appropriation will be recorded in the amount of $3.8 million in the State Grant Fund (210) to properly account for the revenue and expenditures for this grant award for Project C2228 as well as the corresponding Water Capital Fund (602) transfer in / appropriation. There is a 20% cost share requirement of $761,230.40, which will be covered by available project budget appropriations from the Water Operating fund (601), and the corresponding Water Capital Fund (602) transfer in / appropriation.

COMMITTEE OUTCOME

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

Prepared by: Timothy Beaman, Supervising Civil Engineer

ATTACHMENTS

1. Presentation

Authorization to Accept a Federal Grant of $3.8M for the Kamala Neighborhood Water Cast Iron Replacement Capital Improvement Project

City Council, July 16, 2024

Tim Beaman, P.E. Interim Assistant Public Works Director

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council:

1. Accept a federal grant from the U.S House Transportation and Infrastructure Committee in the amount of $3,806,152 (with 20% local match) for the Kamala Neighborhood Water Cast Iron Replacement Capital Improvement Project C2228; and

2. Authorize the City Manager to execute grant agreements; the Finance Director or designee to submit financial reports and grant claims and approve budget appropriations for the use of grant funds; and the Director of Public Works or designee to submit non-financial reports.

BACKGROUND

- Congresswoman Julia Brownley awarded $3.8M to replace aging cast iron waterline pipe at risk of failure
  - Kamala Cast Iron Replacement Capital Improvement Project C2228 (PW 22-83)
  - Fiscal Year 2023 ($2.8M) and Fiscal Year 2024 ($959K)

DISCUSSION

- On April 13, 2022, Application due to the Office of Congresswoman Julia Brownley for Fiscal Year 2023 Interior and Environment Appropriations Community Project

- Kamala Neighborhood Cast Iron Pipe Replacement Improvement Project C2228 was submitted after it was identified in the City's 2015 Integrated Master Plan

- Project consist of replacing approximately:
  - 40,000 linear feet of existing water main in diameter from 4 inches to 10 inches
  - 1" and 2" service lines, fire services
  - old "wet barrel" fire hydrants

FINANCIAL IMPACT

- The awarded amount of $3.8M shall be used to cover Project costs related to CIP Project C2228
- A new appropriation is required in the amount of $3.8M in Grant Fund (210) to properly record the revenue and expenditures for this grant award
- 20% cost share requirement and from the Water Enterprise Fund
- The current estimated total cost for this project is $39M.
- Additional funding includes:
  - Water Capital Fund
  - American Rescue Plan Act (ARPA)

CITY OF
OXNARD
CALIFORNIA

End of Presentation

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.5

DATE: July 16, 2024

TO: City Council

FROM: Steve Naveau, Human Resources Director, (805) 385-7947, steve.naveau@oxnard.org

SUBJECT: Resolution Certifying Exception to CalPERS 180 Day Wait Period for Employment of a Retired Annuitant. (10 minutes)

RECOMMENDATION

That City Council adopt a resolution certifying an exception to the CalPERS 180 day wait period for employment following retirement and appoint Jennie Kelly as Interim Assistant City Attorney.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/B0sEZKzLqcE

BACKGROUND

Jennie Kelly retired from the City of Oxnard effective June 30, 2024 after six years of service. Ms. Kelly has worked as the Assistant City Attorney specializing in employee and labor relations and related administrative arbitrations. Ms. Kelly has also defended the City in civil court on a variety of employment and writ cases, prosecuted both gun violence and workplace violence restraining orders, defended the City's police officers against Pitchess motions filed by criminal defendants, helped oversee the prosecution of the City's Quality of life ordinances and assisted in the management of outside counsel defending the City's public liability cases. Prior to her service with the City, Ms. Kelly worked for 17 years as a Deputy Attorney General with the California Office of the Attorney General specializing in employment and writ litigation. Ms. Kelly also served for six years on active duty in the United States Air Force as an Assistant Staff Judge Advocate specializing in criminal prosecutions and defense of personnel as both a Judge Advocate and Special Assistant United States Attorney. She also prosecuted and defended personnel in administrative discharge hearings, and worked on employment investigations and other general civil matters.

