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.

OXNARD CALIFORNIA

AMENDED AGENDA

Reports M.5 Ratify Emergency Order for Replacement of the City's Data Center Cooling System - Added
Reports M.6 Bank Administration Signatories and Users of the Online Web Banking Accounts, and Local Agency Investment Fund (LAIF) Authorization - 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
June 4, 2024
Closed Session - 5:00 PM
Regular Meeting - 5:30 PM

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 897 4513 9011
3. Passcode: 380569

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 and Oxnard Housing Authority.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449.

B. CLOSED SESSION (5:00 PM)

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Government Code section 54956.9(d)(1)).
   Name of case: City of Oxnard v. Fox Canyon Groundwater Management Agency
   Los Angeles County Superior Court, Case No. 20STCP00929
   Legislative Body: City Council

C. OPENING CEREMONIES (5:30 PM)

Pledge of allegiance to the flag of the United States.

D. CEREMONIAL ITEMS

1. SUBJECT: Presentation of Proclamation Designating the Month of June 2024 as "Pride Month in the City of Oxnard."

2. SUBJECT: Presentation of a Proclamation Designating June 19, 2024 as "Juneteenth Day."

3. SUBJECT: Presentation of a Proclamation Designating the Month of June 2024 as "Elder and Disability Abuse Awareness Month."

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the May 7, 2024 regular meeting as presented.

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

2. Cultural & Community Services Department

SUBJECT: Agreement with the Hueneme School District for the Operations of the After-School Education and Safety Grant.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a one-year agreement (A-8551) and Memorandum of Understanding (A-8552) with the Hueneme Elementary School District (HESD) for the City of Oxnard to receive the total amount not to exceed $2,225,621.70 to operate the After-School Education and Safety (ASES) program at ten (10) schools with a City match of $54,000 of in-kind services.

(The Community Services Public Safety, Housing & Development Committee approved 3-0 on May 14, 2024.)

Legislative Body: City Council

Contact: Terrel Harrison, (805) 385-7994

3. Cultural & Community Services Department

SUBJECT: Agreement with the Oxnard School District for the Operations of the After-School

Education and Safety Grant.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a one-year agreement (A-8550) with the Oxnard School District (OSD) for the City to receive an amount not to exceed $4,590,000 to operate the After-School Education and Safety Program with a City match of $130,000 of in-kind services.

(The Community Services Public Safety, Housing & Development Committee approved 3-0 on May 14, 2024.)
Legislative Body: City Council
Contact: Terrel Harrison, (805) 385-7994

4. Public Works Department
SUBJECT: Senate Bill 1 (SB1) Local Streets and Road Maintenance and Rehabilitation Account (RMRA) Project List for Fiscal Year 2024-25.
RECOMMENDATION: That the City Council adopt a resolution to:

1. Adopt the Fiscal Year 2024-25 project list of Senate Bill 1 (SB1) proposed projects that will be funded in part or solely with Road Maintenance and Rehabilitation Account revenues; and
2. Authorize the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of the resolution.

(Public Works and Transportation Committee approved 3-0 on May 14, 2024.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

5. Public Works Department
SUBJECT: Annual Purchase Orders with Accent Wire-Tie to Supply and Deliver Bale Wire for the Del Norte Regional Recycling and Transfer Station.
RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to execute annual purchase orders with Accent Wire-Tie in the amount not to exceed $375,000 for an initial one-year term from July 1, 2024, to June 30, 2025, with an option to extend the term for two (2) consecutive one-year periods for a final term ending June 30, 2027, for the supply and delivery of bale wire for baling recyclable material.

(Public Works and Transportation Committee approved 3-0 on May 14, 2024)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

6. Public Works Department
SUBJECT: Professional Services Agreement 32500012 with Pavement Engineering Inc. for City's Pavement Management Systems Update.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Pavement Engineering Inc. in the amount not to exceed $425,000 for an initial one-year term from July 1, 2024, to June 30, 2025, with the option for three (3) consecutive one (1) year period extensions, that shall not exceed a total of four (4) years; for a final term ending June 30, 2028, for the City’s pavement management systems update professional services.

(Public Works and Transportation Committee approved 3-0 on May 14, 2024)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

7. Public Works Department
SUBJECT: Second Amendment to A-8135 with Conico Toro, Inc. dba MacValley Oil Company for Purchase and Delivery of Bulk Lubricants and Antifreeze.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Second Amendment with Conico Toro, Inc. dba Mac Valley Oil Company increasing the contract amount by $50,000 for a total contract amount of $906,100.

(This item did not originate in Committee since this is a continuation of a previous item approved by the City Council.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

K. REPORTS

1. Public Works Department
SUBJECT: Fiscal Year (FY) 2024-25 Landscape Maintenance Districts Initiation of Proceedings to Levy Assessments, Approval of a Consolidated Engineers Report, and Declaration of Intention to Levy Assessments. (10 minutes)
RECOMMENDATION: That the City Council acting as the legislative body of the City of Oxnard Landscape Maintenance Districts (LMDs):

1. Adopt "A Resolution of the City Council of the City of Oxnard, California, initiating proceedings to levy assessments against real property for fiscal year 2024-25 in connection with the city's landscape maintenance districts";
2. Adopt "A Resolution of the City Council of the City of Oxnard, California, approving a consolidated engineer's report regarding assessments against real property for fiscal year 2024-25 in connection with the city's landscape maintenance districts"; and
3. Adopt "A Resolution of the City Council of the City of Oxnard, California, declaring its intention to levy assessments against real property for fiscal year 2024-25 in connection with the city's landscape maintenance districts" setting the Public Hearing for June 18, 2024.

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

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

2. Finance Department
SUBJECT: Increase Appropriations in the FY2023-24 General Fund Operating Budget to Transfer Funds to the State Gas Tax Fund to Restore State Gas Tax Fund Balance. (5 minutes)
RECOMMENDATION: That the City Council approve the transfer of funds from the FY 2023-24 General Fund (101) Operating Budget to the State Gas Tax Fund (181) in the amount of $3,300,000, to restore a fund balance deficit of the State Gas Tax for prior year activity, as well as projected

budgetary deficits in FY 2023-24 and FY 2024-25.

Please click the following link to view the required Measure M pre-recorded presentation video titled General Fund Transfer to State Gas Tax Fund: https://youtu.be/fCfMvoZvL28
Legislative Body: City Council
Contact: Javier Chagoyen-Lazaro, (805) 200-5400

L. PUBLIC HEARINGS

1. Public Works Department
SUBJECT: Five Year Capital Improvement Program (CIP) for Fiscal Years 2025-2029. (30 minutes)
RECOMMENDATION: That the City Council provide input on the draft CIP and recommend that the City Council:

1. Hold a public hearing to receive public testimony regarding the proposed 2025-2029 City of Oxnard Five-Year CIP;
2. Approve the existing carryover CIP projects and the proposed new funding as outlined in the staff report for Category 1 projects;
3. Reaffirm the carryover CIP projects in Category 2;
4. Approve the project prioritization lists in Categories 3 and 4 outlined in the staff report and adopt the 2025-2029 City of Oxnard Five Year CIP; and
5. Direct staff to finalize the 2025-2029 CIP and General Fund/Measure O amounts for Category 4 projects once the City's FY 2024-25 operating budget has been completed as approved CIP funding allows.

(The Public Works and Transportation Committee on April 23, 2024, recommended the item to be forwarded to Council for discussion and review.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/euF2HZh7I4I
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department
SUBJECT: Fiscal Year (FY) 2024-25 Resolution to Levy Assessments in Mandalay Beach Maintenance District. (10 minutes)
RECOMMENDATION: That City Council, acting as the legislative body for the Mandalay Beach Maintenance District:

1. Hold a Public Hearing to receive public testimony regarding the proposed Fiscal Year 2024-25 assessments for the Mandalay Beach Maintenance District; and
2. Adopt a resolution to levy the special tax assessment for Fiscal Year 2024-25 within the Mandalay Beach Maintenance District for Fiscal Year 2024-25.

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

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/nGJU14cl-Wk
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

3. Finance Department
SUBJECT: Public Hearing on the Fiscal Year 2024-25 Proposed Budget. (45 minutes)
RECOMMENDATION: That the City Council and Housing Authority Board conduct a public hearing on the Fiscal Year (FY) 2024-25 Proposed Budget for the City of Oxnard and Oxnard Housing Authority and provide staff direction regarding any adjustments to the Proposed Budget, in preparation for budget adoption on June 18, 2024.

Please click the following link to view the required Measure M pre-recorded presentation video titled Fiscal Year 2024-25 Budget Preview: https://youtu.be/XCXCnjxX62k

Please click the following link to view the required Measure M pre-recorded presentation video titled Additional Information on Fiscal Year 2024-25 Proposed Annual Budget: https://youtu.be/ykwH7no4pUw
Legislative Body: City Council and Oxnard Housing Authority
Contact: Javier Chagoyen-Lazaro, (805) 200-5400

M. REPORTS

1. Public Works Department
SUBJECT: Public Project Agreement 32400521 with Toro Enterprises, Inc., for Safe Routes to School Safety and Enhancements, Specification No. PW 22-87, Caltrans Project No. ATPSB1L-5129(102). (10 minutes)
RECOMMENDATION: That the City Council approve and authorize:

1. A total of $4,309,735 in Project funds for Safe Routes to School Safety and Enhancements, Specification No. PW 22-87, Caltrans Project No. ATPSB1L-5129(102);

2. The Mayor to Execute an Agreement with Toro Enterprises, Inc., in the amount of $3,591,447 with a contingency amount of $359,144 (10%) for a total not to exceed contract amount of $3,950,591 for the Project;

3. A Project allocation amount of $359,144 (10%) for engineering, inspection, survey and project management for the Project;

4. A total amount of new project budget appropriations of $1,762,810 consisting of $613,000 from the Air Pollution Buydown Fee Fund (Fund 360 Subfund 7010) available fund balance, $855,000 from the Mobility Fee Fund (Fund 350 Subfund 8055) available fund balance, and $294,810 from the General Fund (101) available fund balance for the Safe Routes to School Project (C2212) as well as the corresponding Capital Outlay Fund (301) appropriation increase in the same amounts; and

5. A total amount of budget appropriation transfers of $1,066,925 from the General Fund (101) consisting of $292,761 in the Ventura Boulevard Sidewalk Project (C1305); $293,509 in the La Colonia Green Alleys Project (C1802); $30,655 in the South Oxnard Center Roof Replacement

Project (C2010); $100,000 in the Storm Water Catch Basins Project (C2214); and $350,000 from the available FY 2023-24 Public Works Operating Budget to the Safe Routes to School Project (C2212), as well as the corresponding Capital Outlay Fund (301) appropriation transfers in the same amounts.

(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/bQMDT5A3jQY
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department
SUBJECT: Agreements for the Supply and Delivery of Chemicals to Water, Wastewater, and Recycled Water Facilities. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the following Agreements for the supply and delivery of various types of chemicals to Water, Wastewater, and Recycled Water Facilities, each with the initial agreement term ending June 30, 2025, after which each Agreement may be extended for four additional one-year terms with a fully extended final term ending on June 30, 2029:

1. Agreement 32500003 with JCI Jones Chemicals Inc., in the amount not to exceed $4,525,000;
2. Agreement 32500004 with Northstar Chemical, in the amount not to exceed $2,925,000;
3. Agreement 32500005 with Pencco, Inc., in the amount not to exceed $7,100,000;
4. Agreement 32500008 with King Lee Chemical Co., in the amount not to exceed $1,900,000;
5. Agreement 32500009 with Aquapulse Chemicals, LLC, in the amount not to exceed $900,000;
6. Agreement 32500010 with Hill Brothers Chemical Company, in the amount not to exceed $150,000; and
7. Agreement 32500011 with Univar Solutions USA, Inc., in the amount not to exceed $2,300,000.

(Public Works and Transportation Committee approved 3-0 on May 14, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/5uN6pDKnnj4
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department
SUBJECT: Resolution for Clean Water State Revolving Fund Increase. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Resolution adjusting the amount of project expenditures to be reimbursed by proceeds from the Clean Water State Revolving Fund for the Wastewater Division Reliability Improvements Program from $66,700,000 to $88,601,724.

(This item did not originate in Committee as this is an adjustment to the previously approved City Council Resolution 15,123 as listed below.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/3WsChhoGjsk
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department
SUBJECT: Extension of Golf Management Agreement A-8157. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize the First Amendment to the Golf Course Management Agreement with American Golf Corporation for a time extension only for an additional term of eight months ending on February 28, 2025.

(This item did not originate in Committee since this is a continuation of a previous item approved by the City Council on February 6, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/I_criJSnPP4
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

5. Public Works Department
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
Legislative Body: City Council
Contact: Michael Wolfe, Robert Ruben, (805) 385-8055, (805)385-7554

6. Finance Department
SUBJECT: City of Oxnard Bank Administration Signatories and Users of the On-line Web Banking Accounts, and Local Agency Investment Fund (LAIF) Authorization. (10 minutes)
RECOMMENDATION: That the City Council:

1. Adopt a resolution designating signatories for the City bank accounts, banking administrator, and users of the on-line web banking accounts.

2. Adopt a resolution authorizing investment of monies in the Local Agency Investment Fund.
Legislative Body: City Council
Contact: Javier Chagoyen-Lazaro, (805) 200-5400

N. ADJOURNMENT

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.1

DATE: June 4, 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 May 7, 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 05 07 2024 CC Regular Meeting

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
May 7, 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, Gabriel (Gabe) Teran, Arthur Valenzuela, Mayor Pro Tem Bryan A. MacDonald, and Mayor John C. Zaragoza were present.

Councilmember Basua joined the meeting at 5:15 p.m.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION (5:00 PM)

1. CONFERENCE WITH LABOR NEGOTIATORS (Government Code section 54957.6)
   Agency designated representatives: Ashley Golden, Assistant City Manager, Steve Naveau, Director of Human Resources and Jason Benites, Police Chief
   Employee organization: Oxnard Peace Officers Association (OPOA)
   Legislative Body: City Council

At 5:02 p.m., the City Council recessed into a closed session. At 5:38 p.m., the City Council reconvened in an open session in the Council Chambers. Stephen Fischer, City Attorney announced that no reportable actions resulted from the closed session for item C.1.

D. APPOINTMENT ITEMS (5:30 PM)

1. Cultural & Community Services Department
   SUBJECT: Senior Services Commission Annual Report.
   RECOMMENDATION: That City Council receives the Senior Services Commission annual report.

Alice Sweetland, Chairperson for the Senior Services Commission presented the Senior Services Commission Annual Report to Council.

E. OPENING CEREMONIES (6:00 PM)

Mayor Zaragoza led the pledge of allegiance.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Month of May 2024 as "Older Americans Month."

Mayor Zaragoza read the proclamation and presented it to Alice Sweetland, Chairperson and Naomi Ontiveros, Gloria Massey Chinea, and Linda Calderon members of the Senior Services Commission who accepted the proclamation on behalf of the Senior Services Commission. They followed with a few words.

2. SUBJECT: Presentation of a Proclamation Designating the Month of May 2024 as "Asian Americans and Pacific Islander Heritage Month."

Mayor Zaragoza read the proclamation and presented it to Jen Benitez, Founder and Executive Director of the PINAYSHERE Youth Arts Organization, who accepted the proclamation and followed with a few words.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received regarding the Carnegie Art Museum/City Art Collection: Tomas Sanchez, Dr. Henry Villanueva, Peter Martinez, Maria Elena Saldana Aldana, Irma J. Lopez, Stacy Roscoe, and Cesar Perez; Patricia Yabu (Cal Lutheran University, Clinic Director); Jatsiri Carrillo (Community Counseling Services), Karla Alejandra (Israeli-Palestinian Conflict); Debbie Mitchell (Reel Guppy Outdoors).

The following residents made public comments to express concerns about numerous safety issues about the area surrounding the railroad crossing in the La Colonia neighborhood: Irene Gomez, Celia Mendez, Jorge Toledano, Juvenal Solano, Jaqueline Gabriel, Irma Ramirez, Rufino Cortez, Margarito Cruz, Emilia Alejo, Belen Fabian, Christopher Gonzalez, Eulalia Mendoza, Anastacio Espinoza, Juan Carlos Diaz, Martin Cazarez, Lucero Cruz, and Vanessa Teran.

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

City Manager Nguyen provided an update on the Southern California Association of Governments (SCAG) 2024 Sustainability Awards, Oxnard's Climate Action and Adaptation Plan (CAAP) received an award for Green Region Initiative: Climate Action and Resource Conversation Sustainability. He also announced a few upcoming community events. The Oxnard Police Department 25th Annual Memorial Ceremony is scheduled for May 15, 2024. The Public Works Open House is scheduled for Friday, May 17, from 11:30 a.m. to 4:30 p.m.

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

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

J. REVIEW OF INFORMATION/CONSENT AGENDA

Items L-1 through L-3 were reviewed and discussed among the Council and staff.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Debbie Mitchell (L.2). Written comments were received from Chuck Carter, Lynn Knox, Jon George, Joel Berman, Dolly Stetz, Howard Kornstein, Mark Wolfe, Eugenia Bates, Thomas Petersen, Mike Haase, Jay R. Braun, Rina Anderson, Carole Taylor, Ed Hill, Ronald Bolsky, Richard Dry, Christiana Bryson, Steve Levine, Scott and Kathy Nelson (L.2).

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of the April 16, 2024 regular meeting as presented.

2. Public Works Department
SUBJECT: Agreement 32400386 with Craftwater Engineering, Inc. for Consulting Services for Channel Island Harbor Water Quality Feasibility Study and Implementation Plan.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement 32400386 in the amount not to exceed $735,902 for a three-year term, ending from the effective date of the Agreement, for Consulting Services for the Channel Island Harbor Water Quality Feasibility Study and Implementation Plan.

(Public Works and Transportation Committee approved 3-0 on April 23, 2024.)

3. Finance Department
SUBJECT: Update on the Financial Corrective Action Plan (FCAP) for Closing Past Audit Findings.
RECOMMENDATION: That the City Council receive an update on the Financial Corrective Action Plan (FCAP) for closing past audit findings.

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

M. PUBLIC HEARINGS

1. Community Development Department
SUBJECT: Fore Property Development Agreement Amendment; Planning and Zoning (PZ) Permit No. 24-670-01.
RECOMMENDATION: That the City Council:

1. Find the project Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) and Section 15378(b)(5); and
2. Approve the first reading by title only and subsequent adoption of **Ordinance No. 3045** approving PZ No. 24-670-01 (Amendment No. 3 to Development Agreement No. A-7113), subject to certain findings and conditions.

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

Joe Pearson II, AICP, Planning and Environmental Services 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 Madrigal, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 7-0.

2. Housing Department
SUBJECT: Adoption of the Fiscal Year 2024-2025 Annual Action Plan, the amended Regional Consolidated Plan and the amended Citizen Participation Plan.
RECOMMENDATION: That the City Council:

1. Conduct a U.S. Department of Housing and Urban Development public hearing regarding the fiscal year 2024-2025 Annual Action Plan, with funding recommendations, the amended 2020-2024 Regional Consolidated Plan and the amended Citizen Participation Plan;

2. Approve the fiscal year 2024-2025 Annual Action Plan;

3. Approve the updated changes in the amended Regional Consolidated Plan and the amended Oxnard Citizen Participation Plan;

4. Authorize the City Manager, and his designees, to incorporate any recommended

changes resulting from the public input to the fiscal year 2024-2025 Annual Action Plan, the amended 2020-2024 Regional Consolidated Plan and the amended Oxnard Citizen Participation Plan;

5. Authorize the City Manager, and his designees, to incorporate the final grant allocations into the 2024-2025 Annual Action Plan, and authorize the budget appropriations to fund the administration and activities, including the ability to increase or decrease activities funding up to ten percent or up to the administrative amount allowed of the administering staff, whichever is greater;

6. Authorize the City Manager, and his designees, to execute the required applications, certifications, and other pertinent documents for the submission of the fiscal year 2024-2025 Annual Action Plan, the amended 2020-2024 Regional Consolidated Plan and the amended Oxnard Citizen Participation Plan to the United States Department of Housing and Urban Development; and

7. Authorize the City Manager, and his designees, to execute agreements and sign all agreements for the implementation of the Annual Action Plan including subrecipients, interdepartmental, and intradepartmental agreements.

(The Community Services, Public Safety, Housing & Development Committee voted to approve unanimously.)

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

Emilio Ramirez, Housing Director presented and was available to answer questions.

Mayor Zaragoza opened the public testimony portion of the public hearing. Public comments were received from Rick Holigrocki, Patti Yabu, and Jatsiri Carrillo from California Lutheran University.

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

It was moved by Councilmember Teran, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 4-0-3. Mayor Pro Tem MacDonald and Councilmember Madrigal recused due to owning property in the area of this project. Councilmember Basua recused due to her current position in the Housing Department at her place of employment.

N. REPORTS

1. Finance Department
SUBJECT: Presentation of Single Audit Report.
RECOMMENDATION: That the City Council receive and file the 2023 Single Audit Report from the audit firm Eadie + Payne.

(The Finance and Governance Committee approved 3-0 on April 23, 2024.)

Cesar Perfecto, Controller introduced Eden Casareno, CPA, Auditor with Eadie + Payne LLP who presented and answered questions. No public comments were received. Report was received and filed; no formal action was taken.

2. Public Works Department
SUBJECT: Adopt Resolution no. 15,775 to Accept a State Grant for $500,000 to Fund Special Districts Division Water Quality Remediation Projects in Channel Islands Harbor.
RECOMMENDATION: That the City Council:

1. Adopt a Resolution of the City Council of the City of Oxnard Authorizing the City of Oxnard to enter into an Agreement (A-8548) with the State of California Department of Water Resources to receive funds for the Channel Islands Water Quality Remediation Projects and Authorizing the City Manager to Execute the Agreement on Behalf of the City of Oxnard;
2. Accept a grant from the California State Department of Water Resources in the amount of $500,000 for the Channel Islands Harbor water quality remediation; and
3. Authorize the City Manager to execute the grant agreements and modify Exhibits of the agreement as necessary and the Finance Director or designee to submit the financial reports, grant claims, and approve the budget appropriations for the use of the grant funds; and the Director of Public Works or designee to submit the non-financial reports.

(This item did not originate in Committee.)

Steve Howlett, Assistant Public Works Director presented and answered questions. Public comments were received from Debbie Mitchell and Chuck Carter. Written comments were received from Chuck Carter, Lynn Knox, Jon George, Joel Berman, Dolly Stetz, Howard Kornstein, Mark Wolfe, Eugenia Bates, Thomas Petersen, Mike Haase, Jay R. Braun, Rina Anderson, Carole Taylor, Ed Hill, Ronald Bolsky, Richard Dry, Christiana Bryson, Steve Levine, Scott and Kathy Nelson.

It was moved by Councilmember Perello, 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.

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

one-year terms; ending April 30, 2029, for Safety Training Services for the Public Works Department.

(Public Works and Transportation Committee approved 3-0 on April 9, 2024.)

Esteban Camara, Occupational Health and Safety Administrator presented and answered questions. Michael Wolfe, Public Works Director was also available to answer questions. No public comments were received.

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

4. Public Works Department
SUBJECT: Tree Program and Landscape Standards Update.
RECOMMENDATION: That the City Council receive and file an update of the citywide Tree Program and Landscape Standards.

(Public Works and Transportation Committee approved 3-0 on April 9, 2024.)

Steve Howlett, Assistant Public Works Director presented and answered questions. No public comments were received. Report was received and filed; no formal action was taken.

5. Public Works Department
SUBJECT: Additional Project Contingency and Budget Appropriation Transfer for the Mandalay Bay Bridge and Edison Canal Bridge Rehab Projects.
RECOMMENDATION: That the City Council approve and authorize:

1. An increase of $350,000 in Project contingency funds from $660,000 to $1,010,000 for use in the Mandalay Bay & Edison Canal Bridge Rehabilitation Projects (C1306 and C1307) and extend the completion date to September 30, 2024; and
2. The City Manager to approve a budget appropriation transfer in the amount of $350,000 from the FY 2023-24 available budget in the General Fund (101) Public Works Operating Budget to the Mandalay Bay & Edison Canal Bridge Rehabilitation Projects (C1306 and C1307).

(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.)

Michael Wolfe, Public Works Director presented and answered questions. No public comments were received.

On May 7, 2024, Michael Wolfe, Public Works Director, presented a correction memo to the Council regarding updates to Item N.5 – Additional Project Contingency and Budget Appropriation Transfer for the Mandalay Bay Bridge and Edison Canal Bridge Rehab Projects. This memo was distributed to Council members and also available to the public.

This memo updated information (e.g., the specific funding sources) referenced in the staff report scheduled for the May 7, 2024 City Council Meeting. Staff requested that the following clarification be made during the City Council meeting to the Recommendation language in number 2 as follows:

FROM:
2. The City Manager to approve a budget appropriation transfer in the amount of $350,000 from the FY 2023-24 available budget in the General Fund (101) Public Works Operating Budget to the Mandalay Bay & Edison Canal Bridge Rehabilitation Projects (C1306 and C1307).

TO:
2. The City Manager to approve a budget appropriation transfer in the amount of $350,000 from the FY 2023-24 available budget in the General Fund (101) Public Works Operating Budget to the Mandalay Bay & Edison Canal Bridge Rehabilitation Projects (C1306 and C1307) in the General Fund (101) as well as the corresponding Capital Outlay Fund (301) appropriation increase in the same amount.

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

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 9:35 p.m.

ROSE CHAPARRO
City Clerk

JOHN C. ZARAGOZA
Mayor

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.2

DATE: June 4, 2024

TO: City Council

FROM: Terrel Harrison, Cultural & Community Services Director, (805) 385-7994, terrel.harrison@oxnard.org

SUBJECT: Agreement with the Hueneme School District for the Operations of the After-School Education and Safety Grant.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a one-year agreement (A-8551) and Memorandum of Understanding (A-8552) with the Hueneme Elementary School District (HESD) for the City of Oxnard to receive the total amount not to exceed $2,225,621.70 to operate the After-School Education and Safety (ASES) program at ten (10) schools with a City match of $54,000 of in-kind services.

(The Community Services Public Safety, Housing & Development Committee approved 3-0 on May 14, 2024.)

BACKGROUND

In November 2002, California voters approved the After School Education and Safety (ASES) Initiative with the passage of Proposition 49. In 2006, the governor signed into law Senate Bill 638, making ASES operational. Decades of research show that afterschool programs help kids learn, grow, and avoid risky behaviors. Afterschool and summer learning programs are locally-designed school and community solutions that provide a safe place for students and provide much needed support for families to balance work with home. According to research conducted by the Afterschool Alliance, afterschool programs serve as an effective means to close the achievement gap, boost school attendance, improve academic performance and regular school attendance, improve classroom engagement, decrease risky behaviors and decrease the likelihood of dropping out of school.

In 2008, a partnership began between the Recreation and Community Services, City Corps and Hueneme School District (HESD). Today, the City of Oxnard, City Corps and HESD Hueneme ASES (also known as SHINE) have developed a full partnership by focusing on the strength of each organization – classroom learning by the District, and enrichment learning by the City through City Corps and Recreation. The most notable outcome of this deep school-city partnership is the effective access by Hueneme ASES/SHINE youth to the many activities that introduce them to the world of work and service. Younger students are introduced to service and its connection to work and the discernment of work likes and dislikes. Since City Corps has staffed the program, there have been numerous City Corps participants who have entered the workforce as credentialed teachers. On a daily basis, the HESD program serves about 1,900 students at ten (10) school sites and provides employment training to approximately 60 individuals between the ages of 18-24. Additionally, in FY 22-23, through the Expanded Learning Program Opportunities (ELOP) funding, 11 full-time Program Specialists positions were added. Each Program Specialist is assigned to 1 of 10 school sites, with the 11th Program Specialist focused on offering sport enrichment opportunities. ELOP funding has also allowed the addition of a Hueneme ASES/SHINE Program Supervisor.

The program model incorporates the following three (3) elements, which integrates the school's curriculum, instruction and learning support activities:

1. Educational and Literacy Element: This element provides tutoring and/or homework assistance designed to help

students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science.

2. Educational Enrichment Element: This element offers an array of additional services, programs, and activities that reinforce and complement the school's academic program. Educational enrichment may include but is not limited to, positive youth development strategies, recreation and prevention activities. Such activities may involve the visual and performing arts, music, physical activity, health/nutrition promotion and general recreation; community service-learning and other youth development activities based on student needs and interest.

3. Homework Center Element: On a daily basis, the program serves over 1,900 students throughout 10 school sites. After eating a nutritious snack, the students participate in Homework Assistance, Math, Arts, Reading and Recreational Sports Programming.

The program has received outstanding reviews by the Ventura County Office of Education (VCOE). This collaboration is often cited as operating one of the best ASES programs in the region.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The Proposed FY 24-25 budget includes $2,225,621.70 in the State & Local Grant fund (210-5511) for the Hueneme Elementary School District program.

The school district requests that the City assist with the grant funding match portion by providing $54,000 of in-kind services per fiscal year. This requested match is met through the General Fund (101-5511) by providing office space for the Hueneme ASES/SHINE program, phone, administrative support, staff support for the end of the year "SHINE Fest" and student participation in other various established City Corps / Recreation programs, such as the Kiwanis Track Meet, Community Roots Garden field trips, beach clean-ups, the Oxnard Holiday Parade and other like programs.

For Finance Use Only: State & Local Grants Fund (Org. 2105511), General Fund-Match (Org. 1015511)

COMMITTEE OUTCOME

The Community Services Public Safety, Housing & Development Committee approved 3-0 on May 14, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Julie Estrada, Management Analyst

ATTACHMENTS

1. Agreeement A-8551 with the Hueneme Elementary School District
2. Agreement A-8552 for the HESD SHINE MOU

Hueneme Elementary School District

Agreement for Services

SHINE Expanded Learning Day Program

This AGREEMENT is approved and entered into as of July 1, 2024 ("Effective Date") through June 30, 2025, between the HUENEME ELEMENTARY SCHOOL DISTRICT (herein referred to as the "District"), a public school district duly operating under the laws of the state of California, and The CITY OF OXNARD by and through the Recreation and Community Services City Corps, a service provider (hereinafter referred to as "Provider") for the purpose of providing specific services pursuant to the SHINE Expanded Learning Day Program for ASES Grant eligible District schools and students.

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the District is in need of such special services and advice;

WHEREAS, the Provider is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

WHEREAS, the ASES Program Grant and its Memorandum of Understanding outlines the requirements for supplemental services;

WHEREAS, SHINE Program contains the following requirements:

a. Requires the District to develop, in collaboration and in consultation with partners, supplemental services for identified students, in academic, enrichment, and recreational areas;

b. Contains a description of collaboration and partnerships, and their respective responsibilities to provide services;

c. Contains a provision for the termination of the agreement if the Provider or District wishes to terminate;

d. Contains provisions with respect to making payment to the Provider by the District;

e. Contains provisions outlining staffing, effectiveness evaluation, and sustainability, as well as other program aspects;

WHEREAS, Provider is a legally constituted organization and incorporated under the laws of California, and

WHEREAS, Provider is willing to provide services to the District, its SHINE Program schools, and its students.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

Incorporation of Recitals

The above recitals are a material part of this Agreement and are incorporated herein by this reference.

ASES Grant Agreements

Services will be offered and delivered as stated in the SHINE Program using the ASES Grant and in the Memorandum of Understanding between HUENEME ELEMENTARY SCHOOL DISTRICT AND THE CITY OF OXNARD, attached hereto and incorporated herein by this reference.

Parents/guardians shall not be charged for any services rendered under the ASES Grant unless such services and charges are clearly identified in writing and agreed upon in advance by the District, the involved school administrator, and the parents/guardians. In no event shall the agreed upon charges obligate the District financially, nor shall the District incur any obligation or expense in excess of the state/federal reimbursement amount.

Parents/Guardianship

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by the District.

Student Records

A student record is defined by State and Federal Law, and essentially is any document prepared or retained by Provider with an individual student's name referenced therein. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider will maintain an access log delineating date, time, agency, and identity of any individual accessing student records that is not in the direct employ of the Provider. Provider agrees to provide access to and copies of student records to the District and/or the parents/guardians of the District's student. Provider shall not provide access or forward to any other person other than parents/guardians or the District any student record without the written consent of the parent/guardian or the District.

Access by HUENEME ELEMENTARY SCHOOL DISTRICT

Provider shall provide services at the location(s) agreed upon in the Memorandum of Understanding. The District's representatives shall have access to observe each student at work, observe the instructional/enrichment/recreational setting and activities, interview Provider, and review each student's progress.

Fingerprints

In accordance with Education Code § 45125.1, Provider shall conduct a criminal background check of its employees and/or subcontractors prior to any student contact and, upon receipt of those checks, certify to the District that no employee and/or subcontractors of Provider working with students of the school district has been convicted of a violent or serious felony as defined by statues. Provider shall supply to the District a list of names of those employees and/or subcontractors who are cleared to work with students of the District. A fingerprint certification will be submitted with monthly invoices and attendance registers.

Transportation

The District is not responsible for any transportation costs or for making any transportation arrangements not provided for or agreed to in the Memorandum of Understanding. Provider will not transport any students in private vehicles without complying with the District Governing Board Policy 6153 and have permission of parent/guardian.

Accident/Incident Report

Provider agrees to submit a written accident report to the District within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

Child Abuse Reporting

Provider assures to the District that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code § 49370 and California Penal Code § 11166 et seq. Provider agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

Provider shall submit immediately by facsimile, email and mail, within twenty-four (24)

hours an incident report to District when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, or missing children under Provider's supervision.

Supplies, Equipment and Facilities

Provider shall be responsible for appropriate supplies, equipment, and facilities as outlined in the Memorandum of Understanding. If Provider desires to use District facilities for activities other than outlined in the Memorandum of Understanding it must make a separate application for use of facilities through the District's Use of Facilities procedures.

Continuity of Personnel

Provider shall make every reasonable effort to maintain the stability and continuity of Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement.

a. Provider shall ensure that District has a current list of all personnel and sub-contractors providing Services under this Agreement.

b. Provider shall notify District of any changes in Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

c. Provider shall maintain a database of prospective employees in order to avoid a gap in filling intended positions.

Independent Contractor Status

Provider is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of the District.

a. The personnel performing the Services under this Agreement on behalf of the Provider shall at all times be under Provider's exclusive direction and control. The Provider, its agents or employees shall not at any time or in any manner represent that Provider or any of Provider's officers, employees, or agents are in any manner officials, officers, employees or agents of the District. Neither Provider, nor any of Provider's officers, employees or agents, shall, by virtue of Services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise

accrue to the District's employees. Provider will be responsible for payment of all Provider's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this Agreement.

b. If Provider becomes aware that any person employed by or volunteering with Provider in connection with the Services has been arrested or convicted of a violent or serious felony listed in Penal Code Section 667.5(c) or 1192.7(c), then Provider must immediately remove said employee or volunteer from the performance of the Services, prevent the employee or volunteer from interacting with District students, and notify the District. The District retains the right to prohibit any such employee from participating in the program or having access to students or the program site.

c. Provider shall have no authority to bind the District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against the District, whether by contract or otherwise, unless such authority is expressly conferred in writing by the District, or under this Agreement.

Conflict of Interest; Disclosure of Interest:

Provider assures that neither it, nor any of its officers or employees, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Provider's performance of Services under this Agreement. Provider further assures that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Provider agrees to at all times avoid any actual, potential or the appearance of any conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited, to employment with the District, including its schools.

b. This Agreement is subject to Board Policy 9270 governing conflicts of interest. Provider agrees to furnish to District (upon request) a valid copy of the most recently adopted partnership or bylaws of the corporation and a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update of said information as changes in governance occur.

c. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Provider that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures.

d. Provider agrees to notify the District, in writing, if Provider believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

Non-Discrimination

Provider shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

Inspection and Audit

Provider shall provide access to records or reports, or other matter relating to the Agreement, upon request by District. Fiscal records shall be maintained by Provider for seven (7) years and shall be available for audit.

Indemnification

a. Provider's Indemnity Obligation.

To the fullest extent permitted by California law, Provider shall at its sole expense indemnify, protect, defend and hold harmless District, its officers, agents, employees, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Provider or by any individual or entity for which Provider is legally liable, including but not limited to officers, agents, employees or sub contractors of Provider. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of District, its officials, elected board members, employees, and volunteers, or claims caused by dangerous conditions of District real property which arose out of acts or failure to act by District. Except as specifically provided in this Agreement, in no event shall Provider be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement.

Provider agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Provider in the performance of this Agreement. In the event Provider fails to obtain such indemnity obligations from others as required here, Provider agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights

hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Provider and shall survive the termination of this Agreement.

b. District's Indemnity Obligation.

To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless the Provider and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by District or by any individual or entity for which District is legally liable, including but not limited to officers, agents, employees or sub-contractors of District or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on District real property during the operation of the program contemplated hereunder. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Provider, its officials, elected council members, employees, agents, or program participants. Except as specifically provided in this Agreement, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend Provider as set forth here is binding on the successors, assigns or heirs of District and shall survive the termination of this Agreement.

Insurance

Provider shall provide and maintain insurance, in full force and effect throughout the term of this Agreement and any modification thereof, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Provider, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858.

Provider shall provide the following scope and limits of insurance:

Minimum Scope of Insurance. Coverage shall be at least as broad as: (1) Commercial General Liability coverage of not less than two million dollars ($2,000,000) in the aggregate and one million dollars ($1,000,000) per occurrence.

(2) Auto liability insurance with limits of not less than one million dollars ($1,000,000).

(3) Insurance coverage should include:
1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(4) Workers' Compensation insurance as required by the laws of the State of California.

(5) Abuse and Molestation coverage of not less than two million dollars ($2,000,000) per occurrence and five million dollars ($5,000,000) Aggregate.

Not later than the effective date of this agreement, Provider shall provide the District with satisfactory evidence of insurance, naming HUENEME ELEMENTARY SCHOOL DISTRICT as additional certificate holder, including a provision for a twenty (20) calendar day written notice to the District before cancellation or material change, evidencing the above-specific coverage. The District reserves the right to revise the requirements of this provision at any time. If the District determines that additional insurance coverage is necessary, the District will reopen negotiations with Provider to modify the terms of this agreement.

Monthly Invoices

Provider shall submit to District monthly invoices. Such invoices shall be submitted within thirty (30) days of the rendering of services. District shall process payments to Provider within forty-five (45) days of submission of such invoices, except in those situations identified in the paragraph entitled "Right to Withhold" listed below.

Right to Withhold

The District may withhold payment to Provider, on ten (10) working days written notice of such withholding, when in the opinion of the District:

a. Provider's performance, in whole or in part, either has not been carried out as defined by the ASES Program Grant.

b. Provider has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.

c. Provider has failed to submit the invoice in a timely manner.

If the District gives notice of intent to withhold, Provider shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein.

Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of Provider and District. No change in this Contract or Memorandum of Understanding shall result in a District financial obligation to Provider in excess of the SHINE Program and Memorandum of Understanding reimbursement rate to the District.

Disputes

Disputes between District and Provider concerning the meaning, requirements or performance of this contract shall be submitted to the Superintendent of the District. The determination of the Superintendent shall be made in writing and shall be binding on both parties.

Assignment and Subcontracting

The expertise and experience of Provider are material considerations for this Agreement. The District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon the Provider under this Agreement. In recognition of that interest, Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Provider's duties or obligations under this Agreement without the prior written consent of the Board of Trustees of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

Notwithstanding the above, Provider may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Such approval shall be attached and made part of this Agreement. Provider shall be as fully responsible to the District for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by Consultant, as if the acts and omissions were performed by Consultant directly. Any sub-contractor shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be Provider's responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

Termination

a. The partners are committed to the long-term operations and sustained functioning of the SHINE Program.

b. Either party may negotiate the terms of this agreement by calling a meeting to redefine the terms.

c. Either parry can initiate the release of this agreement with a thirty (30) day notice. Upon termination without default of Provider, District shall pay, without

duplication, for all services satisfactorily performed to date of termination.

d. In consideration of this payment, Provider waives all rights to any further payment or damage. Upon termination, Provider shall turn over to District all student records in its possession generated as a result of services rendered under this Agreement, possessed by Provider or under its control at the time of termination.

Default

Failure of Provider to perform any Services or comply with any provisions of this Agreement may constitute a default. District shall provide written notice to Provider of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The written notice shall include the timeframe in which Provider may cure the default. This timeframe is presumptively thirty (30) work days, but may be extended, though not reduced, at the discretion of District. During the period of time that Provider is in default, District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Provider does not cure the default, District may terminate this Agreement as provided above. Any failure on the part of District to give notice of the Provider's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement. Notwithstanding the foregoing, Provider shall not be deemed to be in default if its failure to perform any Services or comply with any provisions of this Agreement results solely from the action or inaction of District.

Compliance with Laws

In connection with the Services and its operations, Provider shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Provider shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Provider shall comply with the provisions of the State SHINE Program grant requirements.

Entire Agreement

This Agreement and the Memorandum of Understanding incorporated herein constitute the entire agreement and understanding between the District and Provider in connection with the matters covered herein and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

Governing Law

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

Severability Clause

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

Notices

Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns. If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

For the District:
Patricia Marshall, Chief Business Official
Hueneme Elementary School District
205 North Ventura Road
Port Hueneme, CA 93041

For Provider:
Araceli Espinosa, Management Analyst
701 South "G" Street
Oxnard, CA 93030

Authority to Execute

The person or persons executing this Agreement certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

Binding Effect

This Agreement shall be binding upon the heirs, executors, administrators, successors and

assigns of the Parties.

The parties hereto have executed this agreement by and through their duly authorized agents or representatives. The Funding for the SHINE Program and this entire Agreement is contingent upon the district receiving state funding each fiscal year.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

For City of Oxnard:

_____ _____
John C. Zaragoza Date
Mayor

ATTEST:

_____ _____
Rose Chaparro Date
City Clerk

APPROVED AS TO FORM:

_____ _____
Stephen M. Fisher Date
City Attorney

For Hueneme Elementary School District:

_____ _____
Patricia Marshall Date
Chief Business Official

Memorandum of Understanding between the Hueneme Elementary School District (HESD), fiscal agency of the SHINE Expanded Learning Day Program and the City of Oxnard

The scope of this document is to define the roles and responsibilities of a partnership between the City of Oxnard, City Recreation and Community Services-City Corps (OCC) to provide staff to supervise and support students who participate in the Hueneme Elementary School District (HESD) SHINE Expanded Learning Day Program. SHINE is the extended learning day offered each day that school is in session from regular day dismissal to 6:00 p.m.

This serves as a Memorandum of Understanding and Responsibility Agreement that HESD and OCC will work together toward meeting the SHINE Program Plan goals for the 2024-2025 school year at the following schools: Richard Bard, Charles Blackstock, E.O. Green, Art Haycox, Julien Hathaway, Hueneme, Ansgar Larsen, Parkview, Sunkist and Fred Williams. Each agency, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

OCC agrees to:

1. Provide (1) Program Supervisor, (1) Program Coordinator, and (11) Site Program Specialists to instruct and support 60 OCC staff and oversee the implementation of items 2-12 below.
2. a. Oversight of implementation of the unified SHINE Schedule each week by all OCC staff.
   b. Inform the District Site Coordinator of supplies and materials needed each month.
   c. Ensure all staff explain to parents how to sign students out daily to meet grant requirements.
   d. Meet daily with the staff to celebrate successes and address concerns based on the prior day program.
   e. Supervise and support the staff towards meeting the essential responsibilities to work in the SHINE Program
   f. Supervision of students daily at arrival, during and at dismissal of the program.
   g. Ensure snacks, supplies and materials are organized, prepared and available daily.
   h. Work with the District Site Coordinator to collect data for assessment and evaluation purposes.
   i. Ensure that the staff apply appropriate behavior management and discipline techniques at all times and assist the staff in solving discipline problems; All staff use the CHAMPS approach for teaching students expectations for appropriate behavior for all scheduled activities and transitions.
   j. Plan activities using appropriate instructional strategies and materials provided at professional learning days.
3. Provide staff daily to serve the required student to staff ratio of 20:1 for all sites.
4. Ensure all employees attend all scheduled professional learning and use planning time to prepare lessons and activities to implement instructional strategies taught at the training sessions.
5. Provide all staff with planning time daily prior to the start of the program as outlined in the Staff Work Schedule for each school.
6. All personnel must pass District Para-educator Test and receive training in the following areas: CPR/First Aid and provide copy of certificate, Mandated Reporting, Sexual Harassment and pass fingerprint clearance <u>prior to being offered employment.</u>
7. Ensure all employees meet with the Site Coordinator at each school site prior to the first day of school and that they attend all Summer Professional Learning days.
8. Provide an in-kind matching grant of a minimum of $54,000 to help meet the 33% matching grant requirement.
9. Ensure all SHINE staff attend and participate in collaborative planning and meetings.

10. Ensure all employees maintain confidentiality of student records per the Contract with HESD.
11. Maintain all materials provided for the SHINE staff by having staff return items at the end of each day.
12. Provide budgetary information to HESD as required.
13. Program Specialists work all 30 Days of Intersession Programs and attend all professional learning days to prepare for intersessions. Coordinator and Supervisor are available to support Program Specialists during intersessions as needed.

OCC will be provided with an annual total of $2,225,621 paid in 10 monthly installments of $222,562 in the 2024-2025 school year.

HESD agrees to:

1. Manage the program budget, including collaborating with OCC to ensure the 2024-2027 SHINE Program Plan goals are being met and for proper payment for services.
2. Provide professional learning and follow-up coaching support to SHINE staff.
3. Provide supplies and materials for use in the SHINE Program.
4. Visit sites to ensure grant compliance on programmatic levels.
5. Coordinate with agencies to ensure proper implementation and modification, as needed.
6. Work with collaborating agencies to address any parent, teacher, student, or other program participant concerns that may arise.
7. Collaborate with Oxnard City Recreation and Community Services Project Manager annually to monitor overall program progress and achievement of goals.

Additionally, HESD will provide one on-site After School Program Site Coordinator/Academic Liaison who will be responsible for the daily operation of the SHINE Program as follows:

1. Coordinate with OCC Site Program Specialists to order supplies and materials unique to each site.
2. Recruit and enroll eligible program participants from each site.
3. Maintain after-school records regarding enrollment, waivers, emergency cards, permission slips, etc…
4. Work with teachers to communicate student needs and student progress.
5. Serve as liaison between Expanded Learning Day and regular day staff.
7. Work with teachers, parents and students to ensure appropriate placement.
8. Coordinate with SHINE staff to provide arrival/intake and snack services.
d9. Monitor implementation of weekly schedule for program in coordination with the Site Program Specialists and the site administrator.
10. Meet with Site/District administration to ensure the meeting of program goals.
11. Appropriately address any issues of concern raised by parents, students, teachers, or other program participants at the site by working with the SHINE and regular day staff and the principal.
12. Represent their program at District-level After School Site Coordinator meetings.

This agreement shall begin on July 1, 2024 and continue to be implemented until June 30, 2025. Either party may negotiate the terms of this agreement by calling a meeting to redefine the terms. Ongoing review of this agreement will be the responsibility of both parties. Either party can initiate release of this agreement with a 30-day notice. Funding for the SHINE Program is contingent each year upon state funding for both ASES (After School Education and Safety) and ELOP (Expanded Learning Opportunity Program). If ELOP funds are reduced or eliminated, HESD will ask for a reduction in staffing based on the ASES allocation from the state.

For City of Oxnard:

_____ _____
John C. Zaragoza Date
Mayor

ATTEST:

_____ _____
Rose Chaparro Date
City Clerk

APPROVED AS TO FORM:

_____ _____
Stephen M. Fisher Date
City Attorney

For Hueneme Elementary School District (Fiscal Agency):

_____ _____
Christine Walker, Ed.D. Date
Superintendent

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.3

DATE: June 4, 2024

TO: City Council

FROM: Terrel Harrison, Cultural & Community Services Director, (805) 385-7994, terrel.harrison@oxnard.org

SUBJECT: Agreement with the Oxnard School District for the Operations of the After-School Education and Safety Grant.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a one-year agreement (A-8550) with the Oxnard School District (OSD) for the City to receive an amount not to exceed $4,590,000 to operate the After-School Education and Safety Program with a City match of $130,000 of in-kind services.

(The Community Services Public Safety, Housing & Development Committee approved 3-0 on May 14, 2024.)

BACKGROUND

In November 2002, California voters approved the After School Education and Safety (ASES) Initiative with the passage of Proposition 49. In 2006, the Governor signed into law Senate Bill 638, making ASES operational. Decades of research show that afterschool programs help kids learn, grow, and avoid risky behaviors. After-school and summer learning programs are locally-designed school and community solutions that provide a safe place for kids and provide much needed support for families to balance work with home. According to research conducted by the Afterschool Alliance, after-school programs serve as an effective means to close the achievement gap, boost school attendance, improve academic performance and regular school-day attendance, improve classroom engagement, decrease risky behaviors and decrease the likelihood of dropping out of school.

The Oxnard School District ("OSD") contracts with the City's Recreation Division to operate the ASES program to provide after-school programming (Hours of Operation 1:30 p.m. - 6:00 p.m.) to over 2,200 Oxnard children on twenty school campuses. The proposed contract with OSD is for one year at $4,590,000. The OSD utilizes City of Oxnard ("City") employees as site coordinators and recreation staff to operate the entire program. The City has partnered with the OSD for more than 20 years and, for the past eleven years, the City has been the main contractor for the ASES program. In summary, the contract provides for:

- Employing 100 city employees between the ages of 18-25
- Over 100 Hours of Ongoing Professional Staff Development Training provided by the School District
- Over 1,000 Volunteer Hours
- The OSD worked in partnership with the City to design a staffing model that works best for the ASES program.

The following two elements integrate the school’s curriculum; instruction and learning support activities:

Educational and Literacy Element - This element provides tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science.

Educational Enrichment Element - This element offers an array of additional services, programs, and activities that reinforce and complement the school's academic program. Educational enrichment may include, but is not limited to, positive youth development strategies, recreation and prevention activities. Such activities may involve the visual and performing arts, music, physical activity, health/nutrition promotion and general recreation, community service-learning and other youth development activities based on the student's needs and interests.

Known as the Oxnard Scholars Program, the OSD program has been praised by local and state agencies for excellence in after-school programming. In 2016, a former Oxnard Scholars Program employee received the California Expanded Learning Emerging Leadership Award from the California Department of Education. There have been multiple individuals employed by the City for the Oxnard Scholars program who now serve as elementary and secondary school teachers.

If approved by the Committee, minor edits may be made to the agreement prior to the City Council's consideration of this item. Staff will update the Council on any changes that have been made to the agreement prior to Council consideration of the agreement.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The OSD total grant award not to exceed $4,590,000 is included in the Proposed FY 2024-25 budget in the State Grant Fund (210). Primary services, including reimbursement for actual expenses, shall not exceed four million five hundred and ninety thousand dollars ($4,590,000);

The OSD requests matching funds by providing $130,000 of in-kind services per fiscal year. This match is met through the General Fund (101) by providing office space for ASES program, phone, copier, administrative and management staff time and is also be included in the Proposed FY2024-25 budget. Student participation in various established recreation programs such as youth sports programs, educational field trips, and volunteer support also contribute to the in-kind match.

For Finance Use Only: State & Local Grants Fund (Org. 2105502), General Fund-Match (Org. 1015501)

COMMITTEE OUTCOME

The Community Services Public Safety, Housing & Development Committee approved 3-0 on May 14, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Julie Estrada, Management Analyst

ATTACHMENTS

1. Agreement

OXNARD SCHOOL DISTRICT

AGREEMENT #24-12

AGREEMENT FOR AFTER SCHOOL PROGRAMS SERVICES

THIS AGREEMENT FOR AFTER SCHOOL PROGRAMS SERVICES (this "Agreement") is entered into as of the below-referenced Effective Date by and between the Oxnard School District, a California public school district ("District") and the below-referenced service provider ("Service Provider"). In this Agreement, District and Service Provider are sometimes individually referred to as "Party" and collectively referred to as the **"**Parties**."**

Effective Date:	July 1, 2024 – June 30, 2025
Service Provider:	City of Oxnard School District
Address:	305 West Third Street, 1st Floor West Wing, Oxnard, CA 93030
	Authorized Representative: Terrel Harrison
	Representative's Email: terrel.harrison@oxnard.org
Type of Service:	X Lead Agency
	_____ Enrichment Agency

RECITALS

A. District is a California public school district that serves preschool to eighth grade students in the City of Oxnard, County of Ventura, State of California at one preschool, ten TK-5 schools, four TK-8 schools, three K-8 schools, and three 6-8 schools. District offers after-school programs to its grade level students for the 180 school days and 30 non-school days within each fiscal year (July 1 to June 30).

B. For District's after-school program, the "Lead Agency" is responsible for providing daily after-school programming for the 180 school days and 30 non-school days within each fiscal year as required by funding; works with the program from school dismissal until closing time; and provides management, oversight, and coordination of all afterschool programs, including recruitment, enrollment, and programming provided by Enrichment Agencies.

C. For District's after school program, an "Enrichment Agency" is responsible for providing specific types of enrichment programs (*e.g.*, arts, robotics, or sports) in accordance with its area of expertise, and may provide such enrichment activities for a limited period of time (such as Tuesday and Thursday afternoons, or on non-school days during winter, spring, or summer breaks, during the full fiscal year). Further, each and every Enrichment Agency shall adhere to the management, oversight, and coordination rules and regulations of the Lead Agency.

D. District has sought the performance of the Services (defined below) for Lead Agency and Enrichment Agencies, as defined and described particularly on Exhibit A-0, Exhibit A-1, Exhibit A-2, and Exhibit A-3.

E. Following submission of a proposal for the performance of the Services, Service Provider was selected by District to perform the Services as a Lead Agency or Enrichment Agency, as indicated above.

F. The California Department of Education has awarded District a grant through the Expanded Learning Opportunities ("ELOP") Program, After School Education and Safety ("ASES") Program, and/or the 21st Century Community Learning Centers ("21st CCLC") Program for academic school year 2024-2025, commencing July 1, 2024 and ending June 30, 2025 (collectively, the "Grant"). The Grant may also apply to additional academic school years.

G. The purpose of the Grant is to fund local after school education and enrichment programs. The District intends to use the Grant, in part, to retain Service Provider to perform the Services.

H. The Parties desire to memorialize the selection of Service Provider for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

OPERATIVE PROVISIONS

1. Incorporation of Recitals and Exhibits. The Recitals set forth above and all Exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein. This Agreement, all exhibits, and the RFP, including all RFP forms and all contract forms, are collectively referred to as the "Contract."

2. Term of Agreement. Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2024 to and including June 30, 2025 (the "Term"). This Agreement may be extended for two additional one (1)-year terms only by a written amendment, signed by the Parties, prior to the expiration of the Term.

3. Performance of the Services; Time for Performance. Service Provider shall provide the services set forth in Service Provider's proposal (as accepted by District and attached to the Contract), Exhibit A-0 (as applicable to Service Provider as a Lead Agency or Enrichment Agency as indicated in the preamble above), Exhibit A-1, and Exhibit A-3 during the Term pursuant to the schedule specified Exhibit A-0 (the "Primary Services"). Service Provider may also agree to provide additional services, at District's request and only with District's prior written authorization (the "Additional Services"). Any such Additional Services shall be completed in accordance with Exhibit A-2 during the Term pursuant to the schedule specified in Exhibit A-0. For purposes of this Agreement, the Primary Services and Additional Services shall collectively be referred to as the "Services." If Service Provider fails to complete the Services pursuant to the schedule specified in Exhibit A-0 or such other schedule that the Parties memorialize in a writing signed by duly authorized representatives of each Party, then Service Provider shall be deemed to be in Default

as provided below. Notwithstanding anything to the contrary in this Agreement or the Contract, Service Provider expressly understands and agrees that this Agreement and the Contract are subject to the Grant and that if the Grant is reduced or revoked, then the District shall have the right to terminate this Agreement and the Contract with no further liability to Service Provider.

4. Compensation and Method of Payment.

a. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Service Provider the amounts specified below for the Services.

i. The total compensation for the Primary Services, including reimbursement for actual expenses, through reimbursement for supplemental ELOP Program, ASES Program, and/or 21st CCLC Program funded grant activities and/or universal grant monies as outlined in Exhibit A-0 shall not exceed the following amount:

Four Million Four Hundred Twenty Thousand Dollars and Zero Cents ($4,420,000.00)

ii. The total compensation for the Additional Services, including reimbursement for actual expenses, through reimbursement for supplemental ELOP Program, ASES Program, and/or 21st CCLC Program funded grant activities and/or universal grant monies as outlined in Exhibit A-0 shall not exceed the following amount:

One Hundred Seventy Thousand Dollars and Zero Cents ($170,000.00)

Notwithstanding the generality of the foregoing, if Service Provider renders any Additional Services without District's prior written authorization, District shall not be obligated to pay for such services.

iii. Unless the District Superintendent or designee provides advance written authorization of a higher amount, the hourly rate for any subcontractor of Service Provider shall not exceed the following amount:

Fifty Dollars and Zero Cents ($50.00) per hour

iv. If the amount of the Grant is modified in a manner that will affect Service Provider's provision of the Services, in District's sole discretion, then the Parties agree to amend the costs accordingly through written amendment.

b. Each month by the 20th, Service Provider shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontracts. Subcontractor charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment, and supplies. All invoices must comply with the requirements set forth in Exhibit B. District shall independently review each invoice submitted by the Service Provider to determine whether the work performed and expenses incurred comply with the provisions of this Agreement, inclusive of Exhibit B. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth

in subsection c. In the event any charges or expenses are disputed by District, then District shall return the original invoice to Service Provider for correction and resubmission.

c. Except as to any charges for work performed or expenses incurred by Service Provider which are disputed by District, District will use its best efforts to cause Service Provider to be paid within forty-five (45) calendar days of receipt of Service Provider's correct and undisputed invoice.

d. Payment to Service Provider for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Service Provider.

5. Quarterly Review and Adjustment of Scope of Work. District may, in its sole and absolute discretion, (a) conduct a quarterly performance review of the Services, including, but not limited to, enrollment numbers, alignment with District goals and priorities, compliance with assurances, and other reasonable evaluation indicators, and (b) based on such assessment, require Service Provider to adjust and/or decrease the frequency of its services by a specified amount within thirty (30) calendar days or another timeframe established by District in its sole discretion, in which event District will simultaneously reduce Service Provider's compensation *pro rata* with no liability to Service Provider for such reduction.

6. Termination. This Agreement may be terminated as follows.

a. **Mutual Agreement**. The Parties may, at any time, mutually agree in writing to terminate this Agreement.

b. **Termination by Service Provider for Cause**. Service Provider may, upon thirty (30) calendar days written notice to District, (i) terminate this Agreement or suspend work under this Agreement for a reasonable period of time, and (ii) recover from District payment for all work executed if: (A) Service Provider's work under this Agreement is stopped for a period of six (6) months or more pursuant to an order of any court of competent jurisdiction or any public authority (but not for a school closure event as set forth in paragraph 7 of this Agreement), and through no act or fault of Service Provider or of anyone employed by Service Provider or acting on Service Provider's behalf, (B) District fails to pay Service Provider within sixty (60) calendar days after its maturity and presentation any sum awarded by final arbitration or a court of competent jurisdiction, or (C) Service Provider delivers District written notice of any alleged material breach of this Agreement by District and District fails to cure such alleged breach within sixty (60) calendar days, provided, however, that the timeline for cure shall be extended for an additional period if District is diligently pursuing such cure in good faith and an additional time period for the cure is reasonably warranted.

c. **Termination by District for Non-Appropriation of Funds**. District shall have the right to terminate this Agreement at any time due to non-appropriation of funds.

d. **Termination by District for Convenience**. District shall have the right to terminate this Agreement for convenience by giving Service Provider at least ninety (90) calendar days written notice.

e. **Termination by District for Cause**. District may terminate this Agreement for cause upon thirty (30) calendar days' written notice to Service Provider. For the purposes of this subparagraph, "cause" shall include, but not be limited to, (i) Service Provider filing for bankruptcy, being adjudged bankrupt, or being subject to involuntary bankruptcy proceedings; (ii) Service Provider making a general assignment for the benefit of Service Provider's creditors; (iii) the appointment of a receiver due to Service Provider's insolvency; (iv) the levy of an attachment of execution upon Service Provider's property; (v) the persistent or repeated failure or refusal of Service Provider to properly staff the after-school programs or otherwise violate any provisions of Exhibits A-0 to A-3; (vi) the material violation of any applicable law or District regulation or policy; (vii) any act or omission by any Service Provider or its subcontractor personnel that constitutes gross negligence or willful misconduct, endangers or is likely to endanger the safety, health, or wellbeing of any District student or staff, or represents a repeated default by Service Provider personnel (*e.g.*, repeated late arrivals to school sites or repeated violations of the Standards for Performance); and (viii) any other material breach of the Contract by Service Provider, Service Provider's employees, Service Provider's subcontractors or anyone acting on Service Provider's behalf, including, but not limited to, the breach of any covenant, representation or warranty in this Agreement, and the violation of any provision of the RFP (including continuing disclosure obligations). Any failure on the part of District to give notice of the Service Provider's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement. District may, but is not obligated to, provide Service Provider an opportunity to cure any default. Notwithstanding the thirty (30) calendar days' advance written notice specified herein, District reserves the right to *immediately* suspend the Services of Service Provider if the circumstances reasonably warrant (*e.g.*, due to imminent safety and health issues). Moreover, Service Provider shall be liable to District for any excess cost occasioned to District by termination for cause. The foregoing provisions for termination of this Agreement are in addition to, and not in limitation of, the rights of District under any other provisions of the Contract. Service Provider shall not be deemed to be in default if its failure to perform any Services or comply with any provisions of this Agreement results solely from the gross negligence or willful misconduct of District.

f. **Effect of Termination or Expiration of Agreement**. Upon termination or expiration of the Term, this Agreement, and the entire Contract, shall terminate; Service Provider shall cease providing the Services; Service Provider shall vacate the District premises, leaving them in a neat and orderly condition; and Service Provider and District shall comply with any remaining obligations under the Contract, as applicable (*e.g.*, payment of any sums still due and owing,). Service Provider acknowledges and agrees that certain obligations shall survive the termination or expiration of the Contract, including, but not limited to, Service Provider's indemnity obligations, confidentiality obligations, and obligations regarding delivery and maintenance of reports and records.

7. School Closures. If District, or any one or more schools within District, are closed due to any lawful reason including in response to governmental orders or advisories, or to protect the health, safety and welfare of students and employees, or by reason of any emergency (including, but not limited to, a wildfire, mudslide, or earthquake), and District notifies Service Provider that it does not need to provide the Services or any portion of the Services, then District shall not be

charged or required to pay for the Services, staffing, overhead, or any other related costs for the closed school site(s) during the applicable closure period. Additionally, if any school site is required to rely on remote learning in lieu of or in addition to student attendance at the time of commencement of classes or any time during the school year, then District shall have the right to notify Service Provider of the revised service needs, and the Service Provider shall, to the maximum extent reasonably practicable, provide the Services via remote learning or via a hybrid of in-person and remote learning, in which event District shall not be charged or required to pay for any additional costs of the remote or hybrid learning and, if the Services are reduced, then District shall only be billed for the Services provided and adjusted actual costs for reduced services received. District shall also furnish Service Provider written notice of school reopening plans, including phases and any interruptions in reopening schedules, and Service Provider agrees to furnish the Services as needed by District with cost reductions as reasonably warranted. Service Provider agrees to cooperate with District in cost reduction and utilization changes, including, but not limited to, working with Service Provider on partial, phased, or full reopening plans to provide such services as District shall need under those plans. Notwithstanding the generality of the foregoing clauses within this section, District may, in its sole and absolute discretion, elect to continue to pay for the Services despite the closure of one or more school sites if, for example, District receives emergency funds from the State or other sources for such purposes.

8. Service Provider's Representations and Warranties. In addition to any other representations and warranties set forth elsewhere in the Contract, Service Provider hereby represents and warrants to District that:

a. Service Provider is currently authorized and qualified to conduct business in the State and the County, and Service Provider will remain in good standing in the State, the County and, as applicable, the Internal Revenue Service, Franchise Tax Board, and Attorney General, for the entire term of the Contract.

b. Service Provider has carefully examined the Contract; is familiar with the Services; and has the expertise, personnel, and resources to timely and properly conduct the Services.

c. Service Provider has the right, power, and authority to enter into the Contract, including this Agreement and all contract documents, and to perform its obligations hereunder and under the Contract.

d. This Agreement constitutes the legal, valid, and binding obligation of Service Provider enforceable against Service Provider in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the rights of contracting parties generally. This Agreement does not violate any provision of any material agreement or document to which Service Provider is a party or by which Service Provider is bound.

e. There are no lawsuits, claims, suits, proceedings, or investigations pending or, to Service Provider's knowledge, threatened against Service Provider arising out of or concerning Contractor's performance under this Agreement. There are no suits, actions, or proceedings

pending, or to Service Provider's knowledge, threatened against Service Provider which question the legality or propriety of the transactions contemplated hereunder.

All representations and warranties of Service Provider are made as of the Effective Date and shall survive the term of the Contract for a period of three (3) years. Service Provider shall be in material default if Service Provider is unable to make the representations and warranties hereunder as of the Effective Date.

9. Ownership of Documents; Use of Documents by District. All curriculum, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files, fliers, and other documents prepared, developed or discovered by Service Provider in the course of providing any of the Services pursuant to this Agreement (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to District all such Documents. If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Service Provider's guarantees and warrants related to Standards of Performance as set forth in paragraph 13 of this Agreement shall not extend to such use of the Documents.

10. Service Provider's Books and Records.

a. For purposes of this Agreement, the term "Records" means any and all books and records relating to Service Provider's performance of Services at each and every school site within the District, including, but not limited to, all:

i. student outreach materials (such as flyers and other promotional materials); student enrollment records; daily student attendance records; daily sign in and sign out sheets; early release policy, early release requests, and other early release records; physician notes for student absences, activity restrictions, *etc*.;

ii. employee records for Service Provider personnel working in the Program, including proof of TB clearance, first aid and CPR certification, and satisfaction of all training requirements, evidence that the staff person meets the minimum qualification for providing services to District (*e.g*., proof of meeting qualifications as a paraeducator as defined by District), hiring date and (if applicable) termination date, job description, school site assignment, dates of service at District school sites, payroll records, and employment files (including disciplinary records);

iii. food service reimbursable snack logs and Q meal summary electronic reports for nutrition provided to students attending the programs;

iv. ledgers, books of account, invoices, vouchers, canceled checks, and other records evidencing or relating to work, services, expenditures, and disbursements charged to District under this Agreement (which Service Provider shall maintain in accordance with generally accepted accounting principles and with sufficient detail to permit an accurate evaluation of the Services provided by Service Provider pursuant to this Agreement); and

v. evidence of any grants, matching funds, in-kind donations, or other financial contributions to the Program that were provided through or on account of Service Provider.

b. District's fiscal year is July 1 to June 30. By July 15 of each year, Service Provider shall deliver to District true and correct copies of all Records for the prior fiscal year (e.g., by July 15, 2025, provide copies of all Records for July 1, 2024 to June 30, 2025). Service Provider shall upload true and correct electronic copies of the Records to a secure portal as directed by District.

c. Service Provider shall maintain any and all Records for a minimum of five (5) years after termination or expiration of this Agreement, or longer if required by law.

d. Any and all such Records shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such Records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such Records shall be made available at Service Provider's address indicated for receipt of notices in this Agreement or via electronic delivery.

e. District has the right to acquire custody of such Records by written request if Service Provider decides to dissolve or terminate its business. Service Provider shall deliver or cause to be delivered all such Records to District within sixty (60) workdays of receipt of the request.

11. Independent Contractor. Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee, or agent of District.

a. The personnel performing the Services under this Agreement on behalf of Service Provider shall at all times be under Service Provider's exclusive direction and control. Service Provider, its agents or employees shall not at any time or in any manner represent that Service Provider or any of Service Provider's officers, employees, or agents are in any manner officials, officers, employees, or agents of District. Neither Service Provider, nor any of Service Provider's officers, employees, or agents, shall, by virtue of Services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Service Provider will be responsible for payment of all Service Provider's employees' wages, payroll taxes, employee benefits, workers' compensation, and any amounts due for federal and state income taxes and social security taxes since these taxes will not be withheld from payment under this Agreement.

b. Service Provider shall have no authority to bind District in any manner, or to incur any obligation, debt, or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. Penal Code sections 667.5 and 1192.7. If Service Provider becomes aware that any person employed by or volunteering with Service Provider in connection with the Services has been

arrested or convicted of a violent or serious felony listed in Penal Code Section 667.5(c) or 1192.7(c), then Service Provider must immediately remove said employee or volunteer from the performance of the Services, prevent the employee or volunteer from interacting with District students, and notify District. District retains the right to prohibit any such employee from participating in the program or having access to students or the program site.

13. Standards of Performance. Service Provider represents and warrants that it has the qualifications, experience, resources, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner. Service Provider shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all Services described herein. In meeting its obligations under this Agreement, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Service Provider under this Agreement.

14. Confidential Information, Generally. All information gained during performance of the Services and all Documents or other work product produced by Service Provider in performance of this Agreement shall be considered confidential, but only to the extent such information is not considered a public record for purposes of federal or state law. Service Provider shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District, except as may be required by law.

a. Service Provider shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any Party regarding this Agreement or the work performed hereunder.

b. District retains the right, but has no obligation, to represent Service Provider or be present at any deposition, hearing, or similar proceeding. Service Provider agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Service Provider; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

15. Student Privacy Laws.

a. In relation to the performance of the Services, Service Provider may receive or obtain access to confidential student data ("Confidential Student Data") that is governed by privacy laws under federal or state law, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) ("HIPAA"); the Family Educational Rights and Privacy Act of 1974 (20 USC § 1232g and 34 CFR Part 99) ("FERPA"); the Protection of Pupil Rights Amendment (20 USC § 1232h) ("PPRA"); the Children's Online Privacy Protection Act of 1998 (15 USC §§ 6501, *et seq.*) ("COPPA"); California Education Code Section 49073-49079.7; the Student Online Personal Information Privacy Act (Cal. Business and Prof. Code §§ 22584, *et seq.*) ("SOPIPA"); the Early Learning Personal Information Protection Act (Cal. Business and Prof. Code §§ 22586, *et seq.*) ("ELPIPA") (collectively, the "Student Privacy Laws"). Service

Provider agrees to abide by the Student Privacy Laws in connection with all Confidential Student Data.

b. Service Provider shall strictly comply with the Student Privacy Laws. Without limiting the generality of the foregoing, Service Provider shall perform the following duties in regards to any Confidential Student Data that Service Provider obtains in the performance of the Contract: (i) not disclose the information to any other party without the consent of the parent/guardian or an eligible student; (ii) use the data for no other purpose than the performance of the services contemplated under the Contract; (iii) permit District access to any relevant records for the purpose of completing authorized audits; (iv) require all of Service Provider's officers, directors, administrators, employees, subcontractors, and agents to comply with all provisions of the Student Privacy Laws; (v) designate in writing a single authorized representative who shall be responsible for requesting, receiving, transmitting and, as permitted under the Contract and applicable law, destroying Confidential Student Data; (vi) maintain all Confidential Student Data in a secure computer and not copying, reproducing or transmitting data except as necessary to perform under the Contract; and (vii) destroy or return all personally identifiable information obtained under the Contract when it is no longer needed for the purpose for which it was obtained no later than thirty (30) calendar days after it is no longer required. Failure to properly destroy or return Confidential Student Data shall preclude Service Provider from accessing personally identifiable student information for at least five (5) years as provided in 34 C.F.R. Section 99.31(a)(6)(iv), which shall be grounds for District to terminate this Agreement for cause and seek any and all remedies available to District at law or in equity.

c. In the event that Service Provider operates a website, online service, mobile application or similar medium, Service Provider shall comply with the requirements of SOPIPA (Cal. Business and Prof. Code §§ 22584, *et seq*.) by (a) not knowingly engaging in advertising targeted to District students or their parents or guardians, creating profiles of students or their parents or guardians, selling information about students or their parents or guardians, or disclosing any personally identifiable information without proper prior consent; (b) storing, processing and protecting District data pursuant to commercial best practices, including encrypting data; (c) promptly deleting District data, including, but not limited to, student, parent and guardian data, upon District's request; and (d) not storing District data outside of the United States.

16. Conflict of Interest; Disclosure of Interest. Service Provider covenants that neither it, nor any of its officers or employees, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Service Provider's performance of Services under this Agreement. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the District.

a. Service Provider agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Board Bylaws Sections 9270 and 9270-E, as hereinafter amended or renumbered, require that a Service Provider that qualifies as a "designated employee" must disclose certain

financial interests by filing financial interest disclosures. By its initials below, Service Provider represents that it has received and reviewed a copy of the Board's Bylaws Sections 9270 and 9270-E (available on the District's website at https://www.oxnardsd.org/domain/12) and that it does not qualify as a "designated employee."

_____ (Initials)

c. Service Provider agrees to notify the Superintendent, in writing, if Service Provider believes that it is a "designated employee" and should be filing financial interest disclosures but has not been required to do so by the District.

_____ (Initials)

17. Compliance with Applicable Laws. Service Provider hereby agrees that Service Provider, and its officers, owners, agents, employees, and subcontractors, shall keep themselves informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in the performance of the Contract, including, but not limited to, minimum wage laws and laws prohibiting discrimination. Service Provider shall be responsible for the safety of its employees and shall comply with all applicable regulations of the California Division of Occupational Safety and Health (Cal OSHA), including, but not limited to, California Code of Regulations Title 8, section 3203, Injury and Illness Prevention Program, and section 3205, COVID-19 Prevention. Service Provider shall ensure that workers in school settings who are on-site supporting school functions are compliant with applicable Public Health Department Orders and Guidance, and other mandates related to COVID-19, so long as such orders and guidance remain in effect. Service Provider and its officers, owners, agents, employees, and subcontractors shall secure and maintain in force for the Term, at their sole cost and expense and at no cost to District, any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees, or agents of District, shall be liable, at law or in equity, as a result of any failure of Service Provider to comply with this section. Without limiting the generality of the foregoing, Service Provider shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

18. Undocumented Workers. Service Provider hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. Sections 1101, et seq., as amended, and in connection therewith, shall not employ undocumented workers, defined herein the same as in 8 U.S.C.A. Section 1324a(h)(3). Should Service Provider so employ such individuals for the performance of work and/or Services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Service Provider hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

19. Non-Discrimination. Service Provider shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed,

national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

20. Assignment. The expertise and experience of Service Provider are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Service Provider under this Agreement. In recognition of that interest, Service Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Service Provider's duties or obligations under this Agreement without the prior written consent of the Board of Trustees of District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

21. Subcontracting. Notwithstanding the above, Service Provider may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Service Provider shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Service Provider, as if Service Provider performed the acts and omissions directly.

22. Continuity of Personnel. Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement.

a. Service Provider shall ensure that District has a current list of all personnel and subcontractors providing Services under this Agreement.

b. Service Provider shall notify District of any changes in Service Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (i) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services described herein; (ii) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (iii) the professional degree, if applicable, and experience required for each position; and (iv) the name of the person responsible for fulfilling the terms of this Agreement.

c. Service Provider shall maintain a database of prospective employees in order to avoid a gap in filling intended positions.

d. Notwithstanding the generality of the foregoing, all Service Provider personnel assigned to perform under the Contract shall be subject to the continuous approval of District. District may refuse to accept any Service Provider personnel assigned to the Contract in the event that such persons fail to meet the necessary performance standards or for any other reasonable basis. Upon the request of District, Service Provider shall immediately terminate the assignment of any Service Provider personnel to the District's after-school program.

23. Assumption of Responsibility. In accordance with Service Provider's obligations under paragraphs 11, 13, 21, and 22 herein, Service Provider assumes all responsibility for the care, custody, and control of students participating in any activity, whether on-site or off-site, offered in connection with the Services.

24. Service Provider's Indemnification of District.

a. To the fullest extent permitted by California law, Service Provider, on behalf of itself and its officers, agents, employees, board members, owners, shareholders, subcontractors, volunteers and agents (collectively, "Indemnifying Party"), shall at its sole expense indemnify, protect, defend and hold harmless District, its officers, agents, employees, elected board members, and volunteers (collectively, "Indemnified Party") from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, which arise out of or relate to any one or more of the following (each a "Claim" and collectively the "Claims"): (i) Indemnifying Party's breach of any representation or warranty in the Contract; (ii) Indemnifying Party's breach of any material provision of the Contract; (iii) Indemnifying Party's violation of any applicable law; (iv) employment and labor claims concerning Indemnifying Party's employees, agents, and/or subcontractors; (v) intentional misrepresentation or fraud by Indemnifying Party; (vi) bodily injury, including, but not limited to, illness, communicable disease, virus, or pandemic in connection with Indemnifying Party's provision of the Services; (v) personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation, and any claims or allegations of wrongful death) in connection with Indemnifying Party's provision of the Services, (vi) any damage to and destruction of real property in connection with Indemnifying Party's provision of the Services; (vii) any damage to and destruction of personal property in connection with Indemnifying Party's provision of the Services, (viii) Service Provider's furnishing to District of any copyrighted or patented material under the Contract and claims that such materials infringe upon a third party's intellectual property rights. For avoidance of doubt, Service Provider's liability under this paragraph includes any and all liability arising out of or in any way attributable to the performance of this Agreement by Service Provider or by any individual or entity for which Service Provider is legally liable, including, but not limited to, its officers, agents, employees, and subcontractors.

b. Indemnifying Party's indemnity, defense, protection and hold harmless obligations under this paragraph 24 shall apply whether or not the applicable Claim: (i) is a third party claim or a direct claim; (ii) has any merit; (iii) arises from an act or omission authorized under the Contract; or (iv) is caused or alleged to have been caused by the negligence of the Indemnified Party, provided, however, that Indemnifying Party shall not be liable for damages or losses caused by sole gross negligence or sole willful misconduct of the Indemnified Party.

c. Indemnifying Party's obligations under this paragraph 24 shall not be limited by Service Provider's insurance requirements under the Contract.

d. The Indemnified Party shall promptly notify the Indemnifying Party of any Claim for which indemnification is sought, following actual knowledge of such Claim. However, the failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that Indemnifying Party is materially and irrevocably prejudiced by such failure. In the event that any third party Claim is brought, the Indemnifying Party shall have the right and option to undertake and control the defense of such action with counsel of its choice, except that (i) the Indemnified Party at its own expense may participate and appear on an equal footing with the Indemnifying Party in the defense of any such Claim; (ii) the Indemnified Party, at Indemnifying Party's expense, may undertake and control of such defense in the event of the material failure of the Indemnifying Party to undertake and control the same; and (iii) the Indemnified Party may control with counsel of its choice the defense of any third party Claim when an adverse judgment would establish a precedent that would be materially damaging to the continuing business interests of Indemnified Party as a public agency (*e*.g., a Claim involving public contracting rules). A Party shall not consent to judgment or concede or settle or compromise any Claim without the prior written approval of the other Party (which approval shall not be unreasonably withheld, delayed, or conditioned).

e. No Party shall be entitled to any form of implied or equitable indemnification at any time, whether based upon a theory of contract, torts, strict liability or otherwise, and each Party expressly disclaims any right to implied or equitable indemnification.

f. Service Provider agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Service Provider in the performance of this Agreement. In the event Service Provider fails to obtain such indemnity obligations from others as required here, Service Provider agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Service Provider and shall survive the termination of this Agreement.

g. The provisions of this paragraph 24 shall survive the termination or expiration of the Contract and remain in full force and effect.

On behalf of Service Provider, I certify that I have read and understood the foregoing indemnity, defense, and hold harmless obligations under this paragraph 24 and that Service Provider agrees to be bound by such obligations.

_____ (Initials)

25. District's Indemnification of Lead Agency.

a. To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless Lead Agency and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including

attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to property (real or personal), to the extent the liability arises out of or is in any way attributed to the performance of this Agreement by District or District's officers, agents, employees or is in any way directly attributable to the alleged existence of dangerous conditions on District real property during the operation of the program contemplated hereunder. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Lead Agency, its officials, elected council members, employees, agents, or program participants.

b. This obligation to indemnify and defend Lead Agency is binding on successors, assigns or heirs of District and shall survive termination of this Agreement.

c. Should the acts or omissions of both Lead Agency and District contribute to any injury or damage, then their responsibility for the injury or damage will be divided between them in proportion to their respective contributions to the injury or damage. ssss

26. Enrichment Agency's Indemnification of Lead Agency. To the fullest extent permitted by California law, Enrichment Agency shall indemnify, protect, defend and hold harmless Lead Agency and Lead Agency's officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to property (real or personal), to the extent the liability arises out of or is in any way attributed to the performance of this Agreement by Enrichment Agency or by any individual or entity for which the Enrichment Agency is legally liable, including, but not limited to, any Enrichment Agency officers, agents, employees or subcontractors or that rises out of or is in any way directly attributed to officers, agents, employees or subcontractors of Enrichment Agency or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on District property during the operation of the program contemplated hereunder (if such conditions are caused by the acts or omissions of Enrichment Agency or any individual or entity for which Enrichment Agency is legally liable). Except as specifically provided in this Agreement, in no event shall Enrichment Agency be liable for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend Lead Agency is binding on successors, assigns or heirs of Enrichment Agency and shall survive termination of this Agreement.

27. Limitation of Liability. District assumes no responsibility whatsoever for any of Service Provider's personal property placed on District premises. Except as specifically provided in the Contract, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages arising out of or in connection with the Contract.

28. False Claims. Notwithstanding anything to the contrary in the Contract, Service Provider may be liable to District under the False Claims Act (California Government Code Sections 12650, *et seq*.) for any and all false claims that Service Provider presents or makes to District in connection with the Contract. Service Provider's liability under the False Claims Act, if any, shall include three times the amount of damages that District sustains because of the false claim and the costs of a civil action brought to recover any penalties and/or damages, and the then-current and applicable civil penalty for each violation.

29. Insurance. Service Provider shall provide insurance coverage for the Services as set forth on Exhibit C.

30. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District:
Oxnard School District
1501 South A Street
Oxnard, CA 93030
Attention: Dr. Ginger Shea
Phone: 805-385-1501 ext. 2324
Email: gshea@oxnardsd.org

To Service Provider:
City of Oxnard (Rec. Svcs.)
305 West Third Street
1st Floor West Wing
Oxnard, CA 93030
Attention: Terrel Harrison
Phone: 805-385-7995
Email: terrel.harrison@oxnard.org

Notice shall be deemed effective on the date personally delivered with a copy sent via email or, if mailed, three (3) business days after deposit of the same in the custody of the United States Postal Service.

31. Excusable Delays. Service Provider shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Service Provider. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state, or local governments, acts of District, court orders, fires, floods, strikes, embargoes, pandemics, epidemics, governmentally mandated quarantines, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

32. Authority to Execute. The person or persons executing this Agreement on behalf of Service Provider represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Service Provider to the performance of its obligations hereunder.

33. Administration. The Assistant Superintendent of Educational Services, or such person's designee, shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed Exhibit D.

34. Binding Effect. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

35. Entire Agreement. This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the Parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the Parties with respect to said matters.

36. Amendment. No amendment to or modification of this Agreement shall be valid or binding unless made in writing by Service Provider and by District. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

37. Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Service Provider shall not constitute a waiver of any of the provisions of this Agreement.

38. Governing Law; Jurisdiction. The Contract, including this Agreement, shall be construed in accordance with the laws of the State for all substantive and procedural matters, without regard to principles of conflicts of law. Venue for any legal action or proceeding relating to the Contract shall lie exclusively in the County. The venue for any arbitration, mediation or other action or proceeding related to enforcement or interpretation of the Contract shall be the County of Ventura. In the event of any litigation related to the Contract, the Parties irrevocably submit themselves to the jurisdiction of the Superior Court of Ventura County. Each Party hereby waives and expressly agrees not to assert, in any manner whatsoever, any claim or allegation that it is not personally subject to the jurisdiction of the aforementioned court. The Parties further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the venue is improper.

39. Dispute Resolution. It is the Parties' intention to avoid the cost of litigation and to attempt to resolve any problems arising out of or related to the Contract amicably. To that end, the Parties agree to attempt to settle any and all disputes arising out of or related to the Contract by neutral, non-binding mediation, as a condition precedent to the commencement of arbitration, litigation, or any other similar proceeding. Either Party may request mediation, provided that the request shall be in writing and delivered to the other Party in accordance with the notice provisions set forth in this Agreement. The Parties agree to act in good faith to attempt to resolve any dispute by mediation. A Party shall not be entitled to attorneys' fees in any lawsuit, arbitration, or other proceeding related to or arising under the Contract if that Party refused or failed to participate in mediation in good faith pursuant to this paragraph. The Parties further agree to act in good faith to identify a

mutually acceptable mediator. If a mediator cannot be agreed upon by the Parties, each Party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator of the Parties' dispute. If the dispute or claim is resolved successfully through the mediation, the resolution shall be documented by a written agreement executed by the Parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the Parties reflecting the same, and the Parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of the Contract and other rights and remedies afforded to them by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall require mediation prior to commencing an action in equity seeking injunctive relief or prior to District taking action to protect the health or safety of its students or staff. All applicable statutes of limitation shall be tolled while the mediation procedures specified herein are pending, and the Parties agree to take all action, including the execution of stipulations or tolling agreements, necessary to effectuate the intent of this provision.

40. Severability. If any term, condition, or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void, or unenforceable provision(s).

IN WITNESS WHEREOF, District and Service Provider have executed and delivered this agreement for Service Provider services as of the date first written above.

"**District**"

Oxnard School District,
a California public school district

By: _____
Lisa A. Franz, Director, Purchasing

"**Service Provider**"

CITY OF OXNARD

_____ _____

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

ATTEST:

_____ _____

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

APPROVED AS TO FORM:

_____ _____

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

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

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

Re: Proposal: Oxnard School District Expanded Learning Opportunity Program Proposal FOR 2024-2025

Please accept this proposal from the City of Oxnard's Recreation & Community Services Division (RCSD) for the Oxnard School District Expanded Learning Opportunity Program. The RCSD is determined to expand its trajectory of success in being a dependable, consistent, and active partner in helping to close the achievement gap and maintaining strong relationships with families, educational institutions, and scholars. Grounded in the celebration and capitalization of the value inherent in the cultural capital that every student possesses, an appreciation for the unique learning styles of every student, and community-based partnerships, the RCSD will continue to intentionally foster holistic student development and growth, academic excellence, and ultimately seek to realize the potential of every well-rounded scholar.

Through our Oxnard Scholars After School Program (OSASP), in alignment with existing best practices as outlined by the Oxnard School District (OSD), and in collaboration with the unique needs of every school, the RCSD ambitiously seeks to help provide every student the additional support necessary to successfully compete academically. This will be achieved through seamless and educationally enriching experiences that challenge and support the stimulation of critical thought, and self-efficacy, provide a safe and supportive environment, and meet every scholar's social and emotional needs. Through our partnership, we can continue to bridge the connection between our scholars' personal and academic lives.

The RCSD looks forward to continuing working collaboratively with the Oxnard School District and its stakeholders to give every scholar an excellent program that meets each school's

particular academic and social needs. chance to achieve their personal and academic success. Thank you kindly for your consideration of this request to continue to be integral partners in closing the achievement gap.

AGENCY ORGANIZATION

Agency Description

The Recreation & Community Services Division has a successful history of working in network partnerships with local businesses, governmental agencies, and community-based organizations to facilitate and "create community" through effective programming and services. Our comprehensive network will leverage direct resources as well as provide a significant amount of in-kind contributions from the RCSD and a number of its service providers. The RCSD has significant experience and a professional history of providing excellent services to families in Oxnard. Maintaining an excellent reputation in providing highly effective services, fulfilling contractual responsibilities, and efficiently and objectively achieving or exceeding benchmarks or goals are points of pride for the RCSD. Furthermore, the RCSD's successful history of program administration and management of multiple collaborations, and successful evaluation and oversight has resulted in consistently meeting or exceeding program goals. Recently, our Oxnard Scholars After School Program (OSASP) received the inaugural Leaders in Eating and Activity Practices (LEAP) Award at 4 after school sites through our partnership with Ventura County Public Health.

PROJECT TEAM

Oxnard Scholars is managed and administered by a team of youth development practitioners

with extensive experience in successful after-school program design, implementation, monitoring, and tracking. Below you will find an outline of the project team including the project manager, administration, site-level staff, and additional support.

Program Manager

Cultural & Recreation Services Supervisor, who possesses administrative, management, and programming development experience in the RCSD, will be the Program Manager and serve as the primary contact with the District throughout the project year.

Administration

3 Cultural & Recreation Services Analysts will serve as the project administration team and supervise the site-level program staff. These individuals will manage the RCSD's after school program obligations and community programs targeting youth and their families, providing educational and recreational support to Site Specialists, assist with program development, implementation, supervision, evaluation, and fiduciary oversight.

Site Level Staff (Per Site)

All current and future site-level staff directly supervising students will meet the minimum qualifications, hiring requirements, and procedures for a Para-Educator in the OSD. Every program will maintain a pupil-to-staff ratio of no more than 20 to 1. Each school will include the following site level staff:

Recreation Specialist (Site Coordinator): The site specialist works in a full-time capacity and will be responsible for the day-to-day operations of the program including tracking attendance, direct supervision of program instructors, providing onsite staff coaching, planning meetings with

the academic liaisons and principals, scheduling parent and teacher sessions to celebrate the accomplishments of students and generate ideas to improve the academic needs of students.

Program Instructors (Math, Literacy, Engineering, Art and Recreation): With fidelity, the program instructors will lead lessons/activities, serve as role models, engage students, and support a culture and climate within the program that is conducive to an academically rich, motivating, safe environment for the students to learn.

Recreation Aides In partnership with the Oxnard Union High School District, we will hire high school juniors and seniors with an interest in youth development and education. These students will be partnered with an After School Program Instructor at all times and will assist in the implementation of daily activities. This portion of the program will also serve as a developmental and training opportunity for future hiring of instructors upon graduation from high school.

Sports

The Oxnard Scholars After School Program (OSASP) includes the school athletics program as part of the daily after school activities at all 20 school sites. The OSASP will support 3rd-8th grade teams by providing coaches when needed.

- **Staffing**
    - Athletics Coordinator
    - Coaches
    - Volunteers/Assistants

Anyone interested in participating in the OSASP Athletics Program as a staff member will be required to complete and fill out a City of Oxnard employee application and will undergo all the

processes and procedures of becoming a City of Oxnard employee as stipulated by the City of Oxnard Human Resources (HR) Department. The City of Oxnard HR Department will have the final determination as far as who becomes an OSASP employee.

All volunteers will also be required to fill out a volunteer form and will undergo the City of Oxnard Volunteer Clearance process to participate in any athletic events as well as complete all required prerequisites as a paid employee.

Once cleared and approved by the City of Oxnard as an employee or volunteer, staff will be able to commence and participate in the OSASP Athletics Program and will follow all staff expectations as stated below.

- **Staff Expectations**

All approved OSASP Athletics Program Staff are required to abide by their approved schedule and will be responsible for signing in and out daily with the OSASP Site Coordinator in the site's sign in log. Staff will also complete and be responsible for submitting their own timesheet and any other requested paperwork on time. All staff are invited to participate in all OSASP activities including special events and presentations.

    - Athletics Coordinator: will coordinate and be responsible for all teams that will participate in after school athletics including coordination of coaches, team registrations, transportation needs, inventory of equipment and uniforms, hosting tryouts, and communicating with parents in any issues that may arise with student athletes. Athletics Coordinators will conduct coach meetings to follow up with all coaches and to ensure all expectations are being met by students, coaches, and volunteers. In addition, the Athletics Coordinator will communicate

with the OSASP Site Coordinator regarding attendance, behavior issues/discipline, incidents, and needs of the teams and will ensure that students will abide by the requirements of the after school program.

- Coaches: will be responsible for checking in daily with the OSASP Site Coordinator and will pick up their team from the designated after school program sign-in area. At the end of the program, coaches will walk their entire team back to the sign out area. During program hours, coaches will be responsible for all students on their team including behavior and discipline while dressing out and practicing. Coaches are invited to help with homework hour if scheduled ahead of time. During games, coaches will be responsible for all students and will ride on the bus or city vans to and from game locations. Coaches will be responsible for signing out of students and for respecting all property during games. Coaches may also refer to the City of Oxnard Youth Sports Supplemental Rulebook for detailed expectations of coaches. Violations of these expectations can result in removal from the position.

- **Compensation**
  - Athletic Coordinators – will be hourly employees working an average of 20 hours per week the entire school year. Additional hours worked will need prior approval from OSASP Management. The bi-weekly payroll schedule will be followed. Athletic Coordinators will be required to keep an hourly time log and will also complete their timesheet on a bi-weekly basis.

- Coaches - will be hourly employees and will work a maximum of 9-15 hours per week for the entirety of the season. Additional time will be allowed for games outside of normal scheduled working hours. Coaches will follow the bi-weekly payroll schedule. Prior approval of the work schedule will be required. Coaches will provide a weekly schedule to the OSASP Site Coordinator, Athletics Coordinator, and OSASP management if the schedule varies from week to week.

City Corps Community Service Learning Team: The City Corps Team will provide teams for the community service-learning component via the Jr. City Corps program at all 6th-8th grade serving school sites.

Police Activities League: The Police Activities League Team will provide ongoing services as part of the youth development strategies via the Youth Directors Council (YDC) at all 6th-8th grade serving school sites.

Plan to Hire, Maintain, and Substitute Staff

Although current internal candidates will be considered for promotion to expeditiously capitalize on our department's strengths and foster professional development, the RCSD has a proposed plan and timeline for hiring staff.

Plan to Hire Staff

The RCSD will continue to actively recruit and hire After School Program Instructors for the Oxnard Scholars After School Program. Below you will find an outline of the ongoing recruitment process consisting of social media posts, job fairs, and flyering at local colleges as well as frequently attended locations to post on announcement boards such as Starbucks and Blenders. Interviews are scheduled biweekly to have a steady flow of applicants. As employees are hired, positions are filled at sites for the core subject areas such as Math, Literacy, Art, Engineering, and Recreation. In addition, a Jr. Recreation instructor will be placed at each school site to increase the site staff support and function as a substitute when other instructors are out, as well as filling in as a sports coach as needed.

Job Posting/Outreach

- **Social Media**
    - Facebook
    - Instagram
    - X
- **Job Fairs**
    - Ventura Chamber of Commerce
    - California State University Channel Islands
    - Local Community Colleges
- **Recruitment Partnerships**

    - Oxnard Union High School District
        - Pacifica High School- TECA
        - Hueneme High School- YES Academy

- **Job Search Websites**
    - City of Oxnard
    - Indeed
    - Government Jobs
    - Ventura County Community College District
    - Jobsearcher.com
    - ZipRecruiter.com
    - Job flyer shared with district staff for distribution through the Oxnard School District

Hiring Overview

- Assess existing staff to fill needs and potential advancement/promotion
- Begin rigorous search/marketing of available positions
- Conduct interviews for After School Program Instructors, Recreation Aides, and Substitutes
- Inform applicants of the hiring status
- If chosen for the position, applicants will complete program prerequisites
- Submit the completed City Personnel Action Form (PAF) to the City's HR department
- Conduct background screenings, including DOJ clearance, and drug test
- Inform approved applicants of the status
- Develop school site teams

- Total anticipated length of time

Hiring Process

- Interviews will be held every other Monday and alternating Wednesdays within the timeframe of 1:00 pm-5:00 pm.
- Email candidates moving forward with the next steps by the close of business.
    - The email will request proof of a completed college degree or completion of 48 college units and negative TB test results.
- Candidates who do not meet the minimum education requirement of successful completion of 48 college units will be scheduled to take a ParaPro exam. 2.5 hours will be allotted.
- Personnel Action Forms (PAF) will be created and sent to HR for candidates moving forward in the hiring process.
- Background checks and Livescan paperwork will be provided by HR to candidates who have completed the program's hiring prerequisites.
- HR will set up an orientation for candidates every 2 weeks at the beginning of the City's pay period cycle.
- Once HR orientation is complete, the employee will attend program orientation that clearly outlines program policies, procedures, rules and expectations, etc.

Plan to Maintain Staff

The RCSD will align with the OSD's professional development plan as follows:

- Professional Development for All Staff
    - Fall Training Topics will include: Mandated reporting, CPR/First Aid, policies and procedures, behavior management, classroom discipline, conflict resolution, ethical responsibilities of youth leadership, anti-bullying strategies, positive reinforcement, English Learner strategies, and other topics to align the after school program with the regular day (6-8 hours)
    - Ongoing all-staff professional development will be held every quarter. This will include youth development workshops in areas of: including students in program planning, leadership development, character building, project based activities, and building relationships with youth (4-6 hours)
- Participate in the OSD's literacy and math training offerings.
    - Participate in two full trainings before the start of the school year (4-6 hours) and monthly trainings to receive lesson plans and materials for the upcoming month (2 hours)
    - Homework staff (in partnership with Academic Liaison)
        - Participate in monthly trainings to introduce pacing guides, grade level standards, hands on learning activities, homework forms, incentive programs, and centers (2 hours)

- Enrichment Instructor
    - Participate in monthly training to introduce project based, hands on lessons in areas of science, technology, visual arts, career development, community service learning, music, and other culturally enriching activities based on student's needs and interests (2 hours)
- Recreation Instructor
    - Participate in ongoing bi-monthly meetings (1 hour) and ongoing training in topics such as California P.E. Standards and Administration of:
        - SPARK (Sports, Play Active, Recreation, for Kids), Health, Fitness & Nutrition Education from Children's Power Play! Campaign- Ventura County Public Health, and Nutrition and Physical Activity Tool Box Community Educators Training (Ventura County Public Health) (3-4 hours per month)
- Site Coordinators
    - Attend ongoing bi-monthly meetings (1 hour)
    - All staff will also be required to complete professional development via online training and will be able to participate in any other OSD/Region 8 Training
    - Attend Boost Conference

- California Afterschool Network (CAN) training opportunities
    - Site Coordinator Symposium
    - Continuous Quality Improvement (CQI)

Staff Coverage Plan

The RCSD will have substitute instructors available for coverage when regular staff is absent.

Special Strengths – Understanding our Community

Partnerships

In relation to professional development, the RCSD has also partnered with the Ventura County Public Health, Champions for Change Network for a Healthy California, to provide staff with training opportunities in health, fitness, and nutrition education. The City has also used a variety of agencies and resources to provide ongoing training throughout the year including the California Afterschool Network (CAN), Sports, Play and Active Recreation for Kids (SPARK), and California Parks and Recreation Society (CPRS). Program Administration also attends the Best Out of School Time (BOOST) Conference annually.

During the 2021-2022 academic year, the Oxnard Scholars After School Program began a partnership with our City's water division to include after school program students in the Water Wise art competition. Oxnard Scholars After School Program students shared their creative water-saving ideas through the art contest. Many talented students participated in the contest and it is a partnership that continues to this day. First place artwork is displayed on five of the City's recycling trucks until the end of each contest year. The Oxnard Public Library — Main Library

also features a display of the winning artwork each May in recognition of Water Awareness Month.

In addition to the Water Wise art contest, students in the program participate in the City's annual Fall Festival and Insect Festival art contest where their art is displayed for festival attendees to vote on the best artwork. Art programs and special projects are not to replace Literacy or Math curriculums.

Meeting Grant Assurances, District, and Site Goals

To meet grant assurances and district and site goals, the RCSD will ascribe to the recommended approaches as stated by California Department of Education Expanded Learning Division. Specifically, the pillar of accountability will include compliance with outcome reporting requirements, categorical program monitoring, certified grant assurances, and fiscal audits. All programs will be

research-based, linked to the instructional day, and will provide quality opportunities for active student engagement and holistic development. Furthermore, the collaboration pillar will include the development of collaborative Professional Learning Communities that will focus on fostering a learning and collaborative culture, be outcome driven, engage in action experimentation, and collective inquiry.

Employee Evaluation Process

To exercise accountability for ensuring quality control and accountability, the RCSD will implement the employee evaluation process as denoted briefly below:

- Site visits conducted by program management
    - Conduct conversations with staff
    - Observe all staff and all program components
    - Implement site visit goals

    - Make personal connections with personnel at the site, and encourage reflection, provide feedback, collect snapshots of data, support accountability and planning, and identify issues critical to the site during the visit to allow local personnel to address them
    - ASP Quality Self-Assessment Tool
        - Utilize formative assessment observation form to conduct an assessment
- Site Specialists will conduct daily class visits to ensure quality control and efficiency, and ensure that assurances are being met
    - Use of Employee evaluation form and provide technical assistance in areas needed
- Continuous Quality Improvement - Quality Standards for Expanding Learning in California

Statement of Independence

The RCSD agrees with the OSD's Agreement for Consulting Services, Section 11 which references the RCSD shall always remain a wholly independent contractor and not an officer, employee, or agent of the District.

RCSD's PROGRAM DESCRIPTION

Vision Statement

We create community through people, parks, and programs.

Mission Statement

To provide affordable recreational, physical, and cultural opportunities for all Oxnard residents

with a focus on families, youth development, and building healthy communities. The programs and services offered by the department will provide excellent value, and quality, and emphasize the equitable distribution of resources throughout the RCSD. The RCSD offers these programs in safe, attractive, and well-maintained facilities that will reflect the public needs and interests.

The implementation of the program in Oxnard School District will seek to align with the Oxnard School District Strategic Plan and Student Profile.

Program Design and Delivery for Oxnard Scholars

The RCSD will consist of two elements, as outlined by the OSD below, in collaboration with institutional principals and staff to ensure that they are integrated with the site's curriculum, instruction, and learning support activities.

- An **educational and literacy element** will provide homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history, and social studies, or science. A broad range of activities may be implemented based on local student needs and interests.
- The **educational enrichment element** must offer additional services, programs, and activities that reinforce and complement the school's academic program. Educational enrichment may include but is not limited to, positive youth development strategies, recreation, and prevention activities. Such activities might involve the visual and performing arts, music, physical activity, health/nutrition promotion, and general recreation; career awareness and work preparation activities; community service-learning; and other youth development activities based on student needs and interests. Enrichment activities may be designed to enhance the core curriculum.

Program Operations Delivery

Per legislative expectations, all elementary school participants will participate in the full day of

the after school program daily. To allow for a student-centered program that meets the needs and interests of students and program goals, middle schools will implement a flexible schedule. Specifically, students may have three days within nine hours. The program will remain operational five days per week and three hours per day on every regular school day. The program will begin after the regular school day and will end no earlier than 6:00 p.m.

- The K-5 programs will serve approximately 100 students daily while the K-8 and middle school programs will serve 120
- The K-5 programs will enroll approximately 120 students and the K-8 and middle school programs will enroll 140 to ensure the average daily attendance
- The program will provide a waiver/release of liability outlining expectations to parents and will require parent signatures for participation, photo, video, physical activity, treatment, and permission for the RCSD to receive and use information from the OSD
- The program will leave the space provided for use in the same or better condition than found at the start of the program hours
- The program will lead the distribution of a super snack that conforms to nutrition standards as established by the district's Child Nutrition Services
- The program will provide a safe physical and emotional environment and opportunities for relationship-building and promote active student engagement
- The program will provide opportunities for community engagement through events and activities through the City of Oxnard such as Fun Fest, RockN2Sports, and other seasonal events.
- The program will provide a 9 hour day on 30 non-School Days.
- The program will work with enrichment agencies to deliver a the program to students.

Program Schedule

4 Rotation Schedule (sample that may be adjusted to meet the needs of the program)

210		Monday	Tuesday	Thursday	Friday
Minutes	Time	Block Schedule Group 1	Block Schedule Group 2	Block Schedule Group 4	Block Schedule Group 5
15	2:30-2:45 pm	**Snack**			
40	2:50-3:30pm	(Group 2) **Rec**	(Group 1) **Rec**	(Group 3) **Rec**	(Group 4) **Rec**
		(Group 3) **Art**	(Group 3) **Art**	(Group 2) **Art**	(Group 3) **Art**
		(Group 4) **Literacy**	(Group 4) **Literacy - Homework**	(Group 1) **Literacy - Homework**	(Group 1) **Literacy**
		(Group 5) **Math - Homework**	(Group 5) **Math**	(Group 5) **Math**	(Group 2) **Math**
40	3:35-4:15 pm	(Group 3) **Rec**	(Group 3) **Rec**	(Group 2) **Rec**	(Group 2) **Rec**
		(Group 4) **Art**	(Group 4) **Art**	(Group 3) **Art**	(Group 4) **Art**
		(Group 5) **Literacy**	(Group 5) **Literacy - Homework**	(Group 5) **Literacy - Homework**	(Group 3) **Literacy**
		(Group 2) **Math - Homework**	(Group 2) **Math**	(Group 1) **Math**	(Group 1) **Math**
	4:15	Early Release Window			
40	4:20-5:00pm	(Group 4) **Rec**	(Group 4) **Rec**	(Group 5) **Rec**	(Group 3) **Rec**
		(Group 5) **Art**	(Group 5) **Art**	(Group 1) **Art**	(Group 1) **Art**
		(Group 2) **Literacy**	(Group 1) **Literacy - Homework**	(Group 3) **Literacy - Homework**	(Group 2) **Literacy**
		(Group 3) **Math - Homework**	(Group 3) **Math/Literacy (Scholars)**	(Group 2) **Math - Homework**	(Group 4) **Math/Literacy (Scholars)**
40	5:05 -5:45 pm	(Group 5) **Rec**	(Group 5) **Rec**	(Group 1) **Rec**	(Group 1) **Rec**
		(Group 2) **Art**	(Group 1) **Art**	(Group 5) **Art**	(Group 2) **Art**
		(Group 3) **Literacy**	(Group 3) **Literacy - Homework**	(Group 2) **Literacy - Homework**	(Group 4) **Literacy**
		(Group 4) **Math - Homework**	(Group 4) **Math**	(Group 3) **Math**	(Group 3) **Math**
15	5:45-6:00 pm	Sign Out/Board Games/Homework			

Block Schedule for Engineering

Minutes	Time	Block Schedule Group 1	Block Schedule Group 2	Block Schedule Group 4	Block Schedule Group 5
15	2:30-2:45 pm	**Snack**			
40	2:50-3:30pm	**Homework**	**Homework**	**Homework**	**Homework**
40	3:35-4:15 pm	**Recreation**	**Recreation**	**Recreation**	**Recreation**
	4:15	Early Release Window			
40	4:20-5:00pm	**Engineering**	**Engineering**	**Engineering**	**Engineering**
40	5:05 -5:45 pm				
15	5:45-6:00 pm	Sign Out/Board Games/Homework			

Block Schedule for 6th-8th grade instruction at K-8 Schools

Minutes	Time	6th-8th Grade Block Schedule			
15	2:34-2:50 pm	Snack			
40	2:55-3:35pm	**Homework**	**Homework**	**Homework**	**Homework**
40	3:35-4:15 pm	**Recreation**	**Recreation**	**Recreation**	**Recreation**
	4:15	Early Release Window			
40	4:20-5:00pm	**YDC**	**Engineering**	**Engineering**	**YDC**
40	5:05 -5:45 pm	**Art**	**Art**	**Art**	**Art**
15	5:45-6:00 pm	Sign Out/Board Games/Homework			

EXAMPLES OF RELEVANT PROJECTS

2011-Present Students and Schools Served

For the past 12+ years, RCSD has provided after school programs through the Oxnard Scholars After School Program for 17 elementary and 3 middle schools serving students in grades 1st-8th. Additionally, the program has developed and coordinated the athletic program at the 3 middle schools as an after school program that has increased attendance and this year has expanded to all 20 school sites, serving grades 3-8. Overall, the RCSD supports the enrichment and development of approximately 2,200 students daily.

2011-2024 Schools Served

School	Address	Principal	Telephone
Brekke	1400 Martin Luther King Jr Drive Oxnard, CA 93030	Cheri Scripter	805-385-1521
Cesar Chavez	301 North Marquita Street Oxnard, CA 93030	Bertha Anguiano	805-385-1524
Curren	1101 North F Street Oxnard, CA 93030	Pablo Ordaz	805-385-1527
Driffill	910 South E Street Oxnard, CA 93030	Javier Tapia	805-385-1530
Elm	450 East Elm Street Oxnard, CA 93033	Christina Fernandez	805-385-1533
Frank	701 North Juanita Avenue Oxnard, CA 93030	Tyler Higa	805-385-1536
Fremont	1130 North M Street Oxnard, CA 93030	David De Los Santos	805-385-1539
Harrington	451 E.Olive Street Oxnard, CA, 93033	Rosaura Castellanos	805-385-1542
Kamala	634 West Kamala Street Oxnard, CA 93033	Brian Blevins	805-385-1548
Lemonwood	2001 San Mateo Place Oxnard, CA 93033	Allison Cordes	805-385-1551
Dr. Manuel M. Lopez	647 West Hill Street Oxnard, CA 93033	Genaro Magana	805-385-1545
Marina West	2501 Carob Street Oxnard, CA 93035	Elva Gonzales-Nares	805-385-1554
Marshall	2900 Thurgood Marshall Drive Oxnard, CA 93036	Chantal Anderson-Witherspoon	805-385-1557
McAuliffe	3300 West Via Marina Avenue Oxnard, CA 93035	Lynn Ebora	805-385-1560
McKinna	1600 South N. Street Oxnard, CA 93033	Erika Ragan	805-385-1563

Ramona	804 Cooper Road Oxnard, CA 93030	Christina Huizar	805-385-1569
Ritchen	2200 Cabrillo Way Oxnard, CA 93030	Nauman Zaidi	805-385-1572
Rose Avenue	220 S. Driskill Street Oxnard, CA 93030	Diana Perez	805-385-1575
Sierra Linda	2201 Jasmine Street Oxnard, CA 93036	Jorge Mares	805-385-1581
Juan Soria	3101 Dunkirk Drive Oxnard, CA 93035	Amanda Kemp	805-385-1584

Program Administration

- Danaly Perez, Cultural and Recreation Services Supervisor (17 years experience)
- Olga Zavala, Cultural and Recreation Services Analyst (15 years experience)
- Ana Marquez, Cultural and Recreation Services Analyst (8 years experience)
- Candidate #3, Cultural and Recreation Services Analyst (years

INSURANCE INFORMATION

The RCSD is self-insured under the provisions of California Law.

EQUAL OPPORTUNITY

Equal Opportunity Employer

The RCSD upholds the equal employer expectations as stated by the Human Resources department for the City of Oxnard. The RCSD is an Equal Opportunity Employer and welcomes applications from all qualified applicants. Oxnard does not discriminate based on race, color, religion, sex, national origin, age, marital status, medical condition, disability, or sexual orientation. Oxnard makes reasonable accommodations for the disabled. If you require special arrangements to participate in the recruitment process, you must inform the Human Resources Department in writing no later than the final filing deadline. Applicants requesting such accommodation must document their request by explaining the type and extent of accommodation required.

Estimated Cost to Deliver Programming:

Temp Labor Staff	$1,522,199.00
Permanent Staff	$ 2,280,000.00
Sports Program	$ 520,000.00
Fixed Cost	$ 82,801.00
Operating	$ 185,000.00
	$4,590,000.00

EXHIBIT A-0
SCOPE OF SERVICES

PART I: LEAD AGENCY

A. Definition of Lead Agency. The "Lead Agency" is responsible for providing daily after-school programming for the 180 schools days and 30 non-school days within each academic school year of the Contract as required by funding. The Lead Agency works with the program from school dismissal until closing time. The Lead Agency provides management, oversight, and coordination of all after-school programs, including recruitment, enrollment, and programming provided by Enrichment Agencies.

B. Lead Agency Responsibilities. The Lead Agency will perform the Services in accordance with the Contract and specifically agrees to perform the Services in accordance with the following requirements.

1. Enrollment.

a. Provide staffing to support program enrollment activities, including, but not limited to, school-site coordination, classroom and school-wide presentations/recruitment activities, documentation of active participants and maintenance of wait lists, communication with school site administration and families on up-to-date acceptance and wait lists.
b. Provide ongoing enrollment support for enrichment bursts and special events, including, but not limited to, recruitment activities, open house, showcases, back to school nights, *etc*.
c. Prior to students participating in the Program, obtain signed copies of all enrollment forms required by the District and any additional forms required by the Lead Agency and provide copies of all such enrollment forms to the District. The District's current required enrollment forms are included as Attachment A.

2. Five-Day Week and Enrichment Burst Program Attendance.

a. For daily five-day week program, elementary students should participate every day the program operates.
b. For daily five-day week program, intermediate students should participate a minimum of nine hours and three days per week.
c. For enrichment bursts, students should participate according to the schedule for the activity.
d. The Lead Agency will make good faith efforts to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
e. The Lead Agency will take daily attendance to ensure student safety and attendance.

f. Early release waivers will be used for all students recurring late start or early program release (*e.g.*, late start for tutoring and early release for catechism or sports).

g. Students who leave the program early with an excused reason (*e.g.*, sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.

h. The Lead Agency shall agree to meet the minimum attendance required by the ELOP, ASES, and 21st CCLC Grants, as applicable.

i. The Lead Agency shall maintain enrollment documents for the daily five day a week program and enrichment bursts.

3. **Assurances.** The Lead Agency assures, warrants to the District, and agrees that in the performance of the Contract, the Lead Agency shall:

a. Provide an academic and enrichment after school program in each grant funded school and ensure there are comprehensive and holistic program offerings available for all program participants;

b. Plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector;

c. Staff all activities not to exceed a 10:1 ratio for all TK and K students and 20:1 ratio for Grades 1-8;

d. Provide payroll services for Lead Agency employees;

e. Operate each program from the end of the school day until 6:00 p.m. or a minimum of 3 hours, whichever is later, every regular school day;

f. When agreed upon and coordinated between Lead Agency and District, provide a program for non-school calendar days (*i.e.*, weekends, days, vacations);

g. Lead Agency will provide services for 30 non-school days for a minimum of 9 hours per day;

h. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education – After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM);

i. Assist and maintain organized information for FPM at each site, and submit documentation to the District quarterly;

j. Ensure all food offered to students conforms to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Q – Food Services module.

4. Non-School-Day Activities.

a. 30 non-school days are required by the ELOP Program.
b. Program shall be open for a minimum of 9 hours.
c. Transportation shall be provided if program offered off site.
d. Field trips and/or any off-site activities shall follow all guidelines of a field trip as outlined in Exhibit A-1.
e. 2024-2025 Non-School-Day Schedules (subject to change)
   i. Summer: July 1-26, 2024 (pack out on July 29, 2024)
   ii. Winter Break: January 6-10, 2025
   iii. Spring Break: April 7-18, 2025

5. Trainings.

a. Lead Agency shall ensure that each and every staff person of the Lead Agency (not including those of any Enrichment Agency), as a prerequisite to and precondition of such staff person providing services to the District, has been trained in the following topics:

   i. Mandated reporting
   ii. Anti-harassment
   iii. Sexual misconduct prevention
   iv. Bullying prevention
   v. Discrimination prevention
   vi. Suicide awareness and reporting
   vii. Classroom management
   viii. Social and emotional supports
   ix. Quality standards for expanded learning
   x. Emergency preparedness

   For avoidance of doubt, no Lead Agency staff person shall provide any services to the District unless and until such staff person has been trained in the foregoing topics.

b. Additionally, Lead Agency shall ensure that each and every staff person of the Lead Agency (not including those of any Enrichment Agency), as a prerequisite to and precondition of such staff person providing services to the District, has been certified in:

   i. First aid, automated external defibrillator [AED], and CPR, including epinephrine administration (American Red Cross equivalent)

For avoidance of doubt, no Lead Agency staff person shall provide any services to the District unless and until such staff person has been certified in first aid, AED, and CPR.

c. Lead Agency shall ensure that all staff attend:

i. Five (5) all staff trainings on the following dates (which are subject to change): August 12 & 13, 2024; October 14, 2024; November 1, 2024; January 10, 2025 and March 3, 2025.

ii. Quarterly professional development provided by District and Lead Agency on the topics such as team building, emergency procedures, positive behavior intervention support, English learner strategies, social and emotional awareness and learning, school safety, Common Core State Standards, grade level pedagogy, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.

iii. Site team meetings 1 hour every two weeks.

6. Professional Development.

a. Lead Agency – Management Only:

i. Attend Region 8 Program Directors and Network Meetings on a quarterly basis.

b. Lead Agency – All Staff (inclusive of owners, managers, and site-level staff):

i. Participate in quarterly professional development provided by District and Lead Agency on the topics of Positive Behavior Intervention Support, English Learner Strategies, technology, Depth of Knowledge and inquiry strategies, Common Core State Standards, Smarter Balanced Assessment Consortium, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.

7. Curriculum and Activity Design.

a. The Lead Agency is responsible for developing all activities, including curriculum, consumable and non-consumable materials, and timelines, all in alignment with District goals, priorities, and applicable grant requirements. The Lead Agency must send its syllabi to the District in advance on a monthly basis.

b. When agreed upon in writing in advance, the District may provide the Lead Agency with curriculum training that meets the needs of the District. If the District will provide the training, then it will be as follows.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Meetings will be a minimum of two hours. Lead Agency and District will coordinate trainings.

i. Professional Development – Math staff, Literacy

Participate in two full day trainings before the start of school conducted by District-approved provider as per agreement with District.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.

ii. Professional Development – Literacy
Participate in two full day trainings before the start of school conducted by District-approved provider as per agreement with District.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.

iii. Professional Development – Arts/Special Enrichment staff

Participate in monthly trainings offered by District, District-approved provider, and/or Service Provider. Training will be between 2 and 4 hours a session.

Provide enrichment that meets the goals as stated in the District After School Education and Safety Program Plan.

iv. Professional Development – Physical Fitness/Recreation Staff

Participate in monthly trainings as offered by the Service Provider.

Training topics include, but are not limited to, physical fitness, self-esteem, and nutrition.

PART II: ENRICHMENT AGENCY

A. Enrichment Agency. Each "Enrichment Agency" will provide specific types of enrichment programs (e.g., arts, robotics, or sports) in accordance with its area of expertise. An Enrichment

Agency may provide such enrichment activities for a limited period of time (such as Tuesday and Thursday afternoons, or on non-school days during winter, spring, or summer breaks, during the full fiscal year).

B. Enrichment Agency Responsibilities. The Enrichment Agency will perform the Services in accordance with the Contract and specifically agrees to perform the Services in accordance with the following requirements.

1. Enrollment.

a. Provide ongoing enrollment support for enrichment bursts and special events, including, but not limited to, recruitment activities, open house, showcases, back to school nights, *etc*.

b. Prior to students participating in the Program, obtain signed copies of all enrollment forms required by the District and any additional forms required by the Lead Agency and provide copies of all such enrollment forms to the District. The District's current enrollment forms are included as Attachment A.

2. Five-Day Week and Enrichment Burst Program Attendance.

a. For daily five-day week program, elementary students should participate every day the program operates.

b. For daily five-day week program, intermediate students should participate a minimum of nine hours and three days per week.

c. For enrichment bursts, students should participate according to the schedule for the activity.

d. The Enrichment Agency will make good faith efforts to maintain consistency of attendance with the intent to reduce the turnover in enrollment.

e. The Enrichment Agency will take daily attendance to ensure student safety and attendance.

f. Early release waivers will be used for all students recurring late start or early program release (*e.g.*, late start for tutoring and early release for catechism or sports).

g. Students who leave the program early with an excused reason (*e.g.*, sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.

h. The Enrichment Agency shall agree to meet the minimum attendance required by the ELOP, ASES, and 21st CCLC Grants, as applicable.

i. The Enrichment Agency shall maintain enrollment documents for the enrichment bursts.

3. Assurances. The Enrichment Agency assures, warrants to the District, and agrees that in the performance of the Contract, the Enrichment Agency shall:

a. Provide an academic and enrichment after school program in each grant funded school and ensure there are comprehensive and holistic program offerings available for all program participants;
b. Plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector;
c. Staff all activities not to exceed a 10:1 ratio for all T-K and K students and 20:1 ratio for Grades 1-8;
d. Provide payroll services for Enrichment Agency employees;
e. Operate each program from the end of the school day until 6:00 p.m. or a minimum of 3 hours, whichever is later, every regular school day;
f. When agreed upon and coordinated between Enrichment Agency and District, provide a program for non-school calendar days (*i.e.*, weekends, days, vacations);
g. Enrichment Agency may provide services for 30 non-school days for a minimum of 9 hours per day;
h. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education – After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM);
i. Assist and maintain organized information for FPM at each site, and submit documentation to the District quarterly;
j. Ensure all food offered to students conforms to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Q – Food Services module.

4. Non-School-Day Activities.

a. 30 non-School Days are required by the ELOP Program.
b. Program shall be open for a minimum of 9 hours.
c. Transportation shall be provided if program offered off site.
d. Field trips and/or any off-site activities shall follow all guidelines of a field trip as outlined in Exhibit A-1.
e. 2024-2025 Non-School-Day Schedules (subject to change)
    i. Summer: July 1-26, 2024 (pack out on July 29, 2024)
    ii. Winter Break: January 6-10, 2025
    iii. Spring Break: April 7-18, 2025

5. Trainings.

a. Enrichment Agency shall ensure each and every staff person, as a prerequisite to and precondition of such staff person providing services to the District, has been trained in the following topics:

i. Mandated reporting
ii. Anti-harassment
iii. Sexual misconduct prevention
iv. Bullying prevention
v. Discrimination prevention
vi. Suicide awareness and reporting
vii. Classroom management
viii. Social and emotional supports
ix. Quality standards for expanded earning
x. Emergency preparedness

All Enrichment Agency staff providing services to the District must take the District's training courses, which are available through an online training management system, for each of the above topics.

For avoidance of doubt, no Enrichment Agency staff person (including volunteers) shall provide any services to the District unless and until such staff person has been trained in the foregoing topics.

b. Additionally, Enrichment Agency shall ensure that each and every staff person, as a prerequisite to and precondition of such staff person providing services to the District, has been certified in:

i. First aid, AED and CPR, including epinephrine administration, equivalent to American Red Cross

For avoidance of doubt, no Enrichment Agency staff person shall provide any services to the District unless and until such staff person has been certified in first aid, AED and CPR.

c. Enrichment Agency shall ensure that all staff attend:

i. Five (5) all staff trainings on the following dates (which are subject to change): August 12 & 13, 2024; October 14, 2024; November 1, 2024; January 10, 2025 and March 3, 2025.
ii. Quarterly professional development provided by District, Lead Agency, and Enrichment Agency on the topics such as team building, emergency procedures, positive behavior intervention support, English learner strategies, social and emotional awareness and learning, school safety, Common Core State Standards, grade

level pedagogy, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.

iii. Site team meetings 1 hour every two weeks.

6. Curriculum and Activity Design.

a. The Enrichment Agency is responsible for developing all its enrichment activities, including curriculum, consumable and non-consumable material, and timelines, all in alignment with District goals, priorities, and applicable grant requirements. The Enrichment Agency must send its syllabi to the District in advance on a monthly basis.

b. When agreed upon in writing in advance, the District may provide the Enrichment Agency with curriculum training that meets the needs of the District.

PART III: HUMAN RESOURCES (HR)/RISK MANAGEMENT

The Lead Agency and each Enrichment Agency must comply with the following risk management requirements.

A. Provide background clearance through the police department and TB clearance pursuant to Education Code sections 8483.4, 8484.75 and 49406(a) and provide monthly reports of all employees who have received clearance for employment.
B. Provide a copy of insurance documents, which verify coverage for District.
C. Clear outside contractors and events through the District HR Department. This shall occur at least 30 days prior to service or event.
D. Clear all activities and enrichment courses, including flyers and advertisements, through District Risk Management Department and District Administration to ensure proper safety procedures are in place according to District timelines. This shall occur at least 30 days prior to service or event.
E. Clear all fundraisers through District Risk Management Department and District Administration to ensure compliance with Board Policies. This shall occur at least 30 days prior to service or event.
F. Participate in school-wide emergency drills and learn the protective procedures at each school site.

PART IV: MISCELLANEOUS SERVICE PROVIDER RESPONSIBILITIES

The Lead Agency and each Enrichment Agency must comply with the following responsibilities:

A. Report attendance and activities weekly by Wednesday of each week for the previous week.
B. Work with District to establish and maintain partnerships with community agencies.

C. Provide student learning and enrichment materials above and beyond materials already purchased by District.
D. Participate in collaboration activities with other participating organizations.
E. Vacate learning areas within each school in the same or better conditions as they were found.
F. Include the Common Core State Standards and strategies for English Learners and Special Education students in lessons.
G. Include feedback from the after-school administrator and site principal when evaluating employees.
H. Meet weekly with District administrator.
I. Provide documentation of matching funds.
J. Operate the Program in accordance with the conditions set forth in this Exhibit A-0, Exhibit A-1, and Exhibit A-3.
K. Operate the Program in accordance with the conditions set forth in Exhibit A-2, if applicable.
L. Report any unsafe physical conditions of the facilities or grounds in the after-school activity areas to the District program administration immediately.
M. Comply with all applicable District Board of Trustee policies, including, but not limited to, the District's policies regarding tobacco-free schools, firearms on school grounds, drug and alcohol-free workplace, and dress and grooming.

PART V: DISTRICT RESPONSIBILITIES

The District agrees to:

A. Provide consistent, adequate, and safe space for after school groups and activities after school each day in the schools with Core Grants (including classrooms, cafeteria, restrooms, and playground);
B. Provide a District administrator to coordinate and collaborate with the Lead Agency's and Enrichment Agency's program coordinator;
C. Provide a staff member to help create an academic link between the after-school program and the regular school day—reporting language arts and math assessment results to the after-school program and reporting the after-school results to the regular classroom teachers;
D. Provide professional development to aid in the aligning the after-school program with the regular school day (math, literacy, arts/special enrichment, and physical fitness and nutrition);
E. Provide consistent access to campus classrooms and necessary facilities;
F. Provide daily nutritional snack and/or meal through the federal free and reduced lunch program;
G. Provide daily custodial services;
H. Submit required attendance, fiscal and evaluation reports to the State of California;
I. Provide office space/station with access to phone, computer, printer, and internet access;
J. Provide Access to Q to mark attendance;

K. Notwithstanding Lead Agency's and Enrichment Agency's obligations contained in Exhibit A-3, administer medication to students participating in Program in compliance with federal and California law;
L. Perform those actions set forth in Exhibit A-3.

PART VI: TANGIBLE WORK PRODUCTS

As part of the Services, Lead Agency and Enrichment Agency will prepare and deliver the following tangible work products to District:

A. Certificates of insurance and additional insured endorsements for 2024-2025, as described in Exhibit C, or a letter evidencing participation in an alternative risk management program, including participation with other public agencies in mutual, cooperative, or risk management programs available through joint exercise of powers agencies, to the extent that such alternative risk management program affords reasonable coverage for the risks contemplated hereunder giving consideration to similar programs or plans adopted by public entities in the State of California;
B. Evidence that employees meet the qualifications of a paraeducator as defined by District;
C. Monthly employee list certifying all employees have cleared TB and fingerprint screenings and complied with all training requirements;
D. Weekly attendance and activity reports;
E. Food Service Reimbursable Snack Logs and Q Meal Summary electronic report which meet the requirements of the federal free and reduced lunch program;
F. Evidence that Lead Agency and Enrichment Agency employees and volunteers have complied with the professional development and training requirements required by this Agreement.
G. Copies of all enrollment forms for each student participating in the Program.

PART VIII: PERSONNEL

Lead Agency and Enrichment Agency shall provide a staff roster prior to the commencement of Services and anytime that there is an update in staff.

PART IX: SUBCONTRACTORS

Lead Agency and Enrichment Agency will utilize the following subcontractors to accomplish the Services (check one):

☐ None.

☐ See attached list.

PART X: AMENDMENTS

The Scope of Services, including services, work product, and personnel, are subject to change by mutual agreement. In the absence of mutual agreement regarding the need to change any aspects of performance, Lead Agency and Enrichment Agency shall comply with the Scope of Services as indicated above.

EXHIBIT A-1

For the purposes of this Exhibit A-1, Lead Agency and Enrichment Agency are referred to as "Service Provider," and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider agrees to operate the after- school program (the "Program") in accordance with the following general provisions:

1. Field Trips. Service Provider may offer Program field trips, provided that Service Provider obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Service Provider shall use the District's then-current permission, release, and waiver forms. The District's presently existing forms are included as Attachment A. All field trip transportation requires advance authorization by the District.

2. Parent/Guardian Visits: To the extent allowed by applicable law, Service Provider shall provide for reasonable parent/guardian access to District facilities being used by Service Provider during the Program. Service Provider shall ensure that parent/guardian visits are in accordance with any applicable court orders.

3. Late Pick Up Policy: Service Provider shall develop a reasonable late pick-up policy. The policy must be in writing and approved in advance by District. If Service Provider fails to provide a late pick-up policy, the following policy shall apply. If a student has not been picked up by an authorized adult within ten (10) minutes after the Program closing time, Service Provider's staff shall call the emergency contacts for that student. If Service Provider's staff person has not been able to reach the student's authorized adult within twenty (20) minutes past closing time, Service Provider shall contact the Program director, the police, and social services for assistance. Service Provider is fully responsible for properly implementing the policy. Irrespective of whether Service Provider develops and implements an approved late pick-up policy or adopts the policy set forth herein, Service Provider warrants that at least two (2) staff persons will remain present at closing time to supervise the students until the last child is in the custody of an authorized adult, or, if necessary, the police and social services. For avoidance of doubt, (a) the Lead Agency shall maintain primary responsibility for compliance with the late pick up policy, (b) a Lead Agency staff person shall remain on-site to comply with the late pick up policy, and (c) the Lead Agency may require an Enrichment Agency staff person to remain on site as the second staff person.

4. Reportable Incidents:

   a. Service Provider shall immediately notify the District by telephone of any heath- or safety-related issues, including, but not limited to, the death of a child from any cause; any injury to a child that requires medical treatment; any unusual

incident or child absence that threatens the physical or emotional health or safety of a child; any suspected child abuse or neglect; epidemic outbreaks, poisonings; fires or explosions that occur in or on the premises; exposure to toxic substances; an arrest of the Service Provider's employee; any issues involving criminal background clearances for employees; any building safety issues. The Service Provider shall provide a written report of the incident to the District within 24 hours of the event.

b. If Service Provider becomes aware of circumstances indicating the actuality or possibility of mandated reporting (including but not limited to, allegations of physical, emotional, or sexual abuse, or allegations of neglect), involving any student in the Program, then Service Provider shall comply with all mandated reporting requirements under California law. Service Provider shall inform District immediately by telephone and shall also provide a written report of the circumstances to District within twenty-four (24) hours of becoming aware of the circumstances. Service Provider assures District that all Service Provider staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures under California law.

5. Disasters/Emergencies:

a. Service Provider shall develop a reasonable disaster/emergency policy. The policy must be in writing and approved in advance by District. If Service Provider fails to provide a reasonable disaster/emergency policy, the District's emergency/disaster policy shall apply. Service Provider is fully responsible for properly implementing the policy, including but not limited to ensuring that all staff members at each site are appropriately trained in the policy, maintaining at least two (2) staff members at each site who are CPR trained, and confirming that staff members are properly instructed to access disaster preparedness kits.

b. Additionally, Service Provider acknowledges, understands, and agrees that in the event of any natural, manmade, or war-caused disaster or emergency, District's employees are declared "disaster service workers" tasked with performing such disaster service activities as may be assigned to them by their superiors or by law. Further, Service Provider acknowledges, understands, and agrees that any such disaster or emergency occurs during the Program, the Service Provider's on-site staff shall be required to remain on the premises to assist District employees and any other disaster service workers in the protection of lives and property until such time that the Service Provider's staff is relieved from duty by the District or replaced by another Service Provider staff person.

6. Unauthorized Persons: In the event that Service Provider's staff discovers that any unauthorized person (including but not limited to minors who are not enrolled in the Program and not otherwise entitled to be on District property; unauthorized adults, including parents who are forbidden by court order from accessing students;

and any other trespassers) is on District's property during the operation of the Program, Service Provider's staff shall take immediate action to ensure the safety of all Program students, including, as necessary, seeking assistance from local authorities. Service Provider's staff shall immediately notify program management at District of the incident and provide a written report of the incident to District within twenty-four (24) hours.

7. District Facilities and Equipment: Service Provider's use of District facilities and equipment shall be limited to those uses reasonably necessary for the operation of the Program. Service Provider shall use District's facilities and equipment with care, leaving each space clean and organized at the end of each Program day. Service Provider shall not permit any third parties not affiliated with the Program to use District's facilities and equipment. Service Provider shall, at its own cost and expense, replace or repair any District facilities or equipment damaged by Program staff or participants, or third parties that Service Provider permitted to use the facilities or equipment. Service Provider shall not make or allow any alterations, installations, additions, maintenance, or improvements in or to District facilities without District's prior written consent, which may be withheld in District's sole discretion. If District approves a request, Service Provider may perform the work at its sole cost and expense and the improvement, maintenance or other agreed-upon service on District property shall immediately become the property of District.

EXHIBIT A-2
SPORTS – HEALTH AND SAFETY

For the purposes of this Exhibit A-2, Lead Agency and Enrichment Agency are referred to as "Service Provider," and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider agrees to operate any and all sports within the Program in accordance with the following provisions.

1. General Requirements for Service Provider's Program Coaches.

a. Satisfaction of Program staff requirements. Service Provider agrees that its coaches, paid and unpaid, shall satisfy the requirements for all Program staff, including, but not limited to, requirements pertaining to employee qualifications, experience, and background checks.

b. Additional requirements. Service Provider further agrees that, prior to coaching a Program sport, its coaches shall have training that includes development of coaching philosophies consistent with District goals; basic knowledge of sport psychology, pedagogy, physiology, and management; training in CPR, AED, and first aid; and general information about statewide rules and regulations regarding, at minimum, eligibility, equity, and discrimination. Moreover, as set forth in more detail below, Service Provider's coaches shall receive training in specific health and safety issues, including, but not limited to, concussion, sudden cardiac arrest, heat illness, methicillin-resistant staph aureus, performance enhancement drugs, and event emergencies. Service Provider shall have satisfied these requirements if Service Provider provides its coaches with the information provided in the exhibits to this Agreement and any additional information provided by District to Service Provider.

2. General Requirements for Student Eligibility in Program Sports.

a. Medical clearance. Service Provider shall ensure that, prior to trying out for, practicing for, and participating in a Program sport, every student obtains a medical clearance from a health care provider (i.e., a medical doctor [MD], doctor of osteopathy [DO], nurse practitioner [NP] or physician assistant [PA]) who is fully licensed in the State of California. The medical clearance shall be pursuant to a physical exam with medical history, which includes, but is not limited to, review of any previous heat illness, cardiac disease, sickle cell trait, medication and supplement use, and type of training activities. Service Provider may provide students with or otherwise require students to utilize the Preparticipation Physical Evaluation form and accompanying Clearance form, prepared by the California Interscholastic Federation ("CIF"), and attached hereto as Exhibit A-2(i) (or any updated forms). Within 48 hours of collecting any medical clearance, Service Provider shall provide such medical clearance form(s) to District. For avoidance of doubt, Service Provider shall not be responsible for the accuracy, sufficiency, or completeness of any medical clearance document(s) required by District pursuant to this section. However, Service Provider shall ensure that such medical clearance forms are completed by health care providers who designate themselves as an MD, DO, NP, or PA.

b. Adherence to recommendations. Service Provider agrees to require its coaches to review and abide by any and all medical restrictions and recommendations listed in each student's medical clearance form. Service Provider acknowledges that a student's medical clearance may be rescinded or altered by the health care provider due to changed conditions, in which event Service Provider agrees to be bound by the revised restrictions or recommendations.

c. Current illness or injury. For the health and safety of all Program participants, Service Provider shall permit any student who is reasonably known or observed to have an active febrile or gastrointestinal illness to participate in Program sports until such time the affected student has recovered from the illness and provided Service Provider with a written medical clearance. Service Provider shall not permit any student who is reasonably known or observed to have an injury (except minor injuries, such as minor cuts or abrasions) to participate in Program sports without written medical clearance.

d. Sign In and Sign Out Sheet. Service Provider must provide a sign-in and sign-out sheet for all Program sports activities, including tryouts, practices, and games, that includes, at minimum, the date, student's name, time of sign-in and time of sign-out, and name of authorized adult who signed out the student. All students and/or guardians must use the sheet to sign in and out of all Program sports.

e. Off-site Sports Activities. Service Provider may offer off-site sports activities, provided that Service Provider obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Service Provider shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of "any involved municipalities or public entities and their respective agents and employees."

3. Concussions.

Service Provider agrees to adhere to the following standards regarding concussions and serious head injuries.

a. Coaches – requirements prior to coaching

i. As a prerequisite to coaching any Program sport, Service Provider's coaches shall receive training on concussions and provide proof of such training to Service Provider. The training can be completed through the free, online course "Concussions in Sports" (or any updated course) which is available through the National Federation of State High School Associations website. As proof of training, Service Provider's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Service Provider.

ii. Service Provider's coaches shall receive concussion training at least once a year.

iii. Service Provider shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide a copy to District.

b. Students – requirements prior to participation.

i. As a prerequisite to a student beginning practice or competition in any Program sports activity, the student and the student's parent or guardian shall review and sign a concussion and head injury information sheet. Service Provider shall provide the concussion and head injury information sheet, the form and content of which shall be subject to District's prior approval. Service Provider may use the "Concussion Information Sheet" prepared by CIF, which is attached hereto in English and Spanish as Exhibits A-2(ii) and A-2(iii), respectively (or any updated forms).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Service Provider shall make two (2) copies of each signed concussion information sheet. Service Provider shall return the first copy to the student's parent or guardian. Service Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

c. Coaches – requirements if student may have sustained concussion.

i. Service Provider shall immediately remove from competition, whether in practice or a game, any student who is suspected of sustaining a concussion or head injury, and seek emergency medical attention for the student.

ii. Service Provider shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

d. Students – requirements for participation after suspected concussion.

i. A student who has been removed from play due to a suspected concussion or head injury may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of concussions, and (B) received written medical clearance to return to play from that health care provider. Service Provider may request that students use the Acute Concussion Evaluation form, attached hereto as Exhibit A-2(iv).

ii. In no event shall a student return to practice or competition in a Program sport on the same day that the student was suspected of sustaining or having a concussion or other head injury.

iii. Subsequent to the student's suspected head injury, Service Provider agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of a concussion or other head injury.

iv. Service Provider agrees to maintain copies of any written medical clearances pertaining to a suspected concussion or other head injury for a period of at least three (3) years, and, upon District's request, provide the copies to District.

4. Sudden Cardiac Arrest ("SCA").

Service Provider agrees to adhere to the following standards regarding SCA, which is the sudden and unexpected loss of heart function and among the leading causes of death for student athletes.

a. Coaches – requirements prior to coaching

i. As a prerequisite to coaching any Program sport, Service Provider's coaches shall receive training on SCA and provide proof of such training to Service Provider. The training can be completed through the free, online course "Cardiac Wise" (or any updated course), which is available through the CIF website. As proof of training, Service Provider's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Service Provider.

ii. Service Provider's coaches shall receive SCA training at least once a year.

iii. Service Provider shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide the copies to District.

b. Students – requirements prior to participation.

i. As a prerequisite to a student beginning practice or competition in any Program sport, the student and the student's parent or guardian shall review and sign an SCA information sheet. Service Provider shall provide the SCA information sheet, the form and content of which shall be subject to District's prior approval. Service Provider may use the SCA information sheet "Keep Their Heart in the Game – a sudden cardiac arrest information sheet for athletes and parents/guardians" prepared by CIF, a sample of which is attached as Exhibit A-2(v) (or any updated form).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Service Provider shall make two (2) copies of each signed information sheet. Service Provider shall return the first copy to the student's parent or guardian. Service

Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

c. Coaches – requirements if student faints.

i. Service Provider shall immediately remove from competition, whether in practice or a game, any student who exhibits fainting, which is the main warning sign of a potential heart condition. Service Provider shall then seek emergency medical attention for the student.

ii. Service Provider shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

d. Students – requirements for participation after suspected SCA event.

i. A student who has been removed from play due to a suspected SCA event may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of SCA, and (B) received written clearance to return to play from that health care provider.

ii. In no event shall a student return to practice or competition on the same day that the student was suspected of having an SCA event.

iii. Service Provider agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of SCA.

iv. Service Provider agrees to maintain copies of any written medical clearances, and, upon District's request, provide the copies to District.

5. Heat Illness.

Service Provider agrees to adhere to the following standards regarding heat illness.

a. Coaches – education about heat illness prevention. Service Provider agrees to require its coaches to obtain training about the prevention of heat illness in students participating in athletics at least once a year. The training may be completed through the free, online course "A Guide to Heat Acclimatization and Heat Illness Prevention" (or any updated course), which is available through the CIF website.

b. Preventative measures. Service Provider's coaches shall endeavor to decrease the likelihood of Program students suffering heat illness by taking preventative measures, including, but not limited to:

i. educating students participating in Program sports to arrive at practice or competition well-hydrated;

ii. instructing students to stay hydrated in between practices;

iii. educating students to avoid drinks which dehydrate the body (*e.g.*, drinks containing stimulants such as ephedrine or high amounts of caffeine);

iv. providing water or sports drinks to students during practice and competition, and providing students with water breaks at least every thirty (30) to forty-five (45) minutes;

v. allowing adequate rest breaks in the shade, and allowing students to remove unnecessary equipment during rest breaks;

vi. if applicable, gradually increasing the intensity and duration of exercise over a seven (7) to fourteen (14) day period in order to give students time to acclimate to practicing in the heat; and

vii. if applicable, introducing protective equipment in phases in order to give students time to acclimate (*e.g.,* start with helmet, progress to helmet and shoulder pads, and finally progress to full uniform).

6. Methicillin-Resistant Staph Aureus (MRSA).

Service Provider agrees to adhere to the following standards regarding MRSA (a type of staph infection that is resistant to many common antibiotics, and which, if left untreated, can be serious or deadly).

a. Coaches – education about MRSA. Service Provider shall take reasonable steps to ensure that its coaches are aware of the warning signs, risks, and treatment of MRSA. At minimum, Service Provider shall provide its coaches with a copy of the Sports Medicine Alert for Coaches about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vi), or any updated alert or information sheet.

b. Coaches – preventative measures. Service Provider shall require its coaches to adopt precautionary measures to decrease the risk of spreading MRSA, including, but not limited to, recommending that students shower with soap (at home or otherwise) as soon as possible after practices and competitions; instructing students not to share equipment, clothing, towels, or personal grooming items; recommending that students wash their uniforms or sportswear after each use; requiring students to cover all wounds, cuts, and abrasions, especially during practice and competition; and ensuring that all Program sports equipment surfaces (*e.g.*, benches, mats) are cleaned and disinfected on a daily basis, using supplies provided by District.

c. Coaches – duty to inform students and parents/guardians. Service Provider shall take reasonable steps to inform students participating in Program sports and their parents or guardians about the risks of MRSA, including, but not limited to, providing the students and their parents or guardians with the Sports Medicine Alert for Students, Parents and Guardians about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vii), or any updated alert or information sheet at least once a year.

7. Performance Enhancement Drugs.

Service Provider agrees to adhere to the following standards regarding performance enhancement drugs.

a. Service Provider development and implementation of policy. Service Provider shall adopt a policy prohibiting the use and abuse of steroids or other performance enhancement drugs, which policy is subject to District approval. Service Provider may adopt District's policy or use the Steroids Policy Form prepared by CIF and attached hereto as Exhibit A-2(viii) (or any updated form) as a reference in developing its own policy, the form and content of which shall be subject to District's prior approval.

b. Student and parent/guardian agreement about policy. The policy shall require that all students participating in Program sports and their parents or guardians to agree in writing that the student will not use performance enhancement drugs except with the written prescription of a licensed physician in order to treat a medical condition.

c. Annual update. Students and student parents/guardians shall complete a new performance enhancement drug agreement each year. Service Provider agrees to train its coaches on its District-approved performance enhancement drug policy at least once a year.

d. Copies of agreement. Service Provider shall make two (2) copies of each agreement about the drug enhancement policy. Service Provider shall return the first copy to the student's parent or guardian. Service Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

e. Applicability. At District's discretion, the requirements of this section, or any portion thereof, may be made applicable only to District's intermediate students (and thereby exempt in whole or part District's elementary students).

8. Event Emergency Guidelines.

a. Adoption of policy. Service Provider shall adopt an event emergency guideline protocol for all sporting events. The protocol shall be subject to District approval, which shall not be unreasonably withheld. Service Provider may adopt District's event emergency protocol or use the Event Emergency Guidelines prepared by CIF and attached hereto as Exhibit A-2(ix) (or any updated guidelines) as a reference in developing its own guidelines for District approval. The event emergency guideline protocol shall address, at minimum, and include protocols regarding specific threats, including, but not limited to, injuries, medical emergencies, fire, earthquake, severe weather, active shooters, other weapons, suspicious behavior, personnel harassment, missing child, abduction, controlled substances, assaults, and bomb threats.

b. Training regarding policy. Prior to implementing any Program sports activities, Service Provider must take reasonable steps to ensure that its coaches are informed about and well-versed in the District-approved event emergency policy.

c. Biennial review. If the Program is a multi-year program, Service Provider and District shall review and update the policy at least every two (2) years.

EXHIBIT A-3
ADMINISTRATION OF EPINEPHRINE AUTO-INJECTORS AND PROVISION OF EMERGENCY ASSISTANCE

For the purposes of this Exhibit A-3, Lead Agency and Enrichment Agency are referred to as "Service Provider," and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider and District agree to operate the Program in accordance with the following requirements. Service Provider shall not administer any medication not explicitly set forth herein.

1. Requirements for Administration of Epinephrine (Epi-pen).

a. Obligation to Administer Epinephrine; Authorized Individuals.

Pursuant to Education Code section 49414, District shall provide emergency epinephrine and auto-injectors to school nurses or trained personnel who have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction (*i.e.*, potentially life-threatening hypersensitivity to a substance). Service Provider shall designate those employees and/or volunteers that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Service Provider shall at all times maintain a designated employee and/or volunteer at all Program sites. Service Provider shall only allow its employees and/or volunteers who have received proper training as set forth below to administer an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction if a District nurse is not onsite and when a physician is not immediately available. Any employee and/or volunteer of Service Provider that administers an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction shall initiate emergency medical services or other appropriate medical follow up in accordance with the training materials that District retains onsite.

b. Training of Voluntary Service Provider Employees and Volunteers.

District shall provide all designated Service Provider employees and/or volunteers epinephrine training. All epinephrine training must be provided by a licensed physician or nurse and in compliance with the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, available online at http://www.cde.ca.gov/ls/he/hn/epiadmin.asp. The training shall cover at a minimum the information listed in the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, which includes (a) techniques for recognizing symptoms of anaphylaxis, (b) standards and procedures for the storage and emergency use of epinephrine auto-injectors, (c) emergency follow-up procedures, including calling 911 phone number and contacting, if possible, the student's parent/guardian and physician, and (d) instruction and certification in cardiopulmonary resuscitation. District warrants that it will provide training that complies with CDE guidelines and requirements. In the event of a conflict between the training

requirements set forth herein and in the CDE training standards, the requirements in the CDE training standards shall control. District shall retain all training materials at Program sites.

2. Epinephrine Prescriptions.

For each school site, District shall obtain from an authorizing physician and surgeon an epinephrine auto-injectors prescription that, at a minimum, includes for elementary schools, one regular epinephrine auto-injector and one junior epinephrine auto-injector, and for junior high schools and middle schools, if there are no pupils who require a junior epinephrine auto-injector, one regular epinephrine auto-injector. District shall be responsible for stocking the epinephrine auto-injector, restocking it if it is used and providing access to those employees and/or volunteers of Service Provider that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction. Service Provider shall promptly notify District no more than forty-eight (48) hours after any administration of an epinephrine auto-injector.

3. Requirements for the Provision of Emergency Assistance.

Service Provider shall at all times maintain an employee and/or volunteer at all Program sites to provide emergency assistance to any Program participant who is injured or suddenly becomes ill. Service Provider shall provide the necessary training in cardiopulmonary resuscitation (CPR), automated external defibrillator (AED) and first aid to its employees and/or volunteers who have volunteered to provide emergency assistance. Service Provider shall designate those employees and/or volunteers that have volunteered to provide emergency assistance and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Service Provider shall only allow its employees and/or volunteers who have received proper certification to provide emergency assistance. For purposes of this Agreement, "emergency assistance" shall include the provision of CPR in the event of cardiac arrest; use of an AED to analyze a person's heart rhythm and deliver an electrical shock to restore heartbeat; and the provision of other forms of first aid to respond to common first aid emergencies, including burns, cuts, and head, neck and back injuries. Any employee and/or volunteer of Service Provider that provides emergency assistance shall initiate emergency medical services or other appropriate medical follow up in accordance with their training.

4. Copies of Documents.

Service Provider shall maintain a copy of all health care documents and provide a copy of same to District.

☐ Not Project Related

☒ Project #24-12

EXHIBIT B
COMPENSATION

For purposes of this Exhibit B, Lead Agency and Enrichment Agency are referred to as "Service Provider," and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract.

I. The total compensation for Primary Services, including reimbursement for actual expenses, shall not exceed the amount set forth in the Agreement.

II. The total compensation for Additional Services, including reimbursement for actual expenses, shall not exceed the amount set forth in the Agreement.

III. Service Provider may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed the amount set forth in the Agreement.

IV. Within the grant amount, District will compensate Service Provider for Services performed upon submission of a valid invoice. Each invoice is to include:

A. Cover sheet with amount of current invoice, and totals subtracted from overall contract;
B. Monthly expenditure reports, including salaries for employees, supplies, trainings, and administrative costs, itemized by school site;
C. Monthly activity reports for each school, including trainings, lesson plans and examples of student work (Digital Format);
D. Certification that all employees, agents and contractors that will have contact with students and for whom a certification has not been previously provided: (1) have been properly fingerprinted, (2) have satisfied TB clearance, (3) are certified in first aid, AED, and CPR (including epinephrine administration), and (4) have been trained in mandated reporting; anti-harassment; sexual misconduct prevention; bullying prevention; discrimination prevention; suicide awareness and reporting; classroom management; social and emotional supports; quality standards for expanded learning; and emergency preparedness.
E. Line items for:
    1. All personnel, describing: the name of each staff person and the site where the staff person worked, the work performed, the days in the program and number of hours worked, and the hourly rate;
    2. All supplies properly charged to the Services;
    3. All travel properly charged to the Services;
    4. All equipment properly charged to the Services;
    5. All materials properly charged to the Services;
    6. All subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
F. Calculation of matching funds.

V. Notwithstanding anything to the contrary in this Exhibit or the Contract, equipment, supplies or other materials whose current market value exceeds $500 per item must be purchased through the District and will remain an asset of the District in accordance with Education Code section 35168.

END OF EXHIBIT B

EXHIBIT C
INSURANCE

For purposes of this Exhibit C, Lead Agency and Enrichment Agency are referred to as "Service Provider," and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract.

I. Insurance Requirements. Service Provider shall, at its sole cost and expense, provide and maintain insurance, acceptable to District, in full force and effect throughout the term of the Contract, against claims for injury to persons or damages to property which may arise from or in connection with the performance of work hereunder by Service Provider, its agents, representatives or employees. Service Provider and any and all subcontractors and vendors hired by Service Provider in connection with the Services described in the Contract shall provide the following scope and limits of insurance:

A. Scope and Limits of Insurance:

1. Commercial General Liability Insurance coverage in the amounts of Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) in aggregate.

   Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

2. Automobile Liability Insurance, including owned, non-owned, and hired automobiles, as applicable, with coverage limits of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

   If Provider transports students or contracts to transport students, Automobile Liability Insurance shall be in the amount of Twenty Million Dollars ($20,000,000) per accident for bodily injury and property damage.

3. Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of $1,000,000 per accident or disease.

4. Professional Liability/Errors and Omissions Insurance in an amounts of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in aggregate.

5. Coverage for Abuse and Molestation or Child Sexual Assault in the amounts of Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) in aggregate.

6. If the Contract is renewed beyond the initial term, then the District shall have the right to increase the foregoing minimum insurance amounts as set forth in the amendment to the Contract that extends the term; provided, however, that the Service Provider shall not be obligated to renew the term.

II. Other Provisions. Insurance policies required by the Contract shall contain the following provisions:

A. All Policies. Each insurance policy required by the Contract shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to the Contract, or reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the District.

B. Service Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the District. Service Provider further hereby waives any and all rights of subrogation that it may have against the District. Any insurance or self-insurance maintained by the District shall be excess of the Provider's insurance and shall not contribute with it. This requirement shall also apply to any excess or umbrella liability policies of the Service Provider. Required endorsements are listed below.

C. Service Provider's and any and all Service Provider subcontractor's Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, administrators, managers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds or other requirements for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District:

1. General Liability: CG 20 26 10 01
2. Primary, Non-Contributory: CG 20 01 04 13
3. Waiver of Subrogation: CG 24 04 05 09
4. Automobile Liability: CA 20 48 10 13

D. If any of the required policies provide coverage on a "claims made" basis:

1. The retroactive date must be shown on the certificate and must be before the date of the contract or the beginning of the Services.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Services.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

E. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

III. Other Requirements:

A. Service Provider and any and all subcontractors working for Service Provider shall provide certificates of insurance to the LEA as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under the Contract.

B. The Provider may use Umbrella or Excess Policies to provide the liability limits as required in the Contract. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, additional insured endorsements, primary and non-contributory, additional insured, deductibles, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the District, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Service Provider's primary and excess liability policies are exhausted.

C. If the Service Provider or Service Provider's subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

D. Any self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of the Contract must be declared to and approved by the District. Service Provider shall be responsible to pay that self-insured retention and the District shall not be responsible to pay these costs. In the event that Service Provider's self-insured retentions collectively total more than $50,000.00, the District reserves the right to request proof of Service Provider's financial solvency in relation to remittance thereof or require Service Provider to post a bond guaranteeing payment of the deductible, or both.

E. The procuring of any required policy or policies of insurance shall not be construed to limit Service Provider's or subcontractor's liability hereunder nor to fulfill the indemnification provisions and requirements of the Contract.

F. Failure on the part of the Service Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate the Contract.

END OF EXHIBIT C

☐ Not Project Related

☒ Project #24-12

EXHIBIT D
CONFLICT OF INTEREST CHECK

District Board Bylaw 9270 requires that the Superintendent or a designee make a determination, on a case-by-case basis, whether disclosure will be required from an independent contractor to comply with the District's Conflict of Interest Code.