Ms. Kelly is essential to the City Attorney's Office ("CAO") and the City of Oxnard. Currently, Ms. Kelly is the only attorney in the City Attorney's Office with specialized knowledge and experience of employment law and litigation as well as the City's employment policies and practices. She works closely with Human Resources, the Oxnard Police Department, and the Oxnard Fire Department as well as other departments as necessary.

Currently, Ms. Kelly is in the middle of several projects that will need her immediate attention after retirement:

1. Ms. Kelly is lead counsel in an arbitration hearing involving a police officer who has appealed his termination from City employment. The arbitrator conducted the first three days of the arbitration in March of 2024. The second two days of the hearing were held on June 25 and 26, 2024, Ms. Kelly's last week of work. Ms. Kelly has 60 days from receipt of the administrative transcript in July of 2024 to complete the City's closing brief. This will involve reviewing the five days of administrative hearings and writing an extensive brief explaining why the termination should be upheld.

2. Ms. Kelly is lead counsel in a case pending in Ventura County Superior Court that involves a former City of Oxnard employee who has sued the City alleging various unlawful employment practices. This case has been ongoing since 2022 with a trial date of February of 2025. Most discovery has been completed in the case. The last day for the City to file a motion for summary judgment is in October of 2024 and Ms. Kelly is integral to completing this motion.
3. Ms. Kelly is vital to the day to day operations of the City's Human Resources Department and provides weekly advice on a variety of matters including employee disciplinary actions, Family Medical Leave Act and Fair Labor Standards Act issues, personnel rule interpretations, employee separation issues, privacy issues, new California employment laws, third party subpoenas and depositions, reasonable accommodation requests and related HR issues. Until a replacement is found for Ms. Kelly, the HR Department will be unable to receive immediate legal input and feedback with regard to these specialized legal issues.

While there has been an ongoing recruitment for her replacement since February 2024, to date the recruitment efforts have not been successful and her position has not been filled. The City retained an outside recruiter in May 2024 to assist with recruiting a suitable replacement candidate.

DISCUSSION

Pursuant to Government Code Section 7522.56, subdivision (f)(1), post-retirement employment cannot begin less than 180 days from the retirement date; however the City Council may pass a resolution providing an exception to the 180-day wait period. Additionally, under Government Code Section 21221, subdivision (h), City Council may only pass such a resolution and appoint Ms. Kelly to an interim position during the recruitment for a permanent position. As Ms. Kelly is a retiree from CalPERS, there are other requirements that the City must follow in order to comply with Section 21221, subdivision (h) including:

- Interim appointment by the governing body to a vacant position (Assistant City Attorney) requiring specialized skills;
- The open recruitment for a permanent Assistant City Attorney;
- The interim appointment must not exceed 960 hours in the fiscal year;
- The appointed retiree shall not receive any benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate; and,
- The appointment may be made only once.

In light of Government Code sections 7522.56, subdivision (f)(1) and 21221, subdivision (h), it is recommended that City Council approve the attached resolution to temporarily appoint Jennie Kelly as Interim Assistant City Attorney while the recruitment to permanently replace that position is conducted. Upon City Council approval and subject to CALPERS final approval, Ms. Kelly will be hired effective August 1, 2024 as a retired annuitant, Assistant City Attorney at an hourly rate of $104.24. Ms. Kelly was earning $101.21 per hour at the time of her retirement. No other benefits, incentive, compensation in lieu of benefits, or other form of compensation will be paid to Ms. Kelly.

Ms. Kelly will work on an as needed basis for FY 24-25, as she is available, not to exceed 960 hours in any fiscal year. The CAO anticipates Ms. Kelly will serve approximately six months in FY 24-25, however, if additional time is needed beyond the six month period due to unsuccessful recruitment or the on-boarding of a successful replacement, the CAO may keep Ms. Kelly on, not to exceed 960 hours in the fiscal year, and no later than June 30, 2025. As a limited duration, at-will employee, Ms. Kelly will serve at the pleasure of the City Attorney and her employment may be terminated at any time, with or without cause or prior notice by either Ms. Kelly or by the City Attorney.