Independent contractors are required to file disclosures when, pursuant to a contract with the District, the independent contractor will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Service Provider under the Agreement to which this Exhibit D is attached [] constitute **[X]** do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Service Provider who will provide Services under the Agreement, [] is **[X]** is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz, Director, Purchasing

Extracurricular Event or Activity
Assumption of Risk Form

Student name (Please print) _____ Birth date _____

Parent or legal guardian (Please print) _____ Student address _____

School/Local Educational Agency _____ Event or Activity Advisor (Staff) _____

Voluntary Extracurricular Event or Activity

- ❑ school-related athletics
- ❑ school-related club activities
- ❑ school-related cultural activities
- ❑ school-related performing arts activities
- ❑ school-related social activities
- ❑ School-related community activities
- ❑ Other: _____

I authorize my son/daughter, named above, to participate in the indicated voluntary extracurricular event or activity. I understand and acknowledge that voluntary extracurricular activities, by their very nature, pose the potential risk of serious injury and/or illness to the individuals who participate in such voluntary extracurricular events or activities.

This voluntary extracurricular event or activity, by its very nature, may pose some inherent risk of a participant being seriously injured, before, during, and/or after the activity or event, including transportation whether provided by the local educational agency (LEA) or not. These injuries may include, but are not limited to, the following:

1. Sprains and strains
2. Fractured bones
3. Lacerations, abrasions, and avulsions
4. Unconsciousness
5. Paralysis
6. Disfigurement
7. Loss of eyesight
8. Head injuries or concussion
9. Heat illness
10. Sudden cardiac arrest
11. Death
12. Exposure to infectious diseases

I understand and acknowledge that participation in voluntary extracurricular events or activities is completely elective and voluntary and is not required by the LEA/School for completion of promotion or graduation requirements. I also understand that, if I do not consent to my son's/daughter's participation in the voluntary extracurricular event or activity, he/she may be offered an alternative event or activity and possible credit for promotion or graduation may or may not be offered.

I understand that all participants are to abide by and accept all rules and requirements governing conduct and safety in the voluntary extracurricular event or activity. To the extent permitted by the Education Code or other applicable statutes, regulations, policies and procedures, any participant determined to be in violation of safety requirements, behavior standards or other prohibited conduct may be removed from this voluntary extracurricular event or activity.

I understand and acknowledge that in order to participate in these activities, I and my son/daughter agree to assume liability and responsibility for any and all potential risks that may be associated with participation in voluntary extracurricular events or activities.

I also understand that the LEA/School, due to the COVID-19 virus or other potential infectious diseases, has undertaken a plan to facilitate a safe environment for educational programs in addition to extracurricular, co-curricular and sport/athletic events or activities. In doing so, I further understand that the LEA/School has adopted plans designed to meet the requirements and recommendations of state agencies, health advisors and other responsible bodies. However, I also understand and acknowledge that despite the LEA's and School's efforts, the risk of infection from the COVID-19 virus, or others, cannot be eliminated at this time, and that my son/daughter may be exposed as a result. I also understand and acknowledge that in participating in this voluntary extracurricular event or activity, my son/daughter will increase his/her interaction with students and staff, and the corresponding risk of contact and infection, and that this may include functions involving other people and/or facilities other than the LEA's. These other students, instructors, assistants, and facilities are potentially operating under a different COVID-19 safety plan, further increasing the risk of exposure of my son/daughter. Finally, I understand, acknowledge, and agree that despite reasonable care and steps by the LEA/School, that the virus presents serious challenges to prevention and control, and reasonable efforts by the LEA/School does not assure that my son/daughter may not be infected, and that the infection may not be brought home. Despite all the above I am freely and voluntarily signing this "Extracurricular Event or Activity, Assumption of Risk Form" to enable and authorize my son/daughter to participate and releasing and discharging the LEA/School and its/their governing board, officers, agents, employees and/or volunteers from any liability for my son/daughter becoming infected in his/her participation in the event or activity.

I agree to, and do hereby release and hold the LEA/School and its governing board, officers, agents, employees and/or volunteers harmless for any and all claims; demands; causes of action; liability; damages; expenses; or loss of any sort, including bodily injury or death; because of or arising out of acts or omissions with respect to the voluntary extracurricular event or activity, including programs or procedures of the LEA/School for students and participation in such events or activities

I acknowledge that I have carefully read this "Extracurricular Event or Activity, Assumption of Risk Form" and that I understand and agree to its terms.

_____ _____
Signature (Student) Date

_____ _____
Signature (Parent or legal guardian) Date

_____ _____
Primary telephone Alternate telephone

Evento o Actividad Extracurricular
Formulario de Asunción de Riesgo

Nombre de estudiante (letra molde)	Fecha de nacimiento
Padre o tutor legal (Por favor imprima)	Dirección del estudiante
Escuela/Agencia Educativa Local	Asesor de eventos o actividades (personal)

Evento o actividad extracurricular voluntaria

- ❑ Atletismo relacionado con la escuela
- ❑ Actividades del club relacionadas con la escuela
- ❑ Actividades culturales relacionadas con la escuela
- ❑ Actividades de artes escénicas relacionadas con la escuela
- ❑ Actividades sociales relacionadas con la escuela
- ❑ Actividades comunitarias relacionadas con la escuela
- ❑ Otro: _____

Autorizo a mi hijo(a), nombrado anteriormente, a participar en el evento o actividad extracurricular. Entiendo y reconozco que las actividades, por su propia naturaleza, representan el riesgo potencial de lesiones y/o enfermedades graves para las personas que participan en dichos eventos o actividades.

Este evento o actividad, por su propia naturaleza, puede representar algún riesgo inherente de que un participante sufra lesiones graves, antes, durante y/o después de la actividad o evento, incluido el transporte, ya sea proporcionado por la agencia educativa local (LEA) o no. Estas lesiones pueden incluir, pero no se limitan a las siguientes:

1. Esguinces y distensiones
2. Quebraduras
3. Laceraciones, abrasiones y avulsiones
4. Inconsciencia
5. Parálisis
6. Desfiguración
7. Pérdida de la vista
8. Lesiones en la cabeza o conmoción cerebral
9. Enfermedades causadas por el calor
10. Paro cardíaco repentino
11. Muerte
12. Exposición a enfermedades infecciosas

Entiendo y reconozco que la participación en estos eventos o actividades es completamente electiva y voluntaria y no es requerida por la LEA o la escuela para completar los requisitos de promoción o graduación. También entiendo que, si no doy mi consentimiento para la participación de mi hijo(a) en el evento o actividad, se le puede ofrecer un evento o actividad alternativa y se le puede ofrecer o no un posible crédito para la graduación.

Entiendo que todos los participantes deben cumplir y aceptar todas las reglas y requisitos que rigen la conducta y la seguridad en el evento o actividad. En la medida permitida por el Código de Educación u otros estatutos, reglamentos, políticas y procedimientos aplicables, cualquier participante que se determine que viola los requisitos de seguridad, las normas de comportamiento u otra conducta prohibida puede ser eliminado de este evento o actividad.

Entiendo y reconozco que para participar en estas actividades, mi hijo(a) y yo aceptamos asumir la responsabilidad por todos y cada uno de los riesgos potenciales que puedan estar asociados con la participación en eventos o actividades.

También entiendo que la LEA/Escuela, debido al virus COVID-19 u otras enfermedades infecciosas potenciales, ha emprendido un plan para facilitar un entorno seguro para los programas educativos, además de eventos o actividades extracurriculares, cocurriculares y deportivos/atléticos. Al hacerlo, entiendo además que la LEA / Escuela ha adoptado planes diseñados para cumplir con los requisitos y recomendaciones de las agencias estatales, asesores de salud y otros organismos responsables. Sin embargo, también entiendo y reconozco que a pesar de los esfuerzos de la LEA y la escuela, el riesgo de infección por el virus COVID-19, u otras infecciones, no se puede eliminar en este momento, y que mi hijo(a) puede estar expuesto como resultado. También entiendo y reconozco que al participar en este evento o actividad extracurricular voluntaria, mi hijo(a) aumentará su interacción con los estudiantes y el personal, y el riesgo correspondiente de contacto e infección, y que esto puede incluir funciones que involucren a otras personas y/o instalaciones que no sean las LEA. Estos otros estudiantes, instructores, asistentes e instalaciones están operando probablemente bajo un plan de seguridad COVID-19 diferente, lo que aumenta aún más el riesgo de exposición de mi hijo(a). Finalmente, entiendo, reconozco y estoy de acuerdo en que, a pesar del cuidado razonable y los pasos de la LEA /Escuela, que el virus presenta serios desafíos para la prevención y el control, y los esfuerzos razonables de la LEA/Escuela no aseguran que mi hijo(a) no esté infectado y que la infección no se pueda llevar a casa. A pesar de todo lo anterior, estoy firmando libre y voluntariamente este formulario para permitir y autorizar a mi hijo(a) a participar y liberar y descargar a la LEA/Escuela y su junta directiva, funcionarios, agentes, empleados y/o voluntarios de cualquier responsabilidad si mi hijo(a) llegara a infectarse por su participación en el evento o actividad.

Acepto, y por la presente libero y eximo de responsabilidad a la LEA/Escuela y su junta directiva, funcionarios, agentes, empleados y/o voluntarios por cualquier reclamo; Demandas; causas de acción; responsabilidad; daños y perjuicios; expensas; o pérdida de cualquier tipo, incluidas lesiones corporales o muerte; debido a o que surjan de actos u omisiones con respecto al evento o actividad, incluidos los programas o procedimientos de la LEA/Escuela para estudiantes y la participación en dichos eventos o actividades

Reconozco que he leído cuidadosamente este formulario y que entiendo y acepto sus términos.

Firma (Estudiante)	Fecha
Firma (Padre o Tutor Legal)	Fecha
Teléfono principal	Teléfono alternativo

Oxnard School District

Concussion Information Sheet

A concussion is a brain injury and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, **all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly.** In other words, even a "ding" or a bump on the head can be serious. You cannot see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

Symptoms may include one or more of the following:	
• Headaches • "Pressure in head" • Nausea or vomiting • Neck pain • Balance problems or dizziness • Blurred, double, or fuzzy vision • Sensitivity to light or noise • Feeling sluggish or slowed down • Feeling foggy or groggy • Drowsiness • Change in sleep patterns	• Amnesia • "Don't feel right" • Fatigue or low energy • Sadness • Nervousness or anxiety • Irritability • More emotional • Confusion • Concentration or memory problems (forgetting game plays) • Repeating the same question/comment

Signs observed by teammates, parents and coaches include:
• Appears dazed • Vacant facial expression • Confused about assignment • Forgets plays • Is unsure of game, score, or opponent • Moves clumsily or displays incoordination • Answers questions slowly • Slurred speech • Shows behavior or personality changes • Can't recall events prior to hit • Can't recall events after hit • Seizures or convulsions • Any change in typical behavior or personality • Loses consciousness

What can happen if my child keeps on playing with a concussion or returns to soon?

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even to severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that adolescent or teenage athletes will often under report symptoms of injuries. And concussions are no different. As a result, education of administrators, coaches, parents and students is the key for student-athlete's safety.

If you think your child has suffered a concussion

Any athlete even suspected of suffering a concussion should be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without medical clearance. Close observation of the athlete should continue for several hours. California Education Code section 49475 and CIF Bylaw 313 now require implementation of long and well-established return to play concussion guidelines that have been recommended for several years.

You should also inform your child's coach if you think that your child may have a concussion. Remember it is better to miss one game than miss the whole season. And when in doubt, the athlete sits out.

Return to Play (RTP)

Concussion symptoms should be completely gone before returning to full practice or competition. A RTP progression involves a gradual, step-wise increase in physical effort, sports-specific activities and the risk for contact. If symptoms occur with activity, the progression should be stopped. If there are no symptoms the next day, exercise can be restarted at the previous stage.

RTP after concussion should occur only with medical clearance from a medical doctor trained in the evaluation and management of concussions, and a step-wise progression program monitored by an athletic trainer, coach, or other identified school administrator. Please see cifstate.org for a graduated return to play plan. Return to play (i.e., full practice and competition) must be no sooner than 7 days after the concussion diagnosis has been made by a physician.

For current and up-to-date information on concussions you can go to:
http://www.cdc.gov/ConcussionInYouthSports/

_____	_____	_____
Student-athlete Name Printed	Student-athlete Signature	Date
_____	_____	_____
Parent or Legal Guardian Printed	Parent or Legal Guardian Signature	Date

Legal References:
California Education Code section 49475,
California Interscholastic Federation Bylaw 313

Adapted from the Center for Disease Control and Prevention and the CIF

Oxnard School District

Información acerca de las concusiones cerebrales

Una concusión es una herida cerebral y todas las heridas cerebrales son graves. Dichas heridas son causadas por un golpe ligero, un golpe fuerte a la cabeza, un movimiento repentino de la cabeza o por un golpe fuerte a otra parte del cuerpo con fuerza que se trasmite a la cabeza. Las heridas varían entre ligeras o graves y pueden interrumpir la manera en la que el cerebro funciona. Aunque la mayoría de las concusiones cerebrales son ligeras, **todas las concusiones cerebrales tienen el potencial de ser graves y si no se reconocen y tratan correctamente podrían tener como resultado complicaciones incluyendo daño cerebral prolongado o la muerte.** Eso quiere decir que cualquier "golpecito" a la cabeza podría ser grave. Las concusiones cerebrales no son visibles y en su mayoría las concusiones cerebrales que ocurren durante los deportes no ocasionan la perdida de conciencia. Las señales y síntomas de una concusión cerebral podrían aparecer inmediatamente después de una herida o después de horas o días. Si su hijo(a) reporta cualquier síntoma de una concusión cerebral, o si se da cuenta de los síntomas de una concusión cerebral, por favor consiga atención médica sin demora.

Los siguientes son algunos de los síntomas de una concusión:	
• Dolor de cabeza	• Amnesia
• "Presión en la cabeza"	• "No se siente bien"
• Nausea o vómito	• Fatiga o energía baja
• Dolor de cuello	• Tristeza
• Problemas de equilibrio o mareos	• Nervios o ansiedad
• Visión borrosa o visión doble	• Irritabilidad
• Sensibilidad a la luz o ruido	• Más sensible
• Decaído	• Confundido
• Adormecido	• Problemas con concentración o memoria (por ejemplo: olvidar las jugadas)
• Mareado	• Repetir la misma pregunta o comentario
• Cambios en los hábitos de dormir	

Los siguientes síntomas son observados por compañeros, padres y entrenadores:
• Parece desorientado
• Tiene una expresión facial vacía
• Está confundido acerca de la tarea o actividad
• Se olvida de las jugadas
• Está confundido sobre el juego, los puntos o el oponente
• Se mueve torpemente o muestra una falta de coordinación
• Contesta las preguntas lentamente
• Arrastra las palabras
• Muestra cambios de comportamiento o personalidad
• No puede recordar los eventos que sucedieron antes de la colisión
• No puede recordar los eventos que sucedieron después de la colisión
• Ataques o convulsiones
• Cualquier cambio en el comportamiento típico o personalidad
• Perdida de la conciencia

¿Qué puede pasar si mi hijo(a) sigue jugando con una concusión cerebral o regresa a jugar antes de que este recuperado?

Los deportistas con señales o síntomas de una concusión cerebral deben dejar de jugar inmediatamente. Continuar jugando con las señales o síntomas de una concusión pone al deportista en riesgo de sufrir una herida más grave. La probabilidad de que se sufra daño significativo de una concusión aumenta cuando ha pasado un periodo de tiempo largo después de que sucedió la concusión, sobre todo si el deportista sufre otra concusión antes de recuperarse completamente de la primera. Eso puede traer como consecuencia una recuperación más prolongada o incluso una hinchazón cerebral (síndrome de segundo impacto) con consecuencias devastadoras o fatales. Es bien conocido que los deportistas adolescentes no reportan mucho los síntomas de sus heridas. Eso es el caso también con las concusiones cerebrales. Por lo mismo es importante que los administradores, entrenadores, padres y estudiantes estén bien informados, el cual es clave para la seguridad de los estudiantes deportistas.

Si cree que su hijo(a) ha sufrido una concusión

En cualquier situación donde se sospecha que un deportista tiene una concusión, es importante sacar a este estudiante del juego o entrenamiento inmediatamente. Ningún deportista puede volver a participar en la actividad después de sufrir una herida de cabeza o concusión cerebral sin el permiso de un doctor, no importa si la herida parece ser ligera o los síntomas desaparecen rápidamente. Se debe de observar cuidadosamente el mejoramiento del deportista por varias horas. Código Educativo de California sección 49475 y estatuto 313 de la Federación Interescolar de California (CIF por sus siglas en inglés) requiere la implementación de las siguientes normas para regresar a jugar un deporte después de sufrir una concusión, las cuales se han recomendado por muchos años.

También debe informar al entrenador(a) de su hijo(a) si piensa que ha sufrido una concusión cerebral. Recuerde que es mejor faltar un partido que faltar toda la temporada. Si existe alguna duda de que el deportista sufrió una concusión cerebral o no, se tomará precauciones y no podrá jugar.

Volver a Jugar

Síntomas de concusión cerebral deben ser desaparecido por completo antes de volver a la práctica completa o la competencia. Un volver a jugar la progresión implica un aumento gradual, paso a paso en el esfuerzo físico, las actividades de los deportes específicos y el riesgo para el contacto. Si se presentan síntomas con la actividad, la progresión se debe parar. Si no hay síntomas al día siguiente, el ejercicio puede iniciarse de nuevo en la etapa anterior.

Volver a jugar después de la concusión cerebral debe ocurrir sólo con autorización médica de un médico entrenado en la evaluación y la gestión de las concusiones cerebrales. Volver a jugar debe ser supervisado por un entrenador, entrenador atlético o administrador identificado por la escuela. Por favor, consulte cifstate.org para un retorno gradual a jugar el plan. Retorno a la práctica completa y la competencia debe ser no antes de 7 días después del diagnóstico concusión ha sido hecha por un médico.

Si desea información actual acerca de las concusiones cerebrales por favor visiten el sitio en Internet:
http://www.cdc.gov/ConcussionInYouthSports/

Nombre del estudiante deportista	Firma del estudiante deportista	Fecha
Nombre del padre, madre o tutor	Firma del padre, madre o tutor	Fecha

Adaptado del Centro de Control de Enfermedades y Federación Interescolar de California

FIELD TRIP OR EXCURSION AUTHORIZATION AND MEDICAL TREATMENT AUTHORIZATION

❑ In-state **(Minor)** ❑ Out-of-state

Completion of this form is required for all field trips / excursions.

Name of Student _____ Date of Birth (for emergency purposes) _____

Student Address _____ Name of School _____

Class/ Program _____ Teacher _____

Date(s) of Field Trip/Excursion _____ Location of Field Trip/Excursion _____

Transportation Provider _____

1. **I hereby give permission** for my child or ward (named above) to participate in this Field Trip or Excursion.
2. **Regarding special assistance/accommodations:** Is special assistance/accommodation necessary for your child or ward to participate in this Field Trip or Excursion?

   ❑ No ❑ Yes. Please explain _____
3. **Regarding administration of medication:** All medications must be prescribed, **including** over-the-counter medications. Is your child or ward required to take medication during the course of this Field Trip or Excursion?

   ❑ No ❑Yes **Parent/Guardian must contact the school office** to obtain form SFA-5010, "Authorization for Any Medication Taken during School Hours," form SFA-5030, "Authorization For Medications Taken During School Hours, School Activities and Field Trips" or form SFA-5040, "Extended Field Trip or Excursion Medication Authorization" (which must be signed by parent/guardian and child or ward's physician).
4. **If you have health insurance, please list:**

   Health Insurance Company _____ Policy Number _____ Group Number _____
5. **Please list additional emergency contacts, should the parent/guardian be unavailable:**

   Emergency Contact _____ Telephone _____

   Emergency Contact _____ Telephone _____
6. **Conduct**: I fully understand that all participants are to abide by and accept all rules and requirements governing conduct during the Field Trip or Excursion. To the extent permitted by the Education Code, any participant determined to be in violation of behavior standards will be sent home at their own or their parent/guardian's expense.
7. **Waiver of Claims for Liability:** I understand that California Education Code, Section 35330 provides:

   "All persons making the field trip or excursion shall be deemed to have waived all claims against the district, a charter school, or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion. All adults taking out-of-state field trips or excursions and all parents or guardians of pupils taking out-of-state field trips or excursions shall sign a statement waiving all claims."

   In providing consent for my child or ward to attend and participate in this Field Trip or Excursion, I waive all claims against the district for injury, accident, illness, or death occurring during or by reason of this Field Trip or Excursion.

   I understand that the District does not require my child or ward to participate in the Field Trip or Excursion and I make this request voluntarily because I desire my child or ward to participate in the Field Trip or Excursion. I also understand that, if I do not consent to my child or ward's participation, my child or ward will be involved in alternative supervised activities, for which my child or ward will receive full credit.
8. **In the event of illness or injury**, I hereby consent to whatever transportation, x-ray, examination, anesthetic, medical, dental, or surgical diagnosis or treatment and hospital care from a licensed physician as deemed necessary for the safety and welfare of my child or ward. It is understood that the resulting expenses will be the responsibility of the child or ward's parent(s)/guardian(s).
9. **I have carefully read this authorization and fully understand its contents and voluntarily consent to its terms and conditions.**

Signature of Parent/Guardian _____ Date _____

Home telephone _____ Work telephone _____ Mobile telephone or pager _____

White – Field Trip Supervisor *Yellow – School/Facility* *Pink – Parent/Guardian*

SFA 2010, Rev. 6/17/2014

AUTORIZACIÓN PARA PASEO EDUCATIVO Y EXCURSIÓN
Y AUTORIZACIÓN PARA TRATAMIENTO MEDICO
(Menor de Edad)

❑ Dentro del Estado ❑ Fuera Del Estado

Es un requisito completen esta forma para todos las paseos educativos o excursiones.

Nombre del Estudiante _____ Feche de Nacimiento (para los propósitos de emergencia) _____

Dirección del Estudiante _____ Nombre de la Escuela _____

Clase/Programa _____ Maestro _____

Fecha(s) de Paseo Educativo/ la Excursión _____ Ubicación del Paseo Educativo / la Excursión _____

Proveedor de Transporte Escolar _____

1. **Por medio de la presente autorizó que mi hijo(a) o menor de edad (nombre escrito anteriormente) para participar en este paseo educativo o excursión.**
2. **Con respecto a la asistencia especial o modificaciones**: ¿Es necesario que se le facilite asistencia especial o modificaciones a su hijo(a) o menor de edad para que participe en este paseo educativo o excursión?

   ❑ No ❑ Si Explique por favor. _____
3. **Con respecto a la administración de medicamento**: Todos los medicamentos deben ser recetados, **incluyendo** los medicamentos sin receta. ¿Es requisito que su hijo(a) o menor de edad tome medicamento durante el curso de este paseo educativo o excursión?

   ❑ No ❑ Si **El padre o tutor legal debe comunicarse con su escuela** para obtener la solicitud SFA-5010S, "Autorización para tomar cualquier medicamento durante el horario escolar," forma SFA-5030S, "Autorización Para Cualquier Medicamento Tomado Durante Horas Escolares, Actividades Escolares, Y Paseo," o la forma SFA-5040S, "Extensión de la solicitud de autorización para tomar medicamento durante el paseo educativo y la excursión" (el cual debe ser firmado por el padre o tutor legal o el médico del niño(a) o menor de edad).
4. **Si usted tiene seguro médico, por favor regístrelo:**

   Compañía de Seguro Médico _____ Número de Póliza _____ Número de Grupo _____
5. **Por favor enumere los nombres de contacto de emergencia adicional, si el padre/tutor no están disponible:**

   Contacto de emergencia _____ Teléfono _____

   Contacto de emergencia _____ Teléfono _____
6. **Conducta:** Yo comprendo cabalmente que todos los participantes deben de acatar y aceptar todas las reglas y los requisitos que rigen la conducta durante el Paseo Educativo o la Excursión. Hasta cierto punto permitido por el Código de Educación, cualquier participante que se determine estar en violación de las normas de conducta será enviado a casa a gasto propio del participante o gasto de sus padres o tutores legales.
7. **Renuncia de reclamaciones:** Comprendo que el artículo 35330 del Código Educativo de California establece la siguiente información:

   "Todas las personas participantes en los paseos educativos o las excursiones considerarán renunciar a todos los derechos (reclamaciones) en contra del distrito, una escuela autónoma, o el Estado de California por motivo de una lesión, un accidente, una enfermedad o fallecimiento ocurrido durante ó a causa del paseo educativo o la excursión. Todos los adultos que realicen paseos educativos o excursiones fuera del estado y todos los padres de familia o tutores legales de los alumnos que participen en paseos educativos o excursiones fuera del estado firmarán una declaración renunciando a todos los derechos."

   Al proveerle consentimiento a mi hijo(a) o al menor de edad para asistir y participar en este paseo educativo o excursión, yo renuncio a todas las reclamaciones en contra del distrito por motivo de una lesión, un accidente, una enfermedad, o fallecimiento ocurrido durante o por consecuencia de este paseo educativo o excursión.

   Yo comprendo que el distrito no requiere la participación de mi hijo(a) o del menor de edad en este paseo educativo o excursión y yo presento esta petición voluntariamente, debido a que deseo que mi hijo(a) o el menor de edad participe en el paseo educativo o excursión. Igualmente, comprendo que, si no autorizo la participación de mi hijo(a) o del menor de edad, éste participará en actividades alternativas, por las cuales mi hijo(a) o el menor de edad recibirá créditos completos.
8. **En caso de una enfermedad o una lesión**, por la presente doy consentimiento de cualquier transporte, radiografías, examen, anestesia, diagnostico quirúrgico médico, dental o tratamiento y cuidado de hospital por parte de un médico acreditado considerado necesario para la seguridad y el bienestar de mi hijo o del menor de edad. Queda entendido que los gastos generados serán la responsabilidad del (de los) padre(s) / del (de los) tutor(es) del menor de edad.
9. **He leído cuidadosamente esta solicitud, comprendo cabalmente su contexto y voluntariamente acepto los términos y su proceso.**

Firma de los Padres/Tutor _____ Fecha _____

Teléfono de Casa _____ Teléfono de Trabajo _____ Teléfono de celular o bíper _____

Blanco – Supervisor de Paseo Educativo/Excursión *Amarillo – Escuela* *Rosa – Padre/Madre/Guardián*

SFA 2010S, Rev. 6/17/2014

OXNARD SCHOOL DISTRICT

Parent/Student CIF Heat Illness Information Sheet

Why am I getting this information sheet?

You are receiving this information sheet about Heat Illness because of California state law AB 2800 (effective January 1, 2019), now Education Code § 35179 and CIF Bylaws 22.B.(9) and 503.K (Approved Federated Council January 31, 2019):

1. The law requires a student athlete who has been removed from practice or play after displaying signs and symptoms associated with heat illness must receive a written note from a licensed health care provider before returning to practice.
2. Before an athlete can start the season and begin practice in a sport, a Heat Illness information sheet must be signed and returned to the school by the athlete and the parent or guardian.

Every 2 years all coaches are required to receive training about concussions (AB 1451), heat illness (AB 2800) as well as certification in First Aid training, CPR, and AEDs (life-saving electrical devices that can be used during CPR).

What is Heat Illness and how would I recognize it?

Exercise produces heat within the body and can increase the player's body temperature. Add to this a hot or humid day and any barriers to heat loss such as padding and equipment, and the temperature of the individual can become dangerously high.

Heat Illness occurs when metabolically produced heat combines with that gained from the environment to exceed the heat and large sweat losses. Young athletes should be pre-screened at their pre-participation physical exam form education/supplement use, cardiac disease, history of sickle cell trait, and previous heat injury. Athletes with any of these factors should be supervised closely during strenuous activities in a hot climate. Fatal heat stroke occurs most frequently among obese high school middle lineman.

Much of one's body heat is eliminated by sweat. Once this water leaves the body, it must be replaced. Along with water loss, many other minerals are lost in the sweat. Most of the commercial drinks now available contain these minerals, such as Gatorade, etc., but just plain water is all that is really required because the athlete will replace the lost minerals with his/her normal diet.

PREVENTION: There are several steps which can be taken to prevent heat illness from occurring:

ADEQUATE HYDRATION: The athlete should arrive at practice well-hydrated to reduce the risk of dehydration. The color of the urine can provide a quick guess at how hydrated the athlete. If the urine is dark like apple juice means the athlete is dehydrated. If the urine is light like lemonade in color means the athlete seems adequately hydrated.

Water or sports drinks should be readily available to athletes during practice and should be served ideally chilled in containers that allow adequate volumes of fluid to be ingested.

Water breaks should be given at least every 30-45 minutes and should be long enough to allow athletes to ingest adequate volumes of fluid.

Athletes should be instructed to continue fluid replacement in between practice sessions.

GRADUAL ACCLIMATIZATION: Intensity and duration of exercise should be gradually increased over a period of 7-14 days to give athletes' time to build fitness levels and become accustomed to practicing in the heat. Protective equipment should be introduced in phases (start with helmet, progress to helmet and shoulder pads, and finally fully uniform).

HEAT EXHAUSTION: Inability to continue exercise due to heat-induced symptoms. Occurs with an elevated body-core temperature between 97- and 104-degrees Fahrenheit.

• Dizziness, lightheadedness, weakness	• Profuse sweating
• Headache	• Cool, clammy skin
• Nausea	• Hyperventilation
• Diarrhea, urge to defecate	• Decreased urine output
• Pallor, chills	

TREATMENT: Stop exercise, move player to a cool place, remove excess clothing, give fluids if conscious, COOL BODY: fans, cold water, ice towels, or ice packs. Fluid replacement should occur as soon as possible. The athlete should be referred to a hospital emergency if recovery is not rapid. When in doubt, CALL 911. Athletes with heat exhaustion should be assessed by a physician as soon as possible in all cases.

HEAT STROKE: Dysfunction or shutdown of body systems due to elevated body temperature which cannot be controlled. This occurs with a body-core temperature greater than 107 degrees Fahrenheit.

WARNING SYMPTOMS:

This is a MEDICAL EMERGENCY. Death may result if not treated properly and rapidly.

Treatment: Stop exercise, Call 911, remove from heat, remove clothing, immerse athlete in cold water for aggressive, rapid cooling (if immersion is not possible, cool the athlete as described for heat exhaustion), monitor vital signs until paramedics arrive.

Signs observed by teammates, parents and coaches include:	
• Dizziness	• Weakness
• Drowsiness, loss of consciousness	• Hot and wet or dry skin
• Seizures	• Rapid heartbeat, low blood pressure
• Staggering, disorientation	• Hyperventilation
• Behavioral/cognitive changes (confusion, irritability, aggressiveness, hysteria, emotional instability)	• Vomiting, diarrhea

Final Thoughts for Parents and Guardians:

Heat stress should be considered when planning and preparing for any sports activity. Summer and fall sports are conducted in very hot and humid weather in many parts of the California. Many of the heat problems have been associated with football, due to added equipment which acts as a barrier to heat dissipation. Several heatstroke deaths continue to occur each season in the United States. There is no excuse for heatstroke deaths if the proper precautions are taken.

You should also feel comfortable talking to the coaches or athletic trainer about possible heat illness signs and symptoms that you may be seeing in your child.

I acknowledge that I have received and read the CIF Heat Illness Information Sheet.

Student-Athlete Name - *Printed*	Student-Athlete - *Signature*	Date
Parent Or Legal Guardian Name - *Printed*	Parent or Legal Guardian - *Signature*	Date

DISTRITO ESCOLAR DE OXNARD

Hoja de información CIF para padres/estudiantes referente a la insolación

¿Por qué me han enviado esta información?

Usted ha recibido esta hoja informativa referente a la insolación debido a lo indicado por la Ley AB 2800 de California (efectiva el 1° de enero del 2019), el cual ahora es parte del Código de Educación § 35179 y de los reglamentos CIF 22.B.(9) y 503.K (aprobados por el Concilio Federal el 31 de enero del 2019):

1. La ley requiere que cualquier atleta estudiante que haya sido excluido de las prácticas o de algún partido debido a que ha mostrado señales y síntomas relacionados con la insolación (infarto de calor), debe recibir una nota escrita de un proveedor acreditado de cuidados médicos antes de regresar a las prácticas de atletismo.
2. Antes que un atleta pueda comenzar la temporada y comience las prácticas deportivas, los padres o tutores legales deben firmar y entregar a la escuela una Hoja de información sobre la insolación.

Cada dos años todos los entrenadores tienen el requisito de recibir entrenamiento sobre sobre las contusiones cerebrales (AB 1451), la insolación (AB 2800) al igual que una certificación de entrenamiento sobre primeros auxilios, resucitación cardiopulmonar (CPR, en inglés) y los instrumentos eléctricos (AEDs, en inglés) que se pueden utilizar para salvar la vida durante una resucitación cardiopulmonar (CPR).

¿Qué es la insolación y como puedo identificar los síntomas?

El ejercicio produce calor dentro del cuerpo y puede incrementar la temperatura del cuerpo del atleta. Si a esto se agregan un día caluroso o húmedo, más las barreras que impiden la disipación del calor como el equipo de amortiguación en el uniforme deportivo, la temperatura corporal del individuo puede aumentar peligrosamente.

La insolación ocurre cuando el calor producido por el metabolismo corporal se combina con el calor que proviene del medioambiente, lo que ocasiona calor excesivo y grandes pérdidas de sudor. Previo a su participación, los atletas jóvenes deben ser evaluados durante su examen médico para diagnosticar enfermedades cardiacas, historial de células falciformes (sickle cell trait, en inglés) y traumas previos debido al calor. Los atletas que presenten cualquiera de estos casos deben ser supervisados cuidadosamente durante las actividades estrenuas realizadas en climas calientes. El infarto fatal debido al calor ocurre más frecuentemente entre los atletas obesos de preparatoria que juegan la posición de defensas medios.

La mayoría del calor corporal es eliminado por medio del sudor. El líquido debe ser reemplazado después que ha salido del cuerpo. Junto con la perdida de agua, el cuerpo pierde muchos otros minerales por medio del sudor. La mayoría de las bebidas comerciales disponibles, tales como Gatorade, etc., contienen estos minerales; sin embargo, lo que realmente se necesita es solamente agua debido a que el atleta recuperará los minerales perdidos por medio de su dieta regular.

PREVENCIÓN: Existen varios pasos que deben seguirse para prevenir un infarto debido al calor:

LA HIDRATACIÓN APROPIADA: El atleta debe llegar a sus prácticas deportivas bien hidratado para reducir el riesgo de deshidratación. El color de la orina puede mostrar fácilmente el nivel de hidratación del atleta. Si la orina es obscura parecido al jugo de manzana, eso significa el atleta está deshidratado. Si la orina es clara como el color de la limonada, eso significa que el atleta está propiamente hidratado.

En las prácticas debe haber agua y bebidas deportivas fácilmente disponibles para los atletas y de preferencia deben servirse frías y en envases que permitan la ingestión de líquidos en volúmenes apropiados.

También debe haber recesos para beber agua por lo menos cada 30 o 45 minutos y los recesos deben ser suficientemente largos para ingerir volúmenes apropiados de líquidos.

A los atletas se les debe instruir que deben continuar remplazando los líquidos antes y después de las sesiones de práctica.

LA ACLIMATACIÓN GRADUAL: La intensidad y la duración del ejercicio debe incrementarse gradualmente durante un periodo de 7 a 14 días para que el atleta pueda alcanzar niveles apropiados de aptitud física y su cuerpo se acostumbre a practicar en el calor. El equipo protector debe introducirse de manera gradual (comenzando con el casco, después el casco y las hombreras, y finalmente el uniforme completo).

EL AGOTAMIENTO DEBIDO AL CALOR: Es la inhabilidad de continuar ejercitando debido a los síntomas producidos por el calor. Esto ocurre cuando la temperatura básica del cuerpo se encuentra entre los 97 y los 104 grados Fahrenheit.

• Vértigo, mareo, debilidad	• Sudor abundante
• Dolor de cabeza	• Piel viscosa y fría
• Náusea	• Hiperventilación
• Diarrea, urgencia para defecar	• Reducción en la producción de orina
• Palidez, escalofríos	

TRATAMIENTO: Dejar de ejercitar, acudir a un lugar frío, quitar la ropa excesiva, beber líquidos si la persona está consiente, ENFRIAR EL CUERPO: con ventiladores, agua fría, toallas heladas, o esponjas húmedas congeladas (ice packs). Debe comenzar la recuperación de líquidos tan pronto como sea posible. Si su recuperación no ese rápida, el atleta debe ser llevado a la sala de emergencias del hospital. Si existen dudas, LLAME AL 911. En todos los casos, los atletas que sufren agotamiento debido al calor deben ser evaluados por un médico tan pronto como sea posible.

INFARTO DEBIDO AL CALOR: Es el mal funcionamiento o paralización de los sistemas corporales debido a la alta temperatura del cuerpo la cual está fuera de control. Esto ocurre cuando la temperatura básica del cuerpo es mayor a los 107 grados Fahrenheit.

SÍNTOMAS DE ALARMA:

Los siguientes síntomas representan una EMERGENCIA MÉDICA. Podría ocasionar la muerte si no se ofrece tratamiento médico inmediato y apropiado.

Tratamiento: dejar de ejercitar, llamar al 911, alejar del calor, desvestirse, sumergir al atleta en agua fría para un enfriamiento rápido y eficaz (si no es posible sumergir al atleta, enfriar al atleta siguiendo el tratamiento para el agotamiento debido al calor), vigilando los signos vitales hasta que lleguen los paramédicos.

Los síntomas que han sido observados por los jugadores, padres y entrenadores incluyen:	
• Mareos (vértigo)	• Debilidad
• Letargo (adormecimiento), quedar inconsciente	• Piel caliente, húmeda o seca
• Convulsiones (ataques epilépticos)	• Pulso rápido, baja presión sanguínea
• Tambaleo, tropiezos, desorientación	• Hiperventilación
• Cambios cognitivos y de comportamiento (confusión, irritabilidad, agresividad, histeria, inestabilidad emocional)	• Vómito, diarrea

Consejos finales para los padres y tutores legales:

Cada vez que planee y prepare cualquier actividad deportiva usted debe tomar en cuenta el estrés que será producido por el calor. En varias regiones de California, los deportes de verano y otoño a menudo se realizan en climas muy calientes y húmedos. Muchos de los problemas ocasionados por el calor se relacionan con el futbol Americano, debido al equipo adicional que los atletas deben vestir y el cual actúa como una barrera que impide la disipación del calor. Durante cada temporada deportiva en los Estados Unidos continúan sucediendo varias muertes debido a los infartos por el calor. Si se toman las precauciones apropiadas, no existe ninguna excusa para permitir que suceda una muerte debido a infarto por el calor.

Usted debe tener la confianza de hablar con los entrenadores o manejadores de atletismo referente a los posibles síntomas de insolación y sobre los síntomas que tal vez usted observa en su hijo.

Yo confirmo que he recibido y leído La Hoja de información CIF referente a la insolación.

Nombre del estudiante/atleta – *Letra de molde*	Firma del estudiante/atleta	Fecha
Nombre de padre/madre/tutor legal - *Letra de molde*	Firma de padre/madre/tutor legal	Fecha

OXNARD SCHOOL DISTRICT

Prescription Opioids: What You Need to Know

Prescription opioids can be used to help relieve moderate-to-severe pain and are often prescribed following a surgery or injury, or for certain health conditions. These medications can be an important part of treatment but also come with serious risks. It is important to work with your health care provider to make sure you are getting the safest, most effective care.

Prescription opioids carry serious risks of addiction and overdose, especially with prolonged use. An opioid overdose, often marked by slowed breathing, can cause sudden death. The use of prescription opioids can have a number of side effects as well, even when taken as directed.

Side effects may include one or more of the following:

- Tolerance - meaning you might need to take more of a medication for the same pain relief
- Physical dependence—meaning you have symptoms of withdrawal when a medication is stopped
- Increased sensitivity to pain
- Constipation
- Nausea, vomiting, and dry mouth
- Sleepiness and dizziness
- Confusion
- Depression
- Low levels of testosterone that can result in lower sex drive, energy, and strength
- Itching and sweating

Risks are greater with the following:

- History of drug misuse, substance use disorder, or overdose
- Mental health conditions (such as depression or anxiety)
- Sleep apnea
- Older age (65 years or older)
- Pregnancy

Unless specifically advised by your health care provider, medications to avoid include:

- Benzodiazepines (such as Xanax or Valium)
- Muscle relaxants (such as Soma or Flexeril)
- Hypnotics (such as Ambien or Lunesta)
- Other prescription opioids
- In addition, avoid alcohol while taking prescription opioids.

KNOW YOUR OPTIONS

Talk to your health care provider about ways to manage your pain that do not involve prescription opioids. Some of these options may actually work better and have fewer risks and side effects. Options may include:

- Pain relievers such as acetaminophen, ibuprofen, and naproxen
- Some medications that are also used for depression or seizures
- Physical therapy and exercise
- Cognitive behavioral therapy, a psychological, goal-directed approach, in which patients learn how to modify physical, behavioral, and emotional triggers of pain and stress.

IF YOU ARE PRESCRIBED OPIOIDS FOR PAIN:

- Never take opioids in greater amounts or more often than prescribed.
- Follow up with your primary health care provider within.
  - Work together to create a plan on how to manage your pain.
  - Talk about ways to help manage your pain that don't involve prescription opioids.
  - Talk about any and all concerns and side effects.
- Help prevent misuse and abuse.
  - Never sell or share prescription opioids.
  - Never use another person's prescription opioids.
- Store prescription opioids in a secure place and out of reach of others (this may include visitors, children, friends, and family).
- Safely dispose of unused prescription opioids: Find your community drug take-back program or your pharmacy mail-back program, or lush them down the toilet, following guidance from the Food and Drug Administration:

  www.fda.gov/Drugs/ResourcesForYou
- Visit www.cdc.gov/drugoverdose to learn about the risks of opioid abuse and overdose.
- If you believe you may be struggling with addiction, tell your health care provider and ask for guidance or call SAMHSA's National Helpline at 1-800-662-HELP.

LEARN MORE:
www.cdc.gov/drugoverdose/prescribing/guideline.html

_____	_____	_____
Student-athlete Name Printed	Student-athlete Signature	Date
_____	_____	_____
Parent or Legal Guardian Printed	Parent or Legal Guardian Signature	Date

Legal References:
California Education Code section 49476

Adapted from the Center for Disease Control and Prevention and the American Hospital Association

DISTRITO ESCOLAR DE OXNARD

Opioides recetados: lo que necesita saber

Los opioides recetados son medicamentos que sirven para aliviar el dolor moderado a intenso y suelen ser recetados luego de una cirugía o de sufrir una lesión, o ante ciertos problemas de salud. Estos medicamentos pueden ser una parte importante del tratamiento, aunque también implican riesgos graves. Es importante comunicarse con su proveedor de atención médica para asegurarse que está obteniendo la atención más segura y eficaz.

Los riesgos más graves de los opioides recetados son la adicción y la sobredosis, especialmente con el uso prolongado. Una sobredosis con opioides puede reducir la frecuencia respiratoria y provocar la muerte repentina. Los opioides recetados pueden tener efectos secundarios, incluso si se toman según las indicaciones.

Los efectos secundarios pueden incluir uno o más de los siguientes:

- Tolerancia: la necesidad de tomar más medicamentos para lograr la misma reducción del dolor
- Dependencia física: aparición de síntomas de abstinencia al interrumpir el consumo
- Mayor sensibilidad al dolor
- Estreñimiento: es el efecto secundario más común
- Náuseas, vómitos y sequedad de boca
- Somnolencia y mareo
- Confusión
- Depresión
- Bajos niveles de testosterona, que pueden resultar en un menor impulso sexual, energía y fuerza
- Comezón y sudor

Los riesgos son mayores con lo siguiente:

- Tiene antecedentes de abuso de drogas, trastorno de consumo de sustancias o sobredosis
- Tiene una condición de salud mental, (como depresión o ansiedad)
- Tiene apnea del sueño
- Tiene 65 años o más
- Está embarazada

A menos que su proveedor de atención médica lo indique específicamente, los medicamentos que debe evitar incluyen:

- Benzodiacepinas (como Xanax o Valium)
- Relajantes musculares (como Soma o Flexeril)
- Pastillas para dormir (como Ambien o Lunesta)
- Otros opioides recetados
- Adicionalmente, evite el consumo de alcohol mientras esté tomando opioides recetados.

SEPA CUÁLES SON SUS OPCIONES

Hable con su proveedor de atención médica acerca de las maneras de controlar el dolor sin tener que usar opioides. Algunas de esas opciones podrían dar mejores resultados y presentar menores riegos y efectos secundarios. Las opciones podrían ser las siguientes:

- Otros analgésicos, como acetaminofeno (Tylenol), ibuprofeno (Advil, Motrin) o naproxeno
- Algunos medicamentos que también se emplean contra la depresión y las convulsiones.
- Fisioterapia y ejercicios
- Terapia cognitiva conductual, un enfoque psicológico dirigido por objetivos donde los pacientes aprenden a modificar las causas físicas, conductuales y emocionales del dolor y el estrés.

SI LE RECETAN OPIOIDES PARA EL DOLOR:

- Nunca tome opioides en más cantidades o más seguido que lo indicado.
- Haga un seguimiento con su proveedor de atención médica.
    - Establezcan juntos un plan para tratar el dolor.
    - Analicen posibilidades para tratar el dolor, las cuales no incluyan opioides recetados.
    - Hable de sus inquietudes y de los efectos secundarios.
- Ayude a evitar el mal uso y el abuso.
    - Nunca venda ni comparta opioides recetados.
    - Nunca use los opioides recetados de otra persona.
- Guarde los opioides recetados en un lugar seguro y lejos del alcance de otras personas. (Esto puede incluir visitas, niños, amigos y familiares).
- Deshágase de manera segura de los opioides recetados que le sobren. Encuentre el programa de devolución de medicamentos de su comunidad o el programa de devolución de medicamentos de su farmacia o tírelos en el inodoro, siguiendo las instrucciones de la Administración de Alimentos y Medicamentos: www.fda.gov/Drugs/ResourcesForYou.
- Visite www.cdc.gov/drugoverdose para conocer los riesgos del abuso y la sobredosis de opioides
- Si cree que puede estar luchando contra la adicción, infórmeselo a su proveedor de atención médica y solicite orientación o llame a la línea de ayuda nacional de SAMHSA al 1-800-662-HELP.

APRENDE MÁS:
www.cdc.gov/drugoverdose/prescribing/guideline.html

_____	_____	_____
Nombre del Estudiante Deportista	Firma del Estudiante Deportista	Fecha
_____	_____	_____
Nombre del Padre o Tutor Legal	Firma del Padre o Tutor Legal	Fecha

Referencias legales:
Sección del Código de Educación de California 49476

Adaptado de los Centros para el Control y Prevención de Enfermedades (CDC, por sus siglas en inglés) y La Asociación de Hospital Americano

OXNARD SCHOOL DISTRICT

Parent/Student CIF Steroid Information Sheet and Acknowledgement

"As a condition of membership in the CIF, all member school shall adopt policies prohibiting the use and abuse of androgenic/anabolic steroids. All member school shall have participating student athletes and their parents, legal guardian/caregiver agree that the athlete will not use steroids without the written prescription of a fully-licensed physical (as recognized by the AMA) to treat a medical condition." (CIF Bylaw 503.I)

Our School District Policy (BP 5131.63):

The Governing Board recognizes that the use of steroids and other performance-enhancing supplements presents a serious health and safety hazard. As part of the district's drug prevention and intervention efforts, the Superintendent or designee and staff shall make every reasonable effort to prevent students from using steroids or other performance-enhancing supplements.

Students in grades 7-12 shall receive a lesson on the effects of steroids as part of their health, physical education, or drug education program.

Students participating in interscholastic athletics are prohibited from using steroids and dietary supplements banned by the U.S. Anti-Doping Agency as well as the substance synephrine. (Education Code 49030)

Before participating in interscholastic athletics, a student athlete and his/her parent/guardian shall sign a statement that the student athlete pledges not to use androgenic/anabolic steroids and dietary supplements banned by the U.S. Anti-Doping Agency and the substance synephrine, unless the student has a written prescription from a licensed health care practitioner to treat a medical condition.

A student who is found to have violated the agreement or this policy shall be restricted from participating in athletics and shall be subject to disciplinary procedures including, but not limited to, suspension or expulsion in accordance with law, Board policy, and administrative regulation.

Coaches shall educate students about the district's prohibition and the dangers of using steroids and other performance-enhancing supplements.

The Superintendent or designee shall ensure that district schools do not accept sponsorships or donations from supplement manufacturers that offer muscle-building supplements to students.

Acknowledgement

By signing below, both the participating student-athlete and the parents, legal guardians/caregiver hereby agree that the student-athlete named herein, shall not use androgenic/anabolic steroids without the written prescription of a fully-licensed physician (as recognized by the AMA) to treat a medical condition. We also recognize that under CIF bylaw 202, there could be penalties for false or fraudulent information. We also understand that the [insert name of school] policy regarding the use of illegal drugs will be enforced for any violations of these rules.

I acknowledge that I have received and read the CIF Steroid Information Sheet.

Student-Athlete Name - *Printed*	Student-Athlete - *Signature*	Date
Parent or Legal Guardian Name - *Printed*	Parent or Legal Guardian - *Signature*	Date

DISTRITO ESCOLAR DE OXNARD

Hoja CIF de información y compromiso de los padres y estudiantes sobre los esteroides

"Como condición de membresía en el CIF, todas las escuelas que son miembros deberán adoptar normas que prohíban el uso y abuso de los esteroides androgénicos/anabólicos. Todas estas escuelas deberán confirmar que los estudiantes atletas participantes y sus padres, el tutor legal/cuidador están de acuerdo que el atleta no usará esteroides anabólicos sin la receta prescrita por medio de un examen físico con licencia plena (como lo reconoce la Asociación Médica Americana, AMA) para tratar una condición médica". (Estatuto CIF 503.I)

Nuestra norma del distrito escolar (BP 5131.63):

La Mesa Directiva Gobernante reconoce que el uso de esteroides y otros suplementos para mejorar el rendimiento físico representa un grave peligro para la salud y la seguridad. Como parte de los esfuerzos distritales de prevención e intervención del uso de drogas, el superintendente o la persona designada y el personal deberán hacer todos los esfuerzos razonables para evitar que los estudiantes usen esteroides u otros suplementos para mejorar el rendimiento físico.

Como parte de sus programas de salud, educación física o educación sobre las drogas, los estudiantes en los grados 7 al 12 recibirán una lección sobre los efectos de los esteroides.

Los estudiantes que participan en el atletismo escolar tienen prohibido el uso de esteroides y suplementos dietéticos prohibidos por la Agencia Antidopaje de los Estados Unidos, incluyendo la sustancia sinefrina (synephrine, en inglés). (Código de Educación 49030).

Antes de participar en el atletismo escolar, un estudiante atleta y su padre/madre/tutor legal deberán firmar una declaración donde el estudiante atleta se compromete a no usar esteroides androgénicos/anabólicos y/o suplementos dietéticos prohibidos por la Agencia Antidopaje de los Estados Unidos, incluyendo la sustancia Sinefrina (Synephrine, en inglés), a menos que el estudiante haya recibido una receta médica escrita por un profesional de la salud que posea autorización para tratar condiciones médicas.

Cualquier estudiante que haya violado el acuerdo o esta norma no podrá participar en el atletismo escolar y estará sujeto a los procedimientos disciplinarios los cuales incluyen, entre otros, la suspensión o expulsión de acuerdo con la ley, las normas de la Mesa Directiva y los reglamentos administrativos.

Los entrenadores deben educar a los estudiantes sobre las prohibiciones del distrito y los peligros del uso de esteroides y otros suplementos para mejorar el rendimiento físico.

El Superintendente o la persona designada se asegurarán que las escuelas del distrito no acepten patrocinios o donaciones de fabricantes de suplementos que ofrezcan suplementos de desarrollo muscular a los estudiantes.

Compromiso

Al firmar este documento, el estudiante atleta participante junto con sus padres, tutores legales/cuidadores están de acuerdo que el estudiante atleta mencionado en este documento no utilizará esteroides androgénicos/anabólicos sin una prescripción escrita por un médico que posea autorización plena para tratar condiciones médicas (tal como lo reconoce la Asociación Médica Americana, AMA). También reconocemos que según el reglamento CIF 202, podrían existir penalidades por el uso de información falsa o fraudulenta. Además comprendemos que la escuela [insert name of school] seguirá las normas referentes al uso ilegal de drogas en caso de que ocurran violaciones a estos reglamentos.

Yo confirmo que he recibido y leído la Hoja de información CIF referente a los esteroides.

Nombre del estudiante/atleta – *Letra de molde*	Firma del estudiante/atleta	Fecha
Nombre de padre/madre/tutor legal - *Letra de molde*	Firma de padre/madre/tutor legal	Fecha

Oxnard School District

Sudden Cardiac Arrest Information Sheet

Sudden cardiac arrest (SCA) is when the heart stops beating, suddenly and unexpectedly. When this happens blood stops flowing to the brain and other vital organs. SCA is NOT a heart attack. A heart attack is caused by a blockage that stops the flow of blood to the heart. SCA is a malfunction in the heart's electrical system, causing the victim to collapse. The malfunction is caused by a congenital or genetic defect in the heart's structure.

Recognize the Warning Signs and Risk Factors of Sudden Cardiac Arrest.

Tell your coach and consult your health care provider if these conditions are present in your student athlete:

Potential indicators that SCA may occur:

- ❑ Fainting or seizure, especially during or right after exercise;
- ❑ Fainting repeatedly or with excitement or startle;
- ❑ Excessive shortness of breath during exercise;
- ❑ Racing or fluttering heart palpitations or irregular heartbeat;
- ❑ Repeated dizziness or lightheadedness;
- ❑ Chest pain or discomfort with exercise;
- ❑ Excessive, unexpected fatigue during or after exercise.

Factors that increase the Risk of SCA:

- ❑ Known structural heart abnormality, repaired or unrepaired;
- ❑ Family members with unexplained fainting, seizures, drowning or near drowning, or car accidents;
- ❑ Family history of known heart abnormalities or sudden death before age 50;
- ❑ Specific family history of Long QT Syndrome, Brugada Syndrome, Hypertrophic Cardiomyopathy, or Arrhythmogenic Right Ventricular Dysplasia (ARVD);
- ❑ Use of drugs, such as cocaine, inhalants, "recreactional" drugs, excessive energy drinks or performance-enhancing supplements.

How Common is Sudden Cardiac Arrest in the United States?

As the leading cause of death in the U.S., there are more than 300,000 cardiac arrests outside hospitals each year, with nine out of 10 resulting in death. Thousands of sudden cardiac arrests occur among youth, as it is the #2 cause of death under 25 and the #1 killer of student athletes during exercise.

Who is at Risk for Sudden Cardiac Arrest?

SCA is more likely to occur during exercise or physical activity, so student athletes are at greater risk. While a heart condition may have no warning signs, studies show that many young people do have symptoms but neglect to tell an adult. This may be because they are embarrassed, they do not want to jeopardize their playing time, they mistakenly think they are out of shape and need to train harder, or they simply ignore the symptoms, assuming they will "just go away." Additionally, some health history factors increase the risk of SCA.

What Should You do if your Student Athlete is Experiencing any of these Symptoms?

We need to let student-athletes know that if they experience any SCA-related symptoms it is crucial to alert an adult and get follow-up care as soon as possible with a primary care physician. If the athlete has any of the SCA risk factors, these should also be discussed with a doctor to determine if further testing is needed. Wait for your doctor's feedback before returning to play, and alert your coach, trainer and school nurse about any diagnosed conditions.

Return to Play (RTP)

The California Interscholastic Federation (CIF) amended its bylaws to include language that adds SCA training to coach certification and practice and game protocol that empowers coaches to remove from play a student-athlete who exhibits fainting. A student athlete who has been removed from play after displaying signs or symptoms associated with SCA may not return to play until he or she is evaluated and cleared by a licensed health care provider (medical doctor or doctor of osteopathy). Parents, guardians and caregivers are urged to dialogue with student athletes about their heart health.

Acknowledgment

I have reviewed and understand the symptoms and warning signs of SCA and the new CIF protocol to incorporate SCA prevention strategies into my student's sports program

_____	_____	_____
Student-athlete Name Printed	Student-athlete Signature	Date
_____	_____	_____
Parent or Legal Guardian Printed	Parent or Legal Guardian Signature	Date

Legal References:
California Interscholastic Federation Bylaw 503

Adapted from the Center for Disease Control and Prevention and the CIF

Oxnard School District

Una ficha informativa acerca del Paro Cardíaco Repentino

El Paro Cardíaco Repentino (PCR) sucede cuando el corazón súbita e inesperadamente deja de latir. Cuando esto sucede, se detiene el flujo sanguíneo hacia el cerebro y otros órganos vitales. El PCR no es un paro cardíaco. Un paro cardíaco es causado por una obstrucción que detiene el flujo sanguíneo hacia el corazón. El PCR es una falla en el sistema eléctrico del corazón que hace que la víctima se colapse. Un defecto genético o congénito en la estructura del corazón es la causa de la falla.

Reconozca los factores de riesgo y los signos de advertencia delParo CardíacoRepentino.

Dígale al entrenador y consulte a su médico si su atleta adolescente padece estos síntomas:

Posibles indicadores de que podría suceder un PCR:

- ❑ Colapso o convulsiones, especialmente justo después de ejercitarse;
- ❑ Colapso frecuente, o por emoción o susto;
- ❑ Falta excesiva de aliento durante el ejercicio;
- ❑ Taquicardia o palpitaciones, o ritmo cardíaco irregular;
- ❑ Mareo o aturdimiento frecuente;
- ❑ Dolor o malestar en el pecho al ejercitarse;
- ❑ Fatiga excesiva e inesperada durante o después del ejercicio.

Factores que incrementan el riesgo de que suceda un PCR:

- ❑ La presencia de una anormalidad estructural del corazón, reparada o no reparada;
- ❑ Familiares que han sufrido sin explicación, colapsos, convulsiones, un accidente automovilístico, que se han ahogado o han estado a punto de ahogarse;
- ❑ Un historial clínico familiar de anormalidades cardíacas conocidas o muerte repentina antes de los 50 años;
- ❑ Un historial clínico familiar específico con casos del síndrome del QT largo, síndrome Brugada, miocardiopatía hipertrófica o displasia arritmogénica del ventrículo derecho (DAVD);
- ❑ El consumo de enervantes tales como cocaína, inhalantes, drogas "recreativas," bebidas de energía en exceso, y sustancias o suplementos para mejorar el rendimiento.

¿Qué tan común es el PCR en los Estados Unido?

Porser la principalcausa de muerte en los EE. UU.cada año suceden más de 300,000 paroscardíacoslejos de los hospitales, de los que nueve de cada diezson mortales. Miles de jóvenesson víctimas de los paroscardíacosrepentinos porser la segunda causa de muerte en menores de 25 añosyla principal razón por la que mueren los atletas adolescentes durante el ejercicio.

¿Quién corre el riesgo de sufrir un paro cardíaco repentino?

Los atletas adolescentes corren más riesgo de sufrir un paro cardíaco repentino debido a que tiende a suceder durante el ejercicio o la actividad física. Aunque una enfermedad cardíaca no siempre demuestra signos de advertencia, los estudios demuestran que muchos jóvenes sí tienen síntomas pero no se lo dicen a un adulto. Esto puede ser porque les da pena, no quieren que los saquen de un partido, creen erróneamente que les falta condición física y solamente necesitan entrenar más, o simplemente ignoran los síntomas y suponen que "desaparecerán." Algunos factores de antecedentes clínicos también aumentan el riesgo de que suceda un PCR.

¿Qué debe hacer si su atleta adolescente padece alguno de estos síntomas?

Debemos informarles a los atletas adolescentes que si padecen cualquier síntoma del PCR, es de suma importancia avisarle a un adulto y consultar con un médico de cabecera lo antes posible. Si el atleta presenta cualquiera de los factores que incrementan el riesgo de que suceda un PCR, deberá consultar a un médico para ver la posibilidad de que se le hagan más pruebas. Espere la respuesta del médico antes de que su adolescente vuelva a jugar y además, avise a su entrenador y a la enfermera escolar de cualquier afección diagnosticada.

Volver a Jugar

Federación Interescolar de California (CIF) enmendó sus estatutos para poder incluir lenguaje que incluye capacitación acerca del PCR como requisito en la certificación de entrenadores deportivos. Además, esto ayuda a incluirla en el protocolo de entrenamiento y juego para que los entrenadores tengan la autoridad de sacar del juego a un atleta adolescente que se colapse. El atleta adolescente que haya sido suspendido de un juego después de mostrar signos o síntomas asociados con un PCR, no puede volver a jugar hasta que un médico certificado le haya evaluado y aprobado (medical doctor or doctor of osteopathy). Se les insta a los padres, tutores y cuidadores a que hablen con sus atletas adolescentes acerca de la salud del corazón. Igualmente.

He leído y entendido los síntomas y los signos de advertencia del PCR y el nuevo protocolo de la CIF para incluir medidas para prevenir que suceda un PCR dentro del programa deportivo de mi estudiante

Nombre Del Atleta Adolescente	Firma Del Atleta Adolescente	Fecha
Nombre Del Padre/ Tutor	Firma Del Padre/ Tutor	Fecha

Referencia legal:
Federación Interescolar de California Por Ley 503

PREPARTICIPATION PHYSICAL EVALUATION
HISTORY FORM

(Note: This form is to be filled out by the patient and parent prior to seeing the physician. The physician should keep this form in the chart.)

Date of Exam _____

Name _____ Date of birth _____

Sex _____ Age _____ Grade _____ School _____ Sport(s) _____

Medicines and Allergies: Please list all of the prescription and over-the-counter medicines and supplements (herbal and nutritional) that you are currently taking

_____

_____

_____

Do you have any allergies? ☐ Yes ☐ No If yes, please identify specific allergy below.
☐ Medicines ☐ Pollens ☐ Food ☐ Stinging Insects

Explain "Yes" answers below. Circle questions you don't know the answers to.

GENERAL QUESTIONS	Yes	No
1. Has a doctor ever denied or restricted your participation in sports for any reason?		
2. Do you have any ongoing medical conditions? If so, please identify below: ☐ Asthma ☐ Anemia ☐ Diabetes ☐ Infections Other: _____		
3. Have you ever spent the night in the hospital?		
4. Have you ever had surgery?		
HEART HEALTH QUESTIONS ABOUT YOU	**Yes**	**No**
5. Have you ever passed out or nearly passed out DURING or AFTER exercise?		
6. Have you ever had discomfort, pain, tightness, or pressure in your chest during exercise?		
7. Does your heart ever race or skip beats (irregular beats) during exercise?		
8. Has a doctor ever told you that you have any heart problems? If so, check all that apply: ☐ High blood pressure ☐ A heart murmur ☐ High cholesterol ☐ A heart infection ☐ Kawasaki disease Other: _____		
9. Has a doctor ever ordered a test for your heart? (For example, ECG/EKG, echocardiogram)		
10. Do you get lightheaded or feel more short of breath than expected during exercise?		
11. Have you ever had an unexplained seizure?		
12. Do you get more tired or short of breath more quickly than your friends during exercise?		
HEART HEALTH QUESTIONS ABOUT YOUR FAMILY	**Yes**	**No**
13. Has any family member or relative died of heart problems or had an unexpected or unexplained sudden death before age 50 (including drowning, unexplained car accident, or sudden infant death syndrome)?		
14. Does anyone in your family have hypertrophic cardiomyopathy, Marfan syndrome, arrhythmogenic right ventricular cardiomyopathy, long QT syndrome, short QT syndrome, Brugada syndrome, or catecholaminergic polymorphic ventricular tachycardia?		
15. Does anyone in your family have a heart problem, pacemaker, or implanted defibrillator?		
16. Has anyone in your family had unexplained fainting, unexplained seizures, or near drowning?		
BONE AND JOINT QUESTIONS	**Yes**	**No**
17. Have you ever had an injury to a bone, muscle, ligament, or tendon that caused you to miss a practice or a game?		
18. Have you ever had any broken or fractured bones or dislocated joints?		
19. Have you ever had an injury that required x-rays, MRI, CT scan, injections, therapy, a brace, a cast, or crutches?		
20. Have you ever had a stress fracture?		
21. Have you ever been told that you have or have you had an x-ray for neck instability or atlantoaxial instability? (Down syndrome or dwarfism)		
22. Do you regularly use a brace, orthotics, or other assistive device?		
23. Do you have a bone, muscle, or joint injury that bothers you?		
24. Do any of your joints become painful, swollen, feel warm, or look red?		
25. Do you have any history of juvenile arthritis or connective tissue disease?		

MEDICAL QUESTIONS	Yes	No
26. Do you cough, wheeze, or have difficulty breathing during or after exercise?		
27. Have you ever used an inhaler or taken asthma medicine?		
28. Is there anyone in your family who has asthma?		
29. Were you born without or are you missing a kidney, an eye, a testicle (males), your spleen, or any other organ?		
30. Do you have groin pain or a painful bulge or hernia in the groin area?		
31. Have you had infectious mononucleosis (mono) within the last month?		
32. Do you have any rashes, pressure sores, or other skin problems?		
33. Have you had a herpes or MRSA skin infection?		
34. Have you ever had a head injury or concussion?		
35. Have you ever had a hit or blow to the head that caused confusion, prolonged headache, or memory problems?		
36. Do you have a history of seizure disorder?		
37. Do you have headaches with exercise?		
38. Have you ever had numbness, tingling, or weakness in your arms or legs after being hit or falling?		
39. Have you ever been unable to move your arms or legs after being hit or falling?		
40. Have you ever become ill while exercising in the heat?		
41. Do you get frequent muscle cramps when exercising?		
42. Do you or someone in your family have sickle cell trait or disease?		
43. Have you had any problems with your eyes or vision?		
44. Have you had any eye injuries?		
45. Do you wear glasses or contact lenses?		
46. Do you wear protective eyewear, such as goggles or a face shield?		
47. Do you worry about your weight?		
48. Are you trying to or has anyone recommended that you gain or lose weight?		
49. Are you on a special diet or do you avoid certain types of foods?		
50. Have you ever had an eating disorder?		
51. Do you have any concerns that you would like to discuss with a doctor?		
FEMALES ONLY		
52. Have you ever had a menstrual period?		
53. How old were you when you had your first menstrual period?		
54. How many periods have you had in the last 12 months?		

Explain "yes" answers here

_____

_____

_____

_____

_____

_____

_____

_____

_____

I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.

Signature of athlete _____ Signature of parent/guardian _____ Date _____

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Preparticipation Physical Evaluation

THE ATHLETE WITH SPECIAL NEEDS: SUPPLEMENTAL HISTORY FORM

Date of Exam _____

Name _____ Date of birth _____

Sex _____ Age _____ Grade _____ School _____ Sport(s) _____

1. Type of disability	
2. Date of disability	
3. Classification (if available)	
4. Cause of disability (birth, disease, accident/trauma, other)	
5. List the sports you are interested in playing	

	Yes	No
6. Do you regularly use a brace, assistive device, or prosthetic?		
7. Do you use any special brace or assistive device for sports?		
8. Do you have any rashes, pressure sores, or any other skin problems?		
9. Do you have a hearing loss? Do you use a hearing aid?		
10. Do you have a visual impairment?		
11. Do you use any special devices for bowel or bladder function?		
12. Do you have burning or discomfort when urinating?		
13. Have you had autonomic dysreflexia?		
14. Have you ever been diagnosed with a heat-related (hyperthermia) or cold-related (hypothermia) illness?		
15. Do you have muscle spasticity?		
16. Do you have frequent seizures that cannot be controlled by medication?		

Explain "yes" answers here

_____

_____

_____

_____

_____

Please indicate if you have ever had any of the following.

	Yes	No
Atlantoaxial instability		
X-ray evaluation for atlantoaxial instability		
Dislocated joints (more than one)		
Easy bleeding		
Enlarged spleen		
Hepatitis		
Osteopenia or osteoporosis		
Difficulty controlling bowel		
Difficulty controlling bladder		
Numbness or tingling in arms or hands		
Numbness or tingling in legs or feet		
Weakness in arms or hands		
Weakness in legs or feet		
Recent change in coordination		
Recent change in ability to walk		
Spina bifida		
Latex allergy		

Explain "yes" answers here

_____

_____

_____

_____

_____

I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.

Signature of athlete _____ Signature of parent/guardian _____ Date _____

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Preparticipation Physical Evaluation
PHYSICAL EXAMINATION FORM

Name _____ Date of birth _____

PHYSICIAN REMINDERS

1. Consider additional questions on more sensitive issues
   - Do you feel stressed out or under a lot of pressure?
   - Do you ever feel sad, hopeless, depressed, or anxious?
   - Do you feel safe at your home or residence?
   - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
   - During the past 30 days, did you use chewing tobacco, snuff, or dip?
   - Do you drink alcohol or use any other drugs?
   - Have you ever taken anabolic steroids or used any other performance supplement?
   - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
   - Do you wear a seat belt, use a helmet, and use condoms?
2. Consider reviewing questions on cardiovascular symptoms (questions 5–14).

EXAMINATION		
Height Weight ☐ Male ☐ Female		
BP / (/) Pulse Vision R 20/ L 20/ Corrected ☐ Y ☐ N		
MEDICAL	**NORMAL**	**ABNORMAL FINDINGS**
Appearance • Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span > height, hyperlaxity, myopia, MVP, aortic insufficiency)		
Eyes/ears/nose/throat • Pupils equal • Hearing		
Lymph nodes		
Heart[a] • Murmurs (auscultation standing, supine, +/- Valsalva) • Location of point of maximal impulse (PMI)		
Pulses • Simultaneous femoral and radial pulses		
Lungs		
Abdomen		
Genitourinary (males only)[b]		
Skin • HSV, lesions suggestive of MRSA, tinea corporis		
Neurologic[c]		
MUSCULOSKELETAL		
Neck		
Back		
Shoulder/arm		
Elbow/forearm		
Wrist/hand/fingers		
Hip/thigh		
Knee		
Leg/ankle		
Foot/toes		
Functional • Duck-walk, single leg hop		

[a]Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.
[b]Consider GU exam if in private setting. Having third party present is recommended.
[c]Consider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

☐ Cleared for all sports without restriction

☐ Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____

_____

☐ Not cleared

- ☐ Pending further evaluation
- ☐ For any sports
- ☐ For certain sports _____

Reason _____

Recommendations _____

_____

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

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HE0503 9-2681/0410

PREPARTICIPATION PHYSICAL EVALUATION
CLEARANCE FORM

Name _____ Sex ☐ M ☐ F Age _____ Date of birth _____

☐ Cleared for all sports without restriction

☐ Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____

_____

☐ Not cleared

- ☐ Pending further evaluation
- ☐ For any sports
- ☐ For certain sports _____

Reason _____

Recommendations _____

_____

_____

_____

_____

_____

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

EMERGENCY INFORMATION

Allergies _____

_____

_____

_____

_____

_____

Other information _____

_____

_____

_____

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_____

_____

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Preparticipación Evaluación Física

Forma de Historia Médica

(Nota: Este formulario debe ser llenado por el paciente y los padres antes de ver al médico. El médico debe mantener esta forma en el gráfico.)

Fecha de Examen Médico _____

Nombre _____ Fecha de Nacimiento _____

Sexo _____ Edad _____ Grado _____ Escuela _____ Deporte(s) _____

Medicinas y Alergias: Escribe una lista de todas las medicinas de receta y suplementos (herbales y nutricionales) que estás tomando

¿Tienes alergias? ☐ Sí ☐ No Si tienes alergias, indica la alergia
☐ Medicinas ☐ Pólen ☐ Comidas ☐ Insectos especifica

Explica las respuestas de "Sí" abajo.

Preguntas Generales	Sí	No
1. ¿Ha sido restringido por un médico para participar en deportes por algúna razón?		
2. ¿Tienes problemas médicos continuamente? Si sí, indica abajo: ☐ Asma ☐ Anemia ☐ Diabetes ☐ Infecciones ☐ Otro: _____		
3. ¿Has pasado la noche en un hospital?		
4. ¿ Has tenido alguna cirugía?		
Preguntas de la salud de tu corazón	**Sí**	**No**
5. ¿Alguna vez has desmayado o casi desmayado durante o después del ejercicio?		
6. ¿Has sentido dolores, o presión en tu pecho mientras haces ejercicios?		
7. ¿Su corazón siempre corre o salta latidos (latidos irregulares) durante el ejercicio?		
8. ¿Ha dicho tu médico que tienes problemas médicos con tu corazón? Si Sí, chequea todo que aplica: ☐ Alta presión sanguínea ☐ soplo cardíaco ☐ Colesterol alto ☐ Infección del corazón ☐ Enfermedad de Kawasaki Otro: _____		
9. ¿Ha pedido un médico un examen médico de tu corazón?		
10. ¿Te sientes mareado o tienes dificultad respirando durante el ejercicio?		
11. ¿Has tenido un incautación inexplicable?		
12. ¿Te sientes más cansado o tienes más dificultad de respirar que tus amigos cuando haces ejercicios?		
Preguntas de la salud de los corazones du tu familia	**Sí**	**No**
13. ¿Ha fallecido un miembro de la familia de problemas del corazón o de una muerte inexplicable antes de la edad de 50 años? (incluyendo ahogo, un accidente de coche inexplicable, o síndrome de muerte súbita infantil)		
14. ¿Hay alguien en su familia que tiene miocardiopatía hipertrófica, síndrome de Marfan, la miocardiopatía arritmogénica del ventrículo derecho, síndrome de QT largo, síndrome de QT corto, síndrome de Brugada o taquicardia ventricular polimórfica catecolaminérgica?		
15. ¿Tiene alguién en tu familia un problema del corazón, usa un marca pasos o un desfibrilador implantado?		
16. ?Tiene alguien en tu familia desmayos inexplicables, incautaciones inexplicables o casi ahogo?		
Preguntas de huesos y articulaciones	**Sí**	**No**
17. ¿Ha tenido una lesión en un hueso, músculo, ligamento o tendón que le hizo perder un entrenamiento o un partido?		
18. ¿Alguna vez te has quebrado o fracturado un hueso o dislocado una articulación o coyuntura?		
19. ¿Ha tenido una lesión que requiera radiografías, resonancia magnética, CT, inyecciones, terapia, un aparato ortopédico, un yeso o muletas?		
20. ¿Alguna vez has tenido una fractura de estrés?		
21. ¿Te han dicho alguna vez que tiene o ha tenido una radiografía para la inestabilidad del cuello o la inestabilidad atlantoaxial? (Síndrome de Down o enanismo)		
22. ¿Utiliza regularmente un aparato ortopédico, ortopédicos, u otro dispositivo de ayuda?		
23. ¿Tiene un hueso, músculo o lesión de la articulación que le molesta?		
24. ¿Alguna de sus articulaciones se vuelven dolorosas, hinchadas, se sienten calientes, o se ven de color rojo?		
25. ¿Tiene antecedentes de artritis juvenil o enfermedad del tejido conectivo?		

Preguntas Médicas	Sí	No
26. ¿Tose, sibilancias o tiene dificultad para respirar durante o después del ejercicio?		
27. ¿Alguna vez has utilizado un inhalador o tomado medicamentos para el asma?		
28. ¿Hay alguien en su familia que tiene asma?		
29. ¿Nació sin o le falta un riñón, un ojo, un testículo (varones), el bazo, o cualquier otro órgano?		
30. ¿Tiene dolor en la ingle o un bulto doloroso o hernia en la ingle?		
31. ¿Ha tenido mononucleosis infecciosa (mono) en el último mes?		
32. ¿Tienes algunas erupciones, úlceras por presión, u otros problemas de la piel?		
33. ¿Ha tenido un herpes o infección de la piel MRSA?		
34. ¿Ha tenido una lesión en la cabeza o una conmoción cerebral?		
35. ¿Alguna vez has tenido un golpe en la cabeza que causó confusión, dolor de cabeza prolongado o problemas de memoria?		
36. ¿Tiene antecedentes de trastornos convulsivos?		
37. ¿Tiene dolores de cabeza con el ejercicio?		
38. ¿Alguna vez ha tenido entumecimiento, hormigueo o debilidad en los brazos o piernas después de golpearse o caerse?		
39. ¿Alguna vez has sido incapaz de mover sus brazos o piernas después de golpearse o caer?		
40. ¿Alguna vez se enferma durante el ejercicio en el calor?		
41. ¿Usted tiene calambres musculares frecuentes al hacer ejercicio?		
42. ¿Usted o alguien en su familia tiene el rasgo de células falciformes o la enfermedad?		
43. ¿Ha tenido problemas con sus ojos o visión?		
44. ¿Ha tenido lesiones en los ojos?		
45. ¿Usted usa anteojos o lentes de contacto?		
46. ¿Usa gafas de protección, o anteojos de seguridad?		
47. ¿Le preocupa su peso?		
48. ¿Estás tratando de o ha recomendado alguien que usted gana o pierde peso?		
49. ¿Está usted en una dieta especial o usted evita ciertos tipos de alimentos?		
50. ¿Alguna vez ha tenido un trastorno alimentario?		
51. ¿Tiene usted alguna preocupación que le gustaría discutir con un médico?		
Sólo mujeres	**Sí**	**No**
52. ¿Alguna vez ha tenido un período menstrual?		
53. ¿Qué edad tenía cuando tuvo su primer período menstrual?		
54. ¿Cuántos periodos ha tenido en los últimos 12 meses?		

Explique respuestas "sí" aquí

_____

Al Mejor de mis conocimientos, mis respuestas son completas y correctas.

Firma del atleta _____ Firma del padre/guardián _____ Fecha _____

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Preparticipación Evaluación Física

EL ATLETA CON NECESIDADES ESPECIALES: FORMULARIO DE HISTORIA SUPLEMENTARIO

Fecha de Examen Médico _____

Nombre _____ Fecha de Nacimiento _____

Sexo _____ Edad _____ Grado _____ Escuela _____ Deporte(s) _____

1. Tipo de discapacidad		
2. Fecha de discapacidad		
3. Clasificación (Si posible)		
4. Causa de la discapacidad (nacimiento, enfermedad, accidente / trauma, otros)		
5. Enumerar los deportes que usted está interesado en jugar		
	Sí	No
6. ¿Utiliza regularmente un aparato ortopédico, dispositivo de ayuda, o prótesis?		
7. ¿Utiliza algún corsé especial o dispositivo de ayuda para los deportes?		
8. ¿Tienes algunas erupciones, úlceras por presión, o cualesquier otros problemas de la piel?		
9. ¿Tiene una pérdida auditiva? ¿Utiliza un audífono?		
10. ¿Tiene una discapacidad visual?		
11. ¿Utiliza dispositivos especiales para la función intestinal o de la vejiga?		
12. ¿Usted tiene ardor o molestias al orinar?		
13. ¿Ha tenido la disreflexia autonómica?		
14. ¿Alguna vez ha sido diagnosticado con una enfermedad del calor (hipertermia) o (hipotermia) enfermedades relacionadas con el frío?		
15. ¿Tiene la espasticidad muscular?		
16. ¿Tiene convulsiones frecuentes que no pueden ser controladas con medicación?		

Explique respuestas "sí" aquí

_____

_____

_____

_____

_____

	Sí	No
Inestabilidad atlantoaxial		
Evaluación de rayos X para la inestabilidad atlantoaxial		
Articulaciones dislocadas (más de una)		
Sangrado fácil		
Agrandamiento del bazo		
Hepatitis		
La osteopenia u osteoporosis		
Dificultad para controlar los intestinos		
Dificultad para controlar la vejiga		
El entumecimiento u hormigueo en los brazos o las manos		
El entumecimiento u hormigueo en las piernas o los pies		
Debilidad en los brazos o las manos		
Debilidad en las piernas o los pies		
El cambio reciente en la coordinación		
El cambio reciente en la capacidad para caminar		
Espina bifida		
La alergia al látex		

Por favor, indique si alguna vez ha tenido alguna de las siguientes.

Explique respuestas "sí" aquí

_____

_____

_____

_____

_____

Al Mejor de mis conocimientos, mis respuestas son completas y correctas.

Firma del atleta _____ Firma del padre/guardián _____ Fecha _____

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Preparticipation Physical Evaluation
PHYSICAL EXAMINATION FORM

Name _____ Date of birth _____

PHYSICIAN REMINDERS

1. Consider additional questions on more sensitive issues
   - Do you feel stressed out or under a lot of pressure?
   - Do you ever feel sad, hopeless, depressed, or anxious?
   - Do you feel safe at your home or residence?
   - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
   - During the past 30 days, did you use chewing tobacco, snuff, or dip?
   - Do you drink alcohol or use any other drugs?
   - Have you ever taken anabolic steroids or used any other performance supplement?
   - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
   - Do you wear a seat belt, use a helmet, and use condoms?
2. Consider reviewing questions on cardiovascular symptoms (questions 5–14).

EXAMINATION		
Height Weight ☐ Male ☐ Female		
BP / (/) Pulse Vision R 20/ L 20/ Corrected ☐ Y ☐ N		
MEDICAL	**NORMAL**	**ABNORMAL FINDINGS**
Appearance • Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span > height, hyperlaxity, myopia, MVP, aortic insufficiency)		
Eyes/ears/nose/throat • Pupils equal • Hearing		
Lymph nodes		
Heart[a] • Murmurs (auscultation standing, supine, +/- Valsalva) • Location of point of maximal impulse (PMI)		
Pulses • Simultaneous femoral and radial pulses		
Lungs		
Abdomen		
Genitourinary (males only)[b]		
Skin • HSV, lesions suggestive of MRSA, tinea corporis		
Neurologic[c]		
MUSCULOSKELETAL		
Neck		
Back		
Shoulder/arm		
Elbow/forearm		
Wrist/hand/fingers		
Hip/thigh		
Knee		
Leg/ankle		
Foot/toes		
Functional • Duck-walk, single leg hop		

[a]Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.
[b]Consider GU exam if in private setting. Having third party present is recommended.
[c]Consider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

☐ Cleared for all sports without restriction

☐ Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____

_____

☐ Not cleared

- ☐ Pending further evaluation
- ☐ For any sports
- ☐ For certain sports _____

Reason _____

Recommendations _____

_____

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

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Preparticipation Physical Evaluation
CLEARANCE FORM

Name _____ Sex ☐ M ☐ F Age _____ Date of birth _____

☐ Cleared for all sports without restriction

☐ Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____

_____

☐ Not cleared

- ☐ Pending further evaluation
- ☐ For any sports
- ☐ For certain sports _____

Reason _____

Recommendations _____

_____

_____

_____

_____

_____

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

EMERGENCY INFORMATION

Allergies _____

_____

_____

_____

_____

_____

Other information _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

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VCSSFA

Ventura County Schools Self Funding Authority

School Athletics
Physical Contact Acknowledgement

Student name _____ Birth date _____

Parent or legal guardian (Please print) _____ Student address _____

School _____ Sport/Activity _____ Coach/Instructor _____

Athletics and sports often require highly technical physical movements. In order to prepare student athletes to compete to the best of their ability, Coaches may come into physical contact with student athletes. This physical contact is for instructional purposes to guide student athletes in proper positioning and movements.

Examples of situations of instructional potential physical contact include, but are not limited to:

- Batting stances in baseball and softball,
- Competitive Cheer stunts,
- Diving practices,
- Football tackling techniques,
- Golf and tennis swings,
- Starting block positions in track,
- Water polo practices,
- Wrestling positions and moves.

By signing this Physical Contact Acknowledgement, you are recognizing you understand there is potential instructional physical contact between the coach and student athlete, and it is acceptable to you.

Signature (Student) _____ Date _____

Signature (Parent or legal guardian) _____ Date _____

Home telephone _____ Work telephone _____ Mobile telephone or pager _____

Approved 10/17/2017

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.4

DATE: June 4, 2024

TO: City Council

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

SUBJECT: Senate Bill 1 (SB1) Local Streets and Road Maintenance and Rehabilitation Account (RMRA) Project List for Fiscal Year 2024-25.

RECOMMENDATION

That the City Council adopt a resolution to:

1. Adopt the Fiscal Year 2024-25 project list of Senate Bill 1 (SB1) proposed projects that will be funded in part or solely with Road Maintenance and Rehabilitation Account revenues; and
2. Authorize the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of the resolution.

(Public Works and Transportation Committee approved 3-0 on May 14, 2024.)

BACKGROUND

In 2017, the Governor approved Senate Bill 1 (SB 1) creating the Local Streets and Roads Program, which included the Road Maintenance and Rehabilitation Account (RMRA). The purpose of this funding is to provide an estimated $52.4 billion in revenue Statewide over ten years.

State Reporting Guidelines as described in Streets and Highways Code 2034(a)(1) require that local jurisdictions provide the California Transportation Commission (CTC) with an annual resolution identifying projects that may utilize RMRA. The Resolution should include the project title, description, location, schedule, and estimated useful life for each project. The resolution must also include projects previously listed that may continue to utilize prior RMRA in Fiscal Year 2024-25. At year-end, the City will submit the annual reporting of expenditures, including additions or omissions to prior project lists, which is allowable through the CTC and State Guidelines.

Since RMRA began, the City has completed resurfacing projects utilizing RMRA. For example, Auto Center Commercial Neighborhood, Vineyard Avenue Resurfacing, Fremont North Resurfacing, Bryce Canyon Resurfacing and Citywide Thin Maintenance Overlay Phase II have all been completed using RMRA.

Capital Improvement Program (CIP) Reference:

Project No. **C2209** – Neighborhood Street Resurfacing CIP 2022-2027 – Adopted May 3, 2022 – Page 62.
Project No. **C2205** - Arterial Street Resurfacing CIP 2022-2027 - Adopted May 3, 2022 - Page 47.

DISCUSSION

Staff recommends that the City Council adopt a Resolution proposing the projects listed below to use RMRA (Fund 185) funding. These projects include both operational and CIP projects and are anticipated to expend from $5.1M of new FY

2024-25 funding, as well as any unspent, previously allocated, RMRA funding:

Operational Projects:

- Public Works Road & Signal Maintenance - Provides as-needed ongoing maintenance for all City streets and traffic signal infrastructure by utilizing Public Works Streets Division Staff and Traffic Signal Operations Staff.
- Annual Pavement System Upgrade - Ongoing planning project that uses a pavement management system to identify streets for potential repair and resurfacing. This effort is described in detail below.

CIP Projects:

- Neighborhood Street Resurfacing - CIP Project
- Arterial Street Resurfacing - CIP Project

The Arterial Street and Neighborhood Street Resurfacing projects recommended for RMRA use were selected based on the methodology described below. A Project Map showing the street locations is attached.

The City maintains approximately 1,037 lane miles of streets. Consultants have performed street inspections on a three-year rotation with a third of residential and collector streets inspected each year and 100% of arterial roads receiving annual inspections. These are referred to as Rotations A, B, & C.

The Annual Pavement System Upgrade project provides funding for the City's street resurfacing consultant, Pavement Engineering Inc. (PEI), who uses a Pavement Management System (PMS) to assist with tracking inventory, storing work history and furnishing budget estimates to optimize funding for improving the City's pavement system using a software program called StreetSaver. The PMS also helps the City identify candidate streets for potential repair and maintenance and what sort of repair will be necessary. PEI uses a variety of measurements to determine the Pavement Condition Index, or PCI, of each road segment.

These measurements include:

1. How many cracks there are in a mile of pavement
2. How deep and long those cracks are
3. What the crack pattern is
4. What percentage of a road segment displays deficiencies

Crack/deficiency patterns include:

1. Alligator cracking
2. Block cracking
3. Longitudinal cracking
4. Transverse cracking
5. Distortions
6. Utility cuts/patches
7. Rutting/depressions
8. Weathering

The patterns and the percentage of roadway segments affected are entered into StreetSaver and a PCI is generated. Engineers at PEI use that information to determine the most cost-effective repair strategy. PEI will take the cost and the life expectancy of the repair to determine the annual maintenance cost. This is the critical part, allocating the proper resources necessary annually for road maintenance.

Another critical factor is when the roadway should be paved. Incorrectly timed repairs can lead to additional repairs due to deferred maintenance. There is a point on each road segment where the right timing matches up with the appropriate

repair method to create a cost-effective pavement repair. Public Works staff then takes this information and considers how the timing of street repairs matches up with the timing of pipe replacement needs, and how the streets can be grouped in a way that maximizes cost-effectiveness and efficiency. This analysis is used to create the City's Pavement Management Program, which is the method used to select projects to use RMRA funding (see the attached staff report from April 2, 2024 (Attachment 4), with additional information about the City's pavement management program).

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

None. The recommended action and resolution fulfills State requirements and does not appropriate funds through this item. Actual funding will be requested and appropriated during the budgeting process for FY 2024-25.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on May 14, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Morgan Kessler, City Engineer, Debbie O'Leary, Transportation Planner

ATTACHMENTS

1. RMRA Resolution
2. RMRA_Street List
3. RMRA_Project Map
4. 2024-04-02 Citywide Pavement Management Program Overview Agenda Report

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated $5,160,673 in RMRA funding in Fiscal Year 2024-25 from SB 1; and

WHEREAS, this is the eighth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a public process to ensure public input into our community's transportation priorities (the project list); and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate multiple streets/roads, throughout the City this year and multiple similar projects into the future; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in an at-risk condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a good condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Oxnard, as follows:

1. The foregoing recitals are true and correct.

2. The following previously proposed and adopted projects may also utilize Fiscal Year 2024-25 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Project Title	Project Description	Project Location	Estimated Project Schedule	Estimated useful life
Neighborhood Street Resurfacing	Street overlay, ADA improvement, concrete work, traffic striping.	Streets are in the following Neighborhoods: Bartolo Square South, Kamala Park Neighborhood and La Colonia Neighborhood, Residential Resurfacing - Ph II - street list is attached, highlighted streets include Ninth Street, K Street, West Third Street and West First Street	7/24-6/25	15 years
Arterial Street Resurfacing	Street overlay, ADA improvement, concrete work, traffic striping.	Streets include E Gonzales Road from Oxnard Blvd. to Rice Avenue; W Gonzales Road from Victoria Avenue to Oxnard Blvd.; Hueneme Road from J Street to Edison Drive and Oxnard Blvd. from Gonzales Road to Roberts Avenue.	7/24-6/25	15 years
Public Works Road & Signal Maintenance	City Staff provide ongoing maintenance to roadways and traffic signals Citywide	All Citywide streets are included in this operational project, which provides as-needed and on-going maintenance for all City street and traffic signal infrastructure. City streets and intersections may	7/24-6/25	7 years

		include Channel Islands Blvd., Fifth Street, Gonzales Road, Oxnard Blvd., Pleasant Valley Road, Rice Avenue, Rose Avenue, Saviers Road, Ventura Road and Wooley Road. The locations identified are subject to change.		
Annual Pavement System Upgrade	Inspection of City Streets, updating the Pavement Management System to develop a Streets Master Plan	All Citywide streets are included in this planning project such as Channel Islands Blvd., Fifth Street, Gonzales Road, Oxnard Blvd., Pleasant Valley Road, Rice Avenue, Rose Avenue, Saviers Road, Ventura Road and Wooley Road. The locations identified are subject to change.	7/24-6/25	3 years

3. The City Council authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

PASSED AND ADOPTED this 4th day of June, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN

_____
John C. Zaragoza, Mayor

ATTEST:

_____

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen Fischer, City Attorney

City of Oxnard Project Location List Locations identified are subject to change

NEIGHBORHOOD STREET RESURFACING – CIP Project

Bartolo Square South Neighborhood

STREET NAME:	FROM:	TO:
IRIS ST	VENTURA RD	J ST
JACKSON ST	KAMALA ST	CHANNEL ISLAND BLVD
JUNIPER ST	VENTURA RD	J ST
K ST	HEMLOCK ST	W IRIS ST
K ST	KAMALA ST	CHANNEL ISLAND BLVD
KAMALA ST	VENTURA RD	J ST
L ST	KAMALA ST	LAUREL ST
LAUREL ST	M ST	K ST
M ST	HEMLOCK ST	CHANNEL ISLAND BLVD
MANZANITA DR	N. END CUL-DE-SAC	CHANNEL ISLAND BLVD

Kamala Park Neighborhood

STREET NAME:	FROM:	TO:
E ST	HILL ST	CEDAR ST
ELM CT	W END	G ST
B ST	CEDAR ST	ELM ST
BIRCH ST	C ST	SAVIERS RD
CEDAR CT	C ST	S B ST
CEDAR CT	W END	G ST
CEDAR CT	G ST	D ST
D ST	WOLFF ST	S END
G ST	WOOLEY RD	HILL ST
G ST	HILL ST	J ST
GUAVA ST	VALLEY PARK DR	SAVIERS RD
GUAVA ST	S G ST	E ST
HILL ST	S J ST	SAVIERS RD
H ST	WOOLEY RD	HILL ST
I ST	WOOLEY RD	HILL ST
IRIS ST	D ST	SAVIERS RD
JUNIPER ST	C ST	E END
KAMALA ST	J ST	C ST
COACH C LN	C ST	SAVIERS ST
LINDEN DR	J ST	C ST
MAYWOOD WY	C ST	LINDEN RD
MAYWOOD WY	LINDEN RD	CHANNEL ISLAND BL
VALLEY PARK DR	BIRCH ST	JUNIPER ST
WOLFF ST	I ST	C ST
WOLFF ST	W END	C ST
WOLFF ST	C ST	SAVIERS RD

La Colonia Neighborhood Street

STREET NAME:	FROM:	TO:
COLONIA RD	OXNARD BLVD	JUANITA AVE
COOPER RD	OXNARD BLVD	JUANITA AVE
N HARISON AVE	COLONIA RD	S END
N HAYES AVE	COLONIA RD	COOPER RD
S HAYES AVE	251 S HAYES AVE	E THIRD ST
N GRANT AVE	COLONIA RD	COOPER RD
N GARFIELD AVE	COLONIA RD	COOPER RD
N ROSEVELT AVE	COLONIA RD	COOPER RD
N MCKINLEY AVE	COLONIA RD	COOPER RD
N BONITA AVE	COLONIA RD	COOPER RD
N ANITA AVE	COLONIA RD	COOPER RD
FELICIA CT	N MARQITA CT	N MARQITA CT
E FIRST ST	N HARISON AVE	S JUANITA AVE
E FIRST ST	S JUANITA AVE	ROSE AVE
N BONITA AVE	COLONIA RD	E FIRST ST
S BONITA AVE	E FIRST ST	E THIRD ST
HARDING AVE	E FIRST ST	E THIRD ST
S JUANITA AVE	COLONIA RD	E THIRD ST
NAVARO ST	FIRST ST	E THIRD ST
MORRIS ST	CAMPTON DR	SARITA DR
S COMPTON DR	FIRST ST	E THIRD ST
SARITA DR	FIRST ST	E SECOND ST
E SECOND ST	WILSON AVE	SARITA DR
CRAWFORD ST	COMPTON ST	SARITA DR
SARITA DR	CRAWFORD ST	SECOND ST

Residential Resurfacing – Phase II – Various Streets

STREET NAME:	FROM:	TO:
NINTH ST	S C ST	OXNARD BLVD
K ST	W SECOND ST	W FIFTH ST
W THIRD ST	W END	S K ST
W 1ST ST	S C ST	OXNARD BLVD

ARTERIAL STREET RESURFACING – CIP Project

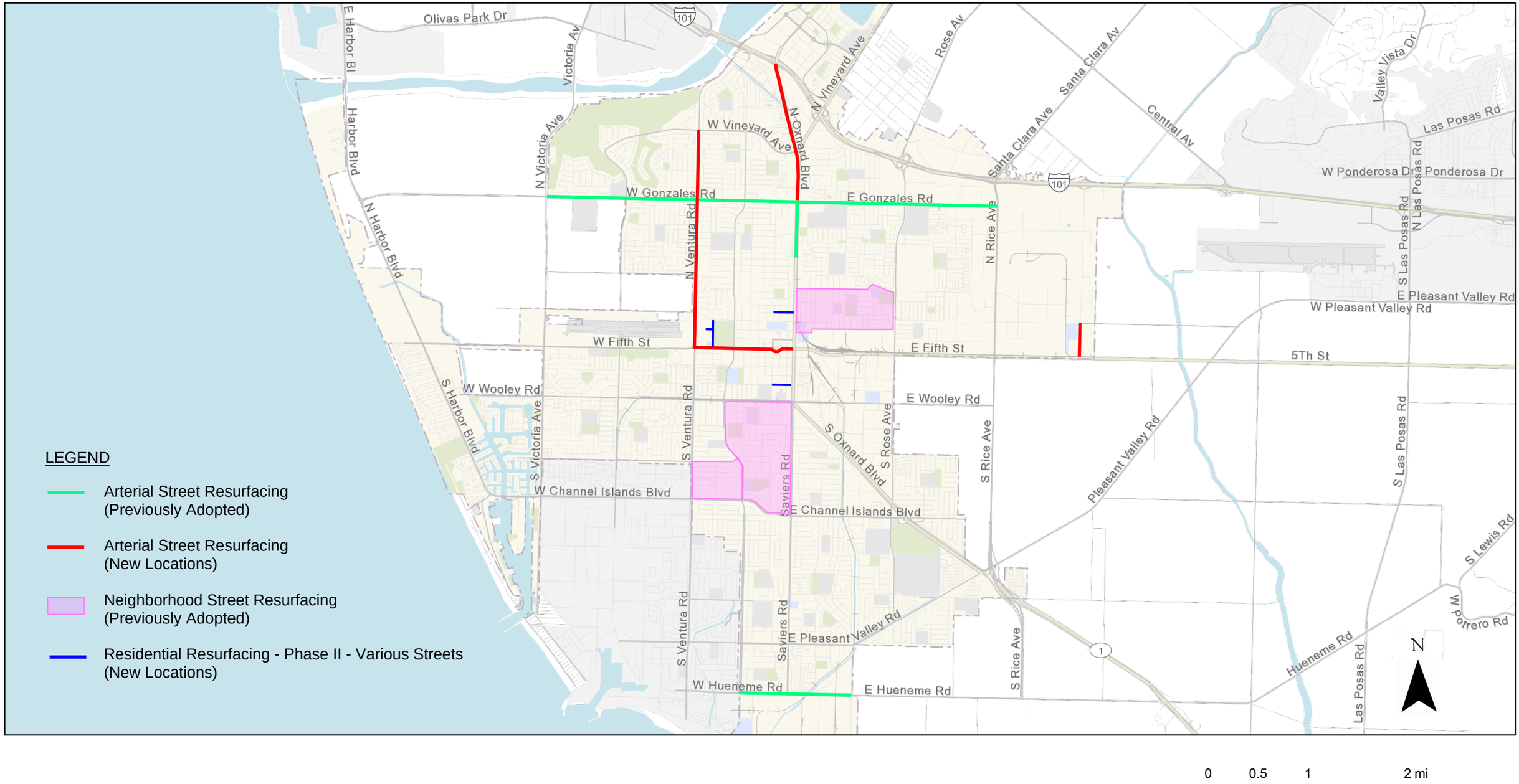
STREET NAME:	FROM:	TO:
E GONZALES ROAD	OXNARD BLVD	RICE AVE
W GONZALES ROAD	VICTORIA AVE	OXNARD BLVD
HUENEME RD	J ST GONZALES	EDISON DR
OXNARD BLVD	GONZALES RD	ROBERT AVE
N VENTURA RD	W FIFTH ST	OXNARD BLVD
W FIFTH ST	N VENTURA RD	OXNARD BLVD
DEL NORTE	STURGIS DR	E FIFTH ST

ANNUAL PAVEMENT SYSTEM UPGRADE - Operational
All Citywide streets are included in this planning project including:

CHANNEL ISLANDS BOULEVARD
FIFTH STREET
GONZALES ROAD
OXNARD BOULEVARD
PLEASANT VALLEY ROAD
RICE AVENUE
ROSE AVENUE
SAVIERS ROAD
VENTURA ROAD
WOOLEY ROAD

OXNARD RMRA PROJECT LOCATION MAP

Public Works Department - Engineering Division



CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. K.2

DATE: April 2, 2024

TO: City Council

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

SUBJECT: Citywide Pavement Management Program Overview. (20 minutes)

RECOMMENDATION

That the City Council receive and file a report on the Citywide Pavement Management Program Overview.

(Public Works & Transportation Committee approved 3-0 on March 12, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/gJqiE9RCOlg

BACKGROUND

Oxnard's streets and alleyways are among its most valuable assets, with a present replacement value of approximately $988.9M. Because of this high value, combined with the need to address continuous pavement wear and degradation, it is imperative to perform corrective and preventive maintenance via a strategic multi-year, multi-phase plan. This plan is implemented through individual construction projects utilizing a "toolbox" of paving methods. Such treatments generally include removal and replacement (R&R), cold milling with asphalt concrete (A/C) overlays, portland cement concrete (PCC) patching and reconstruction, and sealing (crack, slurry, cape, and micro-surfacing). Seals are typically seen as preventive maintenance (also commonly termed pavement preservation) techniques, as they do not add structural capacity to the existing pavement.

The City currently owns and maintains approximately 440.5 total centerline miles across all functional street classifications, as follows:

- Arterial and Collector – 128.6 centerline miles
- Residential – 246.8 lane miles centerline miles
- Alley – 65.1 centerline miles

This equates to a total of 95,450,658 square feet of pavement in the City's network, as calculated by the City's pavement management software, StreetSaver. This application, sourced from and managed by the Metropolitan Transportation Commission (MTC), is a planning tool used to monitor, analyze, and forecast Oxnard's overall Pavement Management Program (PMP) and is critical to establishing a proper, phased multi-year paving cycle. Projections and computations regarding change in pavement condition versus annual funding investment are typically made over a 10-year span; for budget planning and capital project programming purposes, staff develops a phased paving project plan based on a rolling 5-year horizon, termed the Citywide Pavement Management Program.

It should be noted that the current lawsuit against the City filed by Aaron Starr and his political corporation "Moving Oxnard Forward" precludes the use of lease revenue bonds for funding pavement projects. Such bonding, commonly used for high-cost projects like street paving, is a financing mechanism traditionally used by all American cities, counties,

and states, that provide for funding consistency and predictability necessary for the development of a strategic, multi-year paving program. A funding source like this allows for both corrective and preventive paving work to be planned and executed predictably, with the goal of stretching the limited available funding as far as possible.

DISCUSSION

The key pavement health metric used by Oxnard is the Pavement Condition Index (PCI), which provides a snapshot of the pavement health of a road through a surface condition-based visual analysis algorithm. It is reported on a scale of 0 to 100 (0 being worst, 100 best). Oxnard's PCI assessments are made yearly by a contracted pavement engineering consultant. According to the most recent PMP report (utilizing inspections from 2023), the average PCI of the City's entire road network is 67; broken into roadway functional classifications, this equates to PCIs of 73 for Arterials, 69 for Collectors, 68 for Residential, and 29 for Alleys.

The Citywide Pavement Management Program is a planning and project programming roadmap for Oxnard's paving needs over a rolling multi-year horizon, and is further broken down into project phases. Each phase is a collection of street locations that is determined by prioritization (explained below), anticipated budget, grouping of locations for construction efficiency, and other technical factors. The phases are implemented mainly through three discrete projects within the present Capital Improvement Program (CIP). Projects are separated into alleys, residential streets, and arterial streets as discussed in more detail below.

Planning over a multi-year horizon is critical for budgeting resources – both staff and financial. Adopting a capital pavement program allows Engineering staff to schedule projects according to anticipated revenues and staff workload capacity. This also makes the Council's priorities clear to staff as grant opportunities arise that may be applicable to the planned projects.

Being a multi-year funding roadmap, there is flexibility such that new projects or street segments could be added as unforeseen year-to-year circumstances arise such as funding amounts, materials costs, accelerated pavement degradation, etc.

Prioritization

Since there are more needs than funding or staff resources to meet those needs, projects must be prioritized. A further consideration for prioritization is moving the overall pavement condition forward toward "good" (generally considered a PCI value of at least 70) and, once there, maintaining at least that level over time. City staff has developed a methodology for prioritizing and programming paving projects to meet these constraints. Generally, projects are divided into three subcategories, namely residential streets, arterial streets, and alleyways; these generally correspond with the three named paving projects in the CIP. Each subcategory has somewhat different prioritization parameters, as follows:

Project priorities for **residential streets** are determined by:

> The average PCI and the number of lane miles are calculated for each neighborhood (Only for poor-condition streets, i.e. PCI<55). High priority is given to neighborhoods with low average Pavement Condition Index (PCI), a high number of lane miles, and a high concentration of pothole repair work.

Project priorities for **arterial** streets are determined by,

> Average PCI and Average Daily Traffic (ADT), representing the number of vehicles using the street each day are calculated for each arterial project. High priority is given to arterial streets with low PCI, high ADT, and high number of pothole repairs.

Project priorities for **alleys** are determined by:

> Low PCI, high population density, schools, parks, businesses, and the number of potholes repaired.
> A high priority is given to alleys with low PCI, high pothole repair count, high population density, and close proximity to schools, parks, and businesses.

A special case exists for the above prioritization system, namely locations where there are aging, buried cast iron pipes that are historically troublesome and prone to failure. These tend to be located in alleyways, and in these places the pipe ideally should be removed and replaced before the paving work occurs. For the present multi-phase paving plan, a number of the project locations (see attachments) for the first two phases recommend the replacement of cast iron pipe ahead of the paving work. To accomplish this, funding will need to be identified and programmed separately for the CIP project titled "Water Distribution: Neighborhood Street Cast Iron Pipe Replacement".

A high degree of weight will be placed on locations requiring a significant amount of pothole repair work. The City's pothole repair team is the same staff that does sidewalk repair, curb/gutter repair, street sign maintenance and repair, street striping, right-of-way clean-up, etc. Pothole repair work is temporary, costly, and requires dedicated resources (i.e. staffing and equipment) for little long-term benefit. As such, the more street segments with a high pothole repair need that can be addressed with long-term corrective/preventive paving work, the better the Public Works team can leverage its limited resources. As mentioned above, there are a range of pavement treatments available, and a "mix of fixes" is usually the ideal way to proceed with a given year's paving project. Staff has determined that, for this present multi-phase plan, the most effective paving budget split will be approximately 80% for rehabilitation (A/C mill-and-overlays, PCC concrete) and 20% for preventive maintenance (also called pavement preservation, such as slurry seals, cape seals, and micro-surfacing). Over time, as the City's overall PCI goes up, this split will change to reflect less of a "worst first" approach that prioritizes rehabilitation, to one of "keeping good pavements good" that emphasizes maintenance and preservation.

The concept of "mix of fixes" is important to elaborate on since at first glance it may seem counter-intuitive. It is easy to think that the best way to address paving work is to fix the worst street segments (that is, streets with the lowest PCI) first. However, that approach is flawed for two general reasons. First, the degradation of asphalt concrete is not linear. As PCI scores approach around 70-65 or less, asphalt concrete degrades exponentially. Second, the cost to do corrective work such as R&R and mill-and-overlay (generally used when the PCI is less than 65-70) is 6-10 times more than the cost to do preventive/preservation work such as seals and microsurfacing (normally used where the PCI is greater than 70). Said another way, if the worst streets are the only ones done in each phase, then the streets with higher PCIs will continue to degrade untreated down past a PCI of 70, and cost 6-10 times more to fix in the future. Therefore, it's imperative to maximize the use of pavement preservation techniques in every phase; this approach results in the least-cost per square foot, and stretches the limited amount of funding for maximum benefit. This is why Public Works staff will make recommendations to conduct paving work on several street segments in each phase with higher PCIs than other streets that have lower PCIs.

Pavement Maintenance Program Phasing

A traditional pavement management program (PMP) is separated by fiscal years to include the identification of the total amount of paving work (e.g. street segments) that can be done in each fiscal year with the known or required funding amount. However, with the Aaron Starr lawsuit, bonding is not currently available to Oxnard. The City prevailed in the lawsuit at the trial court level, but Aaron Starr immediately filed an appeal. The appeal process could take a year for the case to be briefed and argued, and for the court to issue a ruling. As such, planning for street paving work must be modified until such time the lawsuit process is complete.

The City's 2023 pavement management report indicates that $19.4M dollars (hard construction costs) should be spent each fiscal year to maintain the current PCI. When adding in the soft costs (design, inspection, material testing, etc) the estimated total amount per year is $23.3M dollars. However, with bond funding unavailable, the long-term planning for pavement rehabilitation and maintenance is hampered. The amount of new annual Gas Tax for CIP paving projects, in addition to the anticipated Measure O funding for alley work, amounts to $6.25M for next Fiscal Year instead of the $23.3M per year to maintain the current PCI. Therefore, Public Works has organized the PMP into phases rather than fiscal years. Using a phased approach allows for the flexibility to adjust funding amounts (higher or lower) to avoid unrealistic expectations from the public about when streets will be paved. It should be noted that any funds remaining once current paving construction projects are completed will be carried over to next fiscal year and can be used for Phase 1 work.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no direct financial impact to receive and file this report and provide input. Depending on input and direction from the City Council during the annual Operating and CIP budget process, there are several issues to address. Presently, due to the City's current inability to bond for projects resulting from the Aaron Starr lawsuit, the new funding specifically available for street paving for next Fiscal Year is solely from gas tax and anticipated Measure O revenue in the amount of approximately $6.25M. With this amount, the City can pave only one residential street project and a few alleyways identified in Phase 1. Should there be an opportunity to provide more funding, additional streets from Phase 1 may be included in this year's project scope.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on March 12, 2024 to approve the staff recommendation and to forward the item to the City Council as a receive and file report.

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. Proposed Arterial Street Construction Projects Phase I & Phase II
2. Proposed Arterial Street Construction Projects Phase III, Phase IV and Phase V
3. Proposed Alley Construction Projects Phase I and Phase II
4. Proposed Alley Construction Projects Phase III, Phase IV and Phase V
5. Proposed Residential Street Construction Projects Phase I & Phase II
6. Proposed Residential Street Construction Projects Phase III, Phase IV and Phase V
7. Presentation

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.5

DATE: June 4, 2024

TO: City Council

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

SUBJECT: Annual Purchase Orders with Accent Wire-Tie to Supply and Deliver Bale Wire for the Del Norte Regional Recycling and Transfer Station.

RECOMMENDATION

That the City Council approve and authorize the Purchasing Agent to execute annual purchase orders with Accent Wire-Tie in the amount not to exceed $375,000 for an initial one-year term from July 1, 2024, to June 30, 2025, with an option to extend the term for two (2) consecutive one-year periods for a final term ending June 30, 2027, for the supply and delivery of bale wire for baling recyclable material.

(Public Works and Transportation Committee approved 3-0 on May 14, 2024)

BACKGROUND

The City's Del Norte Regional Recycling & Transfer Station (Del Norte) estimated volume/usage is 60,000 lbs. of bale wire annually. An 11-gauge galvanized extra-high-tensile wire is used due to the size and weight of the bales. Baling wire bundles recyclable materials; cardboard, plastic, and aluminum for sale and transport.

DISCUSSION

On January 12, 2024, the City issued a Request for Bid (RFB) PW 24-70 to solicit bids from vendors for supply and delivery of bale wire. The RFB was posted on the City's website and PublicPurchase.com. Two vendors submitted bids by the closing date, March 29, 2024. Accent Wire-Tie submitted the lowest most responsive bidder by the closing date, March 29, 2024. Accent Wire-Tie meets all required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes that this vendor is capable of satisfactorily meeting the needs of the City.

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

If the term options are fully utilized, the total cost of the purchase orders with Accent Wire-Tie for the as-needed supply and delivery of bale wire to the Del Norte from July 1, 2024, through June 30, 2027, shall not exceed $375,000. Funding for this purchase is included in the Proposed Fiscal Year 2024-25 Budget from the Environmental Resources Fund 631 for the City Council's consideration. Subsequent year allocations will be requested during the annual budget process.

Estimated Spending Plan				
ACCOUNT	**FY 2024-25**	**FY 2025-26**	**FY 2026-27**	**TOTAL**
6313636-52400	$125,000	$125,000	$125,000	$375,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on May 14, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director, Eric Zetz, Division Manager

ATTACHMENTS

1. City of Oxnard RFB 3-2024 Accent Wire-Tie

City of Oxnard
Request for Bid

PW 24-70

Supply & Deliver of Bale Wire

Bid Close Date: 03/29/2024
at or before 2:00 p.m. PT

Purchasing Division
300 West Third Street
Oxnard, CA 93030
https://www.oxnard.org/
Solicitation opportunities: https://www.oxnard.org/rfps-and-rfqs/

PREPARATION OF BID

Proposers will be responsible to carefully examine the requirements contained herein.

Proposed Timeline

DATE	ACTIVITY
January 12, 2024	Release of Solicitation
March 18, 2024	Last day for Questions by Bidders
March 29, 2024	Submission of the Proposal is due to the City of Oxnard Purchasing Division at or before **2:00 p.m.**
April 1 – April 5, 2024	Review of Bids
April 2024	Agreement Development/Negotiations
June 4, 2024	City Council approval (if necessary, e.g., over $200,000)
July 1, 2024	Contracted work begins

The above dates are tentative and are subject to change as necessary.

1.1 In addition to responding to other sections of this request for bid, **bidder shall submit Attachments A, B, and C, in its entirety, which includes the bid documents and specifications**. Failure to do so may cause rejection of the bid.

1.2 Bidder's response shall state on a point-by-point basis whether the bid is in compliance with the requirements and specifications of this request for bid. Deviations to the requirements and specifications may be considered, provided that the vendor submits full description and explanation of, and or justification for the proposed deviation supported by specifications and descriptive literature that fully describes the item(s) offered.

1.3 Bidders may reproduce Attachment A to submit alternate bids, if the City requests alternate bids.

1.4 The bid must be submitted by an authorized agent of the submitting entity.

1.5 Term of Agreement:

It is the intent of the City to issue a non-exclusive agreement for a one (1) year term with pricing locked in for this term, with the option if agreed upon by both parties for two additional one-year periods.

1.6 Company Profile

This section of the bid is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

A. Business name and legal business status (i.e. partnership, corporation, etc.).

BIDDER'S RESPONSE:

B. Company overview and disclosure of services or activities performed, including:

i. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of $250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and <u>if any contributions</u> were made to the Elected Officials.

ii. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.

iii. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.

iv. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

i. ***BIDDER'S RESPONSE:*** 10131 FM 2920, Tomball, TX 77375

ii. ***BIDDER'S RESPONSE:***

iii. ***BIDDER'S RESPONSE:***

iv. ***BIDDER'S RESPONSE:***

C. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

BIDDER'S RESPONSE:

1.7 GENERAL INFORMATION

The City of Oxnard, incorporated as a general law city in 1903, is located about sixty miles west of the Los Angeles Civic Center and about ten miles southeast of the City of Ventura. It is situated near the mouth of the Santa Clara River on a gently sloping alluvial fan commonly known as the Oxnard Plain. Elevations in the City range from mean sea level to about 100 feet above mean sea level. Today, the City of Oxnard has a population of slightly more than 210,000 residents and its corporate limits cover an area of about 32 square miles.

1.8 BACKGROUND INFORMATION

The City of Oxnard is requesting bids to secure a qualified vendor to supply and deliver baling wire to the Environmental Resources Division located at the Del Norte Regional Recycling and Transfer Station, 111 South Del Norte Boulevard, Oxnard, California 93030. The purchase of the baling wire will be used to prepare bales of recyclable material for market.

1.9 SERVICE DESCRIPTION

For all services required, the Vendor will be responsible for the following:

1.9.1 To provide full truck loads (flat beds) of baling wire to get the best volume pricing and the lowest transportation cost.

1.9.2 To provide baling wire that meets the specifications of 11-GA Galv EXTRA Hi-TENSILE Tying Wire.

1.9.3 To provide service within 72 hours of the City's request.

1.9.4 To provide delivery when the Del Norte Regional Recycling and Transfer Station is open for business and a City of Oxnard Environmental Resources Division employee can inspect, receive, and sign an acceptance receipt. A copy would be provided for the City at the point of accepting the baling wire order.

1.9.5 Bid will include the price per pound for the appropriate baling wire.

ATTACHMENT A

COMPENSATION SCHEDULE

The above-named bidder having examined the proposed Contract Documents and having visited the sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

BALING WIRE	PRICE PER POUND
	$1.24

**Contract billing rate is an all-inclusive rate. The billing rate shall include all costs necessary.*

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01		#03	
#02		#04	

In case of any discrepancy between the cost per unit/services and the extended amount, the cost per unit/service shall prevail; but, if the amount set forth as an cost per unit/service amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the extended amount, then the amount set forth in the extended amount shall prevail. In case of any discrepancy between the extended amount and the total bid amount, the extended amount shall prevail; but, if the amount set forth as an extended amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total bid amount, then the amount set forth in the total bid amount shall prevail. In case of any discrepancy between words and figures in the total bid amount, the words shall prevail.

B. Sims
Authorized Signature

Authorized Signature

Bill Sims
Print Signature

Print Signature

CEO
Title

Title

ATTACHMENT B

CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Bill Sims

depose and say that I am CEO
("Sole Owner", "A Partner", "President", or other proper title)

of ACCENT WIRE-TIE
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.

2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

3. That the addenda indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

B. Sims
Signature

3/6/24
Date

ATTACHMENT F

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2852

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA,
ESTABLISHING A SMALL LOCAL BUSINESS
PURCHASING PREFERENCE PROGRAM

WHEREAS, the unemployment rate in the City of Oxnard in recent years consistently has been higher than the unemployment rate of other cities in Ventura County and in the State; and

WHEREAS, the Council finds it necessary, desirable, and in the best interests of the City to establish a small business preference program in order to attract businesses to Oxnard, to retain businesses, and to increase employment and reduce competitive barriers faced by small local businesses; and

WHEREAS, the City is authorized by its municipal affairs authority and state law to establish such a program.

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

Part 1. In cases where the Oxnard City Code requires a written competitive bid for the purchase of goods or services, in determining the lowest responsible bidder when responsibility and quality are equal, a credit in a percentage of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "Small Local Business" in this ordinance as follows: 5% of the amount up to $500,000; 4% of the amount between $500,001 and $750,000; 3% of the amount between $750,001 and $1,000,000; 2% of the amount between $1,000,001 and $1,250,000 and 1% of the amount between $1,250,001 and $1,500,000. For example, if the lowest responsible bid is $1,000,000, the preference would be $42,500 ($500,000 x .05 + $250,000 x .04 + $250,000 x .03). The preference applies to all contracts, including contracts over $1,500,000, but the amount of the preference is limited as provided herein, so that the maximum preference is $50,000.

Part 2. "Small Local Business" shall mean a business entity that has for at least thirty six (36) months immediately preceding submittal of its bid held a current business license issued by the City and maintained its principal business office within the City's geographic boundaries, and has average annual gross receipts of twenty million dollars ($20,000,000) or less over the thirty six (36) months immediately preceding submittal of its bid, and that employs fewer than one hundred (100) employees at least fifty percent (50%) of whom are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid.

Part 3. As an alternative to the employment requirements described in Part 2, and only with respect to trade services or construction contracts to perform which the contractor intends to

Ordinance No. 2852.
Page 2

hire employees or to subcontract, a contractor submitting a bid shall satisfy the resident employment requirements for obtaining preference as follows. With the submission of its bid, the contractor shall submit a certification under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the contractor's bid, all of whom have subcontracted with or will subcontract with the contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard. During, or within one year after performance of the contract, the City Manager or designee shall have the right to audit all the contractor's records to confirm the accuracy of the contractor's certification and the contractor shall provide to the City all documents (including subcontractors' records) appropriate to perform such an audit. Should it be determined after such audit by the City Manager that the requirements of this Part 3 have not been met or should the contractor not upon request provide documents sufficient for the audit required by this Part 3 to be performed, the contractor shall be required to pay upon demand to the City the entire amount of any preference granted, which amount may be withheld from any payment otherwise due the contractor. The foregoing is in addition to any other consequences which may be imposed upon the contractor for violation of the provisions of a City ordinance. The City Manager's determination under this Part 3 may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 4. The principal business office shall mean the place where the principal officers or owners generally transact business and the place to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business. Subject to review by the City Manager or designee, the requirements to obtain a Small Local Business preference may be established by submission with the bid of certification under penalty of perjury that the business meets such requirement, including a list showing all employee addresses and affirming that the employees have granted permission for the use of their addresses.

Part 5. The City Manager or his designee shall determine whether a business is a Small Local Business under this ordinance, including whether the principal office of the business is in the city, and whether employees are residents of the City. The City Manager's determination shall be final and not appealable under any provision of the City Code, except for the determination described in Part 3.

Part 6. The City Manager may adopt or instruct the purchasing agent to adopt such regulations, applications and forms as the City Manager determines are appropriate to implement the provisions of this ordinance.

Part 7. The provisions of this ordinance shall not apply when the Small Local Business preference described herein is contrary to or precluded by requirements of State or federal law or contrary to or precluded by requirements of a State of federal funding source or program providing assistance to the City for the particular project.

Part 8. In addition to any other consequence which may be imposed for violation of a City ordinance, the City Manager may prohibit a business entity which he determines has falsely claimed to be a Small Local Business from bidding on City contracts for a period of up to five

Ordinance No. 2852
Page 3

years. The City Manager's determination may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 9. Within fifteen days (15) after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City.

Part 10. Ordinance No. 2852 was first read on Dec. 6, 2011, and finally adopted on Dec. 13, 2011, to become effective thirty days thereafter.

AYES: Councilmembers Holden, MacDonald, Flynn, and Ramirez.

NOES: None.

ABSENT: Mayor Pro Tem Pinkard.

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

Attachment C

Local Business Qualification Affidavit

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

Definition of Local Business

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars ($20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business.

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name: ACCENT WIRE TIE

Physical Address: 10131 FM 2920 Tomball, TX 77375

Phone: 800-383-8047 E-Mail: gweeks@ACCENTWIRE.com

Length of time at this location: 30 YRS Number of Company Employees at this address: 120

If less than 36 months, list previous City of Oxnard location:

Business License Hours of Operation: 8A-5P

Primary function of this location (i.e., sales, distribution, production, corporate, etc):

Signature of Company Official Date 3/6/24

Bill Sims, CEO
Print Name, Title

Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/6/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
IMA, Inc. - Kansas City
11350 Switzer Rd, Suite 200
Overland Park KS 66210

License#: PC-1210733
ACCEWIR-01

CONTACT NAME: IMA Wichita Team
PHONE (A/C, No, Ext): 316-267-9221 FAX (A/C, No):
E-MAIL ADDRESS: certs@imacorp.com

INSURED
Accent Holdings, LLC
10131 FM 2920 RD
Tomball, TX 77375

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Phoenix Insurance Company	25623
INSURER B : Travelers Insurance Company Limited	
INSURER C : Travelers Property Casualty Company of America	25674
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1728883419 **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	6307T600212	8/30/2023	8/30/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	8107T6045002314G	8/30/2023	8/30/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	Y	Y	CUP7T6462992314	8/30/2023	8/30/2024	EACH OCCURRENCE	$ 15,000,000
							AGGREGATE	$ 15,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	UB7T6230532314G	8/30/2023	8/30/2024	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder and all other parties required by the contract are included as Primary Non-Contributory Additional Insured with Completed Operations on the General Liability policy and Primary Non-Contributory Additional Insured on the Automobile Liability and Umbrella Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions.
A Waiver of Subrogation is provided in favor of Certificate Holder and all other parties required by the contract on the General Liability, Automobile Liability, Umbrella Liability and Workers Compensation Policies, if required by written contract or agreement, subject to the policy terms and conditions.
General Liability, Automobile Liability, Umbrella Liability and Workers Compensation coverage includes 30-day notice of cancellation, subject to the terms and conditions of the policy.
Umbrella Liability policy is in excess of the General Liability, Automobile Liability and Employers Liability policies, subject to the terms and conditions of the
See Attached...

CERTIFICATE HOLDER

City Of Oxnard c/o Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis IN 46250-4299

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.

AUTHORIZED REPRESENTATIVE
Brenda Vinson

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AGENCY CUSTOMER ID: ACCEWIR-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY IMA, Inc. - Kansas City	NAMED INSURED Accent Holdings, LLC 10131 FM 2920 RD Tomball, TX 77375
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

policy.

Certificate Holder Includes: City Of Oxnard c/o Evident ID, Inc. and its City Council, officers, employees and volunteers.

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CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.6

DATE: June 4, 2024

TO: City Council

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

SUBJECT: Professional Services Agreement 32500012 with Pavement Engineering Inc. for City's Pavement Management Systems Update.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with Pavement Engineering Inc. in the amount not to exceed $425,000 for an initial one-year term from July 1, 2024, to June 30, 2025, with the option for three (3) consecutive one (1) year period extensions, that shall not exceed a total of four (4) years; for a final term ending June 30, 2028, for the City's pavement management systems update professional services.

(Public Works and Transportation Committee approved 3-0 on May 14, 2024)

BACKGROUND

The City of Oxnard currently maintains approximately 1,037 lane miles of streets and alleys representing 94,995,877 square feet of pavement with a replacement value of approximately $983,706,000 as calculated by the Pavement Management System (PMS). Historically, street inspections have been performed on a three-year rotation with a third of residential streets and alleyways inspected each year and 100% of arterials receiving annual inspections. To effectively plan for future street maintenance and improvements, an update of the PMS and 5-year master plan are critical.

DISCUSSION

This work will include a visual pavement inspection of all streets and alleyways. Each street and alleyway will be assigned a Pavement Condition Index (PCI) that will be entered into the City's StreetSaver software database program. PCI is a numerical index between 0 (worst, or no pavement remaining) and 100 (best, or newly built roadway) used to indicate the general condition of a street. The StreetSaver program predicts future PCI by calculating the long term deterioration of each street. This application, sourced from and managed by the Metropolitan Transportation Commission (MTC), is a planning tool used to monitor, analyze, and forecast Oxnard's overall Pavement Management Program (PMP) and is critical to establishing a proper, phased multi-year paving cycle. Projections and computations regarding change in pavement condition versus annual funding investment are typically made over a 10-year span. Utilizing the pavement inspection data, a 5-year maintenance and capital improvement plan is developed for the City's streets and alleyways.

A request for proposals (RFP) was issued on February 14, 2024, and closed on March 11, 2024. Four consulting firms submitted proposals. Engineering staff, including the senior civil engineer, project manager, and assistant civil engineer reviewed and evaluated the proposals. The criteria used to evaluate the proposals are consistent with the City's procurement policies and include items such as the bidder's experience and ability, technical capability and project methodology, responses to the request for proposal for completeness to the requirements, and references with demonstrated success with similar work to the scope of service. The review team determined that PEI was the most qualified consultant. PEI meets all required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Based upon the available

information and research performed to date, staff believes that this vendor is capable of satisfactorily meeting the needs of the City.

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 Agreement shall not exceed $425,000 over the term of four years if fully extended. Partial funding for this Agreement of $111,000 is included in the Proposed Fiscal Year 2024-25 Budget from the State Gas Tax RMRA Fund (Fund 185, Project M1901) for the City Council's consideration. Subsequent fiscal year allocations for the remaining value of the agreement will be requested during the annual budget process.

ESTIMATED SPENDING PLAN					
FUND	**FY 2024-25**	**FY 2025-26**	**FY 2026-27**	**FY 2027-28**	**TOTAL**
185 - GAS TAX RMRA	**$111,000**	**$98,000**	**$105,000**	**$111,000**	**$425,000**

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on May 14, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. 32500012 PEI Agreement
2. PEI Proposal Response to Oxnard RFP PW24-83 PMS Update_MP24-138 Submission

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OXNARD AND PAVEMENT ENGINEERING INC

By This CONSULTANT/Professional Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the Services of Pavement Engineering, Inc. ("Consultant"), and CONSULTANT agrees to perform the Services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and CONSULTANT may be individually referred to as "Party" or collectively as the "Parties."

1. [Intentionally Omitted].

2. SUMMARY DESCRIPTION OF SERVICES.

Engineering Services for City of Oxnard Pavement Management System Update

3. PARTIES.

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

Pavement Engineering, Inc. ("CONSULTANT"), a corporation of the State of California, located at 3485 Sacramento Dr, Suite A, San Luis Obispo, CA 93401

4. TERM OF AGREEMENT: From (Date): July 1, 2024 To (Date): June 30, 2025

4.1 Time is of the essence in this Agreement.

4.2 The CITY shall have the option for (3) three consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the CONSULTANT/ Professional Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

4.3 Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the CONSULTANT in accordance with Section 12 of this Agreement. CONSULTANT shall issue its written consent to the CITY's exercise of the option to extend within 10 days of receipt of notice from the CITY. All Notices shall comply with Section 22 of this Agreement.

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

5. AGREEMENT AMOUNT NOT TO EXCEED: $425,000.

6. AGREEMENT EXHIBITS.

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

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: CITY Insurance Exhibit INS-A
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy

7. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the Services under this Agreement. Additionally, CONSULTANT's Services shall be performed or immediately supervised by the CONSULTANT's Representative:

CITY Designated Representative:	CONSULTANT Designated Representative:
Name: Morgan Kessler	Name: Joseph L. Ririe, P.E.
Title: City Engineer	Title: President
Phone: 805-385-8341	Phone: 805-781-2265
Email: Morgan.Kessler@oxnard.org	Email: JoeR@pavementengineering.com
Mailing Address (if differs from above):	Mailing Address (if differs from above):

8. CONTRACTUAL PREREQUISITES.

8.1 This Agreement must first be executed by the CONSULTANT, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

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

8.3 A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

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

8.5 CONSULTANT shall not perform any work under this Agreement until a proof of insurance has been provided to the CITY as required under Section 24 of this Agreement.

9. CONSULTANT'S SERVICES.

9.1 CONSULTANT shall perform the tasks, obligations, and Services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 13 of this Agreement.

9.2 The Services shall be coordinated with the designated CITY Project Manager set forth in Exhibit A subject to the direction of the CITY Manager or Department Director. CONSULTANT hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with CITY's Project Manager in executing the Scope of Services under this Agreement.

10. COMPENSATION.

CITY shall pay CONSULTANT for the Services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." CITY shall pay CONSULTANT an amount not to exceed the amount is listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the CITY Council.

11. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the CONSULTANT of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

11.1 Payment Request. CONSULTANT shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of

those Services, and total amount due for the month. Invoices may be emailed to: **invoices@oxnard.org**.

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

11.3 CONSULTANT's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by CITY for any defect or error in the Services performed by CONSULTANT and its employees, agents and subcontracted CONSULTANTs.

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

12. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the CITY in its discretion exercises the option to extend pursuant to Section 4.2 and 4.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in sections 4.2, then this Agreement shall not be extended.**

13. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard CITY Code, Sections 4-59 and 4-60.

14. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the

notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to CONSULTANT only for work done by CONSULTANT up to and including the date of termination of this Agreement unless the termination is for cause, in which event CONSULTANT need be compensated only to the extent required by law. CONSULTANT may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' prior written notice.

15. [RESERVED]

16. INDEPENDENT CONTRACTOR.

CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its employees or agents shall have control over the conduct of CONSULTANT or any of its employees, except as stated in this Agreement. CONSULTANT has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting CONSULTANT. This Agreement shall not be interpreted to prevent or preclude CONSULTANT from rendering any Services for CONSULTANT's own account or to any other person or entity as CONSULTANT in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the CONSULTANT shall perform for the CITY. The CITY retains the right to provide general instructions to and observe the CONSULTANT in the performance of all Services done on behalf of the CITY.

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

17. LAWFUL PERFORMANCE.

CONSULTANT shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

18. SAFETY REQUIREMENTS.

CONSULTANT shall not perform any Services for the CITY when the CONSULTANT is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of CONSULTANT's work by CITY shall not operate as a release of the CONSULTANT from such standard of care and workmanship.

19. STANDARD OF PERFORMANCE; WARRANTY.

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

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

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

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by CONSULTANT in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

20.1. Records and Inspections. The CONSULTANT shall maintain full and accurate records, with respect to all Services and matters covered under this

Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

20.2. Deliverables. CONSULTANT shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and CONSULTANT shall, upon completion of all work or termination of this Agreement, submit to the CITY all information developed in the course of the CONSULTANT's Services. CONSULTANT shall, in such time and in such form as the CITY may require, furnish reports concerning the status of Services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to CONSULTANT by the CITY.

20.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. CONSULTANT agrees that CITY may make modifications to computer software furnished by CONSULTANT without infringing CONSULTANT's copyright or any license granted to CITY, unless otherwise agreed.

20.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONSULTANT pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

20.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the CITY or information belonging to a third party whose information is in the CITY's possession or control under obligations of confidentiality. CONSULTANT may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for CONSULTANT to perform its obligations pursuant to this Agreement. If CONSULTANT is granted such access to confidential information, CONSULTANT shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

20.6. Disclosure of Information. CONSULTANT shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to CONSULTANT by the CITY or other information to which the CONSULTANT has had access

during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

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

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICE.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 Except as set forth in Subsection 23.3 of this Section 23, and to the fullest extent permitted by law, CONSULTANT shall immediately defend, indemnify, and hold harmless the CITY, its officers, employees, representatives, (but not including the CITY's construction contractors or other CONSULTANTS) and agents (the "CITY Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the CITY (collectively "Claims") which may arise out of CONSULTANT'S negligence or willful misconduct in the performance of the Services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the CITY

Indemnitees.

23.2 The duty to defend is a separate and distinct obligation from CONSULTANT'S duty to indemnify. CONSULTANT shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to CONSULTANT of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. If it is finally adjudicated that liability was caused by the negligence or willful misconduct of any of the Indemnitees, CONSULTANT may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

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

23.3.1 Notwithstanding the provisions of Subsection 23.1 and 2 above, to the extent that the Services to be provided under this Agreement are those of a Design Professional, CONSULTANT's duty to indemnify, hold harmless, and defend the CITY Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, its officers, agents, employees or subconsultants in the performance of the Services described in this Agreement.

23.3.2 In no event shall the costs of defense charged to CONSULTANT exceed the CONSULTANT's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection shall be construed to require CONSULTANT to provide indemnification for Claims caused by the active negligence or willful misconduct of the CITY Indemnitees, or any other party for whom CONSULTANT is not legally liable.

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

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

23.6 CONSULTANT agrees to pay all required taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of CONSULTANT's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement any amount due to CITY from CONSULTANT as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

CONSULTANT shall obtain and maintain during the performance of any Services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that CONSULTANT obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. CONSULTANT shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by CONSULTANT is a material element of this Agreement. CONSULTANT'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, CONSULTANT understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard CITY Council Living Wage Policy, attached as "Exhibit E" to this Agreement, CONSULTANT will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the Services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the CONSULTANT.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for

maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to Exhibit "F" attached to this Agreement.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the CONSULTANT.

27. [RESERVED]

28. CONFLICT OF INTEREST.

CONSULTANT covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of CONSULTANT's Services under this Agreement. CONSULTANT further covenants that in the performance of Services under this Agreement, no officer, employee or agent of CONSULTANT having such interest shall be employed by it. In the event the CITY determines that CONSULTANT must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, CONSULTANT shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by CONSULTANT may result in termination of this Agreement by the CITY.

29. SUBCONTRACTING.

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

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the CONSULTANT. The decision of the CITY's Designated Representative shall be final and conclusive unless CONSULTANT requests mediation within ten (10) calendar days. Pending final decision of a dispute, the CONSULTANT shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an Agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. ASSIGNMENT.

This Agreement is for the professional Services of CONSULTANT. Any attempt by CONSULTANT to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. CONSULTANT's Services pursuant to this Agreement shall be provided by the CONSULTANT's Designated Representative or directly under his/her supervision, and CONSULTANT shall not assign another to supervise the CONSULTANT's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

33. CARE OF WORK

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

34. REPORTS

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

35. AUDIT.

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

36. ADVERTISING AND PUBLICITY

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

37. NONDISCRIMINATORY EMPLOYMENT.

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

38. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by CONSULTANT shall be construed to be both a covenant and a condition.

39. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

40. FORCE MAJEURE.

Neither the CONSULTANT nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

41. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

42. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

43. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

44. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

45. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

46. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

47. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

48. CAPTIONS AND HEADINGS.

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

49. ACKNOWLEDGEMENT.

By signing below, CONSULTANT acknowledges that it has reviewed the CITY'S Professional Services Agreement terms and conditions and insurance requirements and that CONSULTANT hereby agrees to full compliance.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD

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

ATTEST:

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

APPROVED AS TO FORM:

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

PAVEMENT ENGINEERING INC

Joseph L. Ririe, P.E., President Date

Eric J. Wells, Secretary [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.

EXHIBIT A

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and PAVEMENT ENGINEERING INC)

SCOPE OF SERVICES

Asitha Withanage 805-385-8052 Asitha.Withanage@oxnard.org

The scope of services will be performed in six phases over four years, as outlined below.

Year 1 – 24/25 PMS Update:

Year 1 Scope: Evaluation and Update of Rotation A, Parking Lots, and Yearly Streets

Task 0. Project Management
Task 1. Preliminary Investigations
Task 2. Pavement Inspection
Task 3. PMS Update
Task 4. Maintenance and Capital Improvement Plan (CIP)
Task 5. PMS Report & Project Closeout
Task 6. Quality Management

Task 1.0 Project Management

Consultant will undertake the following as part of Year 1, Task 0:

Pavement Engineering Inc. (Consultant) will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, Consultant will review past maintenance and rehabilitation strategies and check the City's maps and database to confirm streets, pavement areas, street limits and boundaries. Consultant will also review with staff quality control measures that are described in more detail in Task 6. Reviewing these issues and items prior to beginning work will help the City develop future maintenance plans and budget scenarios that accurately reflect the City's objectives.

Based on this discussion, Consultant will develop a firm schedule to track progress of the project and also will establish the format of deliverables that will be most useful to the City.

Throughout the project, Consultant will meet with City staff as required to coordinate and review specific project progress, schedules, and budgets to ensure the work performed meets the City's expectations and performance goals.

Task 1 Preliminary Investigations

Consultant will undertake the following as part of Task 1:

At our first meeting with City staff, the Consultant's project manager will arrange to retrieve any new PMS data, GIS files and drawings. Consultant will review past data, assess recent information and determine the information that is important to the project. Consultant's project

manager will then work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.

Task 2 Pavement Inspection

Consultant will undertake the following as part of Task 2:

Consultant's certified staff will manually inspect the City's streets (Collectors and Residentials) and alleys in Area C, as well as 100% of the City's Arterial for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressions and weathering. Information gleaned from manual inspections is considered more reliable and accurate than automated, drive by, or windshield surveys.

Consultant will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM D6433 and supported by Consultant's quality assurance standards, which are designed to ensure accuracy and consistency. Consultant's inspectors are certified for quality and consistency with a demonstrated accuracy rate of ± 5 PCI points. Industry standards accepts ± 10 PCI points.

As part of the field review, Consultant will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width. Precise measurements are key to accurate cost projections, which are calculated based on pavement area.

Consultant will sample locations on random test sites of ± 2,500 sf. Consultant will annotate the sample location on our rating sheet using footage from the beginning of each road segment. Recording locations of inspected sample areas provides the necessary information to relocate the measured area for verification. This method produces reliable, reproducible data for current and future use.

As part of this work, Consultant will perform a Quality Control review. The QC review compares the latest PCIs of newly rated street segments to prior PCIs from the last PMS update. Any segment found to have deteriorated more than 3 PCI points per year, since the last visual evaluation (12 points for Rotation C, and 3 points for Arterials), or have increased more than 1 PCI point, without a documented M&R treatment, will then reviewed by The Project Manager.

To ensure safety during the visual evaluation, Consultant will provide its inspectors with reflective safety vests and will provide traffic control using flashing beacons and vehicle-mounted magnetic signs warning of frequent stops.

Task 3 PMS Update

Consultant will undertake the following as part of Task 3 following completion of Task 2:

Consultant will input the data collected during the visual evaluations in the City's StreetSaver® database using MTC's Mobile Rater. This speeds project completion and increases accuracy. This will provide updated PCI's for each of the segments inspected.

Consultant will utilize StreetSaver® to develop "family curves" for each road or functional classification. Consultant will verify, to the extent possible, and input the last Maintenance and Rehabilitation (M&R) treatment and Date for each segment. Also, we will update the City's StreetSaver® database with ADT data, provided by the City, for the Arterial and Collector Streets,

As part of the update, Consultant will review the City's current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.

Task 4 Maintenance and Capital Improvement Plan (CIP)

Consultant will undertake the following as part of Task 4:

Consultant will identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments for the inspected streets according to a critical-point management approach. The critical-point approach incorporates pavements from all parts of the deterioration curve, not just the best nor just the worst. This approach optimizes every budget dollar by seeking to apply the right treatment at the right time. Not too soon and not too late. Consultant will work with City staff to develop decision matrices and breakpoints and to develop treatments and costs for maintenance and rehabilitation projects.

Consultant will help City staff determine the best maintenance that will maintain the City's overall PCI at a level set by the City. The analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. Consultant will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.

Task 5 PMS Report & Project Closeout

Consultant will undertake the following as Task 5:

Consultant will prepare one copy of the PMS report in an indexed binder for the City's review. After the review, Consultant will prepare an updated final report containing all relevant information in a PDF format on a computer disk. Both the print and the electronic report will contain the following information:

- Executive summary
- Budget needs scenarios
- Network replacement costs
- Proposed future budget levels
- Budget scenarios including
    - a scenario to maintain roadways at the existing PCI;
    - a scenario to increase the current PCI by 5 points; and
    - a scenario to show the potential PCI for roadways over five to ten years using current funding levels or a specified time range determined by the City
- A section description report for all street segments, sorted by Neighborhood
- Street sections selected for recommended treatments during the specified years with estimated costs
- Maps and exhibits.
- Maps, Exhibits, GIS Shapefile and Spreadsheet Export

As an option, Consultant can provide a presentation for the City Council that summarizes the report and provides guidance on pavement principles and practices.

For the assessed parking lots, a summary report will be provided that lists each parking lot's condition and will include a summary of our ADA findings.

Project Closeout

Consultant never leaves loose ends. As previously stated, Consultant will work with City staff through every step of a project and will deliver all the items outlined by the City in the initial kick-off and planning meeting, including but not limited to project files, final report(s) and drawings. As with all our work, Consultant warrant's what they do and will work with clients to achieve a satisfactory closeout.

Task 6 Quality Management

Consultant will provide the following quality assurances in Task 6 as part of the overall scope of work:

A quality pavement management system is only as good to its user as the data that is input. Maintaining and improving the quality of a PMS is crucial to the success of the creation or update to a Pavement Management system. Consultant will strive for accuracy and precision, so our Quality Control Plan compares the latest PCI's of newly rated street segments to prior PCI's from the last PMS update. Street segments with PCI's that have increased in PCI, without any maintenance and rehabilitation, and street segments with PCI's that have dropped more than 3 PCI points per year, since their last rating, will be identified and reviewed in the field by an engineer or senior engineering technician. At Consultant, to strive for a +/- 5 PCI points when comparing initial ratings versus QC ratings. Consultant will review a minimum of 10% of the segments as part of the QC review.

Additionally, Consultant's PMS quality control plan encompasses several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. In brief, our QA/QC procedures for PMS work include these elements:

Trained and certified staff:

Consultant's field technicians undergo strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. In addition, our data technicians are trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. Consultant's inspectors are certified by the Metropolitan Transportation Commission (MTC) and attending annual MTC training classes. Consultant to strive for a ± 5 PCI point repeatability.

Equipment verification:

Prior to beginning any pavement assessment, Consultant inspects, verifies and, if necessary, calibrates its measuring equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.

Data checks:

Consultant's PMS crew typically perform a series of data checks in the field after collecting and processing the data according to strict procedures. The PMS project manager reviews the data for accuracy and completeness before a PMS data technician compiles the final database according the agency's locations and mapping system. He also works with the data technician to recheck segment lengths and looks for any missing segments or data elements. This includes a verification of the Functional Classification of each segment to ensure that it complies with Caltrans Specifications. Consultant's data technician then reviews the entire database for

formatting, missing information and errors. All these checks ensure agencies receive thorough and accurate reports.

Control, verification and random site testing:

Consultant's Project Manager reviews a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. Consultant then compare these reference values to the initial PCI generated by StreetSaver® software. If there are discrepancies, Consultant will rerate the road. Once this QA/QC is finished, any variations to what the field crew found are updated in the database.

Year 2 – 25/26 PMS Update:

Year 2 Scope: Evaluation and Update of Rotation B and Yearly Streets

Task 0 Project Management
Task 1 Preliminary Investigations
Task 2 Pavement Inspection
Task 3 PMS Update
Task 4 Maintenance and Capital Improvement Plan (CIP)
Task 5 PMS Report & Project Closeout
Task 6 Quality Management

Task 2.0 Project Management

Consultant will undertake the following as part of Year 2, Task 0:

Pavement Engineering Inc. (Consultant) will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, Consultant will review past maintenance and rehabilitation strategies and check the City's maps and database to confirm streets, pavement areas, street limits and boundaries. Consultant will also review with staff quality control measures that are described in more detail in Task 6. Reviewing these issues and items prior to beginning work will help the City develop future maintenance plans and budget scenarios that accurately reflect the City's objectives.

Based on this discussion, Consultant will develop a firm schedule to track progress of the project and also will establish the format of deliverables that will be most useful to the City.

Throughout the project, Consultant will meet with City staff as required to coordinate and review specific project progress, schedules, and budgets to ensure the work performed meets the City's expectations and performance goals.

Task 1 Preliminary Investigations

Consultant will undertake the following as part of Task 1:

Because of our prior experience working with the City, Consultant is thoroughly familiar with the streets, neighborhoods, soil types, pavement structures and maintenance. This familiarization drastically cuts down on preliminary and preparatory work, which allows the City to assign monetary resources to actual pavement preservation.

At our first meeting with City staff, Consultant's project manager will arrange to retrieve any new PMS data, GIS files and drawings. Consultant will review past data, assess recent information and determine the information that is important to the project. Consultant's project manager will then work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.

Task 2 Pavement Inspection

Consultant will undertake the following as part of Task 2:

Consultant's certified staff will manually inspect 100% of the City's Arterial streets and the City's Collectors, Residentials, and alleys in Area A, as well as the pavements at each of the City owned and maintained parking lots (61 sites) for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressions and weathering. In the parking lots, Consultant will also review the existing ADA parking stalls for compliance. Information gleaned from manual inspections is considered more reliable and accurate than automated, drive by, or windshield surveys.

Consultant will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM D6433 and supported by Consultant's quality assurance standards, which are designed to ensure accuracy and consistency. Consultant's inspectors are certified by for quality and consistency with a demonstrated accuracy rate of ± 5 PCI points. Industry standards accepts ± 10 PCI points.

As part of the field review, Consultant will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width. Precise measurements are key to accurate cost projections, which are calculated based on pavement area.

Consultant will sample locations on random test sites of ± 2,500 sf. Consultant will annotate the sample location on our rating sheet using footage from the beginning of each road segment. Recording locations of inspected sample areas provides the necessary information to relocate the measured area for verification. This method produces reliable, reproducible data for current and future use.

As part of this work, Consultant will perform a Quality Control review. The QC review compares the latest PCIs of newly rated street segments to prior PCIs from the last PMS update. Any segment found to have deteriorated more than 3 PCI points per year, since the last visual evaluation (12 points for Rotation C, and 3 points for Arterials), or have increased more than 1 PCI point, without a documented M&R treatment, will then reviewed by The Project Manager.

To ensure safety during the visual evaluation, Consultant will provide its inspectors with reflective safety vests and will provide traffic control using flashing beacons and vehicle-mounted magnetic signs warning of frequent stops.

Task 3 PMS Update

Consultant will undertake the following as part of Task 3 following completion of Task 2:

Consultant will input the data collected during the visual evaluations in the City's StreetSaver® database using MTC's Mobile Rater. This speeds project completion and increases accuracy. This will provide updated PCI's for each of the segments inspected.

Consultant will utilize StreetSaver® to develop "family curves" for each road or functional classification. Consultant will verify, to the extent possible, and input the last Maintenance and Rehabilitation (M&R) treatment and Date for each segment. Also, Consultant will update the City's StreetSaver® database with ADT data, provided by the City, for the Arterial and Collector Streets,

As part of the update, Consultant will review the City's current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.

Task 4 Maintenance and Capital Improvement Plan (CIP)

Consultant will undertake the following as part of Task 4:

Consultant will identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments for the inspected streets according to a critical-point management approach. The critical-point approach incorporates pavements from all parts of the deterioration curve, not just the best nor just the worst. This approach optimizes every budget dollar by seeking to apply the right treatment at the right time. Not too soon and not too late. Consultant will work with City staff to develop decision matrices and breakpoints and to develop treatments and costs for maintenance and rehabilitation projects.

Consultant will help City staff determine the best maintenance that will maintain the City's overall PCI at a level set by the City. The analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. Consultant will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.

Task 5 PMS Report & Project Closeout

Consultant will undertake the following as Task 5:

Consultant will prepare one copy of the PMS report in an indexed binder for the City's review. After the review, Consultant will prepare an updated final report containing all relevant information in a PDF format on a computer disk. Both the print and the electronic report will contain the following information:

- Executive summary
- Budget needs scenarios
- Network replacement costs
- Proposed future budget levels
- Budget scenarios including
    - a scenario to maintain roadways at the existing PCI;
    - a scenario to increase the current PCI by 5 points; and
    - a scenario to show the potential PCI for roadways over five to ten years using current funding levels or a specified time range determined by the City
- A section description report for all street segments, sorted by Neighborhood
- Street sections selected for recommended treatments during the specified years with estimated costs
- Maps and exhibits.
- Maps, Exhibits, GIS Shapefile and Spreadsheet Export

Project Closeout

Consultant never leaves loose ends. As previously stated, Consultant will work with City staff through every step of a project and will deliver all the items outlined by the City in the initial kick-off and planning meeting, including but not limited to project files, final report(s) and drawings. As with all our work, Consultant warrant's what they do and will work with clients to achieve a satisfactory closeout.

Task 6 Quality Management

Consultant will provide the following quality assurances in Task 6 as part of the overall scope of work:

A quality pavement management system is only as good to its user as the data that is input. Maintaining and improving the quality of a PMS is crucial to the success of the creation or update to a Pavement Management system. Consultant will strive for accuracy and precision, so our Quality Control Plan compares the latest PCI's of newly rated street segments to prior PCI's from the last PMS update. Street segments with PCI's that have increased in PCI, without any maintenance and rehabilitation, and street segments with PCI's that have dropped more than 3 PCI points per year, since their last rating, will be identified and reviewed in the field by an engineer or senior engineering technician. At Consultant, to strive for a +/- 5 PCI points when comparing initial ratings versus QC ratings. Consultant will review a minimum of 10% of the segments as part of the QC review.

Additionally, Consultant's PMS quality control plan encompasses several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. In brief, our QA/QC procedures for PMS work include these elements:

Trained and certified staff:

Consultant's field technicians undergo strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. In addition, our data technicians are trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. Consultant's inspectors are certified by the Metropolitan Transportation Commission (MTC) and attending annual MTC training classes. Consultant to strive for a ± 5 PCI point repeatability.

Equipment verification:

Prior to beginning any pavement assessment, Consultant inspects, verifies and, if necessary, calibrates its measuring equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.

Data checks:

Consultant's PMS crew typically perform a series of data checks in the field after collecting and processing the data according to strict procedures. The PMS project manager reviews the data for accuracy and completeness before a PMS data technician compiles the final database according the agency's locations and mapping system. He also works with the data technician to recheck segment lengths and looks for any missing segments or data elements. This includes a verification of the Functional Classification of each segment to ensure that it complies with

Caltrans Specifications. Consultant's data technician then reviews the entire database for formatting, missing information and errors. All these checks ensure agencies receive thorough and accurate reports.

Control, verification and random site testing:

Consultant's Project Manager reviews a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. Consultant then compare these reference values to the initial PCI generated by StreetSaver® software. If there are discrepancies, Consultant will rerate the road. Once this QA/QC is finished, any variations to what the field crew found are updated in the database.

Year 3 – 26/27 PMS Update:

Year 3 Scope: Evaluation and Update of Rotation C and Yearly Streets

Task 0 Project Management
Task 1 Preliminary Investigations
Task 2 Pavement Inspection
Task 3 PMS Update
Task 4 Maintenance and Capital Improvement Plan (CIP)
Task 5 PMS Report & Project Closeout
Task 6 Quality Management

Task 0 Project Management

Consultant will undertake the following as part of Year 3, Task 0:

Pavement Engineering Inc. (Consultant) will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, Consultant will review past maintenance and rehabilitation strategies and check the City's maps and database to confirm streets, pavement areas, street limits and boundaries. Consultant will also review with staff quality control measures that are described in more detail in Task 6. Reviewing these issues and items prior to beginning work will help the City develop future maintenance plans and budget scenarios that accurately reflect the City's objectives.

Based on this discussion, Consultant will develop a firm schedule to track progress of the project and also will establish the format of deliverables that will be most useful to the City.

Throughout the project, Consultant will meet with City staff as required to coordinate and review specific project progress, schedules, and budgets to ensure the work performed meets the City's expectations and performance goals.

Task 1 Preliminary Investigations

Consultant will undertake the following as part of Task 1:

Because of our prior experience working with the City, Consultant is thoroughly familiar with the streets, neighborhoods, soil types, pavement structures and maintenance. This familiarization drastically cuts down on preliminary and preparatory work, which allows the City to assign monetary resources to actual pavement preservation.

At our first meeting with City staff, the Consultant's project manager will arrange to retrieve any new PMS data, GIS files and drawings. Consultant will review past data, assess recent information and determine the information that is important to the project. Consultant's project manager will then work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.

Task 2 Pavement Inspection

Consultant will undertake the following as part of Task 2:

Consultant's certified staff will manually inspect the City's streets (Collectors and Residentials) and alleys in Area C, as well as 100% of the City's Arterial for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressions and weathering. Information gleaned from manual inspections is considered more reliable and accurate than automated, drive by, or windshield surveys.

Consultant will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM D6433 and supported by Consultant's quality assurance standards, which are designed to ensure accuracy and consistency. Consultant's inspectors are certified for quality and consistency with a demonstrated accuracy rate of ± 5 PCI points. Industry standards accepts ± 10 PCI points.

As part of the field review, Consultant will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width. Precise measurements are key to accurate cost projections, which are calculated based on pavement area.

Consultant will sample locations on random test sites of ± 2,500 sf. Consultant will annotate the sample location on our rating sheet using footage from the beginning of each road segment. Recording locations of inspected sample areas provides the necessary information to relocate the measured area for verification. This method produces reliable, reproducible data for current and future use.

As part of this work, the Consultant will perform a Quality Control review. The QC review compares the latest PCIs of newly rated street segments to prior PCIs from the last PMS update. Any segment found to have deteriorated more than 3 PCI points per year, since the last visual evaluation (12 points for Rotation C, and 3 points for Arterials), or have increased more than 1 PCI point, without a documented M&R treatment, will then reviewed by The Project Manager.

To ensure safety during the visual evaluation, Consultant will provide its inspectors with reflective safety vests and will provide traffic control using flashing beacons and vehicle-mounted magnetic signs warning of frequent stops.

Task 3 PMS Update

Consultant will undertake the following as part of Task 3 following completion of Task 2:

Consultant will input the data collected during the visual evaluations in the City's StreetSaver® database using MTC's Mobile Rater. This speeds project completion and increases accuracy. This will provide updated PCI's for each of the segments inspected.