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

No budget amendment is required. The total estimated cost of Ms. Kelly's appointment in FY2024-25 will come from salary savings from her vacant position, which is funded in the FY2024-25 adopted budget of the City Attorney's General Fund (101) operating budget.

COMMITTEE OUTCOME

This item did not originate in Committee as it is a routine operational item.

Prepared by: Casey Clay, Human Resources Manager

ATTACHMENTS

1. Resolution Exception to CalPERS 180 Day Wait Period
2. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD CERTIFYING THE EXCEPTION TO CALPERS 180 DAY WAIT PERIOD FOR EMPLOYMENT OF A RETIRED ANNUITANT

WHEREAS, in compliance with Government (Gov.) Code section 7522.56 of the Public Employees' Retirement Law, the City Council must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since their retirement date; and

WHEREAS, Jennie Kelly retired from the City of Oxnard in the position of Assistant City Attorney, effective June 30, 2024; and

WHEREAS, Gov. Code section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is December 28, 2024 without this certification resolution; and

WHEREAS, Gov. Code section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the City Council, the City of Oxnard and Jennie Kelly certify that Jennie Kelly has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, an appointment under Gov. Code section 21221(h) requires the retiree is appointed into the Assistant City Attorney appointment during recruitment for a permanent appointment; and

WHEREAS, the City of Oxnard certifies that it has been actively engaged in recruiting for a permanent appointment for the position since February 2024; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is $18,069.3229 and the hourly equivalent is $104.2460, and the minimum base salary for this position is $13,081.38 and the hourly equivalent is $75.4695; and

WHEREAS, the hourly rate paid to Jennie Kelly will be $104.2460; and

WHEREAS, Jennie Kelly has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

NOW, THEREFORE, the City Council of the City of Oxnard hereby appoints Jennie Kelly as an interim appointment retired annuitant to the vacant position of Assistant City Attorney for the City of Oxnard under Gov. Code section 21221(h),

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

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza, Mayor

ATTEST:

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Rose Chaparro, City Clerk

APPROVED AS TO FORM:

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Stephen M. Fischer, City Attorney

Resolution Certifying Exception to CalPERS-180 Day Wait Period for Employment of a Retired Annuitant

City Council

July 16, 2024

Steve Naveau
Human Resource Director

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That City Council adopt a resolution certifying an exception to the CalPERS 180-day wait period for employment following retirement and appoint Jennie Kelly as Interim Assistant City Attorney.

BACKGROUND

- Jennie Kelly retired from the City of Oxnard effective June 30, 2024 as Assistant City Attorney.
- Ms. Kelly was essential to the City Attorney's Office and the City of Oxnard. Ms. Kelly was the only attorney in the City Attorney's Office with specialized knowledge and experience of employment law and litigation as well as the City's employment policies and practices.
- Ms. Kelly had numerous ongoing projects at her retirement date.
- There has been a recruitment for Ms. Kelly's replacement since February of 2024. To date, her position has not been filled.
- Pursuant to Government Code Section 7522.56(f)(1), post-retirement employment cannot begin less than 180 days from the retirement date. However, the City Council may pass a resolution providing an exception to the 180-day wait period.

BACKGROUND (Continued)

- Staff is requesting the adoption of the attached resolution seeking an exception to the 180-day wait period to appoint Jennie Kelly as Interim Assistant City Attorney while the recruitment to permanently replace that position is conducted.
- Appointment of Jennie Kelly anticipated to be August 1, 2024.
- Requires CalPERS approval after adoption of the resolution
- Subject to the following conditions per CalPERS:
  - Interim appointment by the City Council to a vacant position requiring specialized skills (Assistant City Attorney).
  - Open recruitment for a permanent Assistant City Attorney.
  - Interim appointment must not exceed 960 hours in the fiscal year.
  - Appointed retiree shall not receive any benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate.
  - Appointment may be made only once.

FINANCIAL IMPACT

- There is no financial impact resulting from adoption of this resolution.
- The total estimated cost of Ms. Kelly's appointment in FY 24-25 will come from salary savings from her vacant position which is included in the FY 24-25 Budget.

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QUESTIONS