Consultant will utilize StreetSaver® to develop "family curves" for each road or functional classification. Consultant will verify, to the extent possible, and input the last Maintenance and Rehabilitation (M&R) treatment and Date for each segment. Also, Consultant will update the City's StreetSaver® database with ADT data, provided by the City, for the Arterial and Collector Streets,

As part of the update, Consultant will review the City's current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.

Task 4 Maintenance and Capital Improvement Plan (CIP)

Consultant will undertake the following as part of Task 4:

Consultant will identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments for the inspected streets according to a critical-point management approach. The critical-point approach incorporates pavements from all parts of the deterioration curve, not just the best nor just the worst. This approach optimizes every budget dollar by seeking to apply the right treatment at the right time. Not too soon and not too late. Consultant will work with City staff to develop decision matrices and breakpoints and to develop treatments and costs for maintenance and rehabilitation projects.

Consultant will help City staff determine the best maintenance that will maintain the City's overall PCI at a level set by the City. The analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. Consultant will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.

Task 5 PMS Report & Project Closeout

Consultant will undertake the following as Task 5:

Consultant will prepare one copy of the PMS report in an indexed binder for the City's review. After the review, Consultant will prepare an updated final report containing all relevant information in a PDF format on a computer disk. Both the print and the electronic report will contain the following information:

- Executive summary
- Budget needs scenarios
- Network replacement costs
- Proposed future budget levels
- Budget scenarios including
    - a scenario to maintain roadways at the existing PCI;
    - a scenario to increase the current PCI by 5 points; and
    - a scenario to show the potential PCI for roadways over five to ten years using current funding levels or a specified time range determined by the City
- A section description report for all street segments, sorted by Neighborhood
- Street sections selected for recommended treatments during the specified years with estimated costs
- Maps and exhibits.
- Maps, Exhibits, GIS Shapefile and Spreadsheet Export

As an option, Consultant can provide a presentation for the City Council that summarizes the report and provides guidance on pavement principles and practices.

Project Closeout

Consultant never leaves loose ends. As previously stated, Consultant will work with City staff through every step of a project and will deliver all the items outlined by the City in the initial kick-off and planning meeting, including but not limited to project files, final report(s) and drawings. As with all our work, Consultant warrant's what they do and will work with clients to achieve a satisfactory closeout.

Task 6 Quality Management

Consultant will provide the following quality assurances in Task 6 as part of the overall scope of work:

A quality pavement management system is only as good to its user as the data that is input. Maintaining and improving the quality of a PMS is crucial to the success of the creation or update to a Pavement Management system. Consultant will strive for accuracy and precision, so our Quality Control Plan compares the latest PCI's of newly rated street segments to prior PCI's from the last PMS update. Street segments with PCI's that have increased in PCI, without any maintenance and rehabilitation, and street segments with PCI's that have dropped more than 3 PCI points per year, since their last rating, will be identified and reviewed in the field by an engineer or senior engineering technician. At Consultant, to strive for a +/- 5 PCI points when comparing initial ratings versus QC ratings. Consultant will review a minimum of 10% of the segments as part of the QC review.

Additionally, Consultant's PMS quality control plan encompasses several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. In brief, our QA/QC procedures for PMS work include these elements:

Trained and certified staff:

Consultant's field technicians undergo strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. In addition, our data technicians are trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. Consultant's inspectors are certified by the Metropolitan Transportation Commission (MTC) and attending annual MTC training classes. Consultant to strive for a ± 5 PCI point repeatability.

Equipment verification:

Prior to beginning any pavement assessment, Consultant inspects, verifies and, if necessary, calibrates its measuring equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.

Data checks:

Consultant's PMS crew typically perform a series of data checks in the field after collecting and processing the data according to strict procedures. The PMS project manager reviews the data for accuracy and completeness before a PMS data technician compiles the final database

according the agency's locations and mapping system. He also works with the data technician to recheck segment lengths and looks for any missing segments or data elements. This includes a verification of the Functional Classification of each segment to ensure that it complies with Caltrans Specifications. Consultant's data technician then reviews the entire database for formatting, missing information and errors. All these checks ensure agencies receive thorough and accurate reports.

Control, verification and random site testing:

Consultant's Project Manager reviews a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. Consultant then compare these reference values to the initial PCI generated by StreetSaver® software. If there are discrepancies, Consultant will rerate the road. Once this QA/QC is finished, any variations to what the field crew found are updated in the database.

Year 4 – 27/28 PMS Update:

Year 4 Scope: Evaluation and Update of Rotation A, Parking Lots, and Yearly Streets

Task 0 Project Management
Task 1 Preliminary Investigations
Task 2 Pavement Inspection
Task 3 PMS Update
Task 4 Maintenance and Capital Improvement Plan (CIP)
Task 5 PMS Report & Project Closeout
Task 6 Quality Management

Task 0 Project Management

Consultant will undertake the following as part of Year 4, Task 0:

Pavement Engineering Inc. (Consultant) will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, Consultant will review past maintenance and rehabilitation strategies and check the City's maps and database to confirm streets, pavement areas, street limits and boundaries. Consultant will also review with staff quality control measures that are described in more detail in Task 6. Reviewing these issues and items prior to beginning work will help the City develop future maintenance plans and budget scenarios that accurately reflect the City's objectives.

Based on this discussion, Consultant will develop a firm schedule to track progress of the project and also will establish the format of deliverables that will be most useful to the City.

Throughout the project, Consultant will meet with City staff as required to coordinate and review specific project progress, schedules, and budgets to ensure the work performed meets the City's expectations and performance goals.

Task 1 Preliminary Investigations

Consultant will undertake the following as part of Task 1:

Because of our prior experience working with the City, Consultant is thoroughly familiar with the streets, neighborhoods, soil types, pavement structures and maintenance. This familiarization

drastically cuts down on preliminary and preparatory work, which allows the City to assign monetary resources to actual pavement preservation.

At our first meeting with City staff, Consultant's project manager will arrange to retrieve any new PMS data, GIS files and drawings. Consultant will review past data, assess recent information and determine the information that is important to the project. Consultant's project manager will then work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.

Task 2 Pavement Inspection

Consultant will undertake the following as part of Task 2:

Consultant's certified staff will manually inspect the City's streets (Collectors and Residentials) and alleys in Area C, as well as 100% of the City's Arterial for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressions and weathering. Information gleaned from manual inspections is considered more reliable and accurate than automated, drive by, or windshield surveys.

Consultant will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM D6433 and supported by Consultant's quality assurance standards, which are designed to ensure accuracy and consistency. Consultant's inspectors are certified by for quality and consistency with a demonstrated accuracy rate of ± 5 PCI points. Industry standards accepts ± 10 PCI points.

As part of the field review, Consultant will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width. Precise measurements are key to accurate cost projections, which are calculated based on pavement area.

Consultant will sample locations on random test sites of ± 2,500 sf. Consultant will annotate the sample location on our rating sheet using footage from the beginning of each road segment. Recording locations of inspected sample areas provides the necessary information to relocate the measured area for verification. This method produces reliable, reproducible data for current and future use.

As part of this work, Consultant will perform a Quality Control review. The QC review compares the latest PCIs of newly rated street segments to prior PCIs from the last PMS update. Any segment found to have deteriorated more than 3 PCI points per year, since the last visual evaluation (12 points for Rotation C, and 3 points for Arterials), or have increased more than 1 PCI point, without a documented M&R treatment, will then reviewed by The Project Manager.

To ensure safety during the visual evaluation, Consultant will provide its inspectors with reflective safety vests and will provide traffic control using flashing beacons and vehicle-mounted magnetic signs warning of frequent stops.

Task 3 PMS Update

Consultant will undertake the following as part of Task 3 following completion of Task 2:

Consultant will input the data collected during the visual evaluations in the City's StreetSaver® database using MTC's Mobile Rater. This speeds project completion and increases accuracy. This will provide updated PCI's for each of the segments inspected.

Consultant will utilize StreetSaver® to develop "family curves" for each road or functional classification. Consultant will verify, to the extent possible, and input the last Maintenance and Rehabilitation (M&R) treatment and Date for each segment. Also, Consultant will update the City's StreetSaver® database with ADT data, provided by the City, for the Arterial and Collector Streets,

As part of the update, Consultant will review the City's current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.

Task 4 Maintenance and Capital Improvement Plan (CIP)

Consultant will undertake the following as part of Task 4:

Consultant will identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments for the inspected streets according to a critical-point management approach. The critical-point approach incorporates pavements from all parts of the deterioration curve, not just the best nor just the worst. This approach optimizes every budget dollar by seeking to apply the right treatment at the right time. Not too soon and not too late. Consultant will work with City staff to develop decision matrices and breakpoints and to develop treatments and costs for maintenance and rehabilitation projects.

Consultant will help City staff determine the best maintenance that will maintain the City's overall PCI at a level set by the City. The analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. Consultant will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.

Task 5 PMS Report & Project Closeout

Consultant will undertake the following as Task 5:

Consultant will prepare one copy of the PMS report in an indexed binder for the City's review. After the review, Consultant will prepare an updated final report containing all relevant information in a PDF format on a computer disk. Both the print and the electronic report will contain the following information:

- Executive summary
- Budget needs scenarios
- Network replacement costs
- Proposed future budget levels
- Budget scenarios including
    - a scenario to maintain roadways at the existing PCI;
    - a scenario to increase the current PCI by 5 points; and
    - a scenario to show the potential PCI for roadways over five to ten years using current funding levels or a specified time range determined by the City
- A section description report for all street segments, sorted by Neighborhood

- Street sections selected for recommended treatments during the specified years with estimated costs
- Maps and exhibits.
- Maps, Exhibits, GIS Shapefile and Spreadsheet Export

As an option, Consultant can provide a presentation for the City Council that summarizes the report and provides guidance on pavement principles and practices.

Project Closeout

Consultant never leaves loose ends. As previously stated, Consultant will work with City staff through every step of a project and will deliver all the items outlined by the City in the initial kick-off and planning meeting, including but not limited to project files, final report(s) and drawings. As with all our work, Consultant warrant's what they do and will work with clients to achieve a satisfactory closeout.

Task 6 Quality Management

Consultant will provide the following quality assurances in Task 6 as part of the overall scope of work:

A quality pavement management system is only as good to its user as the data that is input. Maintaining and improving the quality of a PMS is crucial to the success of the creation or update to a Pavement Management system. Consultant will strive for accuracy and precision, so our Quality Control Plan compares the latest PCI's of newly rated street segments to prior PCI's from the last PMS update. Street segments with PCI's that have increased in PCI, without any maintenance and rehabilitation, and street segments with PCI's that have dropped more than 3 PCI points per year, since their last rating, will be

identified and reviewed in the field by an engineer or senior engineering technician. At Consultant, to strive for a +/- 5 PCI points when comparing initial ratings versus QC ratings. Consultant will review a minimum of 10% of the segments as part of the QC review.

Additionally, Consultant's PMS quality control plan encompasses several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. In brief, our QA/QC procedures for PMS work include these elements:

Trained and certified staff:

Consultant's field technicians undergo strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. In addition, our data technicians are trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. Consultant's inspectors are certified by the Metropolitan Transportation Commission (MTC) and attending annual MTC training classes. Consultant to strive for a ± 5 PCI point repeatability.

Equipment verification:

Prior to beginning any pavement assessment, Consultant inspects, verifies and, if necessary, calibrates its measuring equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.

Data checks:

Consultant's PMS crew typically perform a series of data checks in the field after collecting and processing the data according to strict procedures. The PMS project manager reviews the data for accuracy and completeness before a PMS data technician compiles the final database according the agency's locations and mapping system. He also works with the data technician to recheck segment lengths and looks for any missing segments or data elements. This includes a verification of the Functional Classification of each segment to ensure that it complies with Caltrans Specifications. Consultant's data technician then reviews the entire database for formatting, missing information and errors. All these checks ensure agencies receive thorough and accurate reports.

Control, verification and random site testing:

Consultant's Project Manager reviews a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. Consultant then compare these reference values to the initial PCI generated by StreetSaver® software. If there are discrepancies, Consultant will rerate the road. Once this QA/QC is finished, any variations to what the field crew found are updated in the database.

EXHIBIT B

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and PAVEMENT ENGINEERING INC.)

SCHEDULE OF COMPENSATION

City of Oxnard
FY24/25 (Year 1) Pavement Management System Update Fees

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Year 1 - Task 1 – Preliminary Investigations			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	6	$260	$1,560
Project Manager	13	$155	$2,015
		Year 1 - Task 1 fee	**$3,575**
Year 1 - Task 2 – Pavement Inspection			
Position	**Units**	**Unit Rate**	**Total**
Project Manager	13	$155	$2,015
PMS Data Technician	40	$100	$4,000
PMS Inspection Team	202	$200	$40,400
Per Diem	25	$300	$7,500
		Year 1 - Task 2 fee	**$53,915**
Year 1 - Task 3 – PMS Update and Quality Management			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	4	$260	$1,040
Project Manager	19	$155	$2,945
PMS Quality Control	69	$155	$10,695
PMS Data Technician	58	$100	$5,800
PMS Clerical	7	$85	$595
		Year 1 - Task 3 fee	**$21,075**
Year 1 - Task 4 - Maintenance and Capital Improvement Plan (CIP)			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	5	$260	$1,300
Project Manager	22	$155	$3,410
PMS Data Technician	58	$100	$5,800
PMS Clerical	7	$85	$595
		Year 1 - Task 4 fee	**$11,105**
Year 1 - Task 5 – PMS Report & Project Closeout			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	6	$260	$1,560
Project Manager	21	$155	$3,255
PMS Data Technician	58	$100	$5,800
PMS Clerical	7	$85	$595
		Year 1 - Task 5 fee	**$11,210**
		Year 1 Estimated Fees	**$100,880**

City of Oxnard
FY25/26 (Year 2) Pavement Management System Update Fees

Year 2 - Task 1 – Preliminary Investigations			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	5	$260	$1,300
Project Manager	12	$155	$1,860
		Year 2 - Task 1 fee	**$3,160**
Year 2 - Task 2 – Pavement Inspection			
Position	**Units**	**Unit Rate**	**Total**
Project Manager	12	$155	$1,860
PMS Data Technician	35	$100	$3,500
PMS Inspection Team	176	$200	$35,200
Per Diem	22	$300	$6,600
		Year 2 - Task 2 fee	**$47,160**
Year 2 - Task 3 – PMS Update and Quality Management			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	3	$260	$780
Project Manager	17	$155	$2,635
PMS Quality Control	61	$155	$9,455
PMS Data Technician	51	$100	$5,100
PMS Clerical	6	$85	$510
		Year 2 - Task 3 fee	**$18,480**
Year 2 - Task 4 - Maintenance and Capital Improvement Plan (CIP)			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	4	$260	$1,040
Project Manager	20	$155	$3,100
PMS Data Technician	51	$100	$5,100
PMS Clerical	6	$85	$510
		Year 2 - Task 4 fee	**$9,750**
Year 2 - Task 5 – PMS Report & Project Closeout			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	5	$260	$1,300
Project Manager	19	$155	$2,945
PMS Data Technician	51	$100	$5,100
PMS Clerical	6	$85	$510
		Year 2 - Task 5 fee	**$9,855**
		Year 2 Estimated Fees	**$88,405**

City of Oxnard
FY26/27 (Year 3) Pavement Management System Update Fees

Year 3 - Task 1 – Preliminary Investigations			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	7	$260	$1,820
Project Manager	12	$155	$1,860
		Year 3 - Task 1 fee	**$3,680**
Year 3 - Task 2 – Pavement Inspection			
Position	**Units**	**Unit Rate**	**Total**
Project Manager	12	$155	$1,860
PMS Data Technician	38	$100	$3,800
PMS Inspection Team	187	$200	$37,400
Per Diem	24	$300	$7,200
		Year 3 - Task 2 fee	**$50,260**
Year 3 - Task 3 – PMS Update and Quality Management			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	4	$260	$1,040
Project Manager	18	$155	$2,790
PMS Quality Control	65	$155	$10,075
PMS Data Technician	54	$100	$5,400
PMS Clerical	7	$85	$595
		Year 3 - Task 3 fee	**$19,900**
Year 3 - Task 4 - Maintenance and Capital Improvement Plan (CIP)			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	5	$260	$1,300
Project Manager	21	$155	$3,255
PMS Data Technician	54	$100	$5,400
PMS Clerical	7	$85	$595
		Year 3 - Task 4 fee	**$10,550**
Year 3 - Task 5 – PMS Report & Project Closeout			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	7	$260	$1,820
Project Manager	20	$155	$3,100
PMS Data Technician	54	$100	$5,400
PMS Clerical	7	$85	$595
		Year 3 - Task 5 fee	**$10,915**
		Year 3 Estimated Fees	**$95,305**

City of Oxnard
FY27/28 (Year 4) Pavement Management System Update Fees

Year 4 - Task 1 – Preliminary Investigations			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	6	$260	$1,560
Project Manager	13	$155	$2,015
		Year 4 - Task 1 fee	**$3,575**
Year 4 - Task 2 – Pavement Inspection			
Position	**Units**	**Unit Rate**	**Total**
Project Manager	13	$155	$2,015
PMS Data Technician	40	$100	$4,000
PMS Inspection Team	202	$200	$40,400
Per Diem	25	$300	$7,500
		Year 4 - Task 2 fee	**$53,915**
Year 4 - Task 3 – PMS Update and Quality Management			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	4	$260	$1,040
Project Manager	19	$155	$2,945
PMS Quality Control	69	$155	$10,695
PMS Data Technician	58	$100	$5,800
PMS Clerical	7	$85	$595
		Year 4 - Task 3 fee	**$21,075**
Year 4 - Task 4 - Maintenance and Capital Improvement Plan (CIP)			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	5	$260	$1,300
Project Manager	22	$155	$3,410
PMS Data Technician	58	$100	$5,800
PMS Clerical	7	$85	$595
		Year 4 - Task 4 fee	**$11,105**
Year 4 - Task 5 – PMS Report & Project Closeout			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	6	$260	$1,560
Project Manager	21	$155	$3,255
PMS Data Technician	58	$100	$5,800
PMS Clerical	7	$85	$595
		Year 4 - Task 5 fee	**$11,210**
		Year 4 Estimated Fees	**$100,880**

PEI Professional Fee Schedule 2024

Engineering Services

Senior Principal Engineer	$260/hr
Principal Engineer	$240/hr
Senior Associate Engineer	$215/hr
Associate Engineer	$190/hr
Assistant Engineer	$185/hr

Technical Services

Project & Construction Managers	$155/hr
Senior Engineering Technician	$155/hr
Engineering Technician	$130/hr
PMS Field/ Data Technician	$100/hr
PW Inspector*	$155/hr
Clerical	$85/hr

Field Services

PW Deflection Testing	$575/hr
PW Deflection Testing Travel	$375/hr
PW Coring**	$450/hr
PW Traffic Control*	$300/hr
PW Coring/ Traffic Control Travel*	$380/hr

Basis of Charges

Miscellaneous Charges

Equipment rental, reproductions, testing (other than by PEI), photographic expenses and other outside services:..... Cost + 15%

EXHIBIT C

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and PAVEMENT ENGINEERING INC)

INSURANCE REQUIREMENTS

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

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager**

shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).

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

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

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

1/23

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Agreement No. 32500012

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

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

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: (_____) _____

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____
(original signature required)
Telephone: (____) _____ Date Signed: _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER
Telephone:

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

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____) _____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE
❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

EXHIBIT D

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and PAVEMENT ENGINEERING INC)

LIVING WAGE POLICY

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

A. CONSULTANT shall compensate any employee of CONSULTANT who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, CONSULTANT shall pay such employee no less than $18.89 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. CONSULTANT agrees to post, at a location readily accessible to those employees providing Services to the CITY, a copy of the Living Wage Policy adopted by CITY Council on July 9, 2002 and effective October 1, 2002.

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

D. In addition, if CONSULTANT fails to comply with the Living Wage Policy in any manner, CONSULTANT shall pay to CITY a fine of $500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. CONSULTANT shall pay such fine and penalty within fifteen (15) calendar days after the CITY Manager or designee provides written notice to CONSULTANT of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2023

CONSULTANT shall compensate any employee of CONSULTANT who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, CONSULTANT shall pay such employee no less than $18.89 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

EXHIBIT E

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and PAVEMENT ENGINEERING INC)

PREVAILING WAGE

1. CONSULTANT acknowledges that the Project defined in the Agreement between CONSULTANT and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. CONSULTANT shall perform the Project as a public work. CONSULTANT shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at CITY Hall and will be made available to any interested party on request. CONSULTANT acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and CONSULTANT shall post such rates at each job site covered by this Agreement.

3. CONSULTANT is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. CONSULTANT shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. CONSULTANT shall, as a penalty to CITY, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by CONSULTANT or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. CONSULTANT shall comply with Labor Code Section 1776, which requires CONSULTANT and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.

6. CONSULTANT shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, CONSULTANT shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, CONSULTANT

and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. CONSULTANT may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, CONSULTANT must immediately notify CITY.

8. CONSULTANT is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. CONSULTANT shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

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

10. CONSULTANT shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. CONSULTANT shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by CONSULTANT or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by CONSULTANT's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. CONSULTANT shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. CONSULTANT shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. CONSULTANT shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, CONSULTANT shall diligently take corrective action to halt or rectify any failure.

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

CITY OF OXNARD CALIFORNIA

Pavement Engineering Inc.

Response to:

RFP # PW24-83

Pavement Management System Update

March 11, 2024

Pavement Engineering Inc.
You can ride on our reputation

March 11, 2024 MP24-138

Ms. Sandra Borjas
City of Oxnard
300 West Third Street
Oxnard, CA 93030

Subject: City of Oxnard – Proposal for Pavement Management System Update (RFP# PW24-83)

Dear Sandra,

Pavement Engineering Inc. (PEI) appreciates the opportunity to respond to the City of Oxnard's RFP to provide services for the Pavement Management System Update. Based on our many years of work with public agencies throughout California, we are confident we can assist the City in successfully updating the City's pavement management system. We understand these pavement engineering services include but are not limited to evaluating the condition of City streets and alleys, updating PMS StreetSaver software and GIS system products, evaluating street maintenance and repair techniques, and developing a street maintenance capital improvement plan.

We are once again looking forward to updating the City's Pavement Management System (PMS) and have prepared and enclosed a response to the City's RFP. We have performed these services for many cities and counties throughout California, including Oxnard, and are well-prepared to perform this service again using the City's StreetSaver® program. Because of our past work for the City, I believe PEI has unique insight into the condition of the City's streets, which is an asset when it comes to PMS services. We can do this work efficiently and economically. We understand the period of performance anticipated for this solicitation shall be for four years, with each year renewable in one year increments.

We value our relationship with the City of Oxnard and our commitment to the City is to always deliver the highest quality of work on time, on budget and with honesty and unparalleled professionalism. As our slogan says, "You can ride on our reputation." Joe Seely will be the main contact person for all related correspondence between PEI and the City.

Very truly yours,

Joseph L. Ririe, P.E.
President & Senior Principal Engineer
Phone: 805.781.2265
JoeR@pavementengineering.com
Corporate Office
3485 Sacramento Drive, Suite A
San Luis Obispo, CA 93401

Joseph M. Seely
Project Manager
Phone: 805.441.4843
JoeS@pavementengineering.com
26007 Huntington Lane, Unit 5
Santa Clarita, CA 91355

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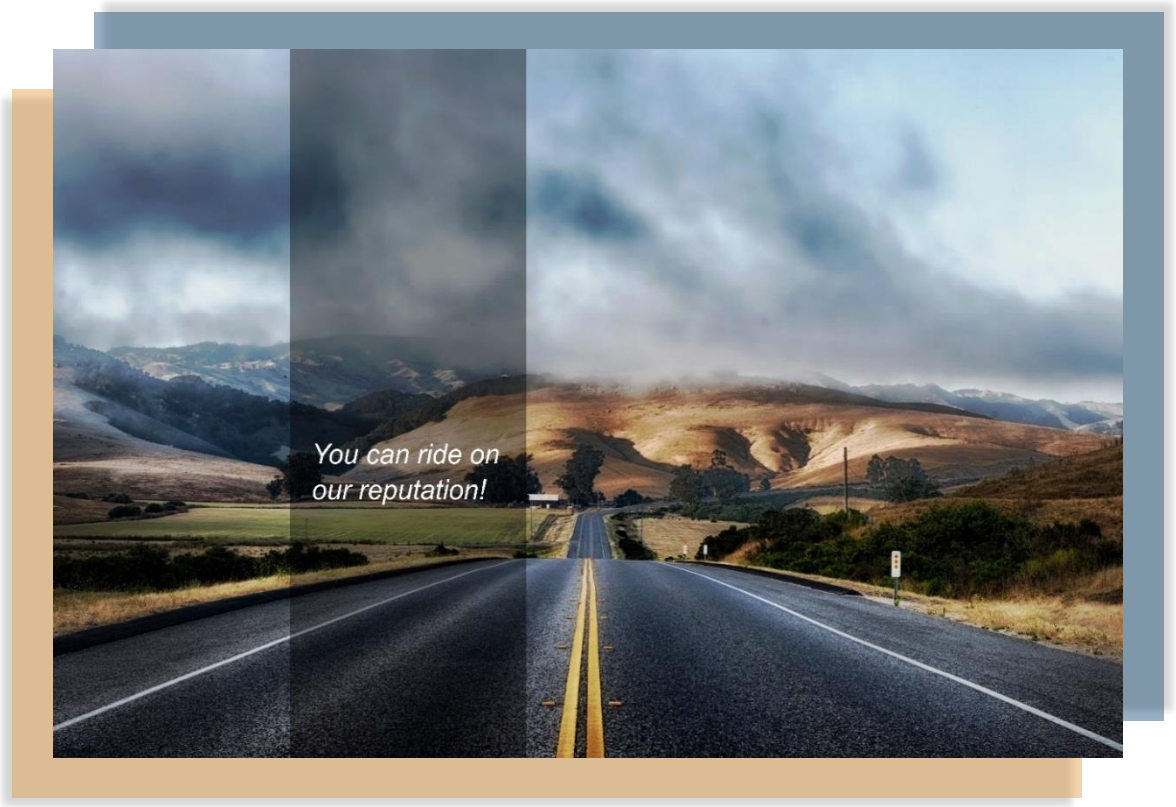
Tab A: Proposal Checklist



Tab A – Proposal Checklist

Instructions:

a) This section must be filled in and each item checked off to ensure all items requested by the City in this solicitation have been submitted.

b) Follow the instructions in each section of this solicitation.

c) Present all requested items in the index tabs ordered A through G as shown.

d) Label each item presented and include additional items on your table of contents.

e) All proposals must include a detailed description of each proposed service to be provided.

f) Proposers that do not follow the bid instructions found in the separate document titled "**Terms and Conditions"** may be found to be "non-responsive" and disqualified from the bid process.

Name of Company: **Pavement Engineering Inc.**

Service to provide: **Pavement Management System Update**

Main Point of Contact: **Joe Seely (Project Manager)**

E-mail: **Joes@pavementengineering.com** **Phone:** **805-781-2265**

Tab A Proposal Submission Checklist

General Proposer Information

Please provide one copy of the following items in your proposal. Indicate the page number where the item is located.

		Page Number
[X] Tab A:	Proposal Checklist *(this page)*	2
[X] Tab B:	Company Profile/ Experience	5
[X] Tab C:	Acknowledgements	8
[X] Tab D:	Scope of Services	32
[X] Tab E:	References	34
[X] Tab F:	Cost/Budget Narrative	37
[X] Tab G:	Bidder Attachment	44

CERTIFICATION

I, the undersigned, certify and declare I have read and know the contents of the proposal the proposer listed below is submitting to the City of Oxnard ("City"). I certify under penalty of perjury that the preparer(s) of this proposal has/have provided only complete and truthful information to the City in this proposal. I understand that any misrepresentations or material omissions within this proposal will be grounds for potentially disqualifying the proposer or not awarding the contract to the proposer. Additionally, any misrepresentations or material omissions within this proposal are considered breaches of the contract (should the proposer be awarded that contract); the City shall have the right to terminate the contract immediately without consequences, and the City retains all other legal rights available to the City for breach of contract.

I, the undersigned, hereby give permission to the City and its employees and agents to contact references—including those references' officials, employees, and agents (collectively, "References")—of the proposer and its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business, or if the business is a corporation or s-corporation, of its stock (collectively, "Owners"), and request information from other clients—including those clients' officials, employees and agents (collectively, "Other Clients"). I further give permission for the City to review any criminal records of the Owners and obtain public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, and outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims by the proposer, the Owners, and all of their heirs and assigns against the City and its officials, employees and agents, the References, and the Other Clients regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph. Furthermore, I agree that the City and its officers, employees and agents may but have no obligation to share any such information.

I am executing this proposal on behalf of the proposer. I warrant and represent under penalty of perjury that I have the authority to execute this proposal on behalf of the proposer and I have the authority to bind the proposer to the answers provided in this proposal. If any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

CERTIFICATIONS

I, **Joseph L. Ririe P.E.** of **Pavement Engineering Inc.**

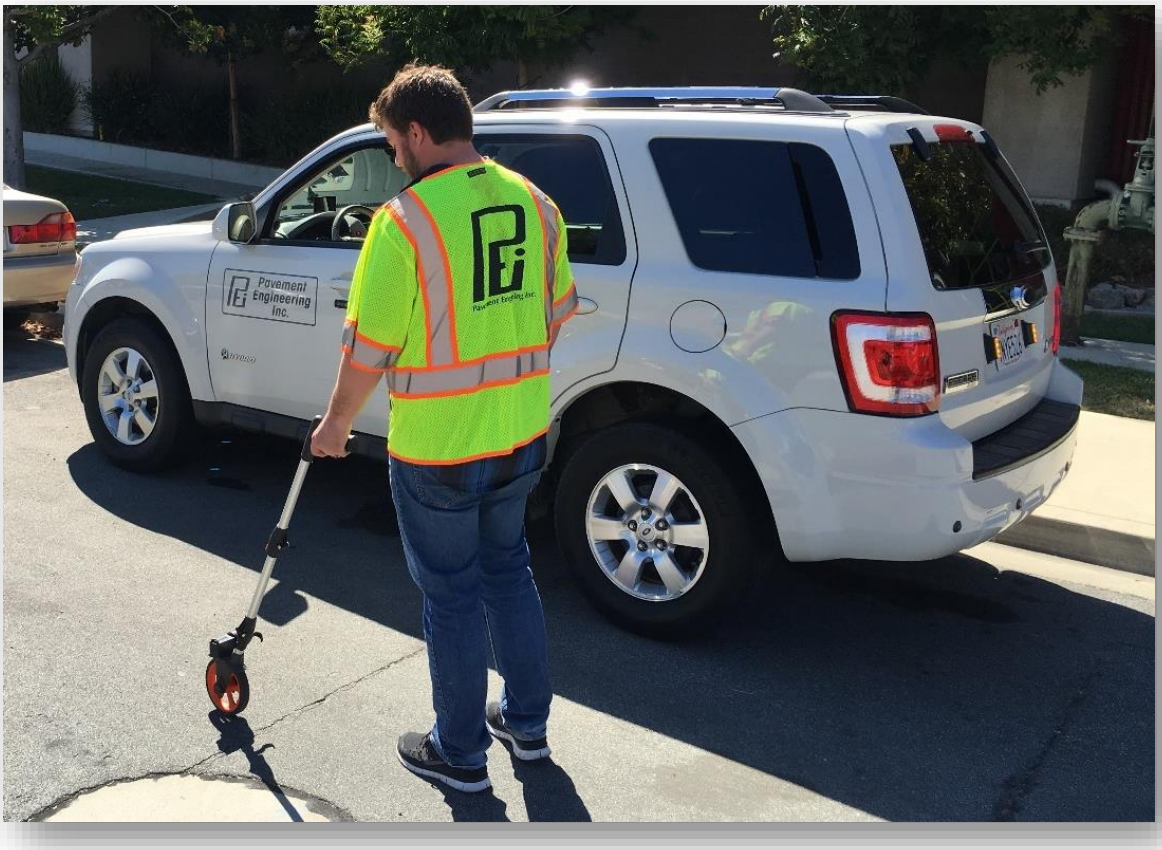
Printed Name of Agent/Officer **Name of Organization**

Hereby certify that by submission of this proposal in response to the solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: Date: **03/11/2024**

Title of Agent/Officer: **President/ Senior Principal Engineer**

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.


Pavement
Engineering
Inc.

Tab B - Company Profile/Experience

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.).

BIDDER'S RESPONSE: **Pavement Engineering Inc. C Corporation CA**

2. Company overview and disclosure of services or activities performed, including:

   a. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of $250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and <u>if any contributions</u> were made to the Elected Officials.
   b. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
   c. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
   d. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

a. ***BIDDER'S RESPONSE:*** **No Contributions were made to any Elected Officals**

b. ***BIDDER'S RESPONSE:*** **See Attachment #2**

c. ***BIDDER'S RESPONSE:*** **35 Years in Business, 26 Years of PMS Services**

d. ***BIDDER'S RESPONSE:*** **See Attachment #4**

3. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. If exempt, please indicate with an "N/A" in the box below.

BIDDER'S RESPONSE: **None**

4. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

BIDDER'S RESPONSE: **None**

5. List the members of your organization who are authorized to negotiate the Agreement. Please provide an email address.

BIDDER'S RESPONSE: **Joseph L. Ririe, P.E. JoeR@pavementengineering.com**

6. **Credentials/Resumes/Certifications/Licenses:**

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Bidder shall specifically provide the following information on all employees to be providing services related to this solicitation:

a. Position Title
b. Current Responsibilities
c. Qualifications/Experiences
d. Education
e. Certifications/licenses, if applicable
f. List other pertinent information that will assist in evaluating Bidder's qualifications.

a. ***BIDDER'S RESPONSE:*** **See Attachment #4**

b. ***BIDDER'S RESPONSE:*** **See Attachment #4**

c. ***BIDDER'S RESPONSE:*** **See Attachment #4**

d. ***BIDDER'S RESPONSE:*** **See Attachment #4**

e. ***BIDDER'S RESPONSE:*** **See Attachment #4**

f. ***BIDDER'S RESPONSE:*** **See Attachment #4**

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

Tab C: Acknowledgement

Tab C - Acknowledgement

1. **Clarifications, Exceptions, or Deviations**

All Bidder(s) shall describe any exception or deviation from the requirements of the solicitation. Each clarification, exception, or deviation must be clearly identified. If your company/firm/sole proprietorship have no clarifications, exceptions, or deviations, a statement to that effect shall be included in this section. The sample service agreement is a separate attachment discussed in the solicitation labeled "Sample Agreement" and "Bidder Terms and Conditions" document located on the Public Purchase website and incorporated herein by this reference.

The following contractual terms are **non-negotiable:**

a. Termination
b. Indemnification
c. Limitation of Liability
d. Insurance
e. Conflict of Interest
f. Governing Law
g. Assignability of Agreement

Do you have any other exceptions/deviations? If so, please identify the exception and provide an explanation:

BIDDER'S RESPONSE: **No Exceptions Taken**

2. **Evidence of Insurability/Business Licenses**

All Bidder(s) shall submit evidence of all required insurance. If awarded the contract the Bidder has ten (10) calendar days to produce the required insurances, including a certified endorsement naming the City as additionally insured. The Bidder shall certify to the possession of any and all current required licenses or certifications. Bidder must provide a copy of current business license or other applicable licenses.

3. **Transition (If applicable)**

Upon expiration or termination of this Agreement for any reason, during the transition close-out period the Contractor agrees to:

a. Continue delivering services until notified otherwise; and
b. Assist the City in the orderly transition and transfer of all collaborations and committees to the City and the subsequent Contractor(s); and
c. Provide, in a timely manner, all file and information deemed necessary by the City for use in subsequent contracting activities without additional cost to the City or the new Contractor(s), upon termination or expiration of this Agreement for any reason; and
d. Cooperate with the City during a transition close-out period to ensure orderly and seamless delivery of services to the City.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/28/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Andreini & Company-San Mateo
220 West 20th Ave
San Mateo CA 94403

CONTACT NAME:
PHONE (A/C, No, Ext): (650) 573-1111 **FAX (A/C, No):** (650) 378-4361
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Prop Cas Co of Amer	25674
INSURER B : Travelers Indemnity Co of CT	25682
INSURER C : QBE Specialty Insurance Co.	11515
INSURER D :	
INSURER E :	
INSURER F :	

INSURED PAVEM-2
Pavement Engineering, Inc.
3485 Sacramento Drive Suite A
San Luis Obispo CA 93401

COVERAGES **CERTIFICATE NUMBER:** 1794708363 **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY**	Y		6802J662417	7/1/2023	7/1/2024	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	**AUTOMOBILE LIABILITY**	Y		BA9P837312	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X **UMBRELLA LIAB** X OCCUR			CUP8E106024	7/1/2023	7/1/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A	Y	UB3H526004	7/1/2023	7/1/2024	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability Claims Made			HUN0007102	7/1/2023	7/1/2024	Each Claim Aggregate Deductible	2,000,000 2,000,000 $50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policy provisions apply only when required by written contract, and are limited to the operations of the Insured under said contract.

Excess/Umbrella Liability is following form of the underlying General Liability, Auto Liability and Employer's Liability policies ONLY.

Re: Project #: MP19-410 The City of Oxnard, its City Council, officers, employees, agents and volunteers are named Additional Insured as respects liability arising out of activities performed by or on behalf of Consultant with regard to General and Auto Liability and Waivers of Subrogation, if required by written contract, per attached endorsements. General Aggregate limit is on a per project basis. The coverages provided to the City are primary and not contributing to See Attached...

CERTIFICATE HOLDER

City of Oxnard
Insurance Compliance
Reference No. PW20-04
P.O. Box 100085 - OX
Duluth GA 30096

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.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: PAVEM-2

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Andreini & Company-San Mateo		Pavement Engineering, Inc. 3485 Sacramento Drive Suite A San Luis Obispo CA 93401
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

or in excess of any existing City insurance or self insurance coverages per attached endorsements. Insurance applies separately to each insured per attached endorsement. Workers' Compensation Waiver of Subrogation applies per attached endorsement. Notice of Cancellation will be delivered in accordance with the attached policy provisions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BLANKET ADDITIONAL INSURED
B. EMPLOYEE HIRED AUTO
C. EMPLOYEES AS INSURED
D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
E. TRAILERS – INCREASED LOAD CAPACITY
F. HIRED AUTO PHYSICAL DAMAGE
G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT
I. WAIVER OF DEDUCTIBLE – GLASS
J. PERSONAL PROPERTY
K. AIRBAGS
L. AUTO LOAN LEASE GAP
M. BLANKET WAIVER OF SUBROGATION

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1.** of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) $50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph **C.1.b.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

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K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

(1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

(a) Overdue lease or loan payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium; or

(2) Discovery of fraud by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

(4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.

(5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.

(6) A determination by the Commissioner of Insurance that the:

(a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or

(b) Continuation of the policy coverage would:

(i) Place us in violation of California law or the laws of the state where we are domiciled; or

(ii) Threaten our solvency.

(7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.

b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph **3.a.**

B. The following provision is added to the **Cancellation** Common Policy Condition:

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.

b. We may not cancel this policy solely because the first Named Insured has:

(1) Accepted an offer of earthquake coverage; or

(2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction **(c.)** applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

(1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

(2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.

d. If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not cancel this policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred. However, we may cancel:

(1) When you have not paid the premium, at any time by letting you know at least 10 days before the date cancellation takes effect;

(2) If willful or grossly negligent acts or omissions by the Named Insured, or his or her representatives, are discovered that materially increase any of the risks insured against; or

(3) If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.

C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. Subject to the provisions of Paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. If this policy provides coverage as described in the preceding paragraph, and we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer record at the mailing address shown in the policy, at least 75 days, but not more than 120 days, before the expiration or anniversary date.

If we fail to give the first Named Insured shown in the Declarations notice of nonrenewal at least 75 days prior to the policy expiration, as required in the paragraph above, this policy, with no change in its terms and conditions, shall remain in effect for 75 days from the date that the notice of nonrenewal is delivered or mailed to the Named Insured. A notice to this effect shall be provided by us to the first Named Insured with the notice of nonrenewal.

b. We may elect not to renew such coverage for any reason, except as provided in Paragraphs **c., d.** and **e.** below.

c. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

(1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

(2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

(3) We have:

(a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

(b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

d. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.

e. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction **(e.)** applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

(1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

(2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.

f. If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not nonrenew this policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred.

However, we may nonrenew:

(1) If willful or grossly negligent acts or omissions by the Named Insured, or his or her representatives, are discovered that materially increase any of the risks insured against;

(2) If losses unrelated to the postdisaster loss condition of the property have occurred that would collectively render the risk ineligible for renewal; or

(3) If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.

3. We are not required to send notice of nonrenewal in the following situations:

a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.

b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **C.1.**

c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.

d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.

e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.

f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph **C.1.,** to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

c. With respect to the independent acts or omissions of such person or organization; or

d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

f. This insurance does not apply to the rendering of or failure to render any "professional services".

g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section **III** – Limits Of Insurance.

h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

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3. The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After you have signed that written contract;

b. While that part of the written contract is in effect; and

c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL AGGREGATE LIMIT OTHER THAN PROJECTS AND DESIGNATED PROJECT AND LOCATION AGGREGATE LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS

LIMITS OF INSURANCE

Total Aggregate Limit (Other Than Projects and Products-Completed Operations)	$ 14,000,000
Designated Location Aggregate Limit (Other Than Products-Completed Operations)	$ 4,000,000
Designated Project Aggregate Limit (Other Than Products-Completed Operations)	$ 4,000,000
General Aggregate Limit (Other Than Products-Completed Operations)	$ 4,000,000

Designated Projects:
Each "project" for which you have agreed, in a written contract which is in effect during this policy period, to provide a separate General Aggregate Limit, provided that the contract is signed by you before the "bodily injury" or "property damage" occurs.

Designated Locations:
All locations listed in Item 3. of the Common Policy Declarations or in any Master Pac Account Exposure Endorsement included in this policy.

PROVISIONS

1. The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.
2. The following replaces Paragraph **1.** of **SECTION III – LIMITS OF INSURANCE**:
   1. The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:
      a. Insureds;
      b. Claims made or "suits" brought;

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c. Persons or organizations making claims or bringing "suits"; or

d. "Projects" or "locations".

3. The following replaces Paragraph **2.** of **SECTION III – LIMITS OF INSURANCE**:

2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:

(1) Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

(2) Damages under Coverage **B**; and

(3) Medical expenses under Coverage **C**.

b. The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

(1) The Designated Project Aggregate Limit is the most we will pay for the sum of:

(a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences"; and

(b) Medical expenses under Coverage **C** for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "project".

(2) The Designated Project Aggregate Limit applies separately to each "project".

(3) The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.

(4) The Designated Project Aggregate Limit does not apply to damages under Coverage **B**. Instead, the General Aggregate Limit described in Paragraph **2.d.** below applies to such damages.

(5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.

c. Subject to the Total Aggregate Limit described in Paragraph **2.a.** above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

(1) The Designated Location Aggregate Limit is the most we will pay for the sum of:

(a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences"; and

(b) Medical expenses under Coverage **C** for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "location".

(2) The Designated Location Aggregate Limit applies separately to each "location".

(3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.

(4) The Designated Location Aggregate Limit does not apply to damages under Coverage **B**. Instead, the General Aggregate Limit described in

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Paragraph **2.d.** below applies to such damages.

(5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:

(a) The Total Aggregate Limit; and

(b) The Designated Location Aggregate Limit for the applicable "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit or the Designated Location Aggregate Limit for any other "location".

d. Subject to the Total Aggregate Limit described in Paragraph **2.a.** above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

(1) The General Aggregate Limit is the most we will pay for the sum of:

(a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences", and medical expenses under Coverage **C** for "bodily injury" caused by accidents, that cannot be attributed only to operations at a single "project" or a single "location"; and

(b) Damages under Coverage **B**.

(2) The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.

(3) Any payments made for damages or medical expenses to which the General Aggregate Limit applies will reduce:

(a) The Total Aggregate Limit; and

(b) The General Aggregate Limit.

Such payments will not reduce the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

4. The following replaces Paragraph **3.** of **SECTION III – LIMITS OF INSURANCE**:

3. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage **A** for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit, the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

5. The following is added to the **DEFINITIONS** Section:

"Location" means any designated location shown in the Schedule – Limits Of Insurance And Designated Projects and Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "location".

"Project" means any designated project shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is away from premises owned by or rented to you and at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "project".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft,** in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

(2) A watercraft you do not own that is:

(a) 75 feet long or less; and

(b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED:**

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 75 feet long or less; and

(2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTIO N II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II – Who Is An Insured**.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-3H526004-22-47-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.	ENGINEERS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

DATE OF ISSUE: 07-01-2023 **ST ASSIGN:** Page 1 of 1

ute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

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Tab D - Scope of Services

This solicitation has a space provided under each question the City has of the Proposer. This solicitation is available for electronic download at www.publicpurchase.com.

Proposers must address all points in this section. All responses are in italicized font in the box.

1. **Summary of Services**
   Provide a summary of the work plan and/or methodology and physical resources (staff and equipment) your company will commit to ensure successful project completion.

BIDDER'S RESPONSE: **See Attachment #5: Scope of Services**

2. **Quality Control Process**
   Provide a summary of the quality control measures that your company will commit to ensure the accuracy of the data.

BIDDER'S RESPONSE: **See Attachment #6: Data Quality Management Plan**

3. **Project Schedule**
   Provide a project schedule to ensure the timely completion of the project.

BIDDER'S RESPONSE: We anticipate that for each year of the project Tasks 1 through 3 will take approximately 8 to 10 weeks. The schedule may be affected by inclement weather. The schedule for Task 4 & 5 will take 4 to 6 weeks, from the completion of Task 3. Task 0 & 6 will run throughout the project. PEI will schedule the work after receiving a Notice to Proceed and contracts have been signed

Tab E - References

All Proposer(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	**City of Lancaster**
Address:	**44933 Fern Avenue, Lancaster, CA 93534**
Contact person:	**Frank Lujan**
Email address:	**flujan@cityoflancasterca.gov**
Telephone address:	**661-510-0840**
Project name:	**2021-2023 PMP Update Rotations B & C**
Dates worked performed:	**November 2021 - November 2023**
Summary of scope of services:	**PMP Update and 5 Year CIP Plan**
Project cost:	**$221,230.00**

Reference 2	
Company name:	**City of Santa Clarita**
Address:	**23920 Valencia Blvd Ste 300, Santa Clarita, CA**
Contact person:	**Ramiro Fuentes**
Email address:	**rfuentes@santa-clarita.com**
Telephone address:	**661-286-4138**
Project name:	**Annual Asphalt Inspection and PMS Update**
Dates worked performed:	**May 2022 - November 2023**
Summary of scope of services:	**Annual PMS and 5-year Plan Update**
Project cost:	**$106,785.00**

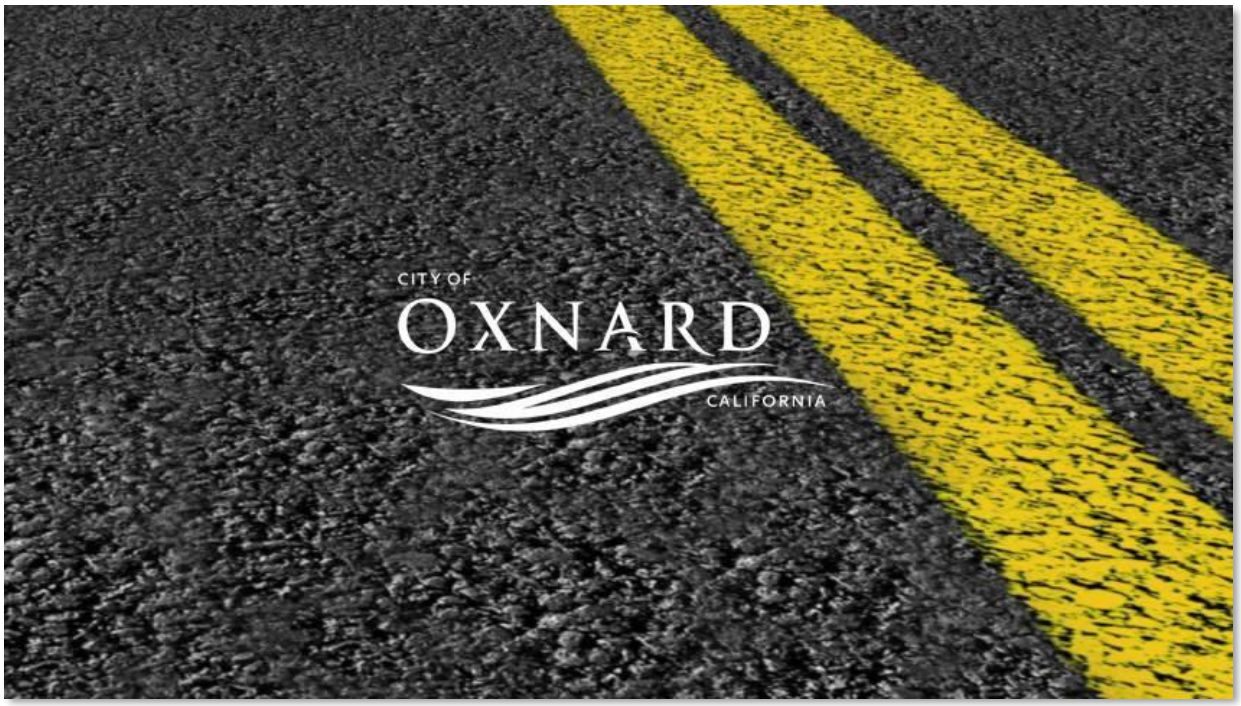
Reference 3	
Company name:	**Metropolitan Transportation Commission (MTC)**
Address:	**375 Beale Street, San Francisco, CA 94105**
Contact person:	**Sui Tan, P.E.**
Email address:	**stan@bayareametro.gov**
Telephone address:	**201-817-5844**
Project name:	**Pavement Technical Assistance Program (PTAP) Round 22, 23, 24**
Dates worked performed:	**May 2021 to April 2023 (PTAP 22 & 23), May 2023- Present (PTAP-24)**
Summary of scope of services:	**PMP Updates for Multiple Agencies per PTAP Round**
Project cost:	**PTAP Round 24: $410,150.00**

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

PROPOSER'S RESPONSE:	**See Attachment #3**

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

PROPOSER'S RESPONSE:	**None**


CITY OF
OXNARD
CALIFORNIA

Tab F - Cost Proposal/Budget Narrative

In this section, please complete and include this Cost Proposal. Cost Proposals will be disclosed to the evaluators after the evaluation of the technical proposals has been completed. The City reserves the right to negotiate final fees with the selected Contractor(s). Proposals must fully describe all costs of charges to the City as part of this service/project. As stated in the Cost Proposal, Proposers must provide fully inclusive blended rates, which are all-encompassing of the Proposer's project-related or supported expenses, including travel expenses. Proposers may also include any other documents as information to further explain the proposed costs.

Method of payment. Payment by the City for the services will be made only after the services have been performed and an invoice is submitted. The invoice should specifically describe the services performed, the name(s) of the personnel performing such services, hours provided for the service at the hourly rate quoted in this proposal. The appropriate City representative must approve the invoice. The City will make payment on a monthly basis, thirty (30) days after receipt of the invoice.

Cost proposal must be all-inclusive and include, but not be limited to, the following administration, travel, training and related costs. One **separate** rate sheet shall be enclosed by the submission of proposal deadline.

a) Provide total review hours detailed by partner, senior manager, manager, field supervisor and other staff.
b) Provide hourly rate detailed by partner, senior manager, manager, field supervisor and other staff.
c) Provide maximum annual project cost for each of the four (4) years.

The City of Oxnard maintains approximately 375.39 miles of streets, 65 miles of alleys, and 61 Parking Lots. Historically, street inspections have been performed on a three-year rotation with a third of residential and collector streets inspected each year and 100% of arterials receiving annual inspections. The City wants to continue that three-year rotation, starting with Rotation A, to update its Pavement Management System and its 5 year CIP plan..

The City asked Pavement Engineering Inc. to provide cost proposals for each project broken down by year, tasks, hours and estimated fees.

PEI's fees are summarized below and detailed in the enclosed fee schedules. The fees are based on our prior experience with the City, the knowledge of its streets and similar projects for public agencies throughout the State. All fees and costs quoted are subject to final negotiation with the City of Oxnard.

Pavement Management System Updates

- FY24/25 annual update - Yearly streets, Rotation A, and parking lots: **$100,880.00**
- FY25/26 annual update - Yearly streets and Rotation B: **$88,405.00**
- FY26/27 annual update - Yearly streets and evaluation of Area B: **$95,305**
- FY27/28 annual update - Yearly streets, Rotation A, and parking lots: **$100,880.00**

The City of Oxnard maintains 375.39 miles of streets, 65 miles of alleys, and 61 parking lots (approximately 97,723,053 Sqft). For FY 2024/25 (Year 1), the City wants inspections on 100% of the City's Arterial streets and the City's Collectors, Residentials, and alleys in Area A, Approximately 206 Centerline Miles (51,017,262 Sqft). As well as the pavements at each of the 61 City owned and maintained parking lots (2,272,395 Sqft).

PEI's fee breakdown incorporates all the required work for FY24/25 (Year 1), which is based on our prior experience with the City, the knowledge of its streets and similar PMS projects performed for other public agencies. The estimated fee for the total FY24/25 (Year 1) project will be $100,880.00.

All fees and costs are subject to final negotiation with the City of Oxnard.

Year 1 - Task 1 – Preliminary Investigations			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	6	$260	$1,560
Project Manager	13	$155	$2,015
		Year 1 - Task 1 fee	**$3,575**
Year 1 - Task 2 – Pavement Inspection			
Position	**Units**	**Unit Rate**	**Total**
Project Manager	13	$155	$2,015
PMS Data Technician	40	$100	$4,000
PMS Inspection Team	202	$200	$40,400
Per Diem	25	$300	$7,500
		Year 1 - Task 2 fee	**$53,915**
Year 1 - Task 3 – PMS Update and Quality Management			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	4	$260	$1,040
Project Manager	19	$155	$2,945
PMS Quality Control	69	$155	$10,695
PMS Data Technician	58	$100	$5,800
PMS Clerical	7	$85	$595
		Year 1 - Task 3 fee	**$21,075**
Year 1 - Task 4 - Maintenance and Capital Improvement Plan (CIP)			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	5	$260	$1,300
Project Manager	22	$155	$3,410
PMS Data Technician	58	$100	$5,800
PMS Clerical	7	$85	$595
		Year 1 - Task 4 fee	**$11,105**
Year 1 - Task 5 – PMS Report & Project Closeout			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	6	$260	$1,560
Project Manager	21	$155	$3,255
PMS Data Technician	58	$100	$5,800
PMS Clerical	7	$85	$595
		Year 1 - Task 5 fee	**$11,210**
		Year 1 Estimated Fees	**$100,880**

The City of Oxnard maintains 375.39 miles of streets, 65 miles of alleys, and 61 parking lots (approximately 97,723,053 Sqft). For FY 2025/26 (Year 2), the City wants inspections on 100% of the City's Arterial streets and the City's Collectors, Residentials, and alleys in Area B, Approximately 183 Centerline Miles (47,580,560 Sqft).

PEI's fee breakdown incorporates all the required work for FY25/26 (Year 2), which is based on our prior experience with the City, the knowledge of its streets and similar PMS projects performed for other public agencies. The estimated fee for the total FY25/26 (Year 2) project will be $88,405.00.

All fees and costs are subject to final negotiation with the City of Oxnard.

Year 2 - Task 1 – Preliminary Investigations			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	5	$260	$1,300
Project Manager	12	$155	$1,860
		Year 2 - Task 1 fee	**$3,160**
Year 2 - Task 2 – Pavement Inspection			
Position	**Units**	**Unit Rate**	**Total**
Project Manager	12	$155	$1,860
PMS Data Technician	35	$100	$3,500
PMS Inspection Team	176	$200	$35,200
Per Diem	22	$300	$6,600
		Year 2 - Task 2 fee	**$47,160**
Year 2 - Task 3 – PMS Update and Quality Management			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	3	$260	$780
Project Manager	17	$155	$2,635
PMS Quality Control	61	$155	$9,455
PMS Data Technician	51	$100	$5,100
PMS Clerical	6	$85	$510
		Year 2 - Task 3 fee	**$18,480**
Year 2 - Task 4 - Maintenance and Capital Improvement Plan (CIP)			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	4	$260	$1,040
Project Manager	20	$155	$3,100
PMS Data Technician	51	$100	$5,100
PMS Clerical	6	$85	$510
		Year 2 - Task 4 fee	**$9,750**
Year 2 - Task 5 – PMS Report & Project Closeout			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	5	$260	$1,300
Project Manager	19	$155	$2,945
PMS Data Technician	51	$100	$5,100
PMS Clerical	6	$85	$510
		Year 2 - Task 5 fee	**$9,855**
		Year 2 Estimated Fees	**$88,405**

The City of Oxnard maintains 375.39 miles of streets, 65 miles of alleys, and 61 parking lots (approximately 97,723,053 Sqft). For FY 2026/27 (Year 3), the City wants inspections on 100% of the City's Arterial streets and the City's Collectors, Residentials, and alleys in Area C, Approximately 209 Centerline Miles (51,773,612 Sqft).

PEI's fee breakdown incorporates all the required work for FY26/27(Year 3), which is based on our prior experience with the City, the knowledge of its streets and similar PMS projects performed for other public agencies. The estimated fee for the total FY26/27 (Year 3) project will be $95,305.00.

All fees and costs are subject to final negotiation with the City of Oxnard.

Year 3 - Task 1 – Preliminary Investigations			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	7	$260	$1,820
Project Manager	12	$155	$1,860
		Year 3 - Task 1 fee	**$3,680**
Year 3 - Task 2 – Pavement Inspection			
Position	**Units**	**Unit Rate**	**Total**
Project Manager	12	$155	$1,860
PMS Data Technician	38	$100	$3,800
PMS Inspection Team	187	$200	$37,400
Per Diem	24	$300	$7,200
		Year 3 - Task 2 fee	**$50,260**
Year 3 - Task 3 – PMS Update and Quality Management			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	4	$260	$1,040
Project Manager	18	$155	$2,790
PMS Quality Control	65	$155	$10,075
PMS Data Technician	54	$100	$5,400
PMS Clerical	7	$85	$595
		Year 3 - Task 3 fee	**$19,900**
Year 3 - Task 4 - Maintenance and Capital Improvement Plan (CIP)			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	5	$260	$1,300
Project Manager	21	$155	$3,255
PMS Data Technician	54	$100	$5,400
PMS Clerical	7	$85	$595
		Year 3 - Task 4 fee	**$10,550**
Year 3 - Task 5 – PMS Report & Project Closeout			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	7	$260	$1,820
Project Manager	20	$155	$3,100
PMS Data Technician	54	$100	$5,400
PMS Clerical	7	$85	$595
		Year 3 - Task 5 fee	**$10,915**
		Year 3 Estimated Fees	**$95,305**

The City of Oxnard maintains 375.39 miles of streets, 65 miles of alleys, and 61 parking lots (approximately 97,723,053 Sqft). For FY 2027/28 (Year 4), the City wants inspections on 100% of the City's Arterial streets and the City's Collectors, Residentials, and alleys in Area A, Approximately 206 Centerline Miles (51,017,262 Sqft). As well as the pavements at each of the 61 City owned and maintained parking lots (2,272,395 Sqft).

PEI's fee breakdown incorporates all the required work for FY27/28 (Year 4), which is based on our prior experience with the City, the knowledge of its streets and similar PMS projects performed for other public agencies. The estimated fee for the total FY27/28 (Year 4) project will be $100,880.00.

All fees and costs are subject to final negotiation with the City of Oxnard.

Year 4 - Task 1 – Preliminary Investigations			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	6	$260	$1,560
Project Manager	13	$155	$2,015
		Year 4 - Task 1 fee	**$3,575**
Year 4 - Task 2 – Pavement Inspection			
Position	**Units**	**Unit Rate**	**Total**
Project Manager	13	$155	$2,015
PMS Data Technician	40	$100	$4,000
PMS Inspection Team	202	$200	$40,400
Per Diem	25	$300	$7,500
		Year 4 - Task 2 fee	**$53,915**
Year 4 - Task 3 – PMS Update and Quality Management			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	4	$260	$1,040
Project Manager	19	$155	$2,945
PMS Quality Control	69	$155	$10,695
PMS Data Technician	58	$100	$5,800
PMS Clerical	7	$85	$595
		Year 4 - Task 3 fee	**$21,075**
Year 4 - Task 4 - Maintenance and Capital Improvement Plan (CIP)			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	5	$260	$1,300
Project Manager	22	$155	$3,410
PMS Data Technician	58	$100	$5,800
PMS Clerical	7	$85	$595
		Year 4 - Task 4 fee	**$11,105**
Year 4 - Task 5 – PMS Report & Project Closeout			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	6	$260	$1,560
Project Manager	21	$155	$3,255
PMS Data Technician	58	$100	$5,800
PMS Clerical	7	$85	$595
		Year 4 - Task 5 fee	**$11,210**
		Year 4 Estimated Fees	**$100,880**

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Tab G - Proposer Attachment

Any response that Proposers are finding difficulty pasting into the "Proposers Response" boxes in any section of the solicitation, proposers shall paste in Tab G. When pasting attachments to Tab G, label the attachments "Attachment 1", Attachment 2" and so forth. Enter the corresponding "Attachment Number" into the Proposer's Response box as the example shows below:

Below is an example:

Tab C - Company Profile

This section of the proposal is designed to establish the proposer as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:
1. Business name and legal business status (i.e. partnership, corporation, etc.)
PROPOSER'S RESPONSE: Located in "Attachment 1"
2. Proof of non-profit status, if applicable
PROPOSER'S RESPONSE: Located in "Attachment 2"

Tab G - Any response that Proposers are finding difficulty pasting into the "Proposers Response" boxes in any section of the solicitation, proposers shall paste in Tab G. When pasting attachments to Tab G, label the attachments "Attachment 1", Attachment 2" and so forth. Enter the corresponding Attachment Number into the Proposer's response box with the words "See Tab G." List all attachments with an index tab.

List all attachments included in this Section. Please use additional pages to list attachments if necessary.

Attachment Number	Document Title	Page Number
Attachment 1	**Company Overview and Experience**	**45**
Attachment 2	**Organizational Chart**	**47**
Attachment 3	**Relevant Experience**	**48**
Attachment 4	**Resumes/ Licenses/ Credentials/ Certifications**	**52**
Attachment 5	**Scope of Services**	**55**
Attachment 6	**Data Quality Management Plan**	**75**
Attachment 7		
Attachment 8		

Pavement Engineering Inc.
C Corporation (CA)
Phone: (805) 781-2265
Fax: (805) 781-2267

Contact Person:
Joe Seely, Project Manager
Joes@pavementengineering.com

Principal Officers:
Joseph L. Ririe, PE – President
William J. Long, PE – CEO

Pavement Engineering Inc. (PEI) specializes in pavement. During any given year, we evaluate, design, inspect and test millions of square feet of pavement throughout California.

With collective experience spanning over three decades, our highly-trained staff can quickly determine pavement condition and identify potential problems. Because our firm provides services ranging from initial pavement investigation and testing to design and inspection, we know what to look for and how to correct the problems simply and cost effectively.

PEI also understands the responsibilities of and constraints on government departments. They are charged with maintaining assets in fiscally responsible ways while maximizing services and work to deliver a quality product. This is no easy task, but it's where PEI excels. When it comes to assisting our clients, we take a very personal approach to their success. Our goal is to maximize pavement assets, minimize costs and always ensure a quality, long-lasting product. PEI's clients benefit from our experience and expertise.

We have worked with the following California public agencies:

Atascadero	Gilroy	Mill Valley	Reedley	Seaside
Belmont	Goleta	Millbrae	Rocklin	Sebastopol
Brentwood	Grover Beach	Milpitas	Port Hueneme	Shasta Lake
Buellton	Guadalupe	Monte Sereno	Rocklin	Sierra County
Calabasas	Hayward	Monterey	Roseville	Solano County
Calistoga	Hemet	Moorpark	Sacramento	Sonoma Co.
Camarillo	Hercules	Morgan Hill	San Anselmo	St. Helena
Carpinteria	Hollister	Napa	San Carlos	Stanislaus Co.
Citrus Heights	Lake County	Novato	San Luis Obispo	Stockton
Clayton	Lakeport	Oakdale	San Luis Obispo Co.	Tehama County
Concord	Larkspur	Oakley	San Mateo	Thousand Oaks
Cupertino	Lathrop	Ojai	San Mateo Co.	Tiburon
Danville	Lincoln	Oxnard	San Ramon	Vacaville
El Cerrito	Lompoc	Pacifica	Santa Barbara	Walnut Creek
Emeryville	Los Altos	Palo Alto	Santa Barbara Co.	Windsor
Escalon	Los Altos Hills	Paso Robles	Santa Clarita	Woodland
Fort Bragg	Los Gatos	Petaluma	Santa Cruz Co.	Yountville
Galt	Marin County	Pismo Beach	Santa Maria	Yreka

PAVEMENT MANAGEMENT PROGRAM EXPERIENCE

30+

Years in business

600+

Clients throughout California

7,500+

Completed projects

100%

Committed to excellence

PEI is one of the most experienced pavement management specialists in California, with dozens of successful public agency clients throughout California, many of whom have relied on our pavement management services repeatedly for **over two decades.**

PEI began performing PMP evaluations in the 1990s using both APWA's MicroPAVER™ and MTC's StreetSaver® program. Our company is registered through the MTC as a certified StreetSaver® consultant. This ensures our company and raters are accurate and work in compliance with Metropolitan Transportation Commission (MTC) standards.

In 2009, PEI was awarded "Best Pavement Management Consultant" by the Bay Area Metropolitan Transportation Commission (MTC), which covers 109 local agencies.

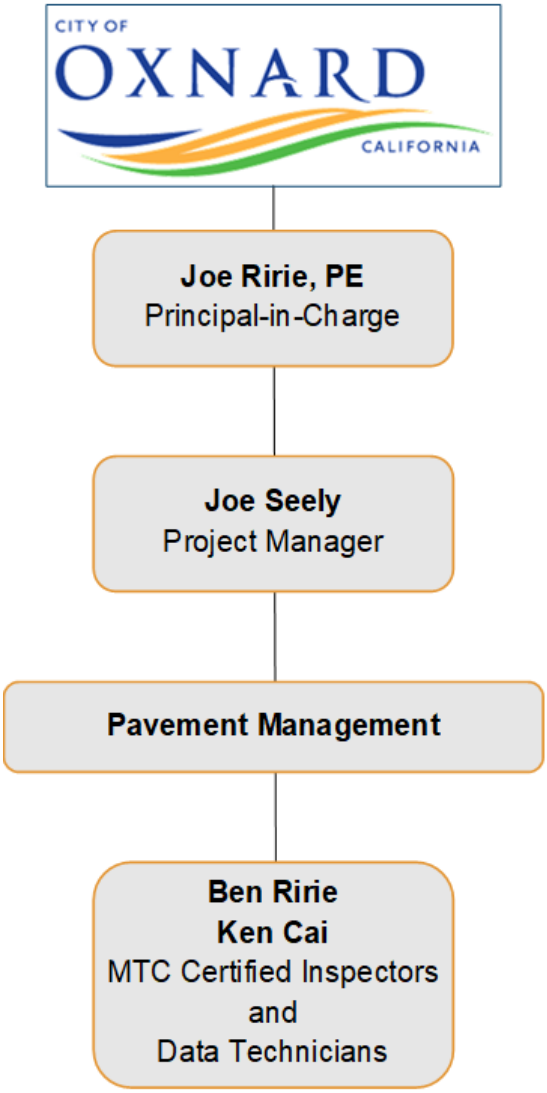
In presenting the award, Amy Burch, MTC PTAP Project Manager said: ***"PEI stands behind their work. Providing quality products for their clients is just a standard. They have raised the bar for all PTAP consultants."***

After performing a PMS update for the City of Reedley, City Manager, Nicole Zieba, stated, ***"Pavement Engineering Inc. did an outstanding job assisting our city with its pavement management system. Their knowledge and expertise resulted in a seamless completion of this project. This is, by far, one of the best investments in streets and roads that our City has made.***

The final presentation PEI gave to City Council on the outcomes of the assessment was fantastic. It was clear and non-technical, and it provided a future road map for getting the most out of our limited street and road dollars. I highly recommend that all cities use PEI for a full pavement management analysis and plan."

Because PEI combines nearly three decades of pavement maintenance and rehabilitation projects with two decades of PMP experience, we provide the most accurate pavement distress data, timely recommendations and precise budgets that ensure the longest lasting pavement product. To insure accuracy, we require all of our PMS field inspectors to attend MTC training classes as well as complete the MTC StreetSaver® Rater Certification Program. Our goal is to ensure the City has the most accurate database possible, including original construction dates and CIP maintenance records, all of which will provide a better, more accurate pavement management system going forward. Many of our public agency clients have used PEI's PMP update services for more than a decade.

ORGANIZATIONAL CHART



RELEVANT EXPERIENCE

PEI manages all public projects "hands on" through every step. We work closely with each agency to make sure its project team is informed and confident that projects are managed prudently and honestly with an eye for detail and unsurpassed professionalism. Recent Pavement Management Projects of similar size and scope include the following:

City of Santa Clarita
Annual Asphalt Inspection & Pavement Management System Update

Client Contact

City of Santa Clarita
23920 Valencia Blvd., Suite 300
Santa Clarita, CA 91355

Ramiro Fuentes
Assistant Engineer
661.286.4134
rfuentes@santa-clarita.com

Project Dates

1. October 2018 – September 2021
2. May 2022 - November 2023

Project Cost / Firm Fee $106,785

PEI Key Assigned Staff

Joe Ririe, P.E. – Principle in Charge
Joe Seely – Project Manager

Scope of services: PEI has performed pavement management program services for the City of Santa Clarita, annually since 2000. Last year PEI inspected approximately 330 lane miles of the City's arterials and a third of its collector and residential/local streets and bike trails (approximately 230 lane miles). Additionally, the City has asked us perform inspection on 1/3 of their system annually, on a rotating basis. We also completed a detailed pavement inspection of identified streets and updated the City's pavement management program, including adding new streets that were recently annexed by the City, identified and included missing data, and updated streets that received an overlay or maintenance treatment within the previous year.

City of Lancaster
2018/19 Pavement Management Program Update
2020 Pavement Management Program Rotation A
2021-2023 Pavement Management Program Rotations B & C

Client Contact

City of Lancaster
44933 Fern Avenue
Lancaster, CA 93534

Frank Lujan
Public Works City Engineer
661.510.0840
flujan@cityoflancasterca.gov

Project Dates

1. June 2018 – May 2019
2. August 2020 - May 2021
3. November 2021 - November 2023

Project Cost / Firm Fee

$221,230

PEI Key Assigned Staff

Joe Ririe, P.E. – Principle in Charge
Joe Seely – Project Manager

Scope of Services: In 2018, the City of Lancaster chose PEI to assist the city with the update of their Pavement Management System. The city decided to migrate their Pavement Management data from IMS to StreetSaver® and asked PEI to oversee the transition and perform the work. We coordinated the data migration so none of the previous data was lost and provided the necessary training and support to help staff understand the StreetSaver® program. We then performed a full review and update of their pavement network. In August of 2020, we performed the first round of the city's three-year rotational system update, where all their Arterial streets and 1/3 of their Collector and Residential Streets are reviewed annually. This annual update includes the input of any streets that have been added to their street system or have had any maintenance or rehabilitation treatment applied. We then completed Rotations B (1/3) and C (1/3) of the program update.

Metropolitan Transportation Commission (MTC)
Pavement Management Services through the P-TAP Program

Client Contact

MTC
375 Beale St,
San Francisco, CA 94105

Sui Tan, PE
Program Manager
210.817.5844
stan@bayareametro.gov

Project Dates

1. April 2021 – April 2022 (PTAP-22)
2. April 2022 – April 2023 (PTAP-23)
3. April 2023 – current (PTAP-24)

Project Cost / Firm Fee

$410,150 (PTAP-24)

PEI Key Assigned Staff

Joe Ririe, P.E. – Principle in Charge
Joe Seely – Project Manager

Scope of services: In 2016, PEI applied for and was accepted as a consultant for the Metropolitan Transportation Commission's (MTC) Pavement Technical Assistance Program (P-TAP). As one of MTC's P-TAP consultants, we were assigned several clients (Cities) for each round of projects which we would be providing pavement management assistance to. The cities which PEI provided pavement management services for during the last 8 rounds of PTAP include the following:

- Albany (PTAP-20)
- Antioch (PTAP-20)
- Belmont (PTAP-18)
- Belvedere (PTAP-24)
- Brentwood (PTAP-18)
- Berkeley (PTAP-19, 21)
- Campbell (PTAP-21, 24)
- Clayton (PTAP-19)
- Colma (PTAP-20)
- Corte Madera (PTAP-24)
- Emeryville (PTAP-18, 20)
- Hercules (PTAP-23)
- Lafayette (PTAP-18)
- Larkspur (PTAP-19)
- Millbrae (PTAP-18, 21)
- Mill Valley (PTAP-19)
- Oakley (PTAP-21, 24)
- Orinda (PTAP-19, 21, 23)
- Petaluma (PTAP-24)
- Ross (PTAP-21, 24)
- Richmond (PTAP-21, 24)
- San Anselmo (PTAP-19)
- San Ramon (PTAP-18, 20, 23)
- Sausalito (PTAP-19, 23)
- Sunnyvale (PTAP-24)
- Tiburon (PTAP-19)
- Union City (PTAP-23)
- Vallejo (PTAP-21)
- Windsor (PTAP-24)
- Yountville (PTAP-18, 21)

For each of these clients, PEI updated their pavement management systems, adding any missing streets, built out their databases, and provided any needed technical support and training

City of Oxnard
2019 Rotation C Pavement Management Program Update
2021 Rotation A Pavement Management Program Update
2022 Rotation B Pavement Management Program Update
2023 Rotation C Pavement Management Program Update

Client Contact	300 West Third Street, 2nd Floor, East Wing Oxnard, CA 93030 Asitha Withanage Civil Engineer 805.385.8052 Asitha.Withanage@oxnard.org
Project Dates	March 2015 – March 2016; February 2017 – September 2017 February 2018 – September 2018
Project Cost / Firm Fee	2019 - $88,315 2021 - $96,760 2022 - $79,885 2023 - $88,315
PEI Key Assigned Staff	Joe Ririe, P.E. – Principle in Charge Joe Seely – Project Manager

Scope of services: PEI has worked with the City of Oxnard almost continuously since 1987 and set up its first pavement management PROGRAM in 2000 using MicroPAVER™. We subsequently performed all of the annual inspections until 2010 when the City chose to try an automated rating system. In 2015, the City opted to return to manual surveys and decided to update its pavement management system using StreetSaver® software and turned to PEI because of our known expertise. We rated approximately 382 miles of streets, 70 miles of alleys, and assisted with the streets portion of a 30-year master plan for the City.

PEI performed the last 4 years of Annual Rotational PMS updates. We maintained the city's three year rotation, the 2019 PMS Update was for the Yearly's and Rotation C Streets. The 2021 PMS Update was for the Yearly's, Rotation A, and the City's 61 Parking Lots. The 2022 PMS Update was for the Yearly's and Rotation B streets. The 2023 PMS Update was for the Yearly's and Rotation C Streets.

With 90+ employees in six offices, PEI has the staff resources to perform all the relevant tasks related to this project. All PMP work is managed through the Santa Clarita office, which has all the necessary personnel to provide this service to the City of Rialto. Because we take a hands-on, personalized approach with all our clients, assigned staff will remain with a project from start to finish. This ensures that the City receives consistent services with reliable, accurate results delivered on time and within budget.

In addition, PEI's personnel are cross-trained in multiple tasks. For example, during winter, an employee may be assisting with pavement design and during the summer/fall, that same employee may be inspecting pavements. All our staff are well-rounded and knowledgeable.

Joe Ririe, P.E.

Senior Principal Engineer
Principal-in-charge

Registration
CA Registered Civil Engineer 52735

Office:
3485 Sacramento Dr, Ste A
San Luis Obispo, CA 93401
JoeR@pavementengineering.com

Education
BS, Civil Engineering
California Polytechnic State University
San Luis Obispo, CA

Joe has 27 years of wide-ranging experience in engineering and project management and in developing practical, cost-effective and quality pavement solutions for clients throughout California. He specializes in pavement management systems, pavement rehabilitation design and construction administration for public agencies throughout California. Joe is responsible for PEI's reputation as California's premier pavement engineering specialists and has set the standard for delivering quality projects on time, on budget and with unparalleled customer service that builds trust and loyalty. Joe's recent PMP experience includes the following cities, towns and counties:

Atascadero	Galt	Lompoc	Paso Robles	San Ramon
Belmont	Goleta	Los Altos Hills	Petaluma	Santa Clarita
Brentwood	Grover Beach	Millbrae	Pismo Beach	Vacaville
Camarillo	Guadalupe	Milpitas	Pittsburg	Woodland
Carpinteria	Hollister	Napa	Reedley	Yountville
Concord	Lafayette	Oakley	San Benito Co.	Santa Barbara Co.
Danville	Larkspur	Oxnard	San Carlos	Sonoma Co.
Emeryville	Lathrop	Pacifica		

Joseph Seely

Project Manager
Inspector / Rater / QC

Office:
26007 Huntington Lane
Ste# 5
Santa Clarita, CA 91355
JoeS@pavementengineering.com

Education
AS, Criminal Justice – UOP
AS, Engineering – Cuesta College

Joe administers PEI's Pavement Management System Program. He has been working as a pavement management specialist with PEI for 12 years. At PEI, our project managers work hard to the extra mile for our clients. If selected, Joe Seely will be fully committed and available to the City of Oxnard for all related tasks needed to successfully complete the project, on time and on budget.

He schedules PMP projects, performs visual evaluations, ensures database accuracy and prepares spreadsheets and reports. Joe performs data analysis for each project report, in the field quality control ratings, and oversees and trains field evaluation staff. In addition, he develops presentations and provides hands-on training to public agency staff on pavement distresses, rating techniques and operation of both MicroPAVER™ and StreetSaver® software. During his time at PEI, Joe has rated over 15,000 centerline miles of roads. Joe is also a certified MTC StreetSaver® Rater and will be performing pavement assessments in accordance with StreetSaver's® modified ASTM D6433. To stay current, he is a regular attendee at the bi-annual MTC users training week. Joe has participated in expert panels at MTC user's week as well. His recent PMP experience includes the following Cities and Counties. The agencies in bold he has served as project manager:

City of Albany
City of Antioch
City of Atascadero
City of Brentwood
City of Belmont
City of Berkeley
City of Carpinteria
City of Clayton
City of Colma
City of Concord
City of Emeryville
City of Goleta
City of Grover Beach
City of Guadalupe
City of Hollister
City of Lafayette
City of Lancaster
City of Larkspur
City of Lathrop
City of Milpitas
City of Millbrae
City of Mill Valley
City of Napa
City of Orinda
City of Oxnard
City of Paso Robles
City of Reedley
City of San Ramon
City of San Luis Obispo
County of San Benito
County of San Luis Obispo
City of Santa Clarita
County of Santa Barbara
City of Santa Maria
Town of San Anselmo
City of Sausalito
City of Shasta Lake
City of Solvang
Town of Tiburon
Town of Yountville

PMS RATERS / INSPECTORS

Accurate data is critical for pavement management programs. At PEI, we take this seriously. PEI raters are certified to rate streets per ASTM D6433. All of PEI's raters have completed the MTC StreetSaver® Rater Certification Program and annual training updates.

BEN RIRIE

Street Rater/ Data Technician

Office:
26007 Huntington Ln #5
Santa Clarita, CA 91355

Education
BS, Business Management
Brigham Young University, Idaho
Rexburg, ID

Ben has been working for PEI for 17 years. Since 2006, Ben has been rating / inspecting streets as a member of PEI's pavement management team. He performs assessments in accordance with StreetSaver's® modified ASTM D6433 standards. During his time at PEI, Ben has rated over 15,000+ centerline miles of roads. As PEI's most experienced pavement management program rater, his PMP similar experience includes the following:

City of Albany
City of Antioch
City of Atascadero
City of Brentwood
City of Belmont
City of Berkeley
City of Carpinteria
City of Clayton
City of Colma
City of Concord
City of Emeryville
City of Goleta
City of Grover Beach
City of Guadalupe
City of Hollister
City of Lafayette
City of Lancaster
City of Larkspur
City of Lathrop
City of Milpitas
City of Millbrae
City of Mill Valley
City of Napa
City of Orinda
City of Oxnard
City of Paso Robles
City of Reedley
City of San Ramon
City of San Luis Obispo
County of San Benito
County of San Luis Obispo
City of Santa Clarita
County of Santa Barbara
City of Santa Maria
Town of San Anselmo
City of Sausalito
City of Shasta Lake
City of Solvang
Town of Tiburon
Town of Yountville

Ken Cai

Street Rater/ Data Tech.

Office:
26007 Huntington Ln #5
Santa Clarita, CA 91355

Education
BS, Managerial Economics
UC Davis
Davis, CA

Ken joined PEI in early 2023 to bolster our PMP team. His responsibilities include: performing pavement assessments in accordance with StreetSaver's® modified ASTM D6433 as well as assists agencies with budget needs and development of pavement preservation plans. Ken has gone through MTC StreetSaver® Rater Certification Program and is a certified rater. His recent similar PMP experience includes:

Belvedere
Campbell
Corte Madera
Lancaster
Oakley
Oxnard
Paso Robles
Petaluma
Richmond
Ross
Santa Barbara County
Shasta lake
Sunnyvale
Santa Clarita
Windsor

ATTACHMENT #5

SCOPE OF SERVICES

Currently, The City of Oxnard maintains approximately 375 miles of streets, 65 miles of alleys, and 61 parking lots, for a total of approximately 97,723,053 Sqft of pavement. For FY 2024/25 (Year 1), the City wants inspections on 100% of the City's Arterial streets and the City's Collectors, Residentials, and alleys in Area A, Approximately 206 Centerline Miles (51,017,262 Sqft). As well as the pavements at each of the 61 City owned and maintained parking lots (2,272,395 Sqft).

The City has outlined nine essential tasks in its scope of work: project management; preliminary investigation; pavement inspection; PMS update; maintenance and a capital improvement plan (CIP); PMS report; quality management; engineering and design; construction administration and management; and project closeout.

The scope of services will be performed in six phases over four years, as outlined below.

Year 1 – 24/25 PMS Update:

Year 1 Scope: Evaluation and Update of Rotation A, Parking Lots, and Yearly Streets

- Task 0. Project Management
- Task 1. Preliminary Investigations
- Task 2. Pavement Inspection
- Task 3. PMS Update
- Task 4. Maintenance and Capital Improvement Plan (CIP)
- Task 5. PMS Report & Project Closeout
- Task 6. Quality Management

Task 1.0 Project Management

PEI will undertake the following as part of Year 1, Task 0:

Pavement Engineering Inc. (PEI) will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, we will review past maintenance and rehabilitation strategies and check the City's maps and database to confirm streets, pavement areas, street limits and boundaries. We will also review with staff quality control measures that are described in more detail in Task 6. Reviewing these issues and items prior to beginning work will help the City develop future maintenance plans and budget scenarios that accurately reflect the City's objectives.

Based on this discussion, PEI will develop a firm schedule to track progress of the project and also will establish the format of deliverables that will be most useful to the City.

Throughout the project, PEI will meet with City staff as required to coordinate and review specific project progress, schedules, and budgets to ensure the work performed meets the City's expectations and performance goals.

Task 1 Preliminary Investigations

PEI will undertake the following as part of Task 1:

Because of our prior experience working with the City, PEI is thoroughly familiar with the streets, neighborhoods, soil types, pavement structures and maintenance. This familiarization drastically cuts down on preliminary and preparatory work, which allows the City to assign monetary resources to actual pavement preservation.

At our first meeting with City staff, PEI's project manager will arrange to retrieve any new PMS data, GIS files and drawings. We will review past data, assess recent information and determine the information that is important to the project. PEI's project manager will then work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.

Task 2 Pavement Inspection

PEI will undertake the following as part of Task 2:

PEI's certified staff will manually inspect the City's streets (Collectors and Residentials) and alleys in Area C, as well as 100% of the City's Arterial for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressions and weathering. Information gleaned from manual inspections is considered more reliable and accurate than automated, drive by, or windshield surveys.

PEI will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM D6433 and supported by PEI's quality assurance standards, which are designed to ensure accuracy and consistency. PEI's inspectors are certified by for quality and consistency with a demonstrated accuracy rate of ± 5 PCI points. Industry standards accepts ± 10 PCI points.

As part of the field review, PEI will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width. Precise measurements are key to accurate cost projections, which are calculated based on pavement area.

PEI will sample locations on random test sites of ± 2,500 sf. PEI will annotate the sample location on our rating sheet using footage from the beginning of each road segment. Recording locations of inspected sample areas provides the necessary information to relocate the measured area for verification. This method produces reliable, reproducible data for current and future use.

As part of this work, PEI will perform a Quality Control review. The QC review compares the latest PCIs of newly rated street segments to prior PCIs from the last PMS update. Any segment found to have deteriorated more than 3 PCI points per year, since the last

visual evaluation (12 points for Rotation C, and 3 points for Arterials), or have increased more than 1 PCI point, without a documented M&R treatment, will then reviewed by The Project Manager.

To ensure safety during the visual evaluation, PEI will provide its inspectors with reflective safety vests and will provide traffic control using flashing beacons and vehicle-mounted magnetic signs warning of frequent stops.

Task 3 PMS Update

PEI will undertake the following as part of Task 3 following completion of Task 2:

PEI will input the data collected during the visual evaluations in the City's StreetSaver® database using MTC's Mobile Rater. This speeds project completion and increases accuracy. This will provide updated PCI's for each of the segments inspected.

PEI will utilize StreetSaver® to develop "family curves" for each road or functional classification. PEI will verify, to the extent possible, and input the last Maintenance and Rehabilitation (M&R) treatment and Date for each segment. Also, we will update the City's StreetSaver® database with ADT data, provided by the City, for the Arterial and Collector Streets,

As part of the update, PEI will review the City's current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.

Task 4 Maintenance and Capital Improvement Plan (CIP)

PEI will undertake the following as part of Task 4:

PEI will identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments for the inspected streets according to a critical-point management approach. The critical-point approach incorporates pavements from all parts of the deterioration curve, not just the best nor just the worst. This approach optimizes every budget dollar by seeking to apply the right treatment at the right time. Not too soon and not too late. PEI will work with City staff to develop decision matrices and breakpoints and to develop treatments and costs for maintenance and rehabilitation projects.

PEI will help City staff determine the best maintenance that will maintain the City's overall PCI at a level set by the City. The analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. PEI will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.

Task 5 PMS Report & Project Closeout

PEI will undertake the following as Task 5:

PEI will prepare one copy of the PMS report in an indexed binder for the City's review. After the review, we will prepare an updated final report containing all relevant information in a PDF format on a computer disk. Both the print and the electronic report will contain the following information:

- Executive summary
- Budget needs scenarios
- Network replacement costs
- Proposed future budget levels
- Budget scenarios including
  - a scenario to maintain roadways at the existing PCI;
  - a scenario to increase the current PCI by 5 points; and
  - a scenario to show the potential PCI for roadways over five to ten years using current funding levels or a specified time range determined by the City
- A section description report for all street segments, sorted by Neighborhood
- Street sections selected for recommended treatments during the specified years with estimated costs
- Maps and exhibits.
- GIS Shapefile and Spreadsheet Export

As an option, PEI can provide a presentation for the City Council that summarizes the report and provides guidance on pavement principles and practices.

For the assessed parking lots, a summary report will be provided that lists each parking lot's condition and will include a summary of our ADA findings.

Project Closeout

PEI never leaves loose ends. As previously stated, we will work with City staff through every step of a project and will deliver all the items outlined by the City in the initial kick-off and planning meeting, including but not limited to project files, final report(s) and drawings. As with all our work, we warrant what we do and will work with clients to achieve a satisfactory closeout.

Task 6 Quality Management

PEI will provide the following quality assurances in Task 6 as part of the overall scope of work:

A quality pavement management system is only as good to its user as the data that is input. Maintaining and improving the quality of a PMS is crucial to the success of the creation or update to a Pavement Management system. At PEI we strive for accuracy and precision, so our Quality Control Plan compares the latest PCI's of newly rated street segments to prior PCI's from the last PMS update. Street segments with PCI's that have increased in PCI, without any maintenance and rehabilitation, and street segments with PCI's that have dropped more than 3 PCI points per year, since their last rating, will be

identified and reviewed in the field by an engineer or senior engineering technician. At PEI, we strive for a +/- 5 PCI points when comparing initial ratings versus QC ratings. We will review a minimum of 10% of the segments as part of the QC review.

Additionally, PEI's PMS quality control plan encompasses several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. In brief, our QA/QC procedures for PMS work include these elements:

Trained and certified staff:

PEI's field technicians undergo strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. In addition, our data technicians are trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. PEI's inspectors are certified by the Metropolitan Transportation Commission (MTC) and attending annual MTC training classes. We strive for a ± 5 PCI point repeatability.

Equipment verification:

Prior to beginning any pavement assessment, PEI inspects, verifies and, if necessary, calibrates its measuring equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.

Data checks:

PEI's PMS crew typically perform a series of data checks in the field after collecting and processing the data according to strict procedures. The PMS project manager reviews the data for accuracy and completeness before a PMS data technician compiles the final database according the agency's locations and mapping system. He also works with the data technician to recheck segment lengths and looks for any missing segments or data elements. This includes a verification of the Functional Classification of each segment to ensure that it complies with Caltrans Specifications. PEI's data technician then reviews the entire database for formatting, missing information and errors. All these checks ensure agencies receive thorough and accurate reports.

Control, verification and random site testing:

PEI's Project Manager reviews a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. We then compare these reference values to the initial PCI generated by StreetSaver® software. If there are discrepancies, we will rerate the road. Once this QA/QC is finished, any variations to what the field crew found are updated in the database.

Year 2 – 25/26 PMS Update:

Year 2 Scope: Evaluation and Update of Rotation B and Yearly Streets

Task 0	Project Management
Task 1	Preliminary Investigations
Task 2	Pavement Inspection
Task 3	PMS Update
Task 4	Maintenance and Capital Improvement Plan (CIP)
Task 5	PMS Report & Project Closeout
Task 6	Quality Management

Task 2.0 Project Management

PEI will undertake the following as part of Year 2, Task 0:

Pavement Engineering Inc. (PEI) will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, we will review past maintenance and rehabilitation strategies and check the City's maps and database to confirm streets, pavement areas, street limits and boundaries. We will also review with staff quality control measures that are described in more detail in Task 6. Reviewing these issues and items prior to beginning work will help the City develop future maintenance plans and budget scenarios that accurately reflect the City's objectives.

Based on this discussion, PEI will develop a firm schedule to track progress of the project and also will establish the format of deliverables that will be most useful to the City.

Throughout the project, PEI will meet with City staff as required to coordinate and review specific project progress, schedules, and budgets to ensure the work performed meets the City's expectations and performance goals.

Task 1 Preliminary Investigations

PEI will undertake the following as part of Task 1:

Because of our prior experience working with the City, PEI is thoroughly familiar with the streets, neighborhoods, soil types, pavement structures and maintenance. This familiarization drastically cuts down on preliminary and preparatory work, which allows the City to assign monetary resources to actual pavement preservation.

At our first meeting with City staff, PEI's project manager will arrange to retrieve any new PMS data, GIS files and drawings. We will review past data, assess recent information and determine the information that is important to the project. PEI's project manager will then work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.

Task 2 Pavement Inspection

PEI will undertake the following as part of Task 2:

PEI's certified staff will manually inspect 100% of the City's Arterial streets and the City's Collectors, Residentials, and alleys in Area A, as well as the pavements at each of the City owned and maintained parking lots (61 sites) for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressions and weathering. In the parking lots, PEI will also review the existing ADA parking stalls for compliance. Information gleaned from manual inspections is considered more reliable and accurate than automated, drive by, or windshield surveys.

PEI will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM D6433 and supported by PEI's quality assurance standards, which are designed to ensure accuracy and consistency. PEI's inspectors are certified by for quality and consistency with a demonstrated accuracy rate of ± 5 PCI points. Industry standards accepts ± 10 PCI points.

As part of the field review, PEI will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width. Precise measurements are key to accurate cost projections, which are calculated based on pavement area.

PEI will sample locations on random test sites of ± 2,500 sf. PEI will annotate the sample location on our rating sheet using footage from the beginning of each road segment. Recording locations of inspected sample areas provides the necessary information to relocate the measured area for verification. This method produces reliable, reproducible data for current and future use.

As part of this work, PEI will perform a Quality Control review. The QC review compares the latest PCIs of newly rated street segments to prior PCIs from the last PMS update. Any segment found to have deteriorated more than 3 PCI points per year, since the last visual evaluation (12 points for Rotation C, and 3 points for Arterials), or have increased more than 1 PCI point, without a documented M&R treatment, will then reviewed by The Project Manager.

To ensure safety during the visual evaluation, PEI will provide its inspectors with reflective safety vests and will provide traffic control using flashing beacons and vehicle-mounted magnetic signs warning of frequent stops.

Task 3 PMS Update

PEI will undertake the following as part of Task 3 following completion of Task 2:

PEI will input the data collected during the visual evaluations in the City's StreetSaver® database using MTC's Mobile Rater. This speeds project completion and increases accuracy. This will provide updated PCI's for each of the segments inspected.

PEI will utilize StreetSaver® to develop "family curves" for each road or functional classification. PEI will verify, to the extent possible, and input the last Maintenance and Rehabilitation (M&R) treatment and Date for each segment. Also, we will update the City's StreetSaver® database with ADT data, provided by the City, for the Arterial and Collector Streets,

As part of the update, PEI will review the City's current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.

Task 4 Maintenance and Capital Improvement Plan (CIP)

PEI will undertake the following as part of Task 4:

PEI will identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments for the inspected streets according to a critical-point management approach. The critical-point approach incorporates pavements from all parts of the deterioration curve, not just the best nor just the worst. This approach optimizes every budget dollar by seeking to apply the right treatment at the right time. Not too soon and not too late. PEI will work with City staff to develop decision matrices and breakpoints and to develop treatments and costs for maintenance and rehabilitation projects.

PEI will help City staff determine the best maintenance that will maintain the City's overall PCI at a level set by the City. The analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. PEI will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.

Task 5 PMS Report & Project Closeout

PEI will undertake the following as Task 5:

PEI will prepare one copy of the PMS report in an indexed binder for the City's review. After the review, we will prepare an updated final report containing all relevant information in a PDF format on a computer disk. Both the print and the electronic report will contain the following information:

- Executive summary
- Budget needs scenarios
- Network replacement costs
- Proposed future budget levels
- Budget scenarios including
  - a scenario to maintain roadways at the existing PCI;
  - a scenario to increase the current PCI by 5 points; and
  - a scenario to show the potential PCI for roadways over five to ten years using current funding levels or a specified time range determined by the City
- A section description report for all street segments, sorted by Neighborhood
- Street sections selected for recommended treatments during the specified years with estimated costs
- Maps and exhibits.
- GIS Shapefile and Spreadsheet Export

As an option, PEI can provide a presentation for the City Council that summarizes the report and provides guidance on pavement principles and practices.

Project Closeout

PEI never leaves loose ends. As previously stated, we will work with City staff through every step of a project and will deliver all the items outlined by the City in the initial kick-off and planning meeting, including but not limited to project files, final report(s) and drawings. As with all our work, we warrant what we do and will work with clients to achieve a satisfactory closeout.

Task 6 Quality Management

PEI will provide the following quality assurances in Task 6 as part of the overall scope of work:

A quality pavement management system is only as good to its user as the data that is input. Maintaining and improving the quality of a PMS is crucial to the success of the creation or update to a Pavement Management system. At PEI we strive for accuracy and

precision, so our Quality Control Plan compares the latest PCI's of newly rated street segments to prior PCI's from the last PMS update. Street segments with PCI's that have increased in PCI, without any maintenance and rehabilitation, and street segments with PCI's that have dropped more than 3 PCI points per year, since their last rating, will be identified and reviewed in the field by an engineer or senior engineering technician. At PEI, we strive for a +/- 5 PCI points when comparing initial ratings versus QC ratings. We will review a minimum of 10% of the segments as part of the QC review.

Additionally, PEI's PMS quality control plan encompasses several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. In brief, our QA/QC procedures for PMS work include these elements:

Trained and certified staff:

PEI's field technicians undergo strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. In addition, our data technicians are trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. PEI's inspectors are certified by the Metropolitan Transportation Commission (MTC) and attending annual MTC training classes. We strive for a ± 5 PCI point repeatability.

Equipment verification:

Prior to beginning any pavement assessment, PEI inspects, verifies and, if necessary, calibrates its measuring equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.

Data checks:

PEI's PMS crew typically perform a series of data checks in the field after collecting and processing the data according to strict procedures. The PMS project manager reviews the data for accuracy and completeness before a PMS data technician compiles the final database according the agency's locations and mapping system. He also works with the data technician to recheck segment lengths and looks for any missing segments or data elements. This includes a verification of the Functional Classification of each segment to ensure that it complies with Caltrans Specifications. PEI's data technician then reviews the entire database for formatting, missing information and errors. All these checks ensure agencies receive thorough and accurate reports.

Control, verification and random site testing:

PEI's Project Manager reviews a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. We then compare these reference values to the initial PCI generated by StreetSaver® software. If there are discrepancies, we will rerate the road. Once this QA/QC is finished, any variations to what the field crew found are updated in the database.

Year 3 – 26/27 PMS Update:

Year 3 Scope: Evaluation and Update of Rotation C and Yearly Streets

Task 0	Project Management
Task 1	Preliminary Investigations
Task 2	Pavement Inspection
Task 3	PMS Update
Task 4	Maintenance and Capital Improvement Plan (CIP)
Task 5	PMS Report & Project Closeout
Task 6	Quality Management

Task 0 Project Management

PEI will undertake the following as part of Year 3, Task 0:

Pavement Engineering Inc. (PEI) will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, we will review past maintenance and rehabilitation strategies and check the City's maps and database to confirm streets, pavement areas, street limits and boundaries. We will also review with staff quality control measures that are described in more detail in Task 6. Reviewing these issues and items prior to beginning work will help the City develop future maintenance plans and budget scenarios that accurately reflect the City's objectives.

Based on this discussion, PEI will develop a firm schedule to track progress of the project and also will establish the format of deliverables that will be most useful to the City.

Throughout the project, PEI will meet with City staff as required to coordinate and review specific project progress, schedules, and budgets to ensure the work performed meets the City's expectations and performance goals.

Task 1 Preliminary Investigations

PEI will undertake the following as part of Task 1:

Because of our prior experience working with the City, PEI is thoroughly familiar with the streets, neighborhoods, soil types, pavement structures and maintenance. This familiarization drastically cuts down on preliminary and preparatory work, which allows the City to assign monetary resources to actual pavement preservation.

At our first meeting with City staff, PEI's project manager will arrange to retrieve any new PMS data, GIS files and drawings. We will review past data, assess recent information and determine the information that is important to the project. PEI's project manager will then work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.

Task 2 Pavement Inspection

PEI will undertake the following as part of Task 2:

PEI's certified staff will manually inspect the City's streets (Collectors and Residentials) and alleys in Area C, as well as 100% of the City's Arterial for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressions and weathering. Information gleaned from manual inspections is considered more reliable and accurate than automated, drive by, or windshield surveys.

PEI will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM D6433 and supported by PEI's quality assurance standards, which are designed to ensure accuracy and consistency. PEI's inspectors are certified by for quality and consistency with a demonstrated accuracy rate of ± 5 PCI points. Industry standards accepts ± 10 PCI points.

As part of the field review, PEI will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width. Precise measurements are key to accurate cost projections, which are calculated based on pavement area.

PEI will sample locations on random test sites of ± 2,500 sf. PEI will annotate the sample location on our rating sheet using footage from the beginning of each road segment. Recording locations of inspected sample areas provides the necessary information to relocate the measured area for verification. This method produces reliable, reproducible data for current and future use.

As part of this work, PEI will perform a Quality Control review. The QC review compares the latest PCIs of newly rated street segments to prior PCIs from the last PMS update. Any segment found to have deteriorated more than 3 PCI points per year, since the last visual evaluation (12 points for Rotation C, and 3 points for Arterials), or have increased more than 1 PCI point, without a documented M&R treatment, will then reviewed by The Project Manager.

To ensure safety during the visual evaluation, PEI will provide its inspectors with reflective safety vests and will provide traffic control using flashing beacons and vehicle-mounted magnetic signs warning of frequent stops.

Task 3 PMS Update

PEI will undertake the following as part of Task 3 following completion of Task 2:

PEI will input the data collected during the visual evaluations in the City's StreetSaver® database using MTC's Mobile Rater. This speeds project completion and increases accuracy. This will provide updated PCI's for each of the segments inspected.

PEI will utilize StreetSaver® to develop "family curves" for each road or functional classification. PEI will verify, to the extent possible, and input the last Maintenance and Rehabilitation (M&R) treatment and Date for each segment. Also, we will update the City's StreetSaver® database with ADT data, provided by the City, for the Arterial and Collector Streets,

As part of the update, PEI will review the City's current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.

Task 4 Maintenance and Capital Improvement Plan (CIP)

PEI will undertake the following as part of Task 4:

PEI will identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments for the inspected streets according to a critical-point management approach. The critical-point approach incorporates pavements from all parts of the deterioration curve, not just the best nor just the worst. This approach optimizes every budget dollar by seeking to apply the right treatment at the right time. Not too soon and not too late. PEI will work with City staff to develop decision matrices and breakpoints and to develop treatments and costs for maintenance and rehabilitation projects.

PEI will help City staff determine the best maintenance that will maintain the City's overall PCI at a level set by the City. The analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. PEI will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.

Task 5 PMS Report & Project Closeout

PEI will undertake the following as Task 5:

PEI will prepare one copy of the PMS report in an indexed binder for the City's review. After the review, we will prepare an updated final report containing all relevant information in a PDF format on a computer disk. Both the print and the electronic report will contain the following information:

- Executive summary
- Budget needs scenarios
- Network replacement costs
- Proposed future budget levels
- Budget scenarios including
  - a scenario to maintain roadways at the existing PCI;
  - a scenario to increase the current PCI by 5 points; and
  - a scenario to show the potential PCI for roadways over five to ten years using current funding levels or a specified time range determined by the City
- A section description report for all street segments, sorted by Neighborhood
- Street sections selected for recommended treatments during the specified years with estimated costs
- Maps and exhibits.
- GIS Shapefile and Spreadsheet Export

As an option, PEI can provide a presentation for the City Council that summarizes the report and provides guidance on pavement principles and practices.

Project Closeout

PEI never leaves loose ends. As previously stated, we will work with City staff through every step of a project and will deliver all the items outlined by the City in the initial kick-off and planning meeting, including but not limited to project files, final report(s) and drawings. As with all our work, we warrant what we do and will work with clients to achieve a satisfactory closeout.

Task 6 Quality Management

PEI will provide the following quality assurances in Task 6 as part of the overall scope of work:

A quality pavement management system is only as good to its user as the data that is input. Maintaining and improving the quality of a PMS is crucial to the success of the creation or update to a Pavement Management system. At PEI we strive for accuracy and precision, so our Quality Control Plan compares the latest PCI's of newly rated street segments to prior PCI's from the last PMS update. Street segments with PCI's that have increased in PCI, without any maintenance and rehabilitation, and street segments with

PCI's that have dropped more than 3 PCI points per year, since their last rating, will be identified and reviewed in the field by an engineer or senior engineering technician. At PEI, we strive for a +/- 5 PCI points when comparing initial ratings versus QC ratings. We will review a minimum of 10% of the segments as part of the QC review.

Additionally, PEI's PMS quality control plan encompasses several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. In brief, our QA/QC procedures for PMS work include these elements:

Trained and certified staff:

PEI's field technicians undergo strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. In addition, our data technicians are trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. PEI's inspectors are certified by the Metropolitan Transportation Commission (MTC) and attending annual MTC training classes. We strive for a ± 5 PCI point repeatability.

Equipment verification:

Prior to beginning any pavement assessment, PEI inspects, verifies and, if necessary, calibrates its measuring equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.

Data checks:

PEI's PMS crew typically perform a series of data checks in the field after collecting and processing the data according to strict procedures. The PMS project manager reviews the data for accuracy and completeness before a PMS data technician compiles the final database according the agency's locations and mapping system. He also works with the data technician to recheck segment lengths and looks for any missing segments or data elements. This includes a verification of the Functional Classification of each segment to ensure that it complies with Caltrans Specifications. PEI's data technician then reviews the entire database for formatting, missing information and errors. All these checks ensure agencies receive thorough and accurate reports.

Control, verification and random site testing:

PEI's Project Manager reviews a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. We then compare these reference values to the initial PCI generated by StreetSaver® software. If there are discrepancies, we will rerate the road. Once this QA/QC is finished, any variations to what the field crew found are updated in the database.

Year 4 – 27/28 PMS Update:

Year 4 Scope: Evaluation and Update of Rotation A, Parking Lots, and Yearly Streets

- Task 4.0 Project Management
- Task 4.1 Preliminary Investigations
- Task 4.2 Pavement Inspection
- Task 4.3 PMS Update
- Task 4.4 Maintenance and Capital Improvement Plan (CIP)
- Task 4.5 PMS Report
- Task 4.6 Quality Management

Task 0 Project Management

PEI will undertake the following as part of Year 4, Task 0:

Pavement Engineering Inc. (PEI) will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, we will review past maintenance and rehabilitation strategies and check the City's maps and database to confirm streets, pavement areas, street limits and boundaries. We will also review with staff quality control measures that are described in more detail in Task 6. Reviewing these issues and items prior to beginning work will help the City develop future maintenance plans and budget scenarios that accurately reflect the City's objectives.

Based on this discussion, PEI will develop a firm schedule to track progress of the project and also will establish the format of deliverables that will be most useful to the City.

Throughout the project, PEI will meet with City staff as required to coordinate and review specific project progress, schedules, and budgets to ensure the work performed meets the City's expectations and performance goals.

Task 1 Preliminary Investigations

PEI will undertake the following as part of Task 1:

Because of our prior experience working with the City, PEI is thoroughly familiar with the streets, neighborhoods, soil types, pavement structures and maintenance. This familiarization drastically cuts down on preliminary and preparatory work, which allows the City to assign monetary resources to actual pavement preservation.

At our first meeting with City staff, PEI's project manager will arrange to retrieve any new PMS data, GIS files and drawings. We will review past data, assess recent information and determine the information that is important to the project. PEI's project manager will then work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.

Task 2 Pavement Inspection

PEI will undertake the following as part of Task 2:

PEI's certified staff will manually inspect the City's streets (Collectors and Residentials) and alleys in Area C, as well as 100% of the City's Arterial for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressions and weathering. Information gleaned from manual inspections is considered more reliable and accurate than automated, drive by, or windshield surveys.

PEI will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM D6433 and supported by PEI's quality assurance standards, which are designed to ensure accuracy and consistency. PEI's inspectors are certified by for quality and consistency with a demonstrated accuracy rate of ± 5 PCI points. Industry standards accepts ± 10 PCI points.

As part of the field review, PEI will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width. Precise measurements are key to accurate cost projections, which are calculated based on pavement area.

PEI will sample locations on random test sites of ± 2,500 sf. PEI will annotate the sample location on our rating sheet using footage from the beginning of each road segment. Recording locations of inspected sample areas provides the necessary information to relocate the measured area for verification. This method produces reliable, reproducible data for current and future use.

As part of this work, PEI will perform a Quality Control review. The QC review compares the latest PCIs of newly rated street segments to prior PCIs from the last PMS update. Any segment found to have deteriorated more than 3 PCI points per year, since the last visual evaluation (12 points for Rotation C, and 3 points for Arterials), or have increased more than 1 PCI point, without a documented M&R treatment, will then reviewed by The Project Manager.

To ensure safety during the visual evaluation, PEI will provide its inspectors with reflective safety vests and will provide traffic control using flashing beacons and vehicle-mounted magnetic signs warning of frequent stops.

Task 3 PMS Update

PEI will undertake the following as part of Task 3 following completion of Task 2:

PEI will input the data collected during the visual evaluations in the City's StreetSaver® database using MTC's Mobile Rater. This speeds project completion and increases accuracy. This will provide updated PCI's for each of the segments inspected.

PEI will utilize StreetSaver® to develop "family curves" for each road or functional classification. PEI will verify, to the extent possible, and input the last Maintenance and Rehabilitation (M&R) treatment and Date for each segment. Also, we will update the City's StreetSaver® database with ADT data, provided by the City, for the Arterial and Collector Streets,

As part of the update, PEI will review the City's current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.

Task 4 Maintenance and Capital Improvement Plan (CIP)

PEI will undertake the following as part of Task 4:

PEI will identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments for the inspected streets according to a critical-point management approach. The critical-point approach incorporates pavements from all parts of the deterioration curve, not just the best nor just the worst. This approach optimizes every budget dollar by seeking to apply the right treatment at the right time. Not too soon and not too late. PEI will work with City staff to develop decision matrices and breakpoints and to develop treatments and costs for maintenance and rehabilitation projects.

PEI will help City staff determine the best maintenance that will maintain the City's overall PCI at a level set by the City. The analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. PEI will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.

Task 5 PMS Report & Project Closeout

PEI will undertake the following as Task 5:

PEI will prepare one copy of the PMS report in an indexed binder for the City's review. After the review, we will prepare an updated final report containing all relevant information in a PDF format on a computer disk. Both the print and the electronic report will contain the following information:

- Executive summary
- Budget needs scenarios
- Network replacement costs
- Proposed future budget levels
- Budget scenarios including
  - a scenario to maintain roadways at the existing PCI;
  - a scenario to increase the current PCI by 5 points; and
  - a scenario to show the potential PCI for roadways over five to ten years using current funding levels or a specified time range determined by the City
- A section description report for all street segments, sorted by Neighborhood
- Street sections selected for recommended treatments during the specified years with estimated costs
- Maps, exhibits, GIS Shapefile, and Spreadsheet Export

As an option, PEI can provide a presentation for the City Council that summarizes the report and provides guidance on pavement principles and practices.

Project Closeout

PEI never leaves loose ends. As previously stated, we will work with City staff through every step of a project and will deliver all the items outlined by the City in the initial kick-off and planning meeting, including but not limited to project files, final report(s) and drawings. As with all our work, we warrant what we do and will work with clients to achieve a satisfactory closeout.

Task 6 Quality Management

PEI will provide the following quality assurances in Task 6 as part of the overall scope of work:

A quality pavement management system is only as good to its user as the data that is input. Maintaining and improving the quality of a PMS is crucial to the success of the creation or update to a Pavement Management system. At PEI we strive for accuracy and precision, so our Quality Control Plan compares the latest PCI's of newly rated street segments to prior PCI's from the last PMS update. Street segments with PCI's that have increased in PCI, without any maintenance and rehabilitation, and street segments with PCI's that have dropped more than 3 PCI points per year, since their last rating, will be identified and reviewed in the field by an engineer or senior engineering technician. At PEI, we strive for a +/- 5 PCI points when comparing initial ratings versus QC ratings. We will review a minimum of 10% of the segments as part of the QC review.

Additionally, PEI's PMS quality control plan encompasses several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. In brief, our QA/QC procedures for PMS work include these elements:

Trained and certified staff:

PEI's field technicians undergo strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. In addition, our data technicians are trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. PEI's inspectors are certified by the Metropolitan Transportation Commission (MTC) and attending annual MTC training classes. We strive for a ± 5 PCI point repeatability.

Equipment verification:

Prior to beginning any pavement assessment, PEI inspects, verifies and, if necessary, calibrates its measuring equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.

Data checks:

PEI's PMS crew typically perform a series of data checks in the field after collecting and processing the data according to strict procedures. The PMS project manager reviews the data for accuracy and completeness before a PMS data technician compiles the final database according the agency's locations and mapping system. He also works with the data technician to recheck segment lengths and looks for any missing segments or data elements. This includes a verification of the Functional Classification of each segment to ensure that it complies with Caltrans Specifications. PEI's data technician then reviews the entire database for formatting, missing information and errors. All these checks ensure agencies receive thorough and accurate reports.

Control, verification and random site testing:

PEI's Project Manager reviews a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. We then compare these reference values to the initial PCI generated by StreetSaver® software. If there are discrepancies, we will rerate the road. Once this QA/QC is finished, any variations to what the field crew found are updated in the database.

DATA QUALITY MANAGEMENT PLAN

Pavement Engineering's Data Quality Management Plan consists of two parts. Part One is the PMS Quality Control Plan, and Part Two is our Approach to Resource Management and Quality Results.

Pavement Engineering's inspectors are certified for quality and consistency and attend annual training provided by the Metropolitan Transportation Commission (MTC) to keep abreast of changes and hone skills. That training demonstrates an accuracy rate for PEI's inspectors of ± 5 PCI points. Industry standards accept ± 10 PCI points.

Inspection data will be recorded using a tablet with MTC's Mobile Rater software. This speeds up project completion and increases accuracy. After the data is entered and PCI is calculated, a data snapshot of the current PCI will be printed and supplied to the client. The inspection information will be available to the City Staff at any time during the project period, and a Print out and Electronic copy of each inspection location, will be delivered with the Final Report. PEI will calculate a Pavement Condition Index (PCI) for each street segment using StreetSaver® criteria and supported by PEI's quality assurance standards, which are designed to ensure accuracy and consistency.

During the field review, PEI will use a vehicle-mounted digital measuring device to measure the length of each street segment and a hand-held wheel to measure the width. Precise measurements are key to accurate cost projections, which are calculated based on pavement area.

PEI will sample locations on random test sites of ± 2,500 sf and will annotate the sample location on our rating sheet using footage from the beginning of each road segment. Recording locations of inspected sample areas provides the necessary information to relocate the measured area for verification. This method produces reliable, reproducible data for current and future use.

PART 1: PMS QUALITY CONTROL PLAN

A quality pavement management system is only as good to its user as the data that is input. Maintaining and improving the quality of a PMS is crucial to the success of the creation or update to a Pavement Management system. At PEI we strive for accuracy and precision, so our Quality Control Plan compares the latest PCI's of newly rated street segments to prior PCI's from the last PMS update. Street segments with PCI's that have increased in PCI, without any maintenance and rehabilitation, and street segments with PCI's that have dropped more than, the standard deterioration of 3 PCI points per year, since their last rating, will be identified and reviewed in the field by an engineer or senior engineering technician. Additionally, as a method of ensuring accuracy and precision, a random 10% of the segments will be re-rated by the field raters, and a random 5% will be re-rated by a supervisor or a senior engineer technician.

At PEI, we strive for a +/- 5 PCI points when comparing initial ratings versus QC ratings. Any segment that exhibits a PCI difference outside of the +/- 5 PCI points, will be re-rated by an engineer or a senior engineering technician. We will review a minimum of 15% of the segments as part of the QC review.

Additionally, PEI's PMS quality control plan encompasses several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. In brief, our QA/QC procedures for PMS work include these elements:

Trained and certified staff:

PEI's field technicians undergo strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. In addition, our data technicians are trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. PEI's inspectors are certified by the Metropolitan Transportation Commission (MTC) and attending annual MTC training classes. We strive for a ± 5 PCI point repeatability.

Equipment verification:

Prior to beginning any pavement assessment, PEI inspects, verifies and, if necessary, calibrates its measuring equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.

Data checks:

PEI's PMS crew typically perform a series of data checks in the field after collecting and processing the data according to strict procedures. The PMS project manager reviews the data for accuracy and completeness before a PMS data technician specialist compiles the final database according the agency's locations and mapping system. He also works with the data specialist to recheck segment lengths and looks for any missing segments or data elements. PEI's data specialist then reviews the entire database for formatting, missing information and errors. All these checks ensure agencies receive thorough and accurate reports.

Control, verification and random site testing:

PEI's registered engineer reviews a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. We then compare these reference values to the initial PCI generated by StreetSaver® software. If there are discrepancies, we will rerate the road. Once this QA/QC is finished, any variations to what the field crew found are updated in the database.

PART 2: APPROACH TO RESOURCE MANAGEMENT AND QUALITY RESULTS

At PEI, we are able to manage resources and maintain quality results by performing work within our company. This allows for constant awareness and focus on the client's needs. Our daily communication and peer review ensures accuracy is maintained throughout the life of a project. Once work is assigned, project managers assess project staffing needs in order to successfully complete the project. Once project milestones are set and tasks are assigned, our employees are required to provide frequent updates to the project manager.

For over two decades Pavement Engineering Inc. has assisted dozens of agencies with their pavement management systems and needs. Our approach has been developed and refined based on our experience with our clients and their needs. While every client is different and needs to be treated as such, there are several areas where pavement management crosses over and are similar. These include the need for accurate data, the concern for the budget, and working with the client to help them understand the tool that they have and how to use it.

Accuracy of Data:

Accuracy is key to a PMP and the adage of "garbage in equal's garbage out" was never truer. As a company, we have developed a culture where we hate to be wrong in anything we do. If we see something that looks off or does not make sense, we will invest the time and resources to make sure to confirm the numbers so our clients have the assurance that what they are getting is right regardless of our budget. It is more important to us to be right than to make money.

For a PMP, important decisions are made with based on the data. Millions of dollars ride on the accuracy of the data. Thus, we have implemented strict internal standards that check and recheck the numbers to make sure they make sense. Our quality control exceeds the minimums set by MTC.

Budget Constraints:

Over the years, we have felt the pain of our clients as we have helped them struggle to balance their pavement maintenance and rehabilitation needs with the reality of their budgets. Our background in materials and pavement design help us to assist our clients with innovative strategies that close the budget shortfalls they are faced with each year. Our extensive understanding of pavement management, design, materials and inspection allow us to bring a well-rounded pavement management approach to our clients.

In addition, our project approach is streamlined so we keep our fees on budget. From the kick-off meeting to decision trees, scenario development to final report, our staff works closely with the client to step at critical times to keep the project moving through to completion.

Training and Assistance:

We have learned that our clients are busy with many things and pavement and pavement management is just one part of their responsibilities. As a result, they often do not have the time to invest in learning StreetSaver. Yet they need information and reports to help them. Our developed approach to this dilemma is to be there for our clients and customize the provided training and assistance to meet their needs. If a client wants to learn the program, we will work with them to understand any and all parts of the program. Although, we have discovered that it often times boils down to, teach me how to generate and print out these certain reports or get my hands on this information. Other clients rely on PEI to generate the needed report. For this group, we are responding to on-call requests as part of our on-going technical support. They learn that we are there for them and strive to quickly respond.

PEI strives to develop a close trusted relationship with our clients that helps them feel comfortable calling us with any of their pavement management needs. Many times our clients have commented that they feel like they are PEI's only client.

Pavement Engineering Inc.

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.7

DATE: June 4, 2024

TO: City Council

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

SUBJECT: Second Amendment to A-8135 with Conico Toro, Inc. dba MacValley Oil Company for Purchase and Delivery of Bulk Lubricants and Antifreeze.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Second Amendment with Conico Toro, Inc. dba Mac Valley Oil Company increasing the contract amount by $50,000 for a total contract amount of $906,100.

(This item did not originate in Committee since this is a continuation of a previous item approved by the City Council.)

BACKGROUND

The City Public Works Divisions maintain an array of machinery, vehicles and equipment onsite at Fleet Services, Wastewater, and Environmental Resources. City Divisions have utilized a vendor for the delivery of oil, greases (lubricants), and antifreeze for more than 23 years. Conico Toro, Inc. dba Mac Valley Oil Company has been the contracted vendor, contract A-8135, since July 2019. Lubricants and antifreeze are delivered to the following City locations:

1. Environmental Resources, 111 S. Del Norte Boulevard
2. Fleet Services Shops, 1060 Pacific Ave and 111 S. Del Norte Boulevard
3. Wastewater Treatment Plant, 6001 Perkins Road

DISCUSSION

On May 21, 2019, City Council approved Agreement A-8135 with Conico Toro, Inc. dba Mac Valley Oil Company, for lubricants and antifreeze for $356,100 through June 30, 2022. Subsequently, the City Council approved the first amendment on May 18, 2021, increasing the contract value by $500,000 to $856,100 and extending the term to June 30, 2024.

Due to the addition of 27 Amrep and Heil refuse collection vehicles in 2022 the amount of bio hydraulic fluid used has increased. Additionally, there has been an increase in the cost of petroleum-based oil and greases. As such, additional capacity on the contract is needed to keep certain pieces of the City's fleet operational. Staff is requesting to increase the contract amount by $50,000 for a new total value of $906,100 through June 30, 2024.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The additional funds for the Second Amendment to A-8135 for $50,000 will be funded from available FY2023-24 budget appropriations from the Fleet Services Fund through June 30, 2024.

For Finance Use Only: Fleet Services Fund (Org. 7413750 Obj. 55040)

COMMITTEE OUTCOME

This item did not originate in Committee since this is a continuation of a previous item approved by the City Council.

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

ATTACHMENTS

1. A-8135 2nd Amendment
2. A-8135 Original
3. A-8135 1st Amendment

SECOND AMENDMENT TO TRADE SERVICE AGREEMENT

This Second Amendment ("Second Amendment") to the Trade Service Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2024, by and between the City of Oxnard, a municipal corporation ("City"), and Conico Toro, Inc. ("Vendor"). This Second Amendment amends the Agreement entered into on July 1, 2019, by City and Vendor. The Agreement previously has been amended on May 18, 2021, by a First Amendment.

City and Vendor agree as follows:

1. The amount in Section 6 of the Cover Page of the Agreement is hereby amended to "$906,100."

2. 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

CONICO TORO, INC.

Peter Hong, President Date

Chris Do, Controller [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 FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: July 1, 2019

(2) Vendor: Conico Toro, Inc.

(3) Services: Lubricants and Antifreeze Delivery Services for Various City Sites

(4) Schedule of Services: See Schedule and Scope of Services Exhibit, which is attached hereto and incorporated herein.

(5) Agreement Ending Date: June 30, 2022

(6) Total Agreement Amount: $356,100

(7) City's Project Manager: Bill Birch

(8) Vendor's Project Manager: Chris Do

(9) Insurance Coverage: INS-I

(10) What wages are required for this Project?

- ☒ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required incorporated and are not; but Section 20(e) and the Prevailing Wage Exhibit are not required.
- ☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
- ☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
- ☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are <u>not</u> incorporated and are <u>not</u> required.

(11) Addresses for Notice:

FOR VENDOR:

100 North Del Norte Boulevard
Oxnard, CA 93030
Attn: Chris Do, Controller

FOR CITY:

1060 Pacific Avenue
Oxnard, CA 93030
Attn: Bill Birch, Fleet Services Manager

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

Chris.do@conicoinc.com

CITY'S PROJECT MANAGER:

bill.birch@oxnard.org

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

- ☒ Schedule and Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Living Wage Policy Exhibit
- ☒ Insurance Exhibit (INS-I)

COUNCIL APPROVED
5/21/2019 L-11
DATE

AGREEMENT FOR TRADE SERVICES

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

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

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

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

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

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

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

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the

current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

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

15. Hold Harmless, Defense and Indemnity.

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

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

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

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

17. Documents and Materials.

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

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both

situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

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

18. Confidentiality of Information.

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

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

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

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or

equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

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

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

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

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

a. If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $15.67 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2019, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1967 = 100,

comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

Tim Flynn 5/21/19

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

ATTEST:

5/21/19

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

APPROVED AS TO FORM:

5/8/19

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

CONICO TORO, INC.

Peter Hong, President Date

Chris Do, Controller Date

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

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

CITY OF OXNARD

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

ATTEST:

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

APPROVED AS TO FORM:

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

CONICO TORO, INC.

Peter Hong, President 4/30/19 Date

Chris Do, Controller 4/30/19 Date

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

SCHEDULE AND SCOPE OF SERVICES EXHIBIT

Vendor shall provide bulk lubricant delivery services for all referenced lubricant types and antifreeze for the City's current and future tanks. The City shall not be penalized for purchasing more or less than the estimated quantities listed. Fluids shall be ordered and delivered, if delivery is not regularly scheduled, on an "as-needed" basis by means of a phone call to Vendor. Maximum response time for such delivery shall be 24 hours (not three 8-hour business days) or the next business day. The City reserves the right ot add or delete delivery sites and lubricant types as needed during the course of the Agreement. Please contact City staff regarding City-observed holidays when facilities are closed.:

New Year's Day
Dr. Martin Luther King Day
Presidents Day
Caesar Chavez Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

Deliveries shall be made by owned or Agreement motor carriers. Carriage vehicles shall be fully equipped. It is the responsibility of the Vendor to supply pumps, hoses, or whatever is needed to appropriately pump the lubricants and antifreeze being delivered. Hoses and all coupler fittings shall be tight when in use. Product that leaks from hoses or coupler connections shall be cleaned up and removed by Vendor, including product in spill containers.

Estimated Quantities: The annual volumes indicated below are estimates only. The City shall not be penalized for purchasing more or less than the projected volume listed. The City reserves the right to add or delete delivery sites and products as needed during the course of the Agreement.

1) Environmental Resources, 111 Del Norte Blvd., Oxnard, CA 93030:

Fluid	Estimated Volume Every Three Months	Equipment
1000 THF Hydraulic Fluid	100 gallons	Various
15W40 Engine Oil	100 gallons	Various
Red Eye Grease (**brand specific**)	¼ drum	Yellow and Green Iron Machinery
Red Antifreeze 100%	10 gallons in 1-gallon containers	Yellow Iron
Green Antifreeze 100%	10 gallons in 1-gallon containers	Forklifts
Chevron 220 Gear Oil (**brand specific**)	One (1) 5-gallon bucket (estimated annual usage)	MRF (Materials Recovery Facility) Processing Machinery Gear Motors

2) Fleet Services mechanic shops at Corporate Yard (Bays 6, 8, 15, 18) 1060 Pacific Avenue and Environmental Resources Shop (111 Del Norte Blvd.), Oxnard, CA 93030:

Fluid	Type	Unit of Measure	Estimated Annual Volume
76 Firebird AW Hyd 32	Hydraulic fluid	Bulk gallons	1,300 gallons
Mobil EAL 224H Hyd Oil	Hydraulic fluid	55 gal. drum	7 drums or 385 gallons

76 Super ATF D/M	Transmission fluid	Bulk gallons	30 gallons
Mobil Delvac Synthetic ATF	Transmission fluid **(must be Allison approved)**	55 gal. drum	5 drums or 275 gals.
Mobil Delvac Synthetic Transmission 50 (110 lb. kegs)	Transmission fluid	110 lb. keg	2 kegs or 220 lbs.
76 Firebird 5W20 SN	Engine oil (gasoline)	Bulk gallons	500 gallons
76 Firebird 5W30 SN GFS	Engine oil (gasoline)	Bulk gallons	250 gallons
76 Firebird HD 15W40 CJ-4/SL	Engine oil (diesel)	Bulk gallons	2,000 gallons
Mobilube HD 85W140 EP-5	Differential oil	120 lb. kegs	1 keg or 120 lbs.
76 Multiplex Red 2 (grease in 35 lb. pails)	Grease	35 lb. pails	1 pail or 35 lbs.
76 Multiplex Red 2 NLGI 2 (grease in 120 lb. kegs)	Grease	120 lb. kegs	1 keg or 120 lbs.
76 Multiplex Red 2 (grease in 400 lb. drums)	Grease	400 lb. drums	3 drums or 1,200 lbs.

3) River Ridge Golf Course, 2501 North Ventura Road, Oxnard, CA 93036:

Fluid	Unit of Measure	Estimated Annual Volume	Container Capacity
Hydraulic Fluid – 1000 THF	Gallons	260 gallons	55 gallon drum*
Oil – 15W40, API, CJ-4	Gallons	260 gallons	120 gallon container*
100% Antifreeze – MSDS 210, Conventional Green Formula	Gallons	60 gallons	55 gallon drum*

***Container to be provided by Vendor.**

4) Wastewater Treatment Plant, 6001 Perkins Road, Oxnard, CA 93033:

Fluid	Estimated Annual Volume	Equipment
Oil – Pegasus 805*	3,000 gallons	Engineators
Oil – 410 NC*	110 gallons	EMD Generators
Oil – Delvac 1 ESP*	110 gallons	Vehicles
Oil – Delvac 1300 Super*	165 gallons	Vehicles
Oil – DTE 25*	550 gallons	Various Equipment
Oil – BB*	110 gallons	Angle Drives
Oil – Rarus 427*	55 gallons	Air Compressors
Oil – DTE Extra Heavy*	55 gallons	Gear Reducers
Oil – Gear Oil 634*	10 gallons	Gear Reducers/Hypoid Gears
Oil – DTE Light*	55 gallons	Bearing Boxes

***Mobil brand oils or equal to.**

Delivery Locations:

a) Environmental Resources: **111 Del Norte Blvd., Oxnard, CA 93030**
b) Fleet Services Corporate Yard and Environmental Resources Shop: **(Bays 6, 8, 15, 18) 1060 Pacific Avenue and Environmental Resources Shop (111 Del Norte Blvd.), Oxnard, CA 93030**
c) Ridge Golf Course: **2501 North Ventura Road, Oxnard, CA 93036**
d) Wastewater Treatment Plant: **6001 Perkins Road, Oxnard, CA 93033**

Delivery Requirements:

a) Vendor shall visit the Fleet Services Corporate Yard every other week to ascertain lubricant needs and schedule lubricant delivery in order to maintain tanks at least half full at all times.
b) Delivery slips for Corporate Yard deliveries shall specify bay numbers and corresponding fluids delivered.
c) With City sites other than the Corporate Yard, lubricants and antifreeze shall be ordered and delivered on an "as-needed" basis by means of a phone call or e-mail to the Vendor. Maximum response time for such delivery shall be 24 hours (not three 8-hour business days) or the next business day. Please contact City staff regarding City-observed holidays when facilities are closed.
d) Fluids shall be delivered in bulk (no drums) unless otherwise stated.
e) Vendor shall top off tanks when delivering fluids, regardless of quantity ordered.
f) All fluids require branded products or equal to.
g) Red Eye grease and Chevron 220 gear oil (or equal to) shall be delivered to Environmental Services.
h) Synthetic transmission fluid for Fleet Services shops shall be Allison-approved.
i) Mobil brand oils (or equal to) shall be delivered to the Wastewater Treatment Plant.

Billing:

a) Payment shall be made for quantities actually delivered and accepted, whether greater or less than ordered.
b) Vendor shall leave signed delivery slips with City staff or, in the absence of City staff, at an agreed-upon location.
c) Invoices shall detail the date, time, location of delivery, type of fluid, number of lbs./gallons/drums delivered, unit price and all taxes, fees and surcharges. For Corporate Yard deliveries, please add bay number(s) and corresponding fluid type(s) delivered.

Environmental Resources billing contact:

a) Invoices for lubricants delivered to Environmental Resources shall be sent electronically. The invoice shall be an attachment to e-mail in a format recognizable by the City's computer system, e.g., PDF. In order for timely invoice payment, invoice shall be received by Environmental Resources no later than five (5) business days after delivery.
b) Billing address and contact: James Torrez, phone (805) 200-2215, email james.torrez@oxnard.org City of Oxnard, Environmental Resources Division, 111 Del Norte Boulevard, Oxnard, CA 93030.

Fleet Services Shops' billing contact:

a) Invoices for lubricants delivered to Fleet Services shops (Corporate Yard and Environmental Resources Shop locations) shall be sent electronically. The invoice shall be an attachment to e-mail in a format recognizable by the City's computer system, e.g., PDF. In order for timely invoice payment, invoice shall be received by the Fleet Services Division no later than five (5) business days after delivery.
b) Billing address and contact: Bill Birch, phone (805) 385-8080, email bill.birch@oxnard.org City of Oxnard, Fleet Services Division, 1060 Pacific Avenue, Bldg. 2, Oxnard, CA 93030.

River Ridge Golf Course billing contact:

a) Invoices for lubricants delivered to the River Ridge Golf Course shall be sent to Parks and Facilities Manager.
b) Billing address and contact: Art Gutierrez, phone (805) 385-7951, email art.gutierrez@oxnard.org, River Ridge Golf Course, 2401 West Vineyard Road, Oxnard, CA 93036.

Wastewater Treatment Plant billing contact:

a) Invoices for lubricants delivered to the Wastewater Treatment Plant shall be sent to Wastewater Maintenance Supervisor.
Billing address and contact: Jeff Palacio, phone (805) 271-2208, email jeff.palacio@oxnard.org, City of Oxnard, Wastewater Section, 6001 Perkins Road, Oxnard, CA 93033.

RATES AND COSTS EXHIBIT

Environmental Resources

Item	Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
1000 THF Hydraulic Fluid	TOTAL Dynatrans MP	Gallon	$7.47
15W40 Engine Oil	TOTAL Rubia Optima 1100 15w40	Gallon	$7.98
Red Eye Grease **(brand specific)**	LSC Red-I Grease #2	¼ drum	$333.60
Red Antifreeze 100%	TOTAL Coolef HDLL	10 gallons in 1-gallon containers	$122.20
Green Antifreeze 100%	TOTAL Coolelf GLS	10 gallons in 1-gallon containers	$97.20
Chevron 220 Gear Oil **(brand specific)**	Chevron Meropa 220	One (1) 5-gallon bucket (estimated annual usage)	$93.10

Fleet Services mechanic shops at (Corporate Yard and Environmental Resources)

Item	Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
76 Firebird AW Hyd 32	TOTAL Azolla Zs 32	Gallon	$5.38
Mobil EAL 224H Hyd Oil	TOTAL Biohydran AW 32	55 gal. drum	$833.80
76 Super ATF D/M	TOTAL Fluid H 3 NA	Gallon	$7.48
Mobil Delvac Synthetic ATF	Mobil Delvac Syn AFT 1	55 gal. drum	$2,247.30
Mobil Delvac Synthetic Transmission 50 (110 lb. kegs)	TOTAL Transmission Syn SAE 50	lb	$5.75
76 Firebird 5W20 SN	TOTAL Quartz 7000 Future XT 5w20	Gallon	$6.27
76 Firebird 5W30 SN GFS	TOTAL Quartz 7000 Future XT 5w30	Gallon	$6.27
76 Firebird HD 15W40 CJ-4/SL	TOTAL Rubia Optima 1100 15w40	Gallon	$7.98
Mobilube HD 85W140 EP-5	TOTAL Transmission MDL NA 84w140	lb	$1.90
76 Multiplex Red 2 (grease in 35 lb. pails)	TOTAL Multis Complex ET 2	35 lbs	$97.30
76 Multiplex Red 2 NLGI 2 (grease in 120 lb. kegs)	TOTAL Multis Complex ET 2	120 lbs	$307.20
76 Multiplex Red 2 (grease in 400 lb. drums)	TOTAL Multis Complex ET 2	400 lb drum	$1,028.00

River Ridge Golf Course

Item	Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
Hydraulic Fluid – 1000 THF	TOTAL Dynatrans MP	Gallon	$7.47
Oil – 15W40, API, CJ-4	TOTAL Rubia Optima 1100 15w40	Gallon	$7.98
100% Antifreeze – MSDS 210, Conventional Green Formula	TOTAL Coolelf GLS	Gallon	$9.61

***Container to be provided by Vendor.**

Wastewater Treatment Plant

Item	Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
Oil – Pegasus 805*	TOTAL Nateria MH 40	Gallon	$13.14
Oil – 410 NC*	TOTAL Rubia G9 SAE 40	Gallon	$11.69
Oil – Delvac 1 ESP*	TOTAL Rubia Optima 1500 5w40	Gallon	$17.40
Oil – Delvac 1300 Super*	TOTAL Rubia Optima 1100 15w40	Gallon	$7.98
Oil – DTE 25*	TOTAL Azolla ZS 46	Gallon	$5.38
Oil – BB*	TOTAL Cirkan RO 220	Gallon	$11.41
Oil – Rarus 427*	TOTAL Dacnis 100	Gallon	$11.34
Oil – DTE Extra Heavy*	TOTAL Cirkan RO 150	Gallon	$11.26
Oil – Gear Oil 634*	TOTAL Carter EP 460	Gallon	$14.05
Oil – DTE Light*	TOTAL Cirkan RO 32	Gallon	$11.07

***Mobil brand oils or equal to.**

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

   (a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

   (b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

   (c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

   (d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

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

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $15.67 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2018

42. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$15.67 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2019, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

e. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-I.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM DD YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone.

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone

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

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent Underwriter _____

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

Signature _____
(original signature required)

Telephone ( ) Date Signed _____

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 18th day of May, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Conico Toro, Inc. ("Vendor") This First Amendment amends the Agreement entered into on July 1, 2019, by City and Vendor.

City and Vendor agree as follows:

1. In Section 5 of the Cover Page of the Agreement, the date is hereby amended to state, "June 30, 2024."

2. In Section 6 of the Cover Page of the Agreement, the not to exceed amount is hereby amended to state, "$856,100."

3. The reference to "City's Project Manager" everywhere it is listed in the Agreement is hereby amended to state, "Joseph Rodriguez, Fleet Services Manager."

4. In Section 3 of the Agreement, "Compensation, the last sentence is hereby deleted and hereby amended to state, "The rates in the Rates and Costs Exhibit may be updated from time to time based solely on the single pass through price increases in which they are applicable and only with advance 30 day notice."

5. The billing contact name and email address, "Bill Birch, bill.birch@oxnard.org," referenced in the "Schedule and Scope of Services Exhibit" for Fleet Services Shops has been deleted and replaced with, "Joseph Rodriguez, joseph.rodriguez@oxnard.org."

6. The "Rates and Costs Exhibit," in the Agreement is hereby deleted and replaced with the "Rates and Costs Exhibit A-1," which is attached hereto and incorporated herein by this reference.

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

[Signatures on next page]

COUNCIL APPROVED
05/18/2021 LS
DATE

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

CITY OF OXNARD

5-18-21

☒ John C. Zaragoza, Mayor[1] Date
☒ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Buyer

CONICO TORO, INC.

4/14/21

Peter Hong, President Date

4/14/21

Chris Do, Controller Date

ATTEST:

R. Chaparro 5/18/21

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

APPROVED AS TO FORM:

4-8-21

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

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
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Buyer

ATTEST:

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

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) 4-8-21 Date

CONICO TORO, INC.

Peter Hong, President Date

Christ Do, Controller 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.

RATES AND COSTS EXHIBIT A-1

Item	Proposed Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
1000 THF Hydraulic Fluid	Total Dynatrans MP	Gallon	$8.27
15W40 Engine Oil	TOTAL Rubia Optima 1100 15w40	Gallon	$8.78
Red Eye Grease **(brand specific)**	LSC Red-I Grease #2	¼ drum	$345.60
Red Antifreeze 100%	TOTAL Coolelf HDLL	10 gallons in 1-gallon containers	$122.20
Green Antifreeze 100%	Total coolelf GLS	10 gallons in 1-gallon containers	$97.20
Chevron 220 Gear Oil **(brand specific)**	Chevron Meropa 220	One (1) 5-gallon bucket (estimated annual usage)	$96.60

Item	Proposed Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
76 Firebird AW Hyd 32	TOTAL Azolla ZS 32	Gallon	$6.18
Mobil EAL 224H Hyd Oil	TOTAL Biohydran AW 32	55 gal. drum	$877.80
76 Super ATF D/M	TOTAL Fluid H 3 NA	Gallon	$8.28
Mobil Delvac Synthetic ATF	BP Autran Syn 295	55 gal. drum	$2,291.30
Mobil Delvac Synthetic Transmission 50 (110 lb. kegs)	TOTAL Transmission Syn SAE 50	lb	$5.85
76 Firebird 5W20 SN	TOTAL Quartz 7000 Future XT 5w20	Gallon	$7.07
76 Firebird 5W30 SN GFS	TOTAL Quartz 7000 Future XT 5w20	Gallon	$7.07
76 Firebird HD 15W40 CJ-4/SL	TOTAL Rubia Optima 1100 15w40	Gallon	$8.78
Mobilube HD 85W140 EP-5	TOTAL Transmission MDL NA 84w140	lb	$2.00
76 Multiplex Red 2 (grease in 35 lb. pails)	TOTAL Multis Complex EP 2	35 lb. pails	$105.00
76 Multiplex Red 2 NLGI 2 (grease in 120 lb. kegs)	TOTAL Multis Complex EP 2	120 lb. kegs	$351.60
76 Multiplex Red 2 (grease in 400 lb. drums)	TOTAL Multis Complex EP 2	400 lb. drums	$1,172.00

Item	Proposed Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
Oil – Pegasus 805*	TOTAL Nateria MH 40	Gallon	$13.94
Oil – 410 NC*	TOTAL Rubia G9 SAE 40	Gallon	$12.49
Oil – Delvac 1 ESP*	TOTAL Rubia Optima 1500 5w40	Gallon	$18.20
Oil – Delvac 1300 Super*	TOTAL Rubia Optima 1100 15w40	Gallon	$8.78
Oil – DTE 25*	TOTAL Azolla ZS 46	Gallon	$6.18
Oil – BB*	TOTAL Cirkan RO 220	Gallon	$12.21
Oil – Rarus 427*	TOTAL Dacnis 100	Gallon	$12.14
Oil – DTE Extra Heavy*	TOTAL Cirkan RO 150	Gallon	$12.06
Oil – Gear Oil 634*	TOTAL Carter EP 460	Gallon	$14.85
Oil – DTE Light*	TOTAL Cirkan RO 32	Gallon	$11.87

***Mobil brand oils or equal to.**

The grand total is subject to verification. If any discrepancy is found, the sum of the item totals will govern.

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. K.1

DATE: June 4, 2024

TO: City Council

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

SUBJECT: Fiscal Year (FY) 2024-25 Landscape Maintenance Districts Initiation of Proceedings to Levy Assessments, Approval of a Consolidated Engineers Report, and Declaration of Intention to Levy Assessments. (10 minutes)

RECOMMENDATION

That the City Council acting as the legislative body of the City of Oxnard Landscape Maintenance Districts (LMDs):

1. Adopt "A Resolution of the City Council of the City of Oxnard, California, initiating proceedings to levy assessments against real property for fiscal year 2024-25 in connection with the city's landscape maintenance districts";
2. Adopt "A Resolution of the City Council of the City of Oxnard, California, approving a consolidated engineer's report regarding assessments against real property for fiscal year 2024-25 in connection with the city's landscape maintenance districts"; and
3. Adopt "A Resolution of the City Council of the City of Oxnard, California, declaring its intention to levy assessments against real property for fiscal year 2024-25 in connection with the city's landscape maintenance districts" setting the Public Hearing for June 18, 2024.

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

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

BACKGROUND

Special Districts is a Division of the Public Works Department and manages a total of 48 special financing districts which includes 36 Landscape Maintenance Districts ("LMDs"). Through the process of developing property, special financing districts (e.g. LMDs) were authorized to be used by property owners (i.e. developers) to fund the annual cost of maintaining certain public improvements that have a special benefit to the properties within the district. Typically, the developer installed the public improvements at the time of development and benefiting property owners pay for the cost of maintaining the improvements (i.e., special benefit) through a special assessment included on the property's annual property tax bill. Revenue received from the assessment funds the cost to provide the Special Benefit, as outlined in the Consolidated Engineer's Report attached hereto as Attachment 1 ("Report").

Assessments are levied annually and collected on the property tax roll. Each year, the City Council must conduct proceedings before making a decision, to levy the assessments. Revenue received from the assessments partially funds the ongoing maintenance of public improvements provided by each district and, in some cases, is collected for future work that is conducted on a less than annual basis.

If the Committee approves the recommendation in this report, a Public Hearing will be set for June 18, 2024, during

which the City Council will consider three resolutions. If adopted by Council, the Resolutions will: 1) initiate proceedings to levy the annual assessments; 2) approve the Consolidated Engineer's Report for the districts; and 3) declare the intent to levy assessments on the FY 2024-25 property tax roll. This is a process that is required each year.

DISCUSSION

The Landscaping and Lighting Act of 1972 (Streets & Highways Code Section 22500 et seq.) ("Act") requires the City Council to annually Initiate Proceedings by Resolution (Attachment 2), approve the Consolidated Engineers Report through a Resolution (Attachment 3), and state the Council's Intent to Levy the annual assessment through a Resolution (Attachment 4) by holding a public hearing.

In compliance with the Act, an annual review and evaluation of each district's revenues and expenditures, contained in the Report, is conducted. This Report consolidates the City's 36 LMDs into a single report but evaluates each district individually. The Report includes a description of the improvements, the projected estimated annual maintenance costs, and funding to be collected for projects done on a less than annual basis, if any, the method of assessment apportionment for each lot or parcel within each district's boundaries, and a diagram showing the parcels within that district. The Report also provides an analysis of each district's annual financial status. It separates and apportions the cost of General Benefit, as defined in the Report, other costs funded by a non-assessment fund (e.g. the General Fund), and the cost of Special Benefit to the benefiting properties, which is funded by the applied assessment rate. The actual services provided to each district varies from district to district and are based upon the property owner approved services and funding.

The applied assessment rate is the amount needed to fund the services of each district and is the amount actually levied on the property tax roll. It cannot exceed the maximum assessment rate that was approved by the property owners, through prior proceedings, for each district. After completing an individual analysis of each district's current level of service, anticipated estimated expenditures, fund balance, assigned reserve levels, and future work that is conducted on a less than annual basis, it is recommended to set the applied rates as set forth in the Report. Parcel specific detail of the proposed maximum and applied assessment is included in the Report as attached, is available from the City Clerk's office, and is accessible from the City's website (www.oxnard.org).

Costs considered to be of General Benefit are not allowed to be assessed to the properties and therefore are apportioned as a non-assessment fund (e.g. General Fund) expense. In addition to the required General Benefit contribution, the General Fund is proposed to cover additional costs, which are outlined in the Fiscal Impact section of this Report. The FY 2024-25 Proposed Operating Budget includes funds necessary to cover these costs.

Funds received for the benefit of each district are restricted and can only be used within the district and for the purposes for which they were collected. Some of the district's applied assessment rates are proposed to increase from last year. This is to account for services such as landscape maintenance, sidewalk grinding, removal and replacement of displaced sidewalks, irrigation repair, electrical systems repair, and lighting repair and replacement. In some instances, increases are due to an increase in annual service costs, to increase fund balances after their use in prior fiscal years consistent with the Act, or to meet a district's obligation for staff and overhead expenses. The assessment is levied at a rate that is no higher than the maximum assessment rate approved by the property owners.

The deadline for delivering the Assessment information to Ventura County for inclusion on the FY 2024-25 property tax roll is July 8, 2024.

It should be noted that in unique situations in which a district may be unable to fully fund its improvements and obligations (e.g. overhead costs) and has or is expected to have a negative fund balance, staff intends to bring to Council a policy item which will outline options for said districts into the future. These options may include, but are not limited to, placing the district in question on a defined payment plan to bring its negative fund balance back to a whole position, altering the quantity of the district's authorized improvements or services, balloting property owners within the district to increase their assessment, or potentially dissolving the district.

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

For FY 2024-25, the proposed assessment calculation are as follows: real property assessments $2,073,515.79 (see Engineer's Report Table 6.7), LMD fund balances $1,742,882.34 (Table 6.6), interest income $95,251.00 (Table 6.5), a general benefit contribution from the General Fund $226,915.35 (Table 6.5), and a subsidy from the General Fund for utility overages $52,397.91 (Table 6.5).

COMMITTEE OUTCOME

The Finance and Governance Committee approved 2-0 on May 14, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Anthony Miller, Interim Special Districts Manager

ATTACHMENTS

1. FY 2024-25 Consolidated Engineer's Report
2. Resolution Initiating
3. Resolution Approving Consolidated ER
4. Resolution Intent to Levy
5. City of Oxnard Special Districts Map
6. City of Oxnard Special Districts List
7. Presentation

URL link to the FY 2024-25 Consolidated Engineer's Report:

https://www.oxnard.gov/wp-content/uploads/FY24-25-LMD-Engineers-Report-Intent.pdf

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA, INITIATING PROCEEDINGS TO LEVY ASSESSMENTS AGAINST REAL PROPERTY FOR FISCAL YEAR 2024-25 IN CONNECTION WITH THE CITY'S LANDSCAPE MAINTENANCE DISTRICTS

WHEREAS, the City Council of the City of Oxnard has, by prior resolutions, established a number of Landscape Maintenance Districts (collectively the "Assessment Districts") pursuant to the Landscaping and Lighting Act of 1972 (Streets & Highways Code Section 22500 *et seq.*) (the "Act"); and

WHEREAS, a complete list of the Assessment Districts is attached hereto as Exhibit A and incorporated herein by reference as though fully set forth; and

WHEREAS, for each of the Assessment Districts, the City levies an annual assessment against real property to fund public improvements that specially benefits the parcels located in that Assessment District; and

WHEREAS, the City has engaged NBS (the "Assessment Engineer") to provide assessment engineering services in connection with the Assessment Districts; and

WHEREAS, the City Council desires to initiate proceedings to levy assessments in connection with the Assessment Districts for Fiscal Year (FY) 2024-25.

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

1. Recitals. The above recitals are all true and correct.

2. Initiation of Proceedings. Pursuant to Section 22622 of the Act, the City Council hereby initiates proceedings in connection with the Assessment Districts for the levy of assessments for FY 2024-25.

3. Order to Engineer. The Assessment Engineer is hereby ordered to prepare and file reports pursuant to Section 22565 *et seq.* of the Act with respect to the FY 2024-25 levy of assessments in connection with each of the Assessment Districts. These reports may be consolidated into a single document for administrative convenience.

4. Improvements. The improvements associated with each of the Assessment Districts are substantially the same improvements as in FY 2023-24.

5. Projects. In accordance with Streets and Highways Code Section 22660(a), the City Council hereby determines that the estimated cost of certain proposed improvements are

greater than can conveniently be raised from a single assessment and, as a result, will be collected in installments. General descriptions of these improvements, as well as the estimated costs thereof, the number of annual installments and years during which they are to be collected, and the maximum amount of each annual installment, are described in the Exhibit B attached hereto and incorporated herein by reference as though fully set forth. Moneys collected from the annual installments shall be accumulated in the improvement fund until there are sufficient moneys to pay all or part of the cost of the improvements.

6. Severability. If any provision of this Resolution or the application of any such provision is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable and that the City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

7. Effective Date. This Resolution shall be effective immediately upon adoption.

8. Certification. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

PASSED, APPROVED AND ADOPTED on this ____ day of JUNE, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____

Stephen M. Fischer, City Attorney

EXHIBIT A

CITY OF OXNARD
LANDSCAPE MAINTENANCE DISTRICTS

District Name	Formation	
	Date	**Resolution No.**
Landscape Maintenance District No. 3 (River Ridge)	March 18, 1986	8983
Landscape Maintenance District No. 10 (Country Club Estates)	December 13, 1988	9587
Landscape Maintenance District No. 11 (St. Tropez)	January 3, 1989	9603
Landscape Maintenance District No. 12 (Standard Pacific)	March 28, 1989	9665
Landscape Maintenance District No. 13 (Le Village)	March 20, 1990	9894
Landscape Maintenance District No. 14 (California Cove)	June 5, 1990	9972
Landscape Maintenance District No. 16 (California Lighthouse)	July 9, 1991	10206
Landscape Maintenance District No. 23 (Greystone)	June 18, 1996	11071
Landscape Maintenance District No. 24 (Vineyards)	June 18, 1996	11072
Landscape Maintenance District No. 25 (The Pointe)	June 18, 1996	11073
Landscape Maintenance District No. 27 (Rose Island)	June 24, 1997	11259
Landscape Maintenance District No. 28 (Harborside)	June 24, 1997	11260
Landscape Maintenance District No. 30 (Haas Automation)	June 24, 1997	11261
Landscape Maintenance District No. 31 (Rancho De La Rosa)	June 23, 1998	11415

District Name	Formation	
	Date	Resolution No.
Landscape Maintenance District No. 32 (Oak Park)	February 23, 1999	11505
Landscape Maintenance District No. 33 (El Paseo)	October 19, 1999	11653
Landscape Maintenance District No. 34 (Sunrise Pointe & Sunset Cove)	October 19, 1999	11654
Landscape Maintenance District No. 36 (Villa Santa Cruz & Villa Carmel)	January 25, 2000	11684
Landscape Maintenance District No. 37 (Pacific Breeze)	January 25, 2000	11685
Landscape Maintenance District No. 38 (Aldea Del Mar)	November 28, 2000	11863
Landscape Maintenance District No. 39 (Promesa/Sueno & DR Horton/Seawinds)	March 6, 2001	11905
Landscape Maintenance District No. 40 (Cantada)	January 8, 2002	12078
Landscape Maintenance District No. 41 (Pacific Cove)	January 8, 2002	12079
Landscape Maintenance District No. 42 (Cantabria & Coronado)	May 14, 2002	12144
Landscape Maintenance District No. 43 (Greenbelt)	January 7, 2003	12295
Landscape Maintenance District No. 46 (Daily Ranch)	June 24, 2003	12440
Landscape Maintenance District No. 47 (Sycamore Place)	April 22, 2003	12355
Landscape Maintenance District No. 49 (Cameron Ranch)	June 3, 2003	12394
Landscape Maintenance District No. 50 (Pleasant Valley Senior Housing)	June 10, 2003	12404
Landscape Maintenance District No. 51 (Pfeiler)	April 19, 2005	12799
Landscape Maintenance District No. 52 (Wingfield)	February 1, 2005	12768
Landscape Maintenance District No. 53 (Huff Court)	June 7, 2005	12879
Landscape Maintenance District No. 54 (Meadowcrest)	March 28, 2006	13024
Landscape Maintenance District No. 55 (Wingfield West)	March 28, 2006	13025
Landscape Maintenance District No. 58 (Westwind)	June 6, 2006	13069
Landscape Maintenance District No. 60 (Artisan)	March 3, 2009	13604

EXHIBIT B

CITY OF OXNARD
LANDSCAPE MAINTENANCE DISTRICT PROJECTS

Account Code	District	Project Name	Annual Installments [1]	FY 24/25 Project Total	FY 25/26 Project Total	FY 26/27 Project Total	FY 27/28 Project Total	FY 28/29 Project Total
20303801	LMD No. 3 (River Ridge)	District-wide tree trimming	$2,333.33			$7,000.00		
		Irrigation Audit/Rehabilitation	*Pay-As-You-Go*					
		Landscape rehabilitation						
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$2,333.33*				
21003801	LMD No. 10 (Country Club Estates)	District-wide tree trimming	$333.33			$1,000.00		
		Irrigation Audit/Rehabilitation	*Pay-As-You-Go*					
		Landscape rehabilitation						
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$333.33*				
21103801	LMD No. 11 (St. Tropez)	District-wide tree trimming	*Pay-As-You-Go*					
		Irrigation Audit/Rehabilitation						
		Landscape rehabilitation						
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$0.00*				
21203801	LMD No. 12 (Standard Pacific)	District-wide tree trimming	$666.67			$2,000.00		
		Irrigation Audit/Rehabilitation	*Pay-As-You-Go*					
		Landscape rehabilitation						
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$666.67*				
21303801	LMD No. 13 (Le Village)	District-wide tree trimming	$833.33			$2,500.00		
		Irrigation Audit/Rehabilitation	*Pay-As-You-Go*					
		Landscape rehabilitation						
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$833.33*				
21403801	LMD No. 14 (California Cove)	District-wide tree trimming	$2,333.33			$7,000.00		
		Irrigation Audit/Rehabilitation	*Pay-As-You-Go*					
		Landscape rehabilitation						
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$2,333.33*				
21603801	LMD No. 16 (California Lighthouse)	District-wide tree trimming	*Pay-As-You-Go*					
		Irrigation Audit/Rehabilitation						
		Landscape rehabilitation						
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$0.00*				
22303801	LMD No. 23 (Greystone)	District-wide tree trimming	*Pay-As-You-Go*					
		Irrigation Audit/Rehabilitation						
		Landscape rehabilitation						
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$0.00*				
22403801	LMD No. 24 (Vineyards)	District-wide tree trimming	$3,666.67			$11,000.00		
		Irrigation Audit/Rehabilitation	*Pay-As-You-Go*					
		Landscape rehabilitation						
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$3,666.67*				

Account Code	District	Project Name	Annual Installments [1]	FY 24/25 Project Total	FY 25/26 Project Total	FY 26/27 Project Total	FY 27/28 Project Total	FY 28/29 Project Total
22503801	LMD No. 25 (The Pointe)	District-wide tree trimming	*Pay-As-You-Go*					
		Irrigation Audit/Rehabilitation						
		Landscape rehabilitation						
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$0.00*				
22703801	LMD No. 27 (Rose Island)	District-wide tree trimming	$1,666.67			$5,000.00		
		Irrigation Audit/Rehabilitation	*Pay-As-You-Go*					
		Landscape rehabilitation						
		Sidewalk repair/replace; wall/fencing repair/replace	*$0.00*				$15,000.00	
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$1,666.67*				
22803801	LMD No. 28 (Harborside)	District-wide tree trimming	$5,000.00			$15,000.00		
		Irrigation Audit/Rehabilitation	*Pay-As-You-Go*					
		Landscape rehabilitation						
		Sidewalk repair/replace; wall/fencing repair/replace	*Cancelled*					
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$5,000.00*				
23003801	LMD No. 30 (Haas Automation)	District-wide tree trimming	$3,333.33			$10,000.00		
		Irrigation Audit/Rehabilitation	*Pay-As-You-Go*					
		Landscape rehabilitation						
		Sidewalk repair/replace; wall/fencing repair/replace	*Cancelled*					
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$3,333.33*				
23103801	LMD No. 31 (Rancho De La Rosa)	District-wide tree trimming	*Pay-As-You-Go*					
		Irrigation Audit/Rehabilitation						
		Landscape rehabilitation	*Cancelled*					
		Amenities repair / replacement (sidewalks, fencing, mailboxes)						
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$0.00*				
23203801	LMD No. 32 (Oak Park)	District-wide tree trimming	$2,666.67			$8,000.00		
		Irrigation Audit/Rehabilitation	*Pay-As-You-Go*					
		Landscape rehabilitation						
		Sidewalk repair/replace						
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$2,666.67*				
23303801	LMD No. 33 (El Paseo)	District-wide tree trimming	$6,666.67			$20,000.00		
		Irrigation Audit/Rehabilitation	*Pay-As-You-Go*					
		Landscape rehabilitation						
		Fencing Replacement/Rehab						
		Sidewalk repair/replace	*Cancelled*					
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$6,666.67*				
23403801	LMD No. 34 (Sunrise Pointe & Sunset Cove)	District-wide tree trimming	$11,666.67			$35,000.00		
		Irrigation Audit/Rehabilitation	*Pay-As-You-Go*					
		Landscape rehabilitation						
		Sidewalk repair/replace	*Cancelled*					
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$11,666.67*				

Account Code	District	Project Name	Annual Installments [1]	FY 24/25 Project Total	FY 25/26 Project Total	FY 26/27 Project Total	FY 27/28 Project Total	FY 28/29 Project Total
23603801	LMD No. 36 (Villa Santa Cruz & Villa Carmel)	District-wide tree trimming	$17,500.00				$70,000.00	
		Irrigation Audit/Rehabilitation	*Pay-As-You-Go*					
		Landscape rehabilitation						
		Amenities repair / replacement (sidewalks, lights)	*Cancelled*					
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$0.00*				
23703801	LMD No. 37 (Pacific Breeze)	District-wide tree trimming	$1,333.33			$4,000.00		
		Irrigation Audit/Rehabilitation	$5,000.00			$15,000.00		
		Landscape rehabilitation	*Pay-As-You-Go*					
		Sidewalk repair/replace						
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$6,333.33*				
23803801	LMD No. 38 (Aldea Del Mar)	District-wide tree trimming	$8,750.00				$35,000.00	
		Irrigation Audit/Rehabilitation	*Pay-As-You-Go*					
		Landscape rehabilitation						
		Amenities repair / replacement (sidewalks, lights)						
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$8,750.00*				
23903801	LMD No. 39 (Promesa & Sueno)	District-wide tree trimming	$8,333.33			$25,000.00		
		Irrigation Audit/Rehabilitation	*Pay-As-You-Go*					
		Landscape rehabilitation						
		Amenities repair / replacement (sidewalks, mailboxes, lights)						
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$8,333.33*				
23913801	LMD No. 39 (DR Horton)	District-wide tree trimming	$3,333.33			$10,000.00		
		Irrigation Audit/Rehabilitation	*Pay-As-You-Go*					
		Landscape rehabilitation						
		Amenities repair / replacement (sidewalks, mailboxes, lights)						
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$3,333.33*				
24003801	LMD No. 40 (Cantada)	District-wide tree trimming	$5,000.00			$15,000.00		
		Irrigation Audit/Rehabilitation	*Pay-As-You-Go*					
		Landscape rehabilitation						
		Amenities repair / replacement (sidewalks, fencing, lights)	*Cancelled*					
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$5,000.00*				
24103801	LMD No. 41 (Pacific Cove)	District-wide tree trimming	$5,000.00			$15,000.00		
		Irrigation Audit/Rehabilitation	*Pay-As-You-Go*					
		Landscape rehabilitation						
		Amenities repair / replacement (sidewalks, fencing, monument signs, lights)						
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$5,000.00*				
24203801	LMD No. 42 (Cantabria & Coronado)	District-wide tree trimming	$13,333.33			$40,000.00		
		Irrigation Audit/Rehabilitation	*Pay-As-You-Go*					
		Landscape rehabilitation	*Cancelled*					
		Amenities repair / replacement (sidewalks, fencing, lights)						
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$13,333.33*				

Account Code	District	Project Name	Annual Installments [3]	FY 24/25 Project Total	FY 25/26 Project Total	FY 26/27 Project Total	FY 27/28 Project Total	FY 28/29 Project Total
24303801	LMD No. 43 (Greenbelt)	District-wide tree trimming	*Pay-As-You-Go*					
		Irrigation Audit/Rehabilitation						
		Landscape rehabilitation						
		Amenities repair / replacement (sidewalks, fencing, lights, trash cans, arbors)						
		LMD 43 Greenbelt Lighting Replacement Project	$35,000.00					$175,000.00
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$35,000.00*				
24603801	LMD No. 46 (Daily Ranch)	District-wide tree trimming	$11,333.33			$34,000.00		
		Irrigation Audit/Rehabilitation	*Pay-As-You-Go*					
		Landscape rehabilitation						
		Amenities repair / replacement (sidewalks, fencing, lights, mailboxes, playground)						
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$11,333.33*				
24703801	LMD No. 47 (Sycamore Place)	District-wide tree trimming	$8,333.33			$25,000.00		
		Irrigation Audit/Rehabilitation	*Pay-As-You-Go*					
		Landscape rehabilitation						
		Amenities repair / replacement (sidewalks, fencing, monument signs, lights, mailboxes)	*Cancelled*					
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$8,333.33*				
24903801	LMD No. 49 (Cameron Ranch)	District-wide tree trimming	*Cancelled*					
		Irrigation Audit/Rehabilitation						
		Landscape rehabilitation						
		Amenities repair / replacement (sidewalks, fencing, lights)						
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$0.00*				
25003801	LMD No. 50 (Pleasant Valley Senior Housing)	District-wide tree trimming	*Pay-As-You-Go*					
		Irrigation Audit/Rehabilitation						
		Landscape rehabilitation						
		Sidewalk repair / replace						
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*Pay-As-You-Go*				
25103801	LMD No. 51 (Pfeiler)	District-wide tree trimming	$8,750.00				$35,000.00	
		Irrigation Audit/Rehabilitation	*Pay-As-You-Go*					
		Landscape rehabilitation						
		Amenities repair / replacement (sidewalks, fencing, monument signs, lights, playground)	$38,750.00				$155,000.00	
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$47,500.00*				
25203801	LMD No. 52 (Wingfield)	District-wide tree trimming	$8,333.33			$25,000.00		
		Irrigation Audit/Rehabilitation	*Pay-As-You-Go*					
		Landscape rehabilitation	$3,000.00					$15,000.00
		Amenities repair / replacement (sidewalks, fencing, mailboxes, lights)	$6,000.00					$30,000.00
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$17,333.33*				
25303801	LMD No. 53 (Huff Court)	District-wide tree trimming	$1,000.00			$3,000.00		
		Irrigation Audit/Rehabilitation	*Pay-As-You-Go*					
		Landscape rehabilitation						
		Amenities repair / replacement (sidewalks, fencing, mailboxes, lights)						
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$1,000.00*				

Account Code	District	Project Name	Annual Installments[1]	FY 24/25 Project Total	FY 25/26 Project Total	FY 26/27 Project Total	FY 27/28 Project Total	FY 28/29 Project Total
25403801	LMD No. 54 (Meadowcrest Villas)	District-wide tree trimming	$1,000.00			$3,000.00		
		Irrigation Audit/Rehabilitation	*Pay-As-You-Go*					
		Landscape rehabilitation						
		Amenities repair / replacement (sidewalks, fencing)	$5,000.00			$15,000.00		
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$6,000.00*				
25503801	LMD No. 55 (Wingfield West)	District-wide tree trimming	$5,000.00			$15,000.00		
		Irrigation Audit/Rehabilitation	*Pay-As-You-Go*					
		Landscape rehabilitation						
		Amenities repair / replacement (sidewalks, fencing, mailboxes, lights)						
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$5,000.00*				
25803801	LMD No. 58 (Westwind)	District-wide tree trimming	$2,666.67			$8,000.00		
		Irrigation Audit/Rehabilitation	*Pay-As-You-Go*					
		Landscape rehabilitation						
		Amenities repair / replacement (sidewalks, lights, fencing)	*Cancelled*					
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$2,666.67*				
26003801	LMD No. 60 (Artisan)	District-wide tree trimming	$1,666.67			$5,000.00		
		Irrigation Audit/Rehabilitation	*Pay-As-You-Go*					
		Landscape rehabilitation						
		Amenities repair / replacement (sidewalks, lights, fencing, trash containers, arbors)						
			Project Subtotal	*$0.00*				
			Annual Installment Totals	*$1,666.67*				
			Project Grand Totals	**$0.00**				
			Annual Installment Grand Totals	**$244,583.33**				

(1) Projects indicated as "Pay-As-You-Go" will be collected for and spent through traditional annual maintenance budgeting processes and not collected via annual project installments. Projects indicated as "Cancelled" are a result of lack of available budget and/or need.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA, APPROVING A CONSOLIDATED ENGINEER'S REPORT REGARDING ASSESSMENTS AGAINST REAL PROPERTY FOR FISCAL YEAR 2024-25 IN CONNECTION WITH THE CITY'S LANDSCAPE MAINTENANCE DISTRICTS

WHEREAS, the City Council of the City of Oxnard has, by prior resolutions, established a number of Landscape Maintenance Districts (collectively the "Assessment Districts") pursuant to the Landscaping and Lighting Act of 1972 (Streets & Highways Code Section 22500 *et seq.*) (the "Act"); and

WHEREAS, a complete list of the Assessment Districts is attached hereto as Exhibit A and incorporated herein by reference as though fully set forth; and

WHEREAS, in connection with each of the Assessment Districts, the City levies an annual assessment against real property to fund public improvements that specially benefit the parcels located in that Assessment District; and

WHEREAS, the City has engaged NBS (the "Assessment Engineer") to provide assessment engineering services in connection with the Assessment Districts; and

WHEREAS, by prior resolution the City Council ordered the Assessment Engineer to prepare and file reports pursuant to Section 22565 *et seq.* of the Act with respect to the FY 2024-25 levy of assessments for each of the Assessment Districts; and

WHEREAS, the Assessment Engineer has prepared and filed a consolidated report entitled "City of Oxnard Fiscal Year 2024-25 Consolidated Engineer's Report for Landscape Maintenance Districts," (the "Report") which is on file in the Office of the City Clerk, available for public inspection, and the Report is incorporated herein by this reference; and

WHEREAS, the City Council now desires to approve the Report

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

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

2. Approval of Report. The City Council hereby approves the Report as filed.

3. Severability. If any provision of this Resolution or the application of any such provision is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable and that the City Council declares that

it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

6. Effective Date. This Resolution shall be effective immediately upon adoption.

7. Certification. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

PASSED, APPROVED AND ADOPTED on this ____ day of JUNE, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

EXHIBIT A

CITY OF OXNARD
LANDSCAPE MAINTENANCE DISTRICTS

District Name	Formation	
	Date	Resolution No.
Landscape Maintenance District No. 3 (River Ridge)	March 18, 1986	8983
Landscape Maintenance District No. 10 (Country Club Estates)	December 13, 1988	9587
Landscape Maintenance District No. 11 (St. Tropez)	January 3, 1989	9603
Landscape Maintenance District No. 12 (Standard Pacific)	March 28, 1989	9665
Landscape Maintenance District No. 13 (Le Village)	March 20, 1990	9894
Landscape Maintenance District No. 14 (California Cove)	June 5, 1990	9972
Landscape Maintenance District No. 16 (California Lighthouse)	July 9, 1991	10206
Landscape Maintenance District No. 23 (Greystone)	June 18, 1996	11071
Landscape Maintenance District No. 24 (Vineyards)	June 18, 1996	11072
Landscape Maintenance District No. 25 (The Pointe)	June 18, 1996	11073
Landscape Maintenance District No. 27 (Rose Island)	June 24, 1997	11259
Landscape Maintenance District No. 28 (Harborside)	June 24, 1997	11260
Landscape Maintenance District No. 30 (Haas Automation)	June 24, 1997	11261
Landscape Maintenance District No. 31 (Rancho De La Rosa)	June 23, 1998	11415
Landscape Maintenance District No. 32 (Oak Park)	February 23, 1999	11505

District Name	Formation	
	Date	Resolution No.
Landscape Maintenance District No. 33 (El Paseo)	October 19, 1999	11653
Landscape Maintenance District No. 34 (Sunrise Pointe & Sunset Cove)	October 19, 1999	11654
Landscape Maintenance District No. 36 (Villa Santa Cruz & Villa Carmel)	January 25, 2000	11684
Landscape Maintenance District No. 37 (Pacific Breeze)	January 25, 2000	11685
Landscape Maintenance District No. 38 (Aldea Del Mar)	November 28, 2000	11863
Landscape Maintenance District No. 39 (Promesa/Sueno & DR Horton/Seawinds)	March 6, 2001	11905
Landscape Maintenance District No. 40 (Cantada)	January 8, 2002	12078
Landscape Maintenance District No. 41 (Pacific Cove)	January 8, 2002	12079
Landscape Maintenance District No. 42 (Cantabria & Coronado)	May 14, 2002	12144
Landscape Maintenance District No. 43 (Greenbelt)	January 7, 2003	12295
Landscape Maintenance District No. 46 (Daily Ranch)	June 24, 2003	12440
Landscape Maintenance District No. 47 (Sycamore Place)	April 22, 2003	12355
Landscape Maintenance District No. 49 (Cameron Ranch)	June 3, 2003	12394
Landscape Maintenance District No. 50 (Pleasant Valley Senior Housing)	June 10, 2003	12404
Landscape Maintenance District No. 51 (Pfeiler)	April 19, 2005	12799
Landscape Maintenance District No. 52 (Wingfield)	February 1, 2005	12768
Landscape Maintenance District No. 53 (Huff Court)	June 7, 2005	12879
Landscape Maintenance District No. 54 (Meadowcrest)	March 28, 2006	13024
Landscape Maintenance District No. 55 (Wingfield West)	March 28, 2006	13025
Landscape Maintenance District No. 58 (Westwind)	June 6, 2006	13069
Landscape Maintenance District No. 60 (Artisan)	March 3, 2009	13604

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA, DECLARING ITS INTENTION TO LEVY ASSESSMENTS AGAINST REAL PROPERTY FOR FISCAL YEAR 2024-25 IN CONNECTION WITH THE CITY'S LANDSCAPE MAINTENANCE DISTRICTS

WHEREAS, the City Council of the City of Oxnard has, by prior resolutions, established a number of Landscape Maintenance Districts (collectively the "Assessment Districts" and each an "Assessment District") pursuant to the Landscaping and Lighting Act of 1972 (Streets & Highways Code Section 22500 *et seq.*) (the "Act"); and

WHEREAS, a complete list of the Assessment Districts is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, in connection with each of the Assessment Districts, the City levies an annual assessment against real property to fund landscape maintenance that specially benefits the parcels located in that Assessment District; and

WHEREAS, the City has engaged NBS (the "Assessment Engineer") to provide assessment engineering services in connection with the Assessment Districts; and

WHEREAS, by prior resolution the City Council ordered the Engineer to prepare and file reports pursuant to Section 22565 *et seq.* of the Act with respect to the FY 2024-25 levy of assessments in connection with each of the Assessment Districts; and

WHEREAS, by prior resolution the City Council approved as filed a consolidated report of the Assessment Engineer entitled "City of Oxnard Fiscal Year 2024-25 Consolidated Engineer's Report for Landscape Maintenance Districts" (the "Report"), which is on file in the Office of the City Clerk, available for public inspection, and incorporated herein by reference; and

WHEREAS, the City Council desires to declare its intention to levy the assessments for FY 2024-25 as described in the Report.

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

1. Recitals. The above recitals are all true and correct.

2. Declaration of Intent. The City Council hereby declares its intention to levy and collect assessments for FY 2024-25 within each Assessment District.

3. Name and Location of Assessment Districts. The name of each Assessment District is set forth in Exhibit A. The locations of each Assessment District are generally described in the name of the Assessment District and more specifically described in the Report.

4. Description of Improvements. Each Assessment District will fund landscape improvements, including associated hardscape, ornamental improvements, benches, lighting and other appurtenances. No substantial change to the improvements is proposed to be made for FY 2024-25.

5. Reference to Report. Reference is made to the Report for a full and detailed description of (i) the landscape improvements; (ii) the boundaries of the Assessment Districts; and (iii) the proposed assessments upon assessable lots and parcels of land within the Assessment Districts. The Report describes, among other things, each affected parcel of real property and the amount of the assessment for each such affected parcel for FY 2024-25.

6. Inflation Adjustment. As set forth in more detail in the Report, the assessments in connection with most of the Assessment Districts will be higher than in FY 2023-24. In no case will the rates for an Assessment District be higher than the maximum assessment rate previously approved for the Assessment District, as adjusted by a previously approved CPI adjustment.

7. Public Hearing. On June 18, 2024 at 6:00 p.m. or as soon thereafter as practical, in the City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a full and fair public hearing on the question of the levy of the proposed assessments for FY 2024-25 (the "Hearing"). At the Hearing, the City Council will also hear and consider any objections or protests to the Report.

8. Notice. Notice of the Hearing shall be given in the manner set forth in Section 22626(a) of the Act.

9. Protest. Pursuant to Section 22628 of the Act, any interested person may, prior to the conclusion of the Hearing, file a written protest with the City Clerk of the City of Oxnard or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by the property owner.

10. Severability. If any provision of this Resolution or the application of any such provision is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable and that the City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

11. Effective Date. This Resolution shall be effective immediately upon adoption.

12. Certification. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

PASSED, APPROVED AND ADOPTED on this ____ day of JUNE, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

EXHIBIT A

CITY OF OXNARD
LANDSCAPE MAINTENANCE DISTRICTS

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	Date	**Resolution No.**
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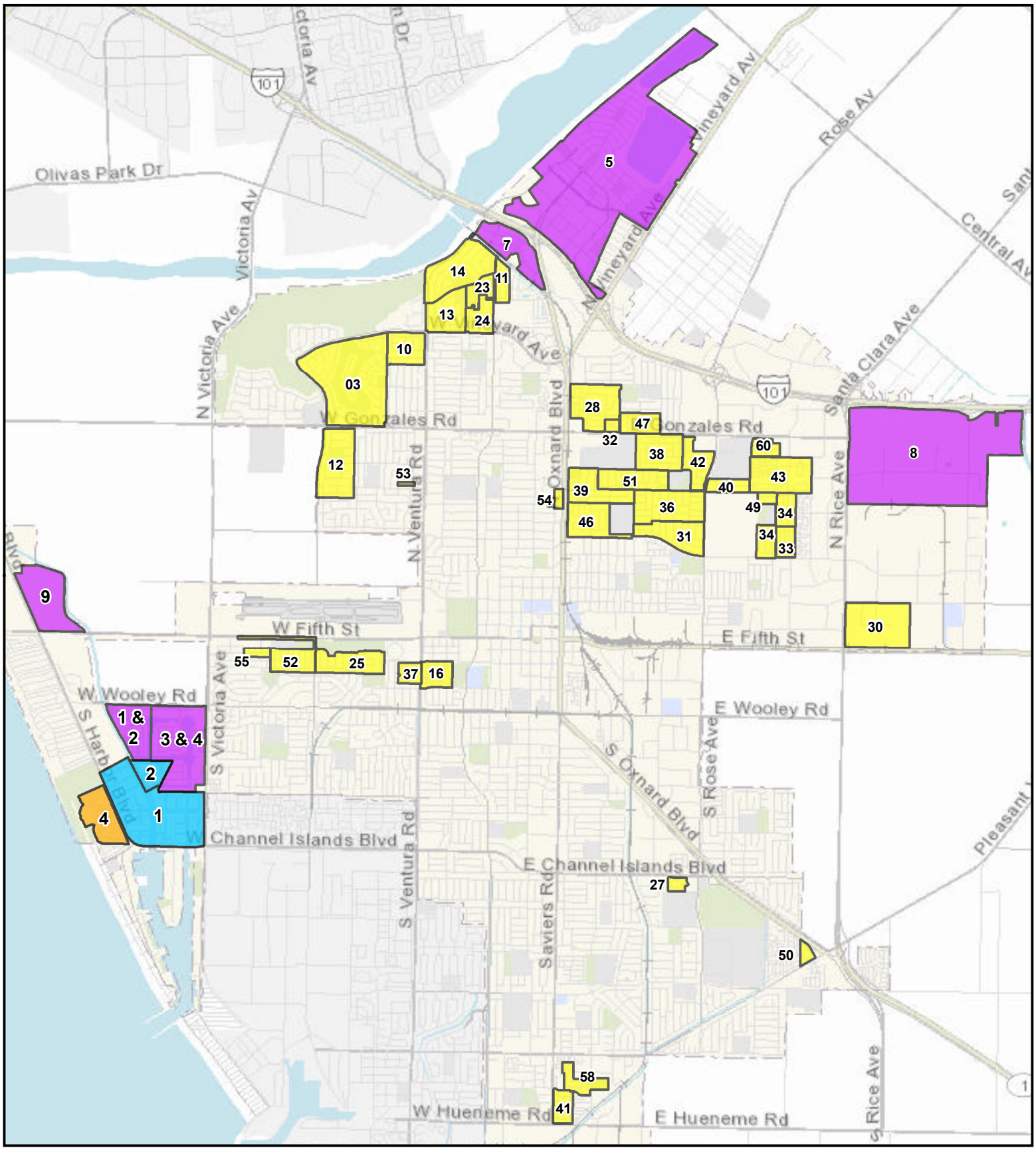
Landscape Maintenance District No. 47 (Sycamore Place)	April 22, 2003	12355
Landscape Maintenance District No. 49 (Cameron Ranch)	June 3, 2003	12394
Landscape Maintenance District No. 50 (Pleasant Valley Senior Housing)	June 10, 2003	12404
Landscape Maintenance District No. 51 (Pfeiler)	April 19, 2005	12799
Landscape Maintenance District No. 52 (Wingfield)	February 1, 2005	12768
Landscape Maintenance District No. 53 (Huff Court)	June 7, 2005	12879
Landscape Maintenance District No. 54 (Meadowcrest)	March 28, 2006	13024
Landscape Maintenance District No. 55 (Wingfield West)	March 28, 2006	13025
Landscape Maintenance District No. 58 (Westwind)	June 6, 2006	13069
Landscape Maintenance District No. 60 (Artisan)	March 3, 2009	13604

CITY OF OXNARD SPECIAL DISTRICTS



Maintenance Assessment District (District No.)

Community Facilities District (District No.)

Waterway Assessment District (Zone No.)

Landscape Maintenance District (District No.)

Created by:
CITY OF OXNARD
Geographic Information Systems Division
March 2023

3,000 0 3,000 6,000 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The City does not make any representations or warranties regarding the use, accuracy, reliability, and/or completeness of this map and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.

N W E S

Data Source:
City of Oxnard GIS Division
County of Ventura GIS Program

CITY OF OXNARD – SPECIAL DISTRICTS

LANDSCAPE MAINTENANCE DISTRICT * COMMUNITY FACILITIES DISTRICTS
WATERWAYS ASSESSMENT DISTRICTS * MAINTENANCE ASSESSMENT DISTRICTS

COMMUNITY FACILITIES DISTRICTS	
1 & 2 – Westport at Mandalay Bay	7 – Wagon Wheel
3 & 4 – Seabridge at Mandalay Bay	8 – Sakioka Farms
5 – Riverpark	9 – Northshore at Mandalay Bay

LANDSCAPE MAINTENANCE DISTRICTS	
3 – Riverridge	37 – Pacific Cove
10 – Country Club	38 – Aldea Del Mar
11 – St Tropez	39 – El Sueno Promesa
12 – Standard Pacific	40 – Cantada
13 – Le Village	41 – Pacific Cove
14 – California Cove	42 – Cantabria/Coronado
16 – California Lighthouse	43 – Greenbelt
23 – Greystone	46 – Daily Ranch
24 – Vineyards	47 – Sycamore Place
25 – The Pointe	49 – Cameron Ranch
27 – Rose Island	50 – PV Senior Housing
28 – Harborside	51 – Pfeiler
30 – Haas Automation	52 – Wingfield
31 – Rancho De La Rosa	53 – Huff Court
32 – Oak Park	54 – Meadowcrest
33 – El Paseo	55 – Wingfield West
34 – Sunrise Pt/Sunset Cove	58 – Westwind
36 – Villa Santa Cruz	60 – Artisan

MAINTENANCE ASSESSMENT DISTRICT
4 – Mandalay Beach/Colony

WATERWAYS ASSESSEMENT DISTRICTS	
Zone 1 – Mandalay Bay Zone	2 – Harbour Island

Fiscal Year 2024-25 Landscape Maintenance Districts Initiation of Proceedings to Levy Assessments, Approval of a Consolidated Engineers Report and Declaration of Intention to Levy Assessments.

Finance & Governance Committee
May 14, 2024

City Council
June 4, 2024

Anthony Miller
Interim Special Districts Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council acting as the legislative body of the City of Oxnard Landscape Maintenance Districts (LMDs):

1. Adopt “A Resolution of the City Council of the City of Oxnard, California, initiating proceedings to levy assessments against real property for fiscal year 2024-25 in connection with the city’s landscape maintenance districts”;

2. Adopt “A Resolution of the City Council of the City of Oxnard, California, approving a consolidated engineer’s report regarding assessments against real property for fiscal year 2024-25 in connection with the city’s landscape maintenance districts”; and

3. Adopt “A Resolution of the City Council of the City of Oxnard, California, declaring its intention to levy assessments against real property for fiscal year 2024-25 in connection with the city’s landscape maintenance districts” setting the Public Hearing for June 18, 2024.

RECOMMENDATION

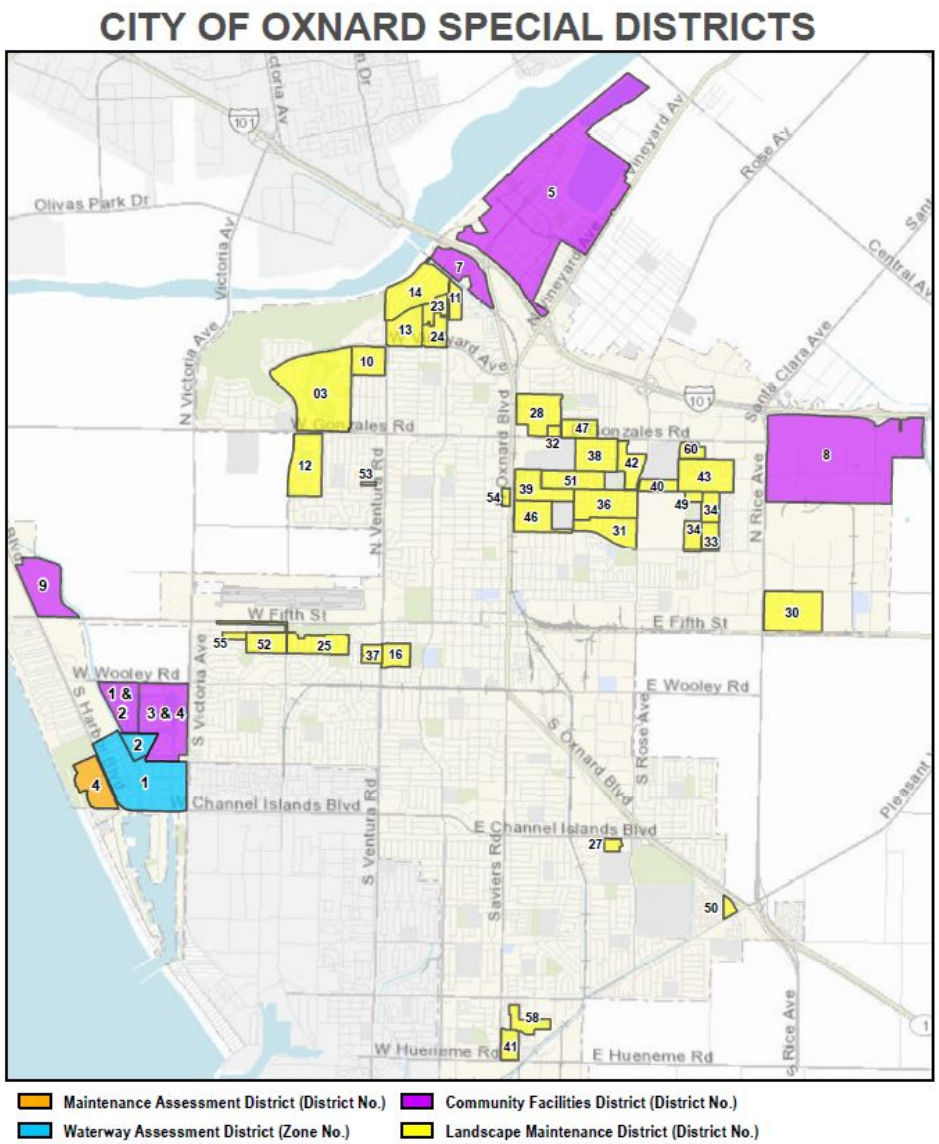
That the City Council acting as the legislative body of the City of Oxnard Landscape Maintenance Districts (LMDs):

1. Adopt “A Resolution of the City Council of the City of Oxnard, California, initiating proceedings to levy assessments against real property for fiscal year 2024-25 in connection with the city’s landscape maintenance districts”;

2. Adopt “A Resolution of the City Council of the City of Oxnard, California, approving a consolidated engineer’s report regarding assessments against real property for fiscal year 2024-25 in connection with the city’s landscape maintenance districts”; and

3. Adopt “A Resolution of the City Council of the City of Oxnard, California, declaring its intention to levy assessments against real property for fiscal year 2024-25 in connection with the city’s landscape maintenance districts” setting the Public Hearing for June 18, 2024.

MAP OF SPECIAL DISTRICTS IN THE CITY OF OXNARD



More information can be found at:

oxnard.org/city-department/finance/special-assessment-districts/

BACKGROUND

- The Special Districts Division of the Public Works Department manages 48 Assessment Districts which includes 36 LMDs.

- The City has allowed property owners (i.e. developers) to use special financing districts (e.g. LMDs) to fund the annual cost of maintaining certain public improvements that benefit the properties within the district.

- Typically, the developer installed the public improvements at the time of development and benefiting property owners pay for the cost of maintaining the improvements (i.e., special benefit) through a special assessment included on the property's annual property tax bill.

BACKGROUND

- Revenue received from the assessment funds the cost to provide the Special Benefit, as outlined in the Consolidated Engineer's Report

- Assessments are levied annually and collected on the property tax roll. Each year, the City Council must conduct proceedings to levy the assessments.

- Revenue received from the assessments partially funds the ongoing maintenance of public improvements provided by each district and, in some cases, is collected for future work that is conducted on a less than annual basis.

BACKGROUND

- If the Committee approves the recommendation in this report a Public Hearing will be set for June 18, 2024, during which the City Council will consider three resolutions.

- If adopted by Council, the Resolutions will:
  - 1) initiate proceedings to levy the annual assessments;
  - 2) approve the Consolidated Engineer's Report for the districts; and
  - 3) declare the intent to levy assessments on the FY 2024-25 property tax roll.

- This is a process that is required each year.

DISCUSSION

- The Landscaping and Lighting Assessment Act of 1972 requires the City Council to annually Initiate Proceedings by Resolution, approve the Consolidated Engineers Report through a Resolution, and state the Council's Intent to Levy the annual assessment through a Resolution

- In compliance with the Act, an annual review and evaluation of each district's revenues and expenditures, contained in the Consolidated Engineer's Report, is conducted.

- This Report consolidates the City's 36 LMDs into a single report, but evaluates each district individually.

DISCUSSION

- The Report includes a description of the improvements, the projected annual maintenance costs, and funding to be collected for projects done on a less than annual basis, if any, the method of assessment apportionment for each lot or parcel within each district's boundaries, and a diagram showing the parcels within that district.

- The Report also provides an analysis of each district's annual financial status.

- It separates and apportions the cost of General Benefit, other costs funded by a non-assessment fund, and the cost of Special Benefit to the benefiting properties is funded by the applied assessment rate.

DISCUSSION

- The actual services provided to each district varies from district to district and are based upon the property owner approved services and funding.

- The applied assessment rate is the amount needed to fund the services of each district and is the amount actually levied on the property tax roll.

- It cannot exceed the maximum assessment rate that was originally approved for each district.

- After completing an individual analysis of each district's current level of service, anticipated expenditures, fund balance, assigned reserve levels, and future work, it is recommended to set the applied rates as set forth in the Report.

DISCUSSION

- Parcel specific detail of the proposed maximum and applied assessment is included in the Report as attached and is also available from the City Clerk's office and accessible from the City's website (www.oxnard.org).

- Costs considered to be of General Benefit, as defined in the Report, are not allowed to be assessed to the properties and therefore are apportioned as a non-assessment fund expense.

- The General Fund is proposed to cover additional costs, which are outlined in the Fiscal Impact section of this Report.

- The FY 2024-25 Proposed Operating Budget includes funds necessary to cover these costs.

DISCUSSION

- Funds received for the benefit of each district are restricted and can only be used within the district and for the purposes for which they were collected.

- Some of the District's applied assessment rates are proposed to increase from last year. This is to account for services such as district-wide tree trimming, sidewalk grinding, removal and replacement of displaced sidewalks, irrigation repair, electrical systems repair, and lighting repair and replacement.

- The assessment is levied at a rate that is no higher than the maximum assessment.

- The deadline for delivering the Assessment information to Ventura County is July 8, 2024.

FINANCIAL IMPACT

- For FY 2024-25, the proposed assessment calculation are as follows:
  - $2,073,515.79 in real property assessments;
  - $1,742,882.34 from LMD fund balances
  - $95,251.00 from interest income;
  - a general benefit contribution of $226,915.35 from the General Fund; and
  - a subsidy from the General Fund of $52,397.91 for utility overages.

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QUESTIONS

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. K.2

DATE: June 4, 2024

TO: City Council

FROM: Javier Chagoyen-Lazaro, Chief Financial Officer, (805) 200-5400, javier.chagoyenlazaro@oxnard.org

SUBJECT: Increase Appropriations in the FY2023-24 General Fund Operating Budget to Transfer Funds to the State Gas Tax Fund to Restore State Gas Tax Fund Balance. (5 minutes)

RECOMMENDATION

That the City Council approve the transfer of funds from the FY 2023-24 General Fund (101) Operating Budget to the State Gas Tax Fund (181) in the amount of $3,300,000, to restore a fund balance deficit of the State Gas Tax for prior year activity, as well as projected budgetary deficits in FY 2023-24 and FY 2024-25.

Please click the following link to view the required Measure M pre-recorded presentation video titled General Fund Transfer to State Gas Tax Fund: https://youtu.be/fCfMvoZvL28

BACKGROUND

The City of Oxnard receives an annual allocation of State Gas Taxes pursuant to Streets and Highways Code Section 2101. This allocation is spent on improvements to roadways as one of many funding sources available to the City, the primary funding source being the General Fund. Over the last few years, the State Gas Tax Fund within the City's budget has generated a deficit fund balance whereby expenditures have exceeded revenues. As of June 30, 2023, this deficit was calculated as $2,723,464. Staff projects that this deficit will grow by approximately $250,000 in each of FY 2023-24 and FY 2024-25, requiring an estimated $3,300,000 to balance the fund over this time period.

DISCUSSION

The State Gas Tax Fund is managed by the Public Works Department, who are reviewing the allocation of labor and other resources to the State Gas Tax Fund in order to ensure the fund remains balanced going forward.

This deficit was a result of three main factors that are explained in detail below:

1. **Introduction of Road Maintenance and Rehabilitation Act (RMRA)**
   The City began receiving RMRA funding in FY 2017-18. For the first two years, the revenue and expenditures were recorded in the State Gas Tax Fund, combining new RMRA funds with Gas Tax Highway Users Tax Account (HUTA) in a single fund. In FY 2019-20, as recommended by the League of California Cities, the City created a new fund specific to RMRA Gas Tax (20232(h)(2)) (Fund 185) for RMRA. This segregation was made to allow for better tracking and easier auditing by the State Controller's Office and the City's independent financial auditor. These two funds combined have a positive fund balance, and are reported together in the City's Annual Comprehensive Financial Report (ACFR). An accounting journal was recorded in FY 2019-20 to transfer RMRA related revenues out of Gas Tax Fund and into RMRA Fund. While revenues of $7.1M (Jan 2018 - Feb 2020) were transferred, as they could be easily identified, approximately $1.8M in expenditures were transferred via Council action for Public Works Road and Signal Maintenance Project 203009, as well as an additional $1.1M of expenditures leaving approximately $4.2M net expenditures. No further adjustments have been made to reclassify the expenditures that remained in the Gas Tax Fund, resulting in a large reason for the current deficit

fund balance.

2. **Refunding Debt with Economic Benefit, but Initial Higher Expenditure**
In FY 2019-20, the City's revenues and expenses included bond refunding transactions. Despite deriving benefits from lower interest payments and decreased financing costs over the bond term (estimated average annual cash flow savings of $0.4M over the 18-year term, maturity date 3/1/2037), a reduction of $1.8 million in the Fund balance occurred in FY 2019-20 due to this refinancing initiative (cash outflow in excess of inflow due to payoff of original debt issuance).

3. **Reductions in Gas Tax receipts in comparison to net expenditures.**
Allocations of State Gas Tax have been difficult to project over the last decade due to factors such as electric vehicle sales growth. Year-over-year expenditures remained higher in comparison to the revenue, contributing to the increase in the deficit for this fund. This is partly due to the assumption that Full Time Equivalents (FTEs) staff allocated to Fund 181 would support capital projects and labor charges be reimbursed from other funding sources supporting various projects. However, the project support recovery had been relatively low compared to labor costs. Additionally, while HUTA revenues remained relatively stable in recent years, the revenues did decrease approximately 16% comparing FY 2022-23 of $5.1M to FY 2013-14 of $6.1M and did not keep pace with the rising costs associated with FTEs and other operating expenses.

State Gas Tax ($millions)	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
Revenue	$4.5	$5.8	$7.8	$24.4	$5.2	$5.0	$5.6
Expense	6.1	7.0	7.0	26.4	5.3	5.7	5.7
Net	$(1.6)	$(1.2)	$+0.8	$(2.0)	$(0.1)	$(0.7)	$(0.1)

FY17-18 and FY18-19 include RMRA activity. Bond Refunded in FY19-20.

As stated earlier in the report, State Gas Taxes are one source of funding for street and right-of-way maintenance and repair, and provide a material benefit to the City, supplanting the amount of General Fund revenue that would otherwise be required to fund needed repairs and improvements. It was never the intent of the gas tax legislation to completely eliminate an agencies' General Fund from paying for pavement repairs as each agency has a Maintenance of Effort requirement that it has to meet and certify annually. Therefore, staff recommend this one-time transfer from the General Fund of $3.3 million to straighten out the accounting with ongoing adjustments to expenditures in future budgets as necessary to ensure the State Gas Tax Fund has no deficit as of June 30, 2025.

STRATEGIC PRIORITIES

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

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

Staff projected at mid-year that the FY 2023-24 General Fund Operating Budget will likely generate a surplus with revenues anticipated higher than budget and some expenditure savings projected. This item would appropriate $3,300,000 of Transfer Out expenditures from available reserves to the Non-Departmental department and an estimated Transfer In revenue within the State Gas Tax fund of $3,300,000. Any unused revenues within the State Gas Tax Fund as at June 30, 2024, will remain as a spendable fund balance within that fund, and anticipated to be consumed in FY 2024-25 given the proposed budget for FY 2024-25 includes an excess of expenditure over revenues.

COMMITTEE OUTCOME

At their May 14, 2024 meeting, the Finance and Governance Committee unanimously recommended this item to Council.

Prepared by: Mark Sewell, Assistant City Treasurer / Assistant Chief Financial Officer

ATTACHMENTS

1. 06_04_24 Council Transfer of General Fund to Gas Tax Fund

INCREASE TO APPROPRIATIONS AND THE TRANSFER OF FUNDS FROM THE GENERAL FUND TO THE STATE GAS TAX FUND TO RESTORE THE STATE GAS TAX FUND BALANCE

City Council
June 4, 2024

Mark Sewell, Assistant Chief Financial Officer

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That City Council approve the transfer of funds from the FY 2023-24 General Fund (101) Operating Budget to the State Gas Tax Fund (181) in the amount of $3,300,000, to restore a fund balance deficit in the State Gas Tax Fund for prior year activity, as well as projected budgetary deficits in FY 2023-24 and FY 2024-25.

Finance and Governance Committee unanimously recommended this action on May 14, 2024.

BACKGROUND

- The City of Oxnard receives an annual allocation of State Gas Taxes pursuant to the Streets and Highways Code Section 2101.
- State Gas Tax reported as separate Fund.
- One of many funding sources for Streets and Right of way.
- State Gas Tax in deficit
  - $2.8 m in deficit as at June 30, 2023.
  - Deficit anticipated to grow to $3.3m by June 30, 2025.
- Recommend Transfer of $3.3m from General Fund in FY 2023-24.
- Future Budgets (from FY2025-26) to balance to anticipated Gas Tax Proceeds.

DISCUSSION – REASONS FOR DEFICIT

- New Road Maintenance and Rehabilitation (RMRA) Fund
  - Co-mingled until FY 2019-20
  - More revenue transferred out to RMRA than expenses
  - Left a deficit in State Gas Tax Fund.
- Bond Refunding in FY 2019-20
  - Impact on fund balance in FY 2019-20
  - "Saving" $0.4M annually in debt service
  - Other expenditures added to fund over time.
- Differences regarding City Labor recharges
  - Staff allocated to the State Gas Tax Fund
  - Recharges for eligible projects lower than budgeted.
  - Creates a short fall in revenues.

TRENDS OVER TIME

Table. 1 - Reported

Legacy Fund 181 (State Gas Tax)	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
Revenue	4.5	5.8	7.8	24.4	5.2	5.0	5.6
Expense	6.1	7.0	7.0	26.4	5.3	5.7	5.7
Net Change	**(1.6)**	**(1.2)**	**0.8**	**(2.0)**	**(0.1)**	**(0.7)**	**(0.1)**

Table. 2 – Remove Refunding debt

Strip out Refunding	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
Revenue	4.5	5.8	7.8	4.6	5.2	5.0	5.6
Expense	6.1	7.0	7.0	4.6	5.3	5.7	5.7
Net Change	**(1.6)**	**(1.2)**	**0.8**	**(0.0)**	**(0.1)**	**(0.7)**	**(0.1)**

Table. 3 - Underlying

Strip out Refunding and RMRA	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
Revenue	4.5	4.6	4.0	4.6	5.2	5.0	5.6
Expense	6.1	7.0	6.0	4.6	5.3	5.7	5.7
Net Change	**(1.6)**	**(2.4)**	**(1.9)**	**(0.0)**	**(0.1)**	**(0.7)**	**(0.1)**

Many Years of deficit balances have led to the $2.8m deficit balance as at June 30, 2023

DISCUSSION

- State Gas Taxes used to pay for streets and right of way projects
- Reduces the need for General Fund dollars
- Transferring now resolves a negative fund balance for FY 2023-24.
- Provides sufficient fund balance until June 30, 2025.
- Staff to review expenditures and revenues for balanced budgets for FY2025-26 and beyond.

RECOMMENDATION

That City Council approve the transfer of funds from the FY 2023-24 General Fund (101) Operating Budget to the State Gas Tax Fund (181) in the amount of $3,300,000, to restore a fund balance deficit in the State Gas Tax Fund for prior year activity, as well as projected budgetary deficits in FY 2023-24 and FY 2024-25.

Thank You

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CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS
AGENDA ITEM NO. L.1

DATE: June 4, 2024

TO: City Council

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

SUBJECT: Five Year Capital Improvement Program (CIP) for Fiscal Years 2025-2029. (30 minutes)

RECOMMENDATION

That the City Council provide input on the draft CIP and recommend that the City Council:

1. Hold a public hearing to receive public testimony regarding the proposed 2025-2029 City of Oxnard Five-Year CIP;
2. Approve the existing carryover CIP projects and the proposed new funding as outlined in the staff report for Category 1 projects;
3. Reaffirm the carryover CIP projects in Category 2;
4. Approve the project prioritization lists in Categories 3 and 4 outlined in the staff report and adopt the 2025-2029 City of Oxnard Five Year CIP; and
5. Direct staff to finalize the 2025-2029 CIP and General Fund/Measure O amounts for Category 4 projects once the City's FY 2024-25 operating budget has been completed as approved CIP funding allows.

(The Public Works and Transportation Committee on April 23, 2024, recommended the item to be forwarded to Council for discussion and review.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/euF2HZh7I4I

BACKGROUND

The Capital Improvement Program (CIP) is a key planning and budget forecasting document that addresses the City's capital (or major) infrastructure construction and repair needs over a 5-year rolling horizon. Contained within the present CIP are 124 projects, with 54 of those requesting new funds. The CIP is programmed over five years, with a total value of around $750 million. It should be noted that the CIP does not address routine maintenance activities, as these are typically included under operation and maintenance budgets. Also, certain assets like the City's vehicle fleet are not included in the CIP. The following are some examples of projects that fall under the umbrella of CIP projects:

- Construction and alteration of buildings
- Information technology (IT) infrastructure
- Stormwater Master Plan Update
- Park construction and playground equipment replacement
- Street and alley paving
- Traffic signal and controller upgrades
- Wastewater Treatment Plant improvements

The CIP essentially has two components: 1) The capital budget, which is the upcoming spending plan for capital items over a two-year period, and 2), the capital program, which is the roadmap or plan for anticipated yearly capital expenditures that extends five years beyond the first two fiscal years of the CIP. The capital budget will be included as a component of the FY 2024-25 City budget approval process to ensure operational budget needs and capital budget needs for common funds outside of Public Works' funding sources (i.e., General Fund and Measure O) are coordinated.

Challenges

There are many factors that affect municipal construction projects and, unfortunately, these can adversely impact project prices and schedules. Listed below are some of the present challenges that affect the CIP:

- Aging Infrastructure: The City of Oxnard is over 100 years old, and much of its infrastructure has aged past its useful service life. Streets, storm drains, utilities and buildings all have a limited service life.
- Competition for Funding: It should be remembered that the CIP does not account for all of the City's funding needs; there are many obligations and needs beyond capital projects that require significant financial resources, and it is within the City Council's judgment and authority to balance these needs with fiscally responsible decisions.
- Inability to Bond for Projects: Traditionally and historically, larger projects were funded through the issuance of municipal bonds that provided the upfront capital needed to perform the work. This common funding mechanism is used by all states, counties, and cities across the country. Unfortunately, this method of financing is presently not available to the City. A lawsuit by Moving Oxnard Forward, a political corporation, has put a freeze on the City's ability to bond for projects for the immediate future.
- Deferred Maintenance: Due to the competition for funding noted above, past capital budgets have not kept up with maintenance and replacement needs to keep City infrastructure at a serviceable level and, as a result, this work was postponed. The outcome of this, predictably, is that the list of projects needing to be completed is long and costly.
- Higher Construction Prices: The construction industry is experiencing increased project costs associated with sharp rises in materials pricing, labor, and higher bids received for construction work. Today's paving projects, for example, are being bid much higher than in recent years for a comparable amount of work.
- Long Lead Times: Since the pandemic, manufacturers have struggled with producing needed products fast enough to meet demand. This is especially true with some of the specialty products and materials that are widely used by municipalities, such as construction vehicles, motors and controls, and fluid handling equipment such as water valves. Some of these long lead times can delay a project by 18-24 months, which typically result in an increase in construction costs.
- Staffing Challenges: Another pandemic-era issue, like in many other workplaces, has been significant numbers of staff leaving City employment for other opportunities. Additionally, the hiring environment remains challenging, especially for highly technical fields such as engineering and project management. The result has been that the pace of capital project initiation and delivery has been slowed; this challenge is further explained, below, under Staff Workload.

Project Prioritization and Funding–What to Do, and When

Since there are many capital projects in the CIP, with limited funding and staffing resources to do them, projects must be sorted and prioritized. However, prioritization is generally not a simple or straightforward task. There are many factors that must be considered that involve things like health and safety, funding sources and their corresponding availability/timing, and City Council priorities. For example, from a health and safety perspective, it would clearly be a priority to keep drinking water systems in good, safe condition before building a park. However, from a funding deadline standpoint, a park project that is paid for by grants may need to be completed much sooner because of the timing requirements associated with the grant money.

To help sort out the challenges and variables that go into determining when a project should be done, staff has developed a recommended process for prioritizing projects in the CIP. The process involves categorizing the project, and then taking more detailed factors into consideration.

Functional Categorizations:

When a new CIP project is proposed, it's functional role within the City is determined, and then is placed into one of the following three priority categories:

- Priority 1 (Health and Safety): These projects are needed to maintain or improve human health or safety. Certain projects that keep the Wastewater Treatment Plant from malfunctioning are related to health, as untreated sewage can lead to critical impacts. Some of the Fire and Police projects fall into this category as well.
- Priority 2 (Asset Preservation): These projects are needed to maintain or protect existing assets. Projects like the Residential and Arterial Resurfacing Projects fall into this category.
- Priority 3 (New or Expanded Services): These are projects that create something new, like a new park, or increase the capacity of existing facilities, like larger water or sewer lines.

Once placed in these broader priority categories, staff then considers prioritization factors such as:

- Council and Community Priorities: The City Council has priorities for projects that are correlated with the priorities the City Council approved on March 16th, 2021. For example, one of the Council priorities approved on March 16th, 2021 was to "restore proper street paving cycle".
- Grant Funding: Generally, if there is grant funding secured and available, there is an inherent deadline for constructing the project. Letting grant money lapse is always a risk and, because of this, these projects are often given priority over projects that are funded in other, less time-dependent ways (such as with the General Fund).
- Urgency: Sometimes an existing asset fails before anticipated, and needs to be done on an accelerated basis. An example would be sewer manholes. Occasionally, these can collapse or fail catastrophically, and the repair must be done fast to restore sewer and road service back as soon as possible.
- Staff Workload Capacity and the "Slow Down" Memorandum: Even under hypothetically ideal conditions, such as if the entire CIP were completely and immediately funded, all of the City's capital projects could not be done at one time due to staff workload capacity; there would not be enough staff resources to handle all of the projects. High recent staff turnover coupled with the workload associated with existing ongoing projects limits the capacity to be able to take on a large amount of new work for at least the next two fiscal years. On February 7th, 2023, the City Council was provided a report from the City Manager that, among other things, recommended modifying the timelines of the Capital Improvement Projects. Addressing a backlog of capital projects, the content of the report established a threshold (or line) where anything "above the line" would move forward within the next couple fiscal years, and projects listed as "below the line" would be put on hold for the immediate future, pending additional staff workload capacity. The intention was to demonstrate the need to temper project delivery expectations and allow the City to catch up with existing projects before moving forward with others. It should be noted that assistants, in the form of consultants, can help ease the workload burden somewhat. However, the use of consultants to help move CIP projects along still requires a staff member to ultimately oversee and manage the project through the City's procurement and regulation process.
- Funding Sources and Bonding Ability: Oftentimes, City CIP projects are paid for with several different funding sources that, in combination, meet the full cost of the project. As an example, a new park could be funded with two or three separate State and Federal grants, City development impact (DIF) fees, and General Funds. As mentioned above, the present inability to issue municipal bonds to fund projects has put an additional constraint on the City's ability to obtain funds to do projects in a timely manner. At present, the City can no longer issue bonds and, consequently, the immediate capital to fund a large project is not available. Instead, the City has to scrape together existing, non-financed funding sources to pay cash for a given project. Also, aside from any funding challenges, these projects must be able to be done within the existing staff workload capacity.

To make sense of all this, for the present CIP cycle, staff has come up with four different groups of projects, termed "Project Categories" or, simply "Categories" for sorting and prioritizing purposes. These take into account both existing and new projects, funding sources, and the February 7, 2023 City Council Report mentioned above. The Categories are defined as follows:

Category 1:
These are already existing CIP projects and are identified as "above the line" in the Slow Down Memo. These projects

are ready to proceed, or are already moving forward, and/or already have funding approved through prior CIP budget processes per the established programming in the CIP;

Category 2:
Existing CIP projects, and identified in the Slow Down Memo as "below the line" or as recommended by City staff to be added as part of this current process. These projects have been previously approved and programmed in the CIP, but the start dates postponed due to the Slow Down Memo;

Category 3:
This category includes newly identified projects that have known funding, and are recommended by staff for inclusion in the CIP. If approved, they will be ready to proceed per the proposed programming in the CIP. Based upon the prioritization outlined above, these projects are recommended to be placed ahead of projects in Category 2;

Category 4:
This last category is made up of both existing and newly identified projects that have no identified funding, or are only partially funded. Some, such as the street and alley paving projects, are related to City Council priorities and are seen as candidates for supplemental funding, such as with General Funds and/or Measure O. These projects are listed in priority order based upon staff's recommendation. Funds made available for these projects during the citywide operating budget process will establish which, if any, of these projects will move forward in FY 2024/25 and/or FY 2025/26. If funded, based upon the prioritization outlined above, these projects are recommended to be placed ahead of projects in Category 2. See below for additional details about this process.

Generally, prioritization is easiest with Category 1 projects, as they have already been vetted through previous CIP approvals, are funded, and their limiting factor to completion is mostly that of staff workload. On the other hand, prioritization is somewhat less straightforward when considering the other Categories. For example, it must be determined whether a new Category 3 project should be placed ahead of a longer-established Category 2 project. Staff is recommended they be, but this is ultimately a City Council decision. Similarly, some projects in Category 4 are considered high priority, such as the street and alley paving projects, but additional funding would need to be approved by the City Council for these projects to proceed. For such projects, Council must consider whether they should be supplemented with other sources, such as General Funds and/or Measure O.

A list of projects associated with each Category is included as an attachment.

<u>The CIP Development Process</u>

Staff is following a structured approach to prepare the CIP, as follows:

1. Departments identified requested capital improvements and submitted those to the CIP working group in Public Works Engineering. The departments clarified the requested scope of work, and Public Works staff confirmed whether the requested repair or change would be the right fix for the problem.
2. Reviewed projects for conformity with the General Plan, master plans, and other needs assessments.
3. Preliminary review of cost estimates and recommended priorities for funding.
4. Updated the entire CIP document, utilizing the City's newer Tyler and OpenGov tools.
5. Present the proposed CIP to the PW&TC Committee on April 23rd, 2024 for input and consideration.
6. Present the CIP projects to the Planning Commission. 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. Since the Planning Commission date has not been held as of the time this staff report was published, a draft of the Planning Commission's resolution making this finding is attached to this staff report.
7. Present the draft CIP to the City Council for adoption.
8. Return to the City Council with a "receive and file" of the final CIP book after July 1, 2024, if necessary.

DISCUSSION

In addition to introductory narratives and their associated graphics, the CIP document contains the complete set of capital projects, each displayed in a one-page per project format that summarizes the project's key information. 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. Within each category, the projects are listed alphabetically. A project page includes the following data:

- The project title
- Location
- Council district(s) impacted (or a project may have citywide benefit)
- Project description
- A project location map inset
- Purpose and need
- Relevant category and goal of the General Plan
- Fiscal years the project will span
- Funding source and cost estimate for each fiscal year
- Priority level
- Name and contact information for the responsible Project Manager

Although this is a five-year CIP, unless already approved for funding in prior years, only those projects with funds shown in fiscal years 2024-25 & 2025-26 will be considered for new funding. This allows for a two-year development period between CIP updates, ensuring efficient use of staff time between cycles, and better capital project planning since they are not typically one-year projects. Projects in subsequent fiscal years including and beyond 2026-27 will return to the City Council for funding consideration with future CIP updates. Projects that were previously approved by the City Council in prior years that have yet to be finished will continue to be included in the CIP document until their completion.

Projects under Category 4 warrant special consideration, in that they are important and a majority of them correlate to City Council priorities; however, the amount of funding available in FY 24/25 (and FY 25/26) is limited due to other competing operating priorities and the inability to fund projects via the issuance of bonds. As such, the funding of Category 4 projects will be contingent upon the final disposition of the City's overall operating budget. Stated another way, once the City's overall operating budget is approved, knowing any available funds that are left to be used for projects in Category 4 will allow Public Works staff to determine which of these projects can be approved for funding and which cannot, i.e. "where to draw the line". At a minimum, Public Works staff recommends funding the street paving projects in Category 4 to ensure the current Pavement Condition Index for the City does not drop off below its present Pavement Condition Index (PCI) of 67. In the case of these paving projects, this amounts to approximately $17 M. Lastly, it should be noted that projects listed in Category 4 are listed in an order of priority per staff recommendation and, once approved by City Council, will be funded in that order until the leftover General Funds are accounted for or as modified by the City Council.

On a parallel track to the CIP process, Public Works staff is working toward holding a number of Neighborhood Council meetings to discuss with them the use of Quimby funds for parks. The reason this process is being handled outside that of the CIP is that staff recommends the Quimby effort include targeted public outreach to gather input from the neighborhoods, as well as comments from the Parks/Recreation Commission; the timeline for accomplishing this is well outside that of the CIP. Once the parallel Quimby process is complete, any new parks projects will be added to the CIP via a separate action item to PWTC and City Council later this calendar year. To accommodate the potential for new projects, the CIP will allow for keeping some staff workload capacity available until the Quimby parks projects are finalized.

Generally, projects in Category 1 will require no further discussion, as they are already established and funded in the CIP. Conversely, the projects in the other Categories will require some level of consideration, particularly with Category 4 projects, as discussed above, to establish funding priority.
In summary, the steps to adopt the CIP are as follows:

1. The City Council receives project lists and staff recommendations regarding funding priority for Categories 2, 3, and 4
2. City Council approves staff recommendations, or direct staff to incorporate changes;

3. City Council approves final list of projects and funding (with changes, if necessary);
4. City Council adopts the CIP projects and funding amounts, including the proposed amounts of General Fund and Measure O funds to be directed to the CIP, should those funds be realized during the Operating Budget process

There are a number of CIP projects that have been completed, or that will be complete by July, 2024; a list of these is included as an attachment to this staff report.

Please note that the following items from the Public Works and Transportation Committee staff report have been updated.

1. New Senior Center: Updated current construction rough order of magnitude estimates to better reflect present-day costs and proposed out-year funding recommendations
2. ATS - PD Generator: This project was previously listed in two different places in the documents presented to the PWTC and now is consolidated into one project listing. This was done because both previous projects were different aspects of work ("project within a project") for the same generator unit.
3. Wilson Park: Added to CIP list. This is partially funded/included under another CIP project (Playground Replacement) but warrants its own listing due to the larger scope of improvements needed beyond the replacement of playground equipment.
4. Estimates for Fire Station #3 were re-programmed to FY 2026-27 to reflect the current estimated timeline and expected bond revenue for this project.
5. Estimates for the Aquatic Center were re-programmed to FY 2027-28 to reflect the current estimated timeline and expected bond revenue for this project.
6. Sports Park project added to Category 3 to reflect $1.5M in designated funding previously approved by the City Council.
7. Greenbelt LMD 43 Lighting Replacement: Re-program funding from FY 2024-2025 to FY 2028-2029, and reduce the allocated amount from $225k to $175k.
8. Seabridge Light Replacement: Move to Category 4 Unfunded list. Community has requested that Special Districts re-scope this project.
9. Oxnard Trail Light Replacement Phase II: Move to Category 4 Unfunded list. Special Districts has requested this project be moved to Category 4 Unfunded, to allow for the collection of funds through the assessment process.

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 fiscal impact is outlined in the project sheets for each of the proposed and continued CIP projects.

There is no financial impact for Category 1, because these projects have been previously approved by City Council, with funding allocated at that time, and no new amounts are being requested.

Category 2 is very similar; these projects have been approved, and their funding has been allocated already. Notably, these Category 2 projects were approved by Council to be lower priority such that they were placed "below the line", to be done at a later time.

Category 3 projects include those that were recently proposed for this present CIP cycle by the various Departments. Projects in this category have funding identified and are of such a priority that staff suggests that this Category of projects be given a higher priority than Category 2.

Category 4 is a list of projects, some with high priority, that presently have partial or no new identified funding associated with them. Staff recommends that these be funded, in order of listed priority, once the budget cycle is finished and it is known how much, if anything, remains in the General Funds/Measure O from the operating budget. Priority of some of the projects, particularly the paving projects, is such that staff recommends that they be placed in priority ahead of those

in Category 2.

Additionally, projects approved by the City Council in prior fiscal years that have not yet been completed will have their respective unencumbered budgets rolled forward.

COMMITTEE OUTCOME

The Public Works and Transportation Committee took action on April 23, 2024 to forward the agenda item to the City Council for review and discussion as outlined in the staff report. The Committee chose not to provide staff with any direction or comments related to the recommended actions during their meeting because it was agreed that the full Council should be present for the consideration of these items.

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. CIP Planning Resolution DRAFT
2. Sample Project Sheet_C2205 - 223102 Arterial Street Resurfacing
3. Sample Project Sheet_C2523 - Oxnard Historic Farm Park Playground Replacement
4. CIP 24-29 Projects By Category - Category 1 - Above the Line Projects
5. CIP 24-29 Projects By Category - Category 2 - Below the Line Projects
6. CIP 24-29 Projects By Category - Category 3 - New Projects with Identified Funding
7. CIP 24-29 Projects By Category - Category 4 - New and Existing Projects with Partial or No New Identified Funding
8. Fiscal Year 23-24 Accomplishments
9. Presentation

RESOLUTION NO. 2024-__

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD FINDING THAT ALL OF THE PROJECTS IN THE PROPOSED 2025-2029 CITY OF OXNARD FIVE YEAR CAPITAL IMPROVEMENT PROGRAM ARE IN CONFORMITY WITH THE 2030 GENERAL PLAN AND COASTAL LAND USE PLAN

WHEREAS, the Oxnard Planning Commission approved a Resolution on XXXX, 2024, finding that the projects listed in the 2025-2029 City of Oxnard Five Year Capital Improvement Program (the "2025-2029 CIP") were in conformity with the City's 2030 General Plan and Local Coastal Land Use Plan; and

WHEREAS, the 2025-2029 CIP is designed to serve as both a financial and project planning document; and

WHEREAS, Government Code Section 65401 requires that the Planning Commission review all capital projects that will be planned, initiated or constructed during the ensuring fiscal years for conformity with the General Plan and Local Coastal Land Use Plan; and

WHEREAS, Government Code Section 65402 requires that real property acquisition or disposition, street vacation or abandonment, public building or structure construction be consistent with the General Plan and Local Coastal Land Use Plan as to location, purpose and extent; and

WHEREAS, the 2025-2029 CIP identifies various potential public projects, which are consistent with the 2030 General Plan and Local Coastal Land Use Plan; and

WHEREAS, the 2025-2029 CIP adds projects that were not previously included in previous versions of the CIP; and

WHEREAS, the 2025-2029 CIP General Plan and Coastal Land Use Plan conformity determination report is not a "project" subject to review under the California Environmental Quality Act (CEQA) because it can be seen with certainty pursuant to CEQA Guidelines Sections 15061(b)(3) and 15378(b)(4) that there is no possibility that a determination of General Plan and Local Coastal Land Use Plan consistency report may have a significant impact on the environment as the proposed 2025-2029 CIP is a government funding document that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and

WHEREAS, as required by CEQA, environmental review will be conducted prior to construction of the individual projects identified within 2024-2029 CIP. Any required environmental documents will be prepared pursuant to CEQA as part of project permit

DRAFT

processing or at any other point in time as required by CEQA.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard reviewed the proposed 2024-2029 CIP and finds that all of the projects within that 2024-2029 CIP conform with the 2030 General Plan and Local Coastal Land Use Plan.

PASSED, APPROVED and ADOPTED by they Planning Commission of the City of Oxnard on this XXXXh, 2024, by the following vote:

_____
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 this XXXX, 2024, and carried by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

_____
Joe Pearson II, Secretary

DRAFT

Arterial Street Resurfacing

Transportation & Drainage

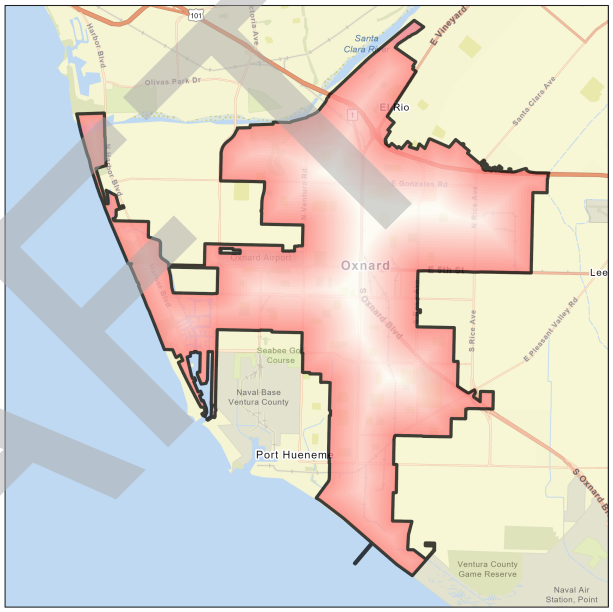
A

Multiple

Council District(s): Citywide

Project Description:

Preventative maintenance for several arterial streets throughout the City.



Purpose and Need:

This project aims to maintain the City's arterial pavement at the target PCI to prevent premature deterioration.

	PREVIOUS	CAPITAL IMPROVEMENT PLAN					FUTURE
	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
Funding							
101 - 101 - GENERAL FUND	$4,950,392	$7,200,000	$7,200,000	$0	$0	$0	$0
104 - 104 - HALF CENT SALES TAX - MEAS O	$3,328,400	$0	$0	$0	$0	$0	$0
185 - 185 - ROAD MAINT & REHAB ACT FUND (RMRA)	$9,664,284	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$0
314 - 314 - 2014 LEASE REV BOND FUND	$0	$0	$0	$7,200,000	$7,200,000	$7,200,000	$0
315 - 315 - 2006 TAB HERO/SW/ORMOND FUND	$975,066	$0	$0	$0	$0	$0	$0
FUNDING TOTAL	**$18,918,142**	**$9,200,000**	**$9,200,000**	**$9,200,000**	**$9,200,000**	**$9,200,000**	**$0**

Responsible Staff Member:

Asitha Withanage

Title: Senior Civil Engineer

Phone: (805) 385-7880

Email: asitha.withanage@oxnard.org

Funding Priority Level

1 **2** 3

Asset Preservation

DRAFT

Oxnard Historic Farm Park Playground Replacement

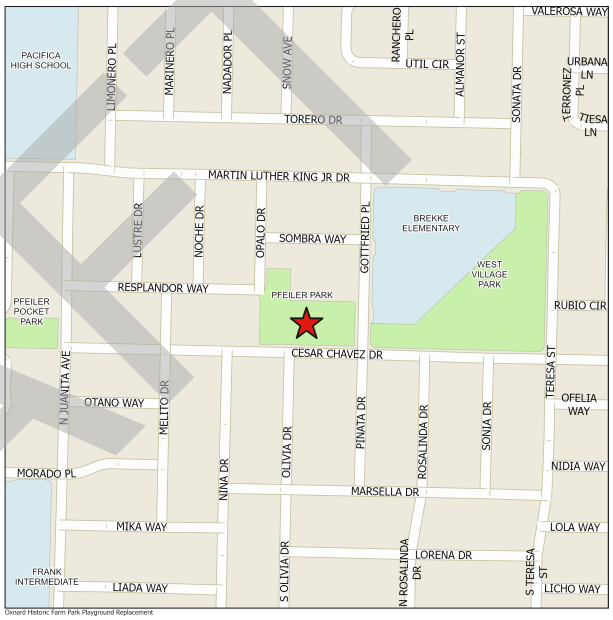
Parks & Open Space

1280 Opalo Dr

Council District(s): 3

Project Description:

Replace the existing playground structure and surfacing generally within the existing playground footprint within LMD 51.



Phase:

Planning/Design FY 25-26, $100,000.00
Construction FY 26-27, $400,000

Purpose and Need:

The existing play equipment has reached the end of its useable life and is in need of replacement.

	PREVIOUS	CAPITAL IMPROVEMENT PLAN					FUTURE
	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
Funding							
120 - 120 - MAINT ASSMNT DIST LMD/CFD	$0	$0	$250,000	$250,000	$0	$0	$0
FUNDING TOTAL	**$0**	**$0**	**$250,000**	**$250,000**	**$0**	**$0**	**$0**

Responsible Staff Member:

Brandon Lopez

Title: Project Manager

Phone: (805) 200-5405

Email: brandon.lopez@oxnard.org

Funding Priority Level

1 **2** 3

Asset Preservation

DRAFT

CATEGORY 1: Above the Line Projects

Buildings

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	New Funding Source
1	City Hall and Annex Exterior Improvements	Assess the existing City Hall & Annex buildings structure and enhance the exterior facade.	The exterior of City Hall is in need of remidiation and repair. Enhacements to the facade will also help aesthetically unify City Hall with the adjacent City campus buildings.	$ 600,000	**$ -**	**$ -**	$ -	$ -	$ -	
2	Civic Center West Wing Building Improvements	Replacement of the roof, repair of the elevator, asbestos removal in ceiling tiles and flooring on the 2nd and 3rd floors, and repair of the heating, ventilation and air conditioning (HVAC) as well as the energy management system (EMS) for the entire Civic Center West Wing building.	The top two floors of the Civic Center West Wing are currently unoccupied due to the presence of asbestos material in the ceiling system and floors, a leaking roof, and an unreliable elevator and HVAC system.	$ 4,300,000	**$ -**	**$ -**	$ -	$ -	$ -	
3	CUPA Improvements at River Ridge Golf Course	Implement required CUPA improvements to existing fuel tanks located at River Ridge Golf Course	Improvements are required by Certified Unified Program Agency (CUPA) which is a local agency certified by CalEPA to implement and enforce six state hazardous waste and hazardous materials regulatory management programs.	$ 150,000	**$ 150,000**	**$ -**	$ -	$ -	$ -	Golf Course Operating
4	Police Station Emergency Backup Generator	Replace the existing generator at Police Headquarters with a 305kW generator.	The new generator will allow this critical facility to retain its serviceability in the event of a power outage and continue performing its required public safety and emergency operational functions.	$ 1,491,115	**$ -**	**$ -**	$ -	$ -	$ -	
5	Fire Station 4 Rebuild	Rebuild Fire Station 4 to expand apparatus bays, staff dormitories, parking for staff, offices and storage for personal protection equipment.	Development of mid-rise buildings and the increased population in the City's north end require a fire truck response to calls. Currently, Fire Station 4 cannot accommodate the apparatus or personnel and must be rebuilt to best protect life and property in the area.	$ 5,250,000	**$ -**	**$ -**	$ -	$ -	$ -	
6	Fire Station Alerting System Replacement	Replace aging and failing fire alerting system at six fire stations.	The current alerting systems are no longer manufactured; three are borrowed from Ventura County Fire. Alerting systems announce over a loudspeaker that a 911 call has occurred and trigger the response.	$ 750,000	**$ -**	**$ -**	$ -	$ -	$ -	
7	Oxnard Aquatic Center	Construct a state-of-the-art aquatic facility in South Oxnard featuring a 50-meter competition pool and recreation pool(s) designed for use by all ages, abilities, and levels of experience.	Provide social, recreational, and fitness opportunities to Oxnard residents with the ability to host local classes and regional competitions.	$ 5,000,000	**$ -**	**$ -**	$ -	$ 57,000,000	$ -	
8	Oxnard Fire Stations No. 2, 3, 5	Construct new expanded Fire Stations No. 2, 3, and 5.	Fire Stations No. 2, 3, and 5 have reached the end of their serviceable life and must be rebuilt in order to ensure the Fire Department has adequate facilities and resources to best protect life and property throughout the City.	$ 3,517,589	**$ -**	**$ -**	$ 22,000,000	$ -	$ -	
9	Oxnard Transit Center Improvements	This project consists of upgrades to the signage, new landscaping, interior building renovations, upgrades to the exterior security lighting and security cameras, and ADA improvements.	The Oxnard Transit Center is heavily used daily by commuters and tourists and these parking lots are in poor condition with numerous cracks and potholes. Additionally, the lighting and security cameras would improve safety for the users.	$ 2,265,000	**$ -**	**$ -**	$ -	$ -	$ -	
10	River Ridge Clubhouse Roofing Replacement and Exterior Improvements	Replace roof and damaged decorative/structural beams on exterior of the River Ridge Clubhouse Facility including painting the exterior of the facility.	The facility was originally built in 1986, and the roof along with all exterior design features and structural supports have never been replaced or inspected. Replacement of this roof and support beams will work towards asset preservation and prevent future more costly repairs.	$ -	**$ 1,200,000**	**$ -**	$ -	$ -	$ -	Golf Course Operating
11	Durley Park Improvements	Restoration to Durley Park and the addition of amenities including a new bike pump track, skate park, and a community walking track.	This project will utilize the State Park Program grant funds to increase recreational opportunities and enhance Durley Park.	$ 7,092,300	**$ -**	**$ -**	$ -	$ -	$ -	

Parks & Open Space

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	New Funding Source
12	Central Park Fountain Control Room Renovation	The Central Park Fountain needs several repairs including replacing the existing fountain control system and placing the controls above ground, waterproofing the underground vault, upgrading the fountain lights to LED, repairing the water level auto-filler, repairing the chemical injection system pressure, and replacing the pressure differential.	This project would bring the fountain into working order. The current fountain control system is over 10 years old and certain parts of the system are no longer manufactured.	$ 600,000	**$ -**	**$ -**	$ -	$ -	$ -	
13	Community Center East Park Improvements	Replace the play structure, install new LED security lighting throughout the park, resurface the parking lot, construct a new restroom, and install new park amenities.	The playground was built in the 1980s and is in need of replacement, additional lighting is needed for added park security, and placing the new restroom closer to the parking increased convenience and safety.	$ 857,922	**$ -**	**$ -**	$ -	$ -	$ -	
14	Playground Replacement	Replacement of 6-7 aging and damaged playgrounds at various parks located throughout the City every Fiscal Year.	Many of the City's playgrounds are dilapidated and in need of replacement to ensure children have a safe place to play.	$ 4,137,600	**$ -**	**$ -**	$ -	$ -	$ -	

Parks & Open Space (Continued)

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	New Funding Source
15	Campus Park Activation	Activate Campus Park and construct a new BMX pump track, skate park, basketball courts, pelota Mixteca court, playground, performing arts amphitheater/pavilion, multi-use field/meadow, community garden, public art, walking trails, creek, parking lot and stormwater improvements, and lighting and landscaping throughout the park.	This project will utilize the State Park Program Round 3 grant funds to increase recreational opportunities in the Fremont South and surrounding neighborhoods.	$ 8,500,000	$ -	$ -	$ -	$ -	$ -	
16	Campus Park Enhancement (Ph. III)	Funding for Phase III elements of Campus Park. Includes the dog park area, community garden, signage, restroom, landscaping, irrigation, hardscaping. Uses some of Ph. II as match.	Campus Park requires additional funding to complete.	$ -	$ -	$ -	$ 3,976,000	$ -	$ -	
17	Seaview Park Improvements	Install new walking path/track, new LED lighting and new restrooms. New all-inclusive play area to accommodate ages 2 through 5 and ages 5 though 12 years old.	New improvements will help meet the demand for the increased use at this park.	$ 2,227,623	$ -	$ -	$ -	$ -	$ -	
18	Skatepark in Colonia	Construct a new skatepark in La Colonia capable of hosting professional-level sanctioned skating events.	The creation of a skatepark suitable for Professional-level athletes and others that would serve as a regional destination able to host various sanctioned events.	$ 4,500,000	$ -	$ -	$ -	$ -	$ -	
19	Oxnard Tennis Center Improvements	Reconstuction of eight tennis courts at the Oxnard Tennis Center.	The tennis courts have reached the end of their useful life. They are cracked and lifting and many have become unusable.	$ 1,500,000	$ -	$ -	$ -	$ -	$ -	
20	Pleasant Valley Park Playground	Replacement of the aging and damaged playground at Pleasant Valley Park.	The Pleasant Valley Park playground is dilapidated and in need of replacement to ensure children have a safe place to play.	$ 600,000	$ -	$ -	$ -	$ -	$ -	
21	Riverpark Irrigation Control System Replacement	Replace irrigation control systems including pumps and VFDs.	Many of the Riverpark irrigation control systems are past their usable life spans of eight years and are starting to malfunction. Also, Riverpark panels are on a 2G network, but the manufacturer no longer supports this product.	$ 480,000	$ -	$ -	$ -	$ -	$ -	
22	Greenbelt LMD 43 Lighting Replacement	Replace the outdoor lighting along the greenbelt off Williams Drive in Landscape Maintenance District (LMD) 43.	LMD 43 has a lighting system with an aging infrastructure where replacement fixtures are not available. A complete replacement is needed.	$ 75,000	$ -	$ -	$ -	$ -	$ 175,000	LMD 43

Information Technology

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	New Funding Source
23	Upgrade Citywide Radio Infrastructure	Upgrade the citywide police radio infrastructure to a Project 25 (P25) system to support interoperable two-way radio products.	P25 radios are a direct replacemet for exisitng analog radios and the citywide antenna upgrade will allow for use of the new equipment along with the transfer of both data and voice among police officers and dispatchers.	$ 4,000,000	$ -	$ -	$ -	$ -	$ -	

Transportation & Drainage

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	New Funding Source
24	Rice Avenue & Fifth Street Railroad Grade Separation	Construct a six-lane bridge on Rice Avenue over Fifth Street/State Route 34 and the Union Pacific Railroad tracks. Project will also include Class II street bicycle lanes, signal improvements at Sturgis Road, and ADA improvements.	Improve safety by eliminating at-grade railroad crossing.	$ 6,491,096	**$ 95,900,000**	$ -	$ -	$ -	$ -	Grants
25	4th Street Mobility Improvements	Widen sidewalks, replace and upgrade streetlights, install Class I and IV bike lanes along 4th Street from Oxnard Blvd. to C Street, and improve bus stop at 4th Street and B Street. Includes installation of restrooms adjacent to parking structure and upgrades to the OTC, which will include bike lockers, improved walkways and better overall accessibility and visibility.	This project is intended to promote and accommodate more pedestrians and bicyclists to access downtown Oxnard by utilizing this portion of 4th Street. Improvements are intended to enhance connectivity of the Oxnard Transit Center and expand local and regional use.	$ 5,126,675	$ -	$ -	$ -	$ -	$ -	
26	Etting Road Bicycle & Pedestrian Facilities Installation	Install new Class II street bike lanes, sidewalks, crosswalks, flashing pedestrian beacons, and ADA improvements along Etting Road. Project estimate was increased by 30% due to construction cost increases from previous fiscal year.	Improve bicyclist and pedestrian safety and convenience.	$ 1,719,222	$ -	$ -	$ -	$ -	$ -	
27	Oxnard Boulevard Bicycle Facilities Installation	Install Class II street bicycle facilities on Oxnard Boulevard from US 101 to Gonzales Road. Project will also add sidewalk, signing, striping, and ADA improvements. Project estimate was increased by 30% due to construction cost increases from previous fiscal year.	Provide bicycle facilities identified in the City's Bicycle and Pedestrian Facilities Master Plan and improve convenience and safety for bicyclists and pedestrians.	$ 2,747,978	$ -	$ -	$ -	$ -	$ -	
28	Ramona Preschool Pedestrian Crossing Enhancements	Install curb extensions, crosswalks, flashing pedestrian beacons, signage, and ADA improvements at intersections adjacent to Ramona Preschool.	Install pedestrian facilities at intersections adjacent to Ramona Preschool to enhance crosswalks and increase school-age pedestrian safety.	$ 640,936	$ -	$ -	$ -	$ -	$ -	
29	Stormwater Catch Basins Full Capture Devices	Install full-capture trash devices in storm water catch basins to prevent trash from entering adjacent waterways.	This is a requirement for compliance with the State trash amendment and the Municipal Separate Storm Sewer System (MS4) permit.	$ 830,000	$ -	$ -	$ -	$ -	$ -	

Transportation & Drainage (Continued)

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	New Funding Source
30	US 101/Del Norte Interchange Upgrade	Update the previous Project Report (2007) and environmental work for the US 101/Del Norte Interchange. The initial work will update previous design details and environmental review to help recommend a preferred alternative to move to the next stage in the Caltrans project approval process.	Bridge was determined to be in need of upgrading by Caltrans.	$ 250,000	**$ -**	**$ -**	$ -	$ -	$ -	
31	Bicycle & Pedestrian Facilities	Install Class II and Class III street bicycle lanes, bicycle detection, and pedestrian improvements including curb extensions, signage, striping and ADA improvements within the Northeast Community and along Cloyne Street.	To improve bicyclist and pedestrian safety.	$ 1,654,187	**$ -**	**$ -**	$ -	$ -	$ -	
32	Downtown Bus Stop Improvements	Downtown Oxnard Transit Amenities Improvements	This project will improve bus stop amenities by adding bus shelters, seating, lighting, real-time arrival signs, bike racks, and trash receptacles.	$ 175,835	**$ 540,559**	**$ -**	$ -	$ -	$ -	Grant
33	Adaptive Traffic Signals	Install additional vehicle detection and increase underground conduit sizes at 33 traffic signals to allow for adaptive signal software. The project also includes new traffic counts needed to establish baseline measurements and calibrate the system operations.	City Council already approved an adaptive traffic signal system on Rose Avenue and Gonzales Road for all 33 signalized intersections. Traffic signal system cabinet controllers were replaced with adaptive controllers in FY 20-21. The remaining items allow for completion of the project.	$ 1,852,000	**$ -**	**$ -**	$ -	$ -	$ -	
34	Citywide Intersection Improvements	Construct traffic signal improvements at ten intersections: Rose/Bard, Ventura/Doris, Rice/Camino del Sol, Gonzales/Solar, Gonzales/Lombard, Harbor/Fifth, C Street/Pleasant Valley, Saviers/Laurel, Rose/Camino del Sol, and Vineyard/Esplanade. Work including new signal poles, mast arms, signal heads, protected left-turn phasing, LED lighting, and detection loops.	Upgrade existing traffic signal standards and improve sidewalk facilities to improve traffic flow and safety.	$ 2,998,600	**$ -**	**$ -**	$ -	$ -	$ -	
35	Five Points Intersection Traffic Signal Rehabilitation	Perform Immediate Rehabilitation Needs Such as Wiring, Cabinet, communications, head replacements.	Upgrade existing traffic signal standards and improve sidewalk facilities.	$ 100,000	**$ -**	**$ -**	$ -	$ -	$ -	
36	Intelligent Transportation Systems (ITS) Traffic Signal Improvements	Modernize the existing Traffic Signal technology and incorporate Intelligent Transportation System (ITS) upgrades.	ITS technologies advance transportation safety and mobility and enhance driver productivity by integrating advanced communications technologies into transportation infrastructure and vehicles.	$ 750,000	**$ -**	**$ -**	$ -	$ -	$ -	
37	Oxnard Boulevard & Saviers Road Signal Improvements	Construct traffic signal improvements at five intersections along Oxnard Boulevard and Saviers Road: Oxnard/Fifth, Saviers/Elm, Bryce Canyon, Bard, and Pleasant Valley Road. Project includes new signal poles, mast arms, signal heads, protected left-turn phasing, LED lighting, and detection loops. Project estimate was increased by 30% due to construction cost increases from previous fiscal year.	Upgrade existing traffic signal standards and improve sidewalk facilities to improve traffic flow and safety.	$ 1,692,315	**$ -**	**$ -**	$ -	$ -	$ -	
38	Safe Routes to School Safety and Enhancements	Install pedestrian facilities at several schools including Curren Elementary, Fremont Middle, Harrington Elementary, Kamala Elementary, and Lemonwood Elementary. Education and encouragement non-infrastructure work will include schools Citywide.	Install pedestrian facilities at intersections adjacent to Schools to enhance crosswalks and increase school-age pedestrian safety.	$ 1,981,000	**$ -**	**$ -**	$ -	$ -	$ -	
39	Stormwater Conveyance Improvements along Oxnard Boulevard	Install an approximately 250 foot long concrete v-ditch along Oxnard Boulevard to the north of Pleasant Valley Road and replace the existing wall along the drainage channel	This project will help improve drainage in the Southeast neighborhood	$ 800,000	**$ -**	**$ -**	$ -	$ -	$ -	
40	Storm Drain Improvements Citywide	Update to City Master Plan of Drainage to identify areas within the storm drain system seeking improvement.	This project would improve drainage in several areas throughout the City as noted by the Storm Drain Master Plan.	$ 1,150,000	**$ -**	**$ -**	$ -	$ -	$ -	

Utilities

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	New Funding Source
41	Wastewater Collection: Gravity Main Improvements	This project addresses aging infratructural and operational constraints identified in the 2016 Integrated Master Plan.	Infrastructure and Community Services	$ 1,000,000	**$ 5,000,000**	**$ -**	$ -	$ -	$ -	State Revolving Loan
42	Wastewater Collection: Sewer Manhole Rehabilitation and Replacement	This project addresses aging infratructural and operational constraints identified in the 2016 Integrated Master Plan.	Infrastructure and Community Services	$ 810,000	**$ 3,000,000**	**$ 500,000**	$ -	$ -	$ -	Wastewater Enterprise Fund
43	Wastewater Collection: UPRR Central Trunk Sewer Pipe Replacement	Replace damaged section of the Central Trunk sewer pipeline and rehab exiting manholes at the Fifth Street railroad crossing. All work shall be completed in coordination with the Union Pacific Railroad (UPRR)	Constructed in 1960s, the central trunk sewer pipeline at the Fifth Street railroad crossing was damaged during the March 2017 storm event. As a short-term solution, the City installed a temporary sewer pipe. This project will replace the damaged line with a new sewer main in compliance with UPRR standards.	$ 3,250,528	**$ -**	**$ 2,000,000**	$ 1,600,000	$ -	$ -	Wastewater Enterprise Fund
44	Water Distribution: Automated Meter Infrastructure Replacement	Replace the City's water meters and reading system with Advanced Meter Infrastructure (AMI) to increase reliability, capture low flows, reduce operational costs, and improve customer access to water usage information.	This project will modernize the City's system as most of the 43,000 meters are beyond their useful life cycle and the technology is obsolete. Greater water conservation will be possible as customers can access their water consumption data.	$ 21,725,000	**$ -**	**$ -**	$ -	$ -	$ -	

Utilities (Continued)

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	New Funding Source
45	Wastewater OWTP: Outfall Repair	Repair multiple cracks in the OWTP Outfall and replacement of the outfall balast.	This project addresses cracks that were discovered during the 2021 and 2022 annual inspections of the OWTP Outfall.	$ 1,500,000	**$ -**	**$ 2,000,000**	$ -	$ -	$ -	Wastewater Enterprise Fund
46	Wastewater OWTP: Primary Clarifiers and Activated Sludge Improvements	The project includes structural improvements to both processes, an odor control system on the primary clarifiers, improved access and safety measures, a new aeration system in the activated sludge basins, and overall improvements to each treatment process.	This project addresses aging infratructural and operational constraints identified in the 2016 Integrated Master Plan. Changes to the treatment process will allow for the decommissioning and demolition of the bio-towers.	$ 8,102,584	**$ 21,000,000**	**$ 21,000,000**	$ 500,000	$ -	$ -	State Revolving Loan
47	Environmental Resources: Scale House and Truck Weigh Scale Replacement	Construct a new scale house at the Del Norte Regional Recycling and Transfer Station and replace the Truck Weigh Scales.	The project will enhance functionality of the facility and improve scale house operations, truck weigh scale accuracy and performance, and vehicle circulation issues.	$ 3,626,216	**$ -**	**$ -**	$ -	$ -	$ -	
48	Recycled Water: AWPF Improvements and Expansion	Improvements at the AWPF to improve operations and additional treatment to optimize indirect potable reuse. Expansion of the AWPF to 15 million gallons per day.	As a key element of the City's Groundwater Recovery Enhancement and Treatment (GREAT) Program, the Advanced Water Purification Facility (AWPF) improvements will fully utilize recycled water to provide supply resiliency and cost stabilization for the future	$ 250,000	**$ 250,000**	**$ 750,000**	$ -	$ -	$ -	Water Resource Fee
49	Wastewater Collection: Lift Station Improvements	Improvements to multiple lift stations within the wastewater collection network includes new electrical panels and controls, wet well coating, improved site security and access, flow meter, pump and pipework replacement, and site improvements.	In November of 2020 a condition assessment of each lift station was completed by City Staff. Following the assessment a scope of work for each lift station was developed and prioritized.	$ 6,080,000	**$ 3,700,000**	**$ 500,000**	$ 4,000,000	$ -	$ -	Wastewater Enterprise Fund
50	Wastewater OWTP: Digester/Cogeneration Improvements	Rehabilititation of the anaerobic digesters at the OWTP. This project will be completed in phases, starting with Digestor No. 1 and finishing with Digester No. 3.	This project addresses aging infratructural and operational constraints identified in the 2016 Integrated Master Plan.	$ 100,000	**$ 500,000**	**$ 1,000,000**	$ 7,000,000	$ 1,500,000	$ 7,000,000	Wastewater Enterprise Fund
51	Wastewater OWTP: Effluent Pump Station Improvements	The project includes a pump assessment and gravity outfall efficiency study and system improvements.	The effluent pump station building is currently in disrepair, the gas powered engines are no longer supported, and spare parts are not available. This project will explore the feasibility of a gravity outfall to the ocean in an effort to increase the overall reliability of effluent disposal.	$ 7,250,000	**$ -**	**$ -**	$ 7,000,000	$ -	$ -	
52	Wastewater OWTP: Headworks Variable Frequency Drives (VFD) Replacement	Replacement of four (4) existing variable frequency drives (VFD) located at Headworks area of the Oxnard Wastewater Treatment Plant (OWTP).	The VFDs at the Headworks area of the OWTP are aging and unreliable. They need to be replaced in order to keep the treatment facility in functioning order.	$ 4,000,000	**$ -**	**$ -**	$ -	$ -	$ -	
53	Wastewater OWTP: Reliability Improvements	This project includes a new electrical building, a new maintenance storage building, rehabilitation of digester No. 2, rehabilitation of headworks, improvements to site piping, replacement of motor control centers, a new SCADA system, security cameras, and new fences.	This project addresses aging infratructural and operational constraints identified in the 2016 Integrated Master Plan.	$ 61,563,887	**$ 22,000,000**	**$ 22,000,000**	$ -	$ -	$ -	State Revolving Loan
54	Water Campus: Security Improvements	Upgrades to cameras, fencing and access control at the Water Yard and at all water blending stations.	Security upgrades are required at the Water Yard and at blending stations as the existing infrastructure is deteriorating and compromised.	$ 969,000	**$ -**	**$ -**	$ -	$ -	$ -	
55	Water Distribution: Hobson Park East Neighborhood Cast Iron Pipe Replacement	Replace aging cast iron waterline pipes in the Hobson Park East Neighborhood.	This project systematically replaces identified aging cast iron waterline pipes at risk of failure. Waterline pipe replacement projects will be synchronized with street resurfacing projects to minimize costs.	$ 355,800	**$ 300,000**	**$ 5,700,000**	$ 5,700,000	$ -	$ -	Water Enterpirse Fund
56	Water Distribution: Kamala Park Neighborhood Cast Iron Pipe Replacement	Replace aging cast iron waterline pipes at various locations throughout the City.	This project systematically replaces identified aging cast iron waterline pipes at risk of failure. Waterline pipe replacement projects will be synchronized with street resurfacing projects to minimize costs.	$ 1,315,900	**$ 700,000**	**$ 13,300,000**	$ 13,300,000	$ -	$ -	Water Enterpirse Fund
57	Water Production: Blending Station 1 ATS and Panel Replacement	Replacement of Blending Station 1 automatic transfer switch and electrical panel.	The existing automatic transfer switch has failed. The existing electrical panel was installed in the 1970's and is rated for less than the Edison feed to the panel.	$ 479,000	**$ 50,000**	**$ -**	$ -	$ -	$ -	Water Enterpirse Fund
58	Water Production: Blending Station Upgrades	Improvements to multiple blending stations within the water production network includes mechnical, electrical and plumbing (MEP) upgrades, improved site security and access, variable frequency drive (VFD) replacement, and reconfiguration/replacement of pipework and appurtenances.	Upgrading facility to ensure reliability of potable water supply.	$ 1,203,000	**$ -**	**$ -**	$ 350,000	$ -	$ -	
59	Water Campus Ammonia Storage Tank Replacement & Roof Repairs	Assess, prioritize, and replace existing chemical storage tanks that have exceeded their useful life.	The majority of chemical storage tanks maintained by the Water Division have exceeded the typical useful life and replacement of chemical tanks is required approximately every ten years.	$ 200,000	**$ 350,000**	**$ -**	$ -	$ -	$ -	Water Enterpirse Fund
60	Water Production: Groundwater Desalter Improvement Project	Repair and replacement of existing equipment, including replacement of membranes (required every five to seven years) and installation of valves and actuators to allow clean-in-place automation. Discharge piping and site civil improvements are also required. This project includes a pilot study and design for brine minimization to maximize the yield of potable water.	The City's existing desalter requires upgrades to maintain continuous operation and extend the life of the asset.	$ 3,348,654	**$ 1,000,000**	**$ 7,000,000**	$ -	$ -	$ -	Water Enterpirse Fund
61	Water Production: System SCADA Improvements	Replace control cabinets, software installation, and programming, network upgrades and control room upgrades related to the supervisory control and data acquisition (SCADA).	SCADA allows for remote monitoring and control of various processes and equipment. SCADA upgrades are required at the Water Yard as the existing hardware and software is nearing the end of its useful life and many parts are now obsolete.	$ 1,200,000	**$ 2,000,000**	**$ -**	$ -	$ -	$ -	Water Enterpirse Fund

Utilities (Continued)

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	New Funding Source
62	Wastewater OWTP: Secondary Sedimentation Tank Mechanical Equipment Replacement	This project involves the replacement of aging and malfunctioning mechanical equipment in the secondary sedimentation tanks at the Oxnard Wastewater Treatment Plant, with the aim of enhancing operational efficiency, ensuring compliance with environmental regulations, and improving the quality of treated effluent.	Existing mechanical equipment has ceased to perform optimally since it is beyond its service life. The objective is to install new equipment that improves the sedimentation process efficiency.	$ 948,477	**$ 1,000,000**	**$ -**	$ -	$ -	$ -	Wastewater Enterprise Fund
63	Environmental Resources: Roof Replacement - Del Norte Facility	Replace the roof at the Del Norte Regional Recycling and Transfer Station including windows, vents, rain gutters/plumbing, and other related roof infrastructure.	Replace roof to prevent damage to structures and equipment and to maintain safe working conditions.	$ -	**$ -**	**$ 750,000**	$ 3,000,000	$ 3,750,000	$ -	Solid Waste Enterprise Fund
64	Recycled Water: Aquifer Storage and Recovery (ASR) / Injection Well Field	Construct additional aquifer storage and recovery (ASR) wells to increase system capacity.	As a key element of the City's Groundwater Recovery Enhancement and Treatment (GREAT) Program, this ASR program will fully utilize recycled water to provide supply resiliency and cost stabilization for the future.	$ -	**$ -**	**$ -**	$ -	$ 1,500,000	$ -	
65	Recycled Water: Aquifer Storage and Recovery (ASR) Completion	Complete first aquifer storage and recovery (ASR) well and regulatory testing to demonstrate that water injected at this location meets indirect potable reuse requirements per the approved RWQCB permit.	As a key element of the City's Groundwater Recovery Enhancement and Treatment (GREAT) Program, this ASR program will fully utilize recycled water to provide supply resiliency and cost stabilization for the future.	$ 7,479,342	**$ 4,500,000**	**$ -**	$ -	$ -	$ -	Resource Development Fee
66	Water Distribution: Oxnard Conduit Replacement Project	Replacement and redundancy for a 45-inch diameter transmission line from Calleguas Municipal Water District to the City of Oxnard.	The City's water supply is heavily dependent on State Water Project water delivered through Calleguas Municipal Water District. The existing transmission main is a non-standard 45" diameter cement mortar lined steel pipe. This project is required to add redundancy to the system and eliminate a single point of failure.	$ 907,000	**$ 1,250,000**	**$ 750,000**	$ 20,000,000	$ 20,000,000	$ -	Water Entreprise Fund and Grant
67	Wastewater OWTP: Maintenance Office Building, Machine Shop, and Storage	The project includes the expansion and remodel of the existing maintenance building.	The existing maintenance building was constructed in 1978, is no longer suitable for the number of staff housed within the building, and is experiencing age related issues including plumbing failures and roof leaks.	$ 3,350,000	**$ -**	**$ 5,000,000**	$ 3,250,000	$ -	$ -	Wastewater Enterprise Fund
68	Wastewater OWTP: Interstage Pump Station and Bio-tower Demolition	Reconfiguration of pipework, pumps, and appurtenances to better suit the flow conditions and replace aging and failed mechanical equipment.	Interstage pump station is used to pump effluent from the OWTP to the ocean outfall. Reduced flows due to conservation and aging/failed equipment require upgrades to the entire station.	$ -	**$ 140,000**	**$ 1,000,000**	$ 5,000,000	$ 5,000,000	$ 2,000,000	Wastewater Enterprise Fund
			Total	**$ 229,868,381**	**$ 164,530,559**	**$ 83,250,000**	**$ 96,676,000**	**$ 88,750,000**	**$ 9,175,000**	

CATEGORY 2: Below the Line Projects

Buildings

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29
1	City Hall HVAC & EMS	Replace the 100-ton heating, ventilation and air conditioning (HVAC) unit and 100-ton condensing units. Includes upgrading the energy management system (EMS) for the entire building.	The HVAC system, which services the entire building (all four floors), is at the end of its serviceable life. The main air handle, chillers and controls require constant costly repair.	$1,000,000	$ -	$ -	$ -	$ -	$ -
2	River Ridge Golf Course Event Space Upgrades	Upgrades to the River Ridge Golf Course event space to allow for weddings, receptions, tournament events, etc.	The River Ridge Golf Course event spaces are in need of updgrades in order to increase revenue generation opportunities.	$600,000	$ -	$ -	$ -	$ -	$ -
3	South Oxnard Branch Library HVAC Renovation	Upgrade the heating, ventilation and air conditioning (HVAC) and energy management system (EMS) for the South Oxnard Branch Library building.	The existing HVAC and EMS systems are the original units and have exceeded their service life expectancy.	$2,455,000	$ -	$ -	$ -	$ -	$ -
4	Camino del Sol Bldg Imprv	Camino del Sol Building Improvements	Improvements to Camino del Sol Building	$ 2,000,000.00	$ -	$ -	$ -	$ -	$ -

Information Technology

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29
5	WiFi in the Parks	Install Wi-Fi infrastructure in public parks to provide free wireless internet access to residents and park users.	Provide free internet access to the public in select community parks.	$600,000	$ -	$ -	$ -	$ -	$ -

Parks & Open Space

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29
6	Del Sol Park Improvements - Phase I	Construct a new restroom at a new location near the street with more security lighting.	The existing restroom at Del Sol Park is in a less-than-ideal location and is in poor condition but will still be used for large events or during busy weekends. The new restrooms will provide a better option for everyday public use.	$520,000	$ -	$ -	$ -	$ -	$ -
7	Pfeiler Pocket Park Play Structure Replacement	Replace the existing play equipment and play surface at Pfeiler Pocket Park.	The existing play equipment has reached the end of its useable life and is in need of replacement.	$155,000	$ -	$ -	$ -	$ -	$ -
8	Via Marina Park Renovation	Install new sprinkler system, new play structures, a new rubberized walking track, and new LED security lighting.	The park is frequently used and could benefit from expanded amenities.	$1,234,871	$ -	$ -	$ -	$ -	$ -

Transportation & Drainage

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29
9	Cypress Road Railroad Crossing Upgrade	Project is time sensitive to be ready for developer participation from People Self Helps Project with pro rata contribution. Improvements to Cypress Road and the Railroad Crossing intersection includes new sidewalk, paving, signage and striping.	Improve safety by modifying at-grade railroad crossing.	$125,000	$ -	$ -	$ -	$ -	$ -
10	Five Points Intersection Modernization	Analyze short-medium and long term needs at this intersection. Requires coordination with various entities including CPUC, VCRR, Port of Hueneme, Caltrans Division of Rail, VCTC and others. Immediate improvements at the intersection include rewiring of the intersection and signal head replacement.	Upgrade existing traffic signal standards and improve sidewalk facilities.	$250,000	$ -	$ -	$ -	$ -	$ -

Utilities

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29
11	Recycled Water: AWPF Recycled Water Storage Construction	Construct water storage tanks at the Advanced Water Purification Facility (AWPF).	As a key element of the City's Groundwater Recovery Enhancement and Treatment (GREAT) Program, the AWPF improvements will fully utilize recycled water to provide supply resiliency and cost stabilization for the future.	$600,000	$ -	$ -	$ -	$ -	$ -
12	Water Production: New Wells	Construct new potable water wells	Upgrading facility to ensure reliability of potable water supply.	$ -	$ -	$ -	$ 500,000	$ 300,000	$ -
13	Environmental Resources: Video Surveillance System - Phase II	Install 46 surveillance cameras in phase II of a digital video security system at the Del Norte Regional Recycling facility.	Phase I installed 21 cameras in FY 2016-17. The additional cameras will expand video surveillance oversight of the facility, improving safety, security and employee training operations.	$300,000	$ -	$ -	$ 300,000	$ -	$ -
14	Environmental Resources: Compressed Natural Gas Facility	Construct CNG fueling station for 55 CNG equipment (current: 48 CNG trucks) with the ability for expansion to add more CNG trucks.	To maintain fleet and service; to avoid fuel shortages and lack of fueling stations.	$ -	$ -	$ -	$ 1,320,000	$ -	$ -
			Total	**$ 9,839,871**	**$ -**	**$ -**	**$ 2,120,000**	**$ 300,000**	**$ -**

CATEGORY 3: New Projects with Identified Funding

Buildings

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Funding Source
1	Special Districts Office Space Improvements	This project consists of renovation to current office space or construction of unused warehouse space to house the Special Districts Division.	The Special Districts Division is currently housed in ~800sqft of building 1 at the City Yard. This ~800sqft includes two offices, an IT closet, a restroom, and a kitchenette. The Division has 13 FTEs in this space.	$ -	**$ -**	**$ -**	$ 500,000	$ 500,000	$ -	Special Assessment District
2	Carnegie Art Museum Seismic Study	ASCE 41-23 Tier 1 and 2 Seismic Evaluation of the Carnegie Art Museum	Determine the hazard level of the Carnegie Art Museum	$ 200,000	$ -	$ -	$ -	$ -	$ -	ARPA
3	South Oxnard Library remediation	A lawsuit was settled in 2014 for the South Oxnard library for remediation of water damage and sky light due to continued issues since 2009. Also, additional issues have appeared as a result of the original remediation.	Funds from settlement for water damage and skylight and subsequent issues needs to be completed.	$ -	**$ 200,000**	**$ 1,350,000**	$ -	$ -	$ -	General fund*
4	Senior Center at 5th and Patterson	Construct a new Senior Center near the Community Park at W. 5th Street and Patterson Road	This facility will support programs for our older residents which include activities, educational opportunities, counseling and support groups, volunteer opportunities, and wellness programs.	$ -	**$ -**	**$ -**	$ 7,660,000	$ 30,640,000	$ -	Bonds

Parks & Open Space

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Funding Source
5	LMD 39/46 Playground Replacement	Replace the existing playground structure and surfacing generally within the existing playground footprint within LMD 39.	The existing play equipment has reached the end of its useable life and is in need of replacement.	$ -	**$ -**	**$ 150,000**	$ 150,000	$ -	$ -	Special Assessment District
6	Oxnard Historic Farm Park Playground Replacement	Replace the existing playground structure and surfacing generally within the existing playground footprint within LMD 51.	The existing play equipment has reached the end of its useable life and is in need of replacement.	$ -	**$ -**	**$ 250,000**	$ 250,000	$ -	$ -	Special Assessment District
7	CFDs Exercise Equipment Replacement	Replace the outdoor exercise equipment throughout the Westport, Seabridge, and Riverpark CFDs.	The existing exercise equipment has reached the end of its useable life and is in need of replacement.	$ -	**$ -**	**$ 150,000**	$ -	$ -	$ -	Westport CFD, Seabridge CFD, Riverpark CFD
8	Westport Light Replacement	Replace the outdoor lighting throughout the Westport community.	Westport (CFD 2) has a lighting system with an aging infrastructure where replacement fixtures are not available. A complete replacement is needed.	$ -	**$ -**	**$ -**	$ 125,000	$ -	$ -	Westport CFD
9	Riverpark Playgrounds Structure Replacement - Vineyard Park and East Park	Replace the existing play equipment and play surface at Vineyard Park and East Park	The existing play equipment has reached the end of its useable life and is in need of replacement.	$ -	**$ -**	**$ 300,000**	$ 300,000	$ -	$ -	Riverpark CFD
10	Riverpark Playground Structures Replacement - Windrow Park	Replace the existing play equipment and play surface at Windrow Park.	The existing play equipment has reached the end of its useable life and is in need of replacement.	$ -	**$ -**	**$ -**	$ 150,000	$ 150,000	$ -	Riverpark CFD
11	Riverpark Playground Structures Replacement - Children's Park and Cresent Park	Replace the existing play equipment and play surface at Children's Park and Crescent Park.	The existing play equipment has reached the end of its useable life and is in need of replacement.	$ -	**$ -**	**$ -**	$ 100,000	$ 400,000	$ 300,000	Riverpark CFD
12	Seabridge Playground Structures Replacement	Replace the existing play equipment and play surface at Seabridge East Park and Seabridge South Park.	The existing play equipment has reached the end of its useable life and is in need of replacement.	$ -	**$ -**	**$ 60,000**	$ 245,000	$ 245,000	$ -	Serabridge CFD
13	Westport Playground Structures Replacement	Replace the existing play equipment and play surface at Westport North Park and Westport South Park	The existing play equipment has reached the end of its useable life and is in need of replacement.	$ -	**$ -**	**$ 80,000**	$ 360,000	$ 360,000	$ -	Westport CFD
14	Ormond Beach Access	This project involves the transfer of approximately 21 acres of the former Ormond Beach Generating Station site from Southern California Edison (SCE) to the City of Oxnard for the development of public parking and coastal access and restoration. Included in the project are enhancements to Edison Drive such as a multi-modal path, new curb and gutter, and street repaving. The project also includes the development of a parking area with amenities such as a public restroom and interpretive signs. The existing station site and peripheral areas along the southwestern (ocean-facing) and Northwestern (wetland-fronting) sides will be transferred to the City of Oxnard.	The Ormond Beach Access Project will provide improvements at the site of Southern California Edison's (SCE) decommissioned Ormond Beach Generating Station, and the road leading to it. The project involves upgrades to Edison Road, including enhanced bike and pedestrian facilities, and the construction of a new parking area at Ormond Beach at the site of the former SCE generating station. The parking area will include a restroom, interpretive signs, and other features.	$ -	**$ 250,000**	**$ 1,000,000**	$ 1,000,000	$ 3,000,000	$ 4,750,000	General Fund**
15	Sports Park	Research and preliminary design for Sports Park Development	Development of Sports Park as a baseball/softball complex	$ 1,500,000	**$ -**	**$ -**	$ -	$ -	$ -	ARPA

*Non-discretionary settlement funding

**Gen On Park Development Contribuition

Transportation & Drainage

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Funding Source
16	Riverpark Detention Basin Improvements	Riverpark Swale & Detention Basins Inspection, Sediment Removal, Irrigation Repair / Replacement, and Revegetation	Riverpark detention basins require periodic assessment of systems and sediment removal every 3-7 years.	$ -	**$ -**	**$ 250,000**	$ 250,000	$ 250,000	$ 250,000	Riverpark CFD
17	Blackstock and Pleasant Valley Estates Neighborhood Stormdrain Improvements Projects	Blackstock and Pleasant Valley Estates Neighborhood Stormdrain Improvements Projects	Improve drainage and prevent flooding	$ -	**$ -**	**$ 300,000**	$ 1,200,000	$ -	$ -	Storm Drain Facility Fee
18	Public Use Electric Vehicle (EV) Charging Stations	Deploy strategically located EV charging stations to enhance the communities access to electric vehicle charging and promote economic growth, all while contributing to the City's local climate change goals.	Community Development	$ -	**$ 86,000**	**$ 774,000**	$ -	$ -	$ -	Grant
19	Butler Road Stormdrain Improvements Project	Butler Road Stormdrain Improvements Project	Improve drainage and prevent ponding along Butler Road.	$ -	**$ -**	**$ -**	$ 150,000	$ 600,000	$ -	Storm Drain Facility Fee
20	Citywide Wayfinding Program	Design, plan and install directional wayfinding signage throughout Oxnard	The current wayfinding system in Oxnard was implemented in the early 2000s and has not been properly maintained or updated to reflect current destinations. This project will update and modernize the wayfinding system throughout the City.	$ 1,000,000	**$ -**	**$ -**	$ -	$ -	$ -	ARPA
21	Traffic Signal Pre-Emption Program	Design, procurement and installation of pre-emption devices for emergency vehicles at multiple intersections citywide.	Provide traffic signal priority for emergency response vehicles	$ -	**$ 87,000**	**$ 779,000**	$ -	$ -	$ -	Grant
22	Bard Road Corridor Bicycle & Pedestrian Improvements	Install high visibility crosswalks, advance warning flashing beacons, advance stop bars, green bike conflict striping, leading pedestrian interval timing, traffic signal retro-reflective backplates, and median improvements to improve turning movement safety.	Improve bicycle, pedestrian, and vehicle safety and convenience by installing safety measures identified in the Local Roadway Safety Plan.	$ -	**$ 1,364,850**	**$ 140,000**	$ -	$ -	$ -	Grant
23	Ventura Road Corridor Bicycle & Pedestrian Improvements	Install Class II bike lanes with green bike conflict striping, high visibility crosswalks, advance warning flashing beacons, advance stop bars, leading pedestrian interval timing, and traffic signal retro-reflective backplates.	Improve bicycle, pedestrian, and vehicle safety and convenience by installing safety measures identified in the Local Roadway Safety Plan.	$ -	**$ 157,490**	**$ -**	$ -	$ -	$ -	Grant
24	Accessible Pedestrian Enhancements	Construct and install accessible pedestrian signals, leading pedestrian intervals, pedestrian countdown signal heads, curb extensions, upgraded curb ramps, high visibility crosswalks, straightened crosswalks, bike lane green conflict striping, advance stop bars, and pedestrian and bicyclist warning signage.	Improve accessible pedestrian infrastructure and convenience by installing safety measures identified in the Local Roadway Safety Plan.	$ -	**$ 3,498,825**	**$ -**	$ -	$ -	$ -	Grant

Utilities

No.	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Funding Source
25	Underground of Overhead Utilities-Citywide	This project involves the relocation of above-ground utilities, such as power and communications lines, to the subsurface. Through the formation of an undergrounding district, the City receives a small amount of funding yearly through the utility provider to an account set up for the undergrounding district. Work will commence once a sufficient amount of funding is accumulated in the account to proceed with design and construction.	Buried utilities tend to be more resilient to weather and damage, are generally safer, and have less visual impact than lines mounted on poles above ground. Such relocation of utilities is expensive, and the account is set up so that funds may be collected over time.	$ -	**$ -**	**$ -**	$ -	$ -	$ 2,000,000	Utility Underground Fee
26	Environmental Resources: Material Recycling Faciltiy (MRF) Replacement	New Material Recycle Facility (MRF) at Del Norte MRF & Transfer Station	To replace the existing Del Norte MRF that is 27-years old and is approved in the ER Rate Cost of Service Study as a project to be completed in less than 5-years.	$ -	**$ -**	**$ 3,000,000**	$ 15,000,000	$ 15,000,000	$ -	Solid Waste Enterprise Fund
27	Environmental Resources: Security Improvements	Upgrades to cameras, fencing and access control at the Del Norte Material Recycling Facility.	Security upgrades are required at the Del Norte MRF as the existing infrastructure is deteriorating and compromised.	$ -	**$ -**	**$ 60,000**	$ 240,000	$ -	$ -	Solid Waste Enterprise Fund
28	Environmental Resources: Del Norte Facility Improvements (locker rooms, showers, weld shop, paint booth)	Design, permit, construct a new Weld Shop that houses space for commercial bin repair and refurbishment; along with a paint booth that is permitted to allow for the painting of commercial refuse bins (up to 4-yard bins). The Weld shop must have sufficient power to charge an electric forklift. and have a lockable shop building to house refuse bins, acetylene tanks and forklift (to prevent theft).	To fix & refurbish commercial refuse/recycle bins; in order to reduce the costs associated with purchasing new commercial bins.	$ -	**$ -**	**$ 330,000**	$ 1,320,000	$ -	$ -	Solid Waste Enterprise Fund
29	Environmental Resources: MRF Roof Repair at Del Norte Facility	Repair roof leaks in MRF roof at Del Norte that have caused flooding inside MRF and damaged recyclable commodities.	To maintain viable, safe MRF that reduces damage to recyclable commodities and avoids shutting down tipping floor revenues.	$ -	**$ 200,000**	**$ -**	$ -	$ -	$ -	Solid Waste Enterprise Fund
			Total	**$ 2,700,000**	**$ 5,844,165**	**$ 8,973,000**	**$ 29,000,000**	**$ 51,145,000**	**$ 7,300,000**	

CATEGORY 4: New and Existing Projects with Partial or No New Identified Funding

Staff Recommendation to Move to Category 1: Above the Line

Priority	Project Title	Project Description	Purpose and Need	Previous	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	New Funding Source
1	Neighborhood Street Resurfacing	Resurface existing asphalt concrete pavement throughout several residential areas.	Project will improve roadway surfaces on several residential streets citywide as identified in the Pavement Management System. Replacement of aging cast iron pipe is being coordinated with road resurfacing.	$ 17,733,008	$ 4,981,000	$ 8,100,000	$ -	$ -	$ -	General Fund or Measure O
					$ 619,000					Street Maintenance Fund
					$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	Gas Tax
							$ 8,100,000	$ 8,100,000	$ 8,100,000	Bonds
2	Arterial Street Resurfacing	Preventative maintenance for several arterial streets throughout the City.	This project aims to maintain the City's arterial pavement at the target PCI to prevent premature deterioration.	$ 18,918,142	$ 7,200,000	$ 7,200,000				General Fund or Measure O
					$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	Gas Tax
							$ 7,200,000	$ 7,200,000	$ 7,200,000	Bonds
3	Citywide Alleyway Resurfacing	System-wide resurfacing of alleyways in the City. The alleyways are in dire need of improvements, so we are requesting funding to plan for future fiscal years as they have not been resurfaced as needed.	Alleyways throughout the City are in need of repair or resurfacing. Alleyway repair and resurfacing will provide an acceptable level of service to maintain access to residences and solid waste collection.	$ 10,215,641	$ 4,000,000	$ 4,000,000	$ 2,250,000	$ 2,250,000	$ 2,250,000	General Fund or Measure O
							$ 1,750,000	$ 1,750,000	$ 1,750,000	Bonds
4	Mandalay Bay Seawalls	Repairs to the Mandalay Bay seawalls consists of the installation of panels and tiebacks for both types of existing seawalls.	This project assumes a 75-year design life for the seawalls in the Mandalay Bay area, which were constructed between 1969 and 1971 and have shown signs of wear and deterioration due to age.	$ 1,661,722	$ 2,500,000	$ -	$ 500,000	$ 1,800,000	$ 3,500,000	General Fund or Measure O
5	Colonia Park Pool Repair and Equipment Replacement	Repair pool deck, coping, tile work, refinish pool surface, upgrade pool equipment, and provide required accessibility upgrades to the pool and restroom. Prior to any design work, the pool and deck will need to be evaluated by a structural engineer to determine the structural integrity of the facility.	Colonia Pool is the only existing City-operated pool in the City of Oxnard. It offers free water safety, swim, and water exercise classes for the community along with water confidence-building free play for all ages.	$ -	$ 120,000	$ 1,080,000	$ -		$ -	General Fund or Measure O
6	La Colonia Boxing Gym Improvements	Rehabilitation of the Boxing Gym.	To restore the gym for public use.	$ -	$ 200,000	$ 1,800,000	$ -	$ -	$ -	General Fund or Measure O
7	ERP Project	Upgrading Citywide Enterprise Resource Planning Systems	Upgrading the City's ERP system to leverage more modern technologies is essential to improve service to the community and improve efficiency and internal controls around all financial transactions, permitting applications, licensing, asset maintenance and human resource management.	$ 12,434,670	$ 3,300,000	$ 2,250,000	$ 2,400,000	$ 1,250,000	$ -	General Fund or Measure O
8	Roof Replacement - Various Facilities	Roof replacement for the Colonia Boxing Gym, City Annex building, five maintenance buildings at the City Yard, and any other City owned roofs in need of replacement.	Several City buildings need to be replaced due to numerous leaks to prevent damage to structures and equipment. The roofs are estimated to be over 60 years old on average.	$ 1,158,000	$ 500,000	$ 500,000	$ -	$ -	$ -	General Fund or Measure O
9	Pedestrian Safety Enhancements - Various Locations	Implement safety countermeasure recommendations from the Local Roadway Safety Plan (LRSP) including (not limited to) raised medians, curb extensions, flashing beacons, advance warning signage, high visibility crosswalks, ADA improvements, retroreflective traffic signal backplates, signal timing adjustments, repurpose roadway space, bicycle lanes, green pavement markings, signage and striping. Locations will be selected from the LRSP.	Improve pedestrian, bicyclist, and motorist safety.	$ -	$ -	$ 500,000	$ -	$ -	$ -	General Fund or Measure O
10	Bridge Maintenance Citywide	Routine bridge maintenance including (not limited to) sealing deck cracks, patch spalls, repair joint seals, repair riprap, and repair guardrail.	Routine maintenance to prevent further deterioration and costly future rehabilitation.	$ -	$ -	$ 750,000	$ -	$ -	$ -	General Fund or Measure O
11	Public Restroom Improvements	Renovate or replace public restroom facilities at various locations throughout the City.	Many of the City's public restrooms are in a state of disrepair or non-operational and require renovation or replacement.	$ 2,000,000	$ 1,000,000	$ -	$ -	$ -	$ -	General Fund or Measure O
12	Traffic Signal Modernization	System-wide modification of the City's traffic signals to replacing aging infrastructure to maintain system reliability and compatibility with future traffic signal technologies. Project phasing will be priority-based each year.	Multi-year project to upgrade the City's 164 traffic signals, some of which are older than 30 years, to preserve system reliability, maintain connectivity with the City's traffic management center, and improve compatibility with Smart Cities/Connected-Autonomous Vehicle architecture.	$ 4,240,000	$ 1,000,000	$ 1,000,000	$ -	$ -	$ -	General Fund or Measure O
					$ 560,000	$ 560,000	$ -	$ -	$ -	Developer Impact Fees
13	Campus Park Ph II Urban Greening	Funding for "Phase 2" of Campus Park. Project will include shade trees, a community orchard, interpretive signage, rainwater capture, walking trails, a restroom, trails, a multi-use field/meadow, and other amenities.	Funding is needed to complete Campus Park.	$ -	$ -	$ 500,000	$ -	$ -	$ -	General Fund or Measure O
					$ -	$ 3,529,632	$ -	$ -	$ -	State Grant Fund
			Total	**$ 68,361,183**	**$ 29,980,000**	**$ 35,769,632**	**$ 26,200,000**	**$ 26,350,000**	**$ 26,800,000**	

Staff Recommendation to Leave Unfunded

Buildings

Project Title	Project Description	Purpose and Need	Rough Order Magnitude
Police Department Headquarters Relocate Dispatch Center	Renovating the current Major Crimes office upstairs to move the current dispatch center into this location.	As our workforce continues to increase and out grow the building we are in, we need to add additional locker room space as well as a mental health room to the PD. By moving the dispatch center upstairs, it leaves the current dispatch area for additional locker room space to be built	$ 3,900,000
Police Department New locker rooms and Wellness room	Reconfigure current dispatch area into a new locker room	The current Police Department Building is over 40 years old and designed for 1/2 the current staff. We need to add locker room space to make room for all employees. Officers must have large amounts of gear and change into uniforms on-site. With new laws being passed about officers mental health, we would like to incorporate a mental health room for officers to relax on their breaks.	$ 2,250,000
Police Department Headquarters Lobby Renovation/ ADA Compliance	Renovate our current downstairs lobby	Currently one of the public access doors into the lobby is inoperable and has been for months waiting on parts. The slope and entry size of the ingress to the lobby is not ADA-compliant. The lobby is original to 1978 and needs to be redesigned so it is more functional for the public and PD staff.	$ 1,800,000
Fire Logistics and Training Center	The proposed project seeks to convert the former Armory into a Fire Department vehicle storage and logistics facility to address essential storage and logistical storage needs.	This capital improvement project aims to repurpose the former Armory structure into a Fire Department vehicle storage and logistics facility. Key upgrades include installing fencing with gates, locks, and barbed wire, repairing parking areas, procuring metal shelves for optimized storage, and installing a comprehensive security system. The project estimate includes design, permitting, and project management costs to ensure compliance and efficiency. This project is crucial for the organization's long-term success.	$ 3,000,000
HVAC System Control Upgrades	System design and upgrades to swap out complex HVAC control systems that have failed and/or are not performing as designed. New communication hardware and system upgrades will include energy management system enabeling HVAC systems larger office buildings to better perform and operate more efficiently.	HVAC control systems are in bypass or manual control mode because control systems have failed and/or are not serviceable because components or programs are obsolete.	$ 750,000
Wilson Senior Center Siding Removal	In the late 70's, several Wilson Senior Center Buildings were architecturally upgraded to incorporate cedar/redwood paneling along all building sides. The wood siding and wood trim work throughout has warped, or has extensive dry rot/termite damage and needs to be removed and trim work and fascia boards need to be replaced. Stucco repairs with some stucco treatments would need to be installed and all buildings will need to be preped and painted with new color finish application.	The repairs will correct current water intrusion issues and protect exterior wall sides. The new color finishes are expected to enhance the building appearance of this facility.	$ 375,000
South Oxnard Center Lighting	The perimeter parking lot is designed with fifthteen foot high light standards. Five of the ten light standards are missing or are not operational and the remaining five cannot be replaced due to rust damage to the support plates. The concrete pedestals need to be removed and replaced with new to support new light standards.	Lighting upgrades will address existing lighting and safety concerns in parking area serving the south oxnard library and evening events taking place in the community center.	$ 600,000
South Oxnard Center Site Drainage Study and Redesign	Design work to upgrade and improve site drainage to prevent future flooding. Currently, the courtyards are draining towards the building sides and do not incorporate underground drains to route water away from buildings and some tree roots have uplifted hardscapes causing drainage changes to the site. Study will evaluate existing site drainage, identify hardscape changes needing to be corrected or recommend drainage changes to correct future flooding.	Improvements are expected to correct existing site drainage conditions highlighted by recent storm event.	$ 675,000
Police Department Headquaters Public Safety 911 Center and Major Crimes Unit Relocation	Design work to relocate the existing 911 dispatch center into the second floor major crimes unit office area that will provide ample space to house existing and growth demands. Design work will include new configuration layout of the emergency communications and dispatch operations unit with new.	Updated configuration with state of the art critical communication equipment will provide 911 dispatch staff with industry standard workstation design and state of the art infraestructure and communication equipment to support public safety and citywide emergency response needs.	$ 3,900,000
Police Department Headquaters Public Safety Restroom and Locker Room Renovation	Remodel the officer first floor restrooms, locker rooms and replace the failing sewer infraestructure serving these area.	The facility is over 40 years old and the sewer line have plumbing infraestructure are at the end of their serviceable life cause for failing fixtures and clogged floor drains. Remodel work will include required layout changes and updates to serve public safety personnel.	$ 975,000
Marquita Youth Senior Center Re-Roof	Re-Roof and fascia siding replacement	Re-roof will protect the structure integrity, interior occupancy and use conditions	$ 412,500
Police Department Headquaters Weight Room Re-Roof, dry rot, and termite	Re-roof, fascia siding replacement. Prior to reroof this facility will need to be tented to address current termite issues.	Re-roof will protect the structure integrity, interior occupancy and use conditions	$ 315,000
PACC Parking Lot and Site Improvements	The main and back parking lots needs to be slurry sealed and restripped to meet City standard and accessibility requirements. Approximately 25 percent of the asphalt parking areas have been up-lifted by tree roots; have uneven surfaces or mild sinkholes that will require some asphalt removal/replacement, crack filling etc. Existing parking lots lighting will need to be repaired and retrofitted with new LED light fixtures. Sidewalks and courtyard hardscapes have uneven surfaces or wide expansion joint gaps needing to be filled and/or replaced with path of travel safety off-set thresholds.	This facility is operated by a private operator and the improvements are expected to accommodate safer parking conditions for pubic event venues taking place with more frequency than in previous years.	$ 675,000
PACC Roof/Mansard System Replacement	Re-roof and install existing mansard system siding material. Recent storm event caused the roof to leak and the existing mansard system along the south side of the building is missing a large section of roofing material leaving the existing wood exposed to the elements. The interior of the building has signs water damage along the ceiling and wall sides along sides directly beneath the mansard roof system that is missing roofing materials.	The re-roof replacement will protect the structures integrity, interior building conditions and operations. The facility will need to be evaluated for water damage and potential impacts caused by water intrusions.	$ 1,800,000
Fire Station #1	Reroof metal seam roof and gravel roof areas, replace skylights, and replace overhead garage windows along the south and west elevations.	Roof repairs and window replacement will provide water protection to the building and protect fire house living quarters.	$ 600,000
Upgrade elevator system for main Library	The elevators at the main library are not reliably functional. They work very infrequently. The entire elevator system is very old. This needs an upgrade to be in compliance with ADA. At some points both public elevators are inoperable simultaneously, which denies many of our patrons access to the library second floor.	As reinvention efforts for OPL are underway, we will see an increase in patrons in the facility. This increase will make the necessity of a reliable elevator system even more vital to provide effective services to the public. Resources such as our research/help desk, public computers, study spaces, and teen space are all located on the second floor.	TBD
Carnegie Art Museum Renovation	Renovations to the Carnegie Art Museum include removing and replacing the heating, ventilation, and air conditioning (HVAC) system, and the energy management system (EMS), replacing the existing exterior wheelchair lift/freight elevator with a new ADA-compliant wheelchair lift, and resealing exterior basement walls and paint to restore waterproofing.	The HVAC system and elevator are at the end of their serviceable life and are in need of replacement to protect the art collection and comply with current ADA standards respectively. Exterior waterproofing is failing and moisture is seeping through the masonry wall which could damage the art collection.	$ 840,000
Civic Center East Wing HVAC & EMS	Upgrade the heating, ventilation and air conditioning (HVAC) and energy management system (EMS) to the entire building.	This building was constructed in 1969, and the HVAC and EMS are the original units and have exceeded their service life expectancy.	$ 600,000
Door Replacements in Fire Stations	Replace front and rear roll-up doors at fire stations 1 through 7 and rear doors at station 8 with panel doors.	Replacing the doors will improve station facilities and safety and will result in quicker response times. Aging doors increase maintenance costs, and the slow closure has resulted in compromised station security.	$ 1,080,000
IT Office Renovation	Renovate 2nd Floor of City Hall by creating a Help Desk space near the elevator, opening up the center floor space, and refurbishing the existing offices .	The current configuration of the IT Office is not functional and requires modifications. This will improve upon customer service by being more easily accessible and staff can work in a more efficient environment.	$ 412,500
Library Technical Efficiency Solutions Replacement	Replace equipment including two sorters, all new security gates, four self check-out units, and a payment machine.	The existing equipment has reached the end of its serviceable life and for several years has not been vendor supported. Staff has attempted to maintain them without the necessary expertise or equipment.	$ 562,500
Main Library Interior Painting	Clean, prepare and paint all the interior walls and ceilings in the Main Library.	This building was built in 1992 and over the years has had only certain interior spaces painted. It is now in need of paint to refresh the space and to preserve a valuable asset.	$ 225,000
PACC - Rental Spaces Upgrade	Prepare seismic retrofit study and renovate rental spaces including mechanical, plumbing, electrical, restrooms, kitchens, painting, flooring, furniture, landscaping, and ADA accessibility.	The PACC rental spaces are in need of a remodel to provide user friendly options for rental spaces. The interior spaces have air conditioning issues, poor lighting and dated décor. If these spaces were updated, the City could rent them out more and genera	$ 2,737,500
South Oxnard Senior Center: Tenant Improvements	Remodel the South Oxnard Senior Center.	Remodel will provide an improvement to senior services and accommodate staff workplace needs.	$ 1,500,000
Wilson Senior Center: Tenant Improvements	Remodel the Wilson Senior Center.	Remodel will provide an improvement to senior services and accommodate staff workplace needs.	$ 1,500,000
Oxnard PAL Facility Rehabilitation	Complete phase II of north wing which includes the construction of walls, doors, windows, electrical wiring and replacement of exterior doors. Begin phase I of south wing which includes demolishing old walls, and installing new windows.	The PAL program will be able to offer additional programs such as science, technology, engineering and mathematics (STEM) program, multimedia and quiet space for mentoring, homework and tutoring.	$ 3,000,000
CUPA Improvements at Fleet Services Facility	Implement required CUPA improvements to existing fuel tanks located at the City of Oxnard Fleet Services Facility	Improvements are required by Certified Unified Program Agency (CUPA) which is a local agency certified by CalEPA to implement and enforce six state hazardous waste and hazardous materials regulatory management programs.	$ 225,000
Building Structural Upgrades	Obtain a structural assessment of City-owned buildings to determine the appropriate structural upgrades necessary to satisfy California Building Code (CBC) requirements.	Most of the City-owned buildings are old and in need of a structural assessment to determine the structural integrity of the building and understand the seismic retrofit options available.	$ 750,000
Civic Center/Library Parking Lot Lighting	The existing parking lot west of the Oxnard Public Library, directly across the future Navigation Center needs site lighting. New lighting design will need to evaluate existing site lighting and permit required lighting standard for installation of 5 or 6 new light standards.	Lighting upgrades will address existing library's lighting and safety concerns while also addressing evening meeting lighting.	$ 240,000

Information Technology

Project Title	Project Description	Purpose and Need	Rough Order Magnitude	
Campus-Wide WiFi System	Install modern wireless internet services and equipment at all City facilities.	As the City evolves its enterprise resource planning (ERP) public safety and other technology systems into fully-integrated modern systems, the need for reliable wireless data services becomes indispensable.	$	375,000
Fiber Network Expansion	Expand the City's fiber network backbone to connect City buildings and traffic systems and provide high-speed Internet access per the Fiber Master Plan.	This project leverages the City's existing fiber infrastructure with targeted expansion to realize the delivery of high-speed Internet access to City municipal buildings, anchor institutions, businesses and eventually residents to foster economic development. This infrastructure also supports "smart city" initiatives like public WiFi.	$	2,085,000
IT Data Server Room Condenser Replacement	Replace the existing 20-ton condenser with two 7.5-ton units. Cost estimate has been updated to reflect current estimated costs, which have increased due to an increase in construction costs.	The current system is over sized which causes it to cycle off and on often such that it continues to burn out motors and causes unacceptable downtime. This in turn creates heat problems for the data center.	$	262,500
Surveillance & Access Control Installation	Install access control and surveillance systems at key City facilities.	Securing facilities via integrated access along with security camera systems better protects City employees, visitors and assets.	$	1,067,250
Data Center for Disaster Recovery	Construct a secondary data center for the City's computer and electronic data. This includes an emergency backup generator.	A data center designed specifically for disaster recovery would ensure continued use of basic systems in case of a major power outage.	$	1,200,000

Parks & Open Space

Project Title	Project Description	Purpose and Need	Rough Order Magnitude
River Ridge Playing Fields Improvements	Upgrades to the River Ridge Golf Course Playing Fields which include primarily enhancing the turf.	These fields are used by professional teams for training camps and are in need of upgrades in order to continue to attract professional sports teams.	TBD
Colonia Park Improvements	Replace the play structure, install new LED security lighting throughout the park, resurface the parking lot, construct a new restroom, and install new park amenities.	The playground is in need of replacement, additional lighting is needed for added park security, and placing the new restroom closer to the street for increased convenience and safety.	TBD
River Ridge Permanent Bleachers and Stage Area	Install permanent bleachers and a stage area at the River Ridge Sports Fields.	These fields are used by professional teams for training camps and are in need of upgrades in order to continue to attract professional sports teams.	TBD
Park Playground Shade Structures	Add shade structures to various park playgrounds.	Shade structures will enhance the park and playground user experience and provide adequate protection from the sun.	TBD
Seabridge Light Replacement	Replace the outdoor lighting throughout the Seabridge community.	Seabridge (CFD 4) has a lighting system with an aging infrastructure where replacement fixtures are not available. A complete replacement is needed.	TBD
Oxnard Trail Light Replacement Phase II	Replace lighting infrastructure, upgrade electrical, and add concrete pedestals along Oxnard Trail from Camino Del Sol, west to the edge of the Community Garden.	Oxnard Trail has a lighting system with an aging infrastructure where replacement fixtures are not available. A complete replacement is needed.	TBD
Wilson Park Improvements	Perform hardscape improvements at Wilson Park including, but not limited to, sidewalk, curb and gutter, pavement, ADA-related features including curb ramps, and other accessory features related to park accessibility	Construct hardscape improvements including sidewalks, curb ramps, ADA access facilities, and other features.	TBD

Transportation & Drainage

Project Title	Project Description	Purpose and Need	Rough Order Magnitude	
Citywide Sidewalk Repairs	System-wide repair of sidewalks in the City. Sidewalks throughout the City are in need of repair and annual funds are necessary for an ongoing sidewalk repair program.	Sidewalks throughout the City are in need of various repairs. Sidewalk repair and replacement will help provide a safe path of travel for pedestrian throughout the City.	TBD	
Electrical Plant Water Quality Capture	Conduct feasibility studies and provide preliminary engineering plans for stormwater quality capture at the Ormond Beach power plant.	The Ormond Beach power plant has been identified as a potential candidate for stormwater quality capture. If feasible, this projects would capture and improve stormwater quality in the Ormond Beach area.	TBD	
Regional Stormwater Capture Improvements	Conduct feasibility studies and provide preliminary engineering plans for regional stormwater capture areas.	The County produced a list of locations identified as potential candidates for regional stormwater capture projects. Should they be feasible, these projects would increase runoff interception from large drainage areas to infiltrate back into the aquifers.	TBD	
Saviers Road Corridor Improvements	Improvements to the Saviers Road cooridor for widening sidewalks, adding landscape, and providing lighting for safety.	This project is intended to promote and accommodate more pedestrians and bicyclists to access the Center Pointe Mall area.	TBD	
Storm Drain Construction: Diamond Bar	Install storm drain system in the Diamond Bar neighborhood.	This project would improve drainage in this neighborhood.	TBD	
Wooley Road Protected Bike Lanes	Install Class IV street bicycle facilities on Wooley Road from Oxnard Boulevard to Harbor Boulevard. Project will also add signing and striping.	Provide bicycle facilities identified in the City's Bicycle and Pedestrian Facilities Master Plan and improve convenience and safety for bicyclists and pedestrians.	TBD	
Parking Lot Reconfigure/ Resurfacing	Remove existing police department parking lot, reconfigure to allow for more parking spots, May include tree removal.	The police department parking lot has numerous cracks several inches wide/ deep. These are workers comp tripping hazards. The parking lot has inadequate drainage and sloping causing water to pool in several locations. In one corner this year, water rose to the level of the police car doors and began flooding the interior of vehicles. Several patches have been made over the years that are uneven and starting to fail. Tree roots have caused numerous high spots in the parking stalls. The parking lot is the same configuration as in 1978 when the station was built, but with twice the workforce, parking is inadequate for the staff.	$	4,500,000
Lemonwood Park Parcel Development	The park was acquired in early 2017 and requires a design to remediate the half acre site.	The park was acquired in early 2017 and requires a design to remediate the half acre site.	$	750,000
Sport Court Resurfacing	Resurface or reconstruct various outdoor sport courts, including basketball and tennis courts, at multiple locations throughout the City.	Resurface or reconstruct various outdoor sport courts, including basketball and tennis courts, at multiple locations throughout the City.	$	3,600,000
Parking Lot Resurfacing	Remove and replace concrete and asphalt parking surfaces and ribbon gutters at various City facilities including the Main Police Station, City Yard, and at 1500 Camino Del Sol.	Remove and replace concrete and asphalt parking surfaces and ribbon gutters at various City facilities including the Main Police Station, City Yard, and at 1500 Camino Del Sol.	$	1,950,000
Terrace Avenue Bridge Rehabilitation	Seal cracks in underside of bridge deck at the intersection of the Oxnard Industrial Drain and Terrace Avenue.	Seal cracks in underside of bridge deck at the intersection of the Oxnard Industrial Drain and Terrace Avenue.	$	930,000
Tšumaš Creek Drainage and Linear Park Construction	Construct linear park and bike path atop reinforced concrete drainage structure. The channel carries Tšumaš Creek down J Street.	Construct linear park and bike path atop reinforced concrete drainage structure. The channel carries Tšumaš Creek down J Street.	$	5,400,000
Rose Avenue/ St. Lucia/ First Street Intersection Improvements	Construct traffic signal improvements, enhance pedestrian crossing, and improve ADA compliant paths of travel at the Rose Avenue/ St. Lucia/ First Street intersection.	Construct traffic signal improvements, enhance pedestrian crossing, and improve ADA compliant paths of travel at the Rose Avenue/ St. Lucia/ First Street intersection.	$	1,000,000
C Street Over-Street Banners	Install a new Over-Street (Across the Street) banner system along C-Street.	Install a new Over-Street (Across the Street) banner system along C-Street.	$	200,000
Wooley Road Pedestrian Improvements	Upgrade pedestrian railroad crossings along Wooley Road. Includes railroad crossing gates and ADA compliant paths of travel.	Upgrade pedestrian railroad crossings along Wooley Road. Includes railroad crossing gates and ADA compliant paths of travel.	$	2,400,000
Pedestrian Bridge Improvements at Channel Islands Bridge	Add sidewalks and improve ADA compliant paths of travel of the Channel Islands bridge at Oxnard Boulevard.	Add sidewalks and improve ADA compliant paths of travel of the Channel Islands bridge at Oxnard Boulevard.	$	250,000
Oxnard Trail Class I Bike Path Cooper Road to 2nd Street	Install new Class I Bike Path to close the Oxnard Trail alongside the Union Pacific Railroad between the Oxnard Transit Center and Cooper Road. Project also includes signage, striping, and ADA improvements.	Install new Class I Bike Path to close the Oxnard Trail alongside the Union Pacific Railroad between the Oxnard Transit Center and Cooper Road. Project also includes signage, striping, and ADA improvements.	$	1,110,000
Traffic Safety Improvements	Construct traffic signal improvements, enhance pedestrian crossing, and improve ADA compliant paths of travel at the Rose Avenue/ St. Lucia/ First Street intersection.	Construct traffic signal improvements, enhance pedestrian crossing, and improve ADA compliant paths of travel at the Rose Avenue/ St. Lucia/ First Street intersection.	$	1,300,000
Water Campus Paving	Remove and replace concrete and asphalt parking surfaces and ribbon gutters.	Remove and replace concrete and asphalt parking surfaces and ribbon gutters.	$	900,000

Utilities

Project Title	Project Description	Purpose and Need	Rough Order Magnitude
Riverpark Basin Recycled Water Storage Project	Conduct feasibility study and provide preliminary engineering plans for recylced water storage at the RiverPark basins.	As a key element of the City's Groundwater Recovery Enhancement and Treatment (GREAT) Program, this storage project will fully utilize recycled water to provide supply resiliency and cost stabilization for the future.	TBD
City Fleet Electric Vehicle (EV) Charging Stations	Construct Electric Vehicle (EV) charging stations at various locations throughout the City to support the City's expansion of its EV fleet.	Electric Vehicles require EV Charging stations to maintain continuous operation of the vehicle. In addition, EV charging stations coupled with a fleet of Electric Vehicles will help assist the City of Oxnard achieve its local climate change goals.	$ 3,000,000

Fiscal Year 2023-24 Accomplishments

Completed Projects

Buildings

Project Title	Project Description	2022-2027 CIP Page No.
Council Chambers Remodel	Remodel of the City Council chambers including asbestos abatement, roof repair/replacement, ceiling replacement, production system improvements, and audio/visual upgrades.	Page 4
Roof Replacement: PACC Ventura/ Oxnard Rental Spaces	Remove and replace the roofing material and metal flashing on the main rental spaces roof.	Page 17
Roof Replacement: South Oxnard Center	Replace the roof at the South Oxnard Center.	Page 18
Roof Replacement: Sturgis Annex	Replace roof at the Sturgis Annex.	Page 19
Roof Replacement: Wilson Senior Center Complex	Replace roofs for office, arts building and senior center.	Page 20

Parks & Open Space

Project Title	Project Description	2022-2027 CIP Page No.
Community Center East Park Improvements	Replace the play structure, install new LED security lighting throughout the park, resurface the parking lot, construct a new restroom, and install new park amenities.	Page 26
Johnson Creek Park Improvements	Renovation of snack bar, restrooms, and baseball fields at Johnson Creek Park.	Page 30

Transportation & Drainage

Project Title	Project Description	2022-2027 CIP Page No.
HERO Alleys Reconstruction*	Reconstruct several alleys within the HERO boundaries	Page 49
Citywide Alleys - Phase IIIA*	Reconstruct several alleys throughout the City with PCI less than 25	Page 49
Edison Canal Bridge Rehabilitation	Refurbish deck and underside, replace hinge seals and diaphragm bolsters at the restrainers, remove rust, and clean and paint seismic restraining shells at the columns. This bridge is located along Channel Islands Blvd over the Edison Canal Bridge.	Page 54
Mandalay Bay Bridge Rehabilitation	Refurbish deck, replace hinge seals and diaphragm bolsters at the restrainers, remove rust, replace lost riprap and clean and paint seismic restraining steel shells on columns.	Page 61
Ormond Beach Neighborhood Street Resurfacing	Resurface existing asphalt concrete pavement throughout the Ormond Beach Neighborhood.	Page 63
Perkins Road Parking Lot Improvements	Resurface the existing parking lot, as well as add light bollards, electric vehicle (EV) charging stations, and perimeter fencing.	Page 67
Stormwater Catch Basins Full Capture Devices Installation	In the first year, install 130 full-capture trash devices in storm water catch basins to prevent trash in priority areas from entering waterways. In the following years, install at least 100 excluders annually.	Page 76
Traffic Signal Modifications	Construct traffic signal improvements at multiple intersections: Oxnard/4th, 7th, and Date, Channel Islands/Stratham, and J Street, and Ventura/7th. Project estimate was increased by 30% due to construction cost increases from previous fiscal year.	Page 79
Ventura Boulevard Sidewalk - Rose Avenue to Balboa Street	Install new sidewalk on Ventura Boulevard between Rose Avenue and Balboa Street. Project includes Class II street bike lanes, signage, striping, and ADA improvements.	Page 81

Utilities

Project Title	Project Description	2022-2027 CIP Page No.
Wastewater Collection: Central Trunk Sewer Manhole Replacement - Phase I	Replace 629 linear feet of existing 8-inch sewer pipe with new 12-inch sewer pipe on Third and Navarro Streets.	Page 96

FY 2025-2029 CAPITAL IMPROVEMENT PROGRAM (CIP) OVERVIEW

City Council, June 4, 2024

Morgan Kessler
City Engineer

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council:

1. Hold a public hearing to receive public testimony regarding the proposed 2025-2029 City of Oxnard Five-Year CIP;
2. Approve the existing carryover CIP projects and the proposed new funding as outlined in the staff report for Category 1 projects;
3. Reaffirm the carryover CIP projects in Category 2;
4. Approve the project prioritization lists in Categories 3 and 4 outlined in the staff report and adopt the 2025-2029 City of Oxnard Five Year CIP; and
5. Direct staff to finalize the 2025-2029 CIP and General Fund/Measure O amounts for Category 4 projects once the City's FY 2024-25 operating budget has been completed as approved CIP funding allows.

BACKGROUND

The Capital Improvement Program (CIP) is a key planning and budget forecasting document

- Addresses the City's capital (or major) infrastructure construction and repair needs over a 5-year rolling horizon.
- Contains 124 projects
- Programmed over five years, with a total value of around $750 million.
- Does not address routine maintenance activities

BACKGROUND

The CIP essentially has two components:

1) The capital budget: a spending plan for capital items over a two-year period, and

2) The capital program, which is the 5-year expenditure roadmap or plan for anticipated yearly capital expenditures.

The CIP is included as a component of the overall FY 2024-25 City budget approval process

BACKGROUND

Challenges

- Aging Infrastructure
- Inability to bond
- Deferred Maintenance
- Staffing/Workload Challenges
- High Construction Prices
- Competition for Limited Funding
- Long Lead Times

- Last years' "Slow Down" City Council Action:
  - February 7th, 2023 Council Meeting
  - Staff recommended the modification of timelines to address project backlog
  - Projects were determined to be "above the line" or "below the line"

Funding Sources and Bonding Inability

- CIP projects can be paid for with several different funding sources like State and Federal grants, City development impact (DIF) fees, and General Funds.

- The present **inability** to issue municipal bonds has hampered the City's ability to do large projects in a timely manner.

CIP Project Prioritization Process

- Step 1: Categorize by What the Project Does:
  - Priority 1: Health and Safety
  - Priority 2: Asset Preservation
  - Priority 3: New and Expanded Services

- Step 2: Refine the Priority by Considering Other Factors:
  - Council Priorities
  - Grants & Deadlines
  - Urgency
  - Staff Workload

CIP Project Prioritization Process (Cont'd)

Step 3: Put Project in a Project Category

- **Category 1:** Already funded, approved in previous CIP, ready to move forward;
- **Category 2:** Funded and approved like Category 1, but start dates postponed as part of "slow down" action in 2023;
- **Category 3:** Newly identified projects that have known funding source, and are recommended by staff for inclusion in the present CIP.
- **Category 4:** Both existing and new projects that have no identified funding, or are only partially funded, and have high priority. General Fund/Measure O candidates.

General CIP Development Process

1. Departments identify capital projects needs;
2. Projects reviewed for conformity with General Plan;
3. Preliminary establishment of funding priorities;
4. Update of the CIP document, utilizing the City's newer Tyler and OpenGov tools;
5. Present the proposed CIP to the Public Works and Transportation Committee for review, input, and approval (this occurred April 23rd, 2024);
6. Present the CIP projects list to the Planning Commission;
7. Present the draft CIP to the City Council for adoption;
8. Return to the City Council with a "receive and file" of the final CIP book after July 1, 2024 if necessary.

CIP Document Structure

- 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.

Quimby-Funded Park Projects

- Occurring parallel to the CIP development;
- Public Works staff will hold Neighborhood Council meetings;
- Staff will discuss the use of Quimby funds for parks;

Quimby-Funded Park Projects (Cont'd)

- The Quimby meeting timeline is well outside that of the CIP;
- Any new parks projects will be added to the CIP via a separate action item to the PW&TC and City Council later this calendar year;
- Because of the different CIP/Quimby timelines, additional staff workload capacity will be reserved in the CIP program to take on any new Quimby projects.

Changes to Staff Report Since the PW&TC Meeting (4/23/24)

- New Senior Center: Updated current construction rough order of magnitude estimates and proposed out-year funding recommendations
- ATS - PD Generator: Two projects consolidated into one project listing.
- Wilson Park: Added to CIP list.
- Estimates for Fire Station #3 were re-programmed to FY 2026-27
- Estimates for the Aquatic Center were re-programmed to FY 2027-28
- Sports Park project added to Category 3
- Greenbelt LMD 43 Lighting Replacement: Re-program funding from FY 2024-2025 to FY 2028-2029, and reduce the allocated amount from $225k to $175k.
- Seabridge Light Replacement: Move to Category 4 Unfunded list. Community has requested that Special Districts re-scope this project.
- Oxnard Trail Light Replacement Phase II: Move to Category 4 Unfunded list.

PW&TC Actions

- The Public Works and Transportation Committee recommend to forward this item to City Council for review, discussion, and approval.

- The Committee chose not to approve the recommended actions during their meeting because it was agreed that the full Council should be present for the consideration of these items.

Financial Impacts by Project Category:

- Category 1: There is no financial impact; projects were previously approved by City Council with funding allocated, no new amounts are being requested. These are “above the line” projects.

- Category 2: No impact; these projects have been approved, and their funding has been allocated already. These are “below the line” projects.

- Category 3: Newly proposed for the present CIP. Funding is identified. Staff suggests this Category of projects be given a higher priority than Category 2.

Financial Impacts per Project Category (Cont'd)

- Category 4: New and existing projects, some with high priority, that have only partial or no new identified funding. Staff recommends that these be funded, in order of listed priority, and ahead of those in Category 2 pending the outcome of the citywide operating budget process. These may be funded with General Fund/Measure O money.

- Projects approved by City Council in prior fiscal years that have not yet been completed will have their respective unencumbered budgets rolled forward.

QUESTIONS?

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS
AGENDA ITEM NO. L.2

DATE: June 4, 2024

TO: City Council

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

SUBJECT: Fiscal Year (FY) 2024-25 Resolution to Levy Assessments in Mandalay Beach Maintenance District. (10 minutes)

RECOMMENDATION

That City Council, acting as the legislative body for the Mandalay Beach Maintenance District:

1. Hold a Public Hearing to receive public testimony regarding the proposed Fiscal Year 2024-25 assessments for the Mandalay Beach Maintenance District; and
2. Adopt a resolution to levy the special tax assessment for Fiscal Year 2024-25 within the Mandalay Beach Maintenance District for Fiscal Year 2024-25.

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

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/nGJU14cl-Wk

BACKGROUND

Special Districts is a Division of the Public Works Department and manages a total of 48 special financing districts, which includes one Maintenance Assessment District (the "District" or "MAD 4"). On November 22, 1983, MAD 4 was formed, pursuant to the Improvement Act of 1911, to recover the cost of the City's maintenance of the 36-acre beach area, plus landscaping on public rights-of-way within Tract No. 2923. The formation of the District was required as a condition to development imposed by the Coastal Commission and as a provision of a development agreement with the City. The assessments are exempt from Article XIII D of the California Constitution by reason of Section 5 thereof. The City's responsibility to maintain the above-mentioned areas became effective on July 1, 1986. On July 5, 1988, City Council adopted Resolution No. 9500, which shifted the bulk of the District's beach maintenance costs from the residents of The Colony to the Mandalay Beach Resort Hotel (Zachari Dunes).

DISCUSSION

The total assessment levy for Fiscal Year 2024-25 is unchanged from Fiscal Year 2023-24 at $39,446, and is computed as follows:

1. LANDSCAPE MAINTENANCE - $21,346

The City's Special Districts Division maintains the landscape areas along Falkirk Avenue, Harbor Boulevard, Mandalay Beach Road, Costa del Oro, and the bikeway/greenbelt along the southerly property line. The District's budget for landscaping maintenance costs for FY 2024-25 is $21,346, of which $16,095 is paid by The Colony residential development and $5,251 paid by the Embassy Suites hotel. This shared cost is outlined in Resolution 9500 (75% to the

Colony; 25% to the Embassy Suites hotel).

2. BEACH MAINTENANCE - $18,100 (MAD 4 share split between the Colony and Hotel)

The agreements between the City and the developers of MAD 4 assign the responsibility of beach maintenance based on the relative length of beach area that fronts both the hotel and the public beach property (park). The total assessment of beach maintenance is $30,092, with the assessed County Collection Fee the total cost is $30,137. Resolution No. 9500 divides the 60 percent ($18,100) obligation of the District into two parts. 75.4 percent ($13,647) is paid by the Embassy Suites hotel and 24.6 percent ($4,453) is paid by The Colony residents. The remaining 40 percent ($12,037) of the beach maintenance is borne by the City as part of the total operating cost of the Oxnard Beach Park. The annual beach maintenance cost is as follows:

Annual Costs = $30,092	**District**	**City**
Percent Share of $30,092	x 60%	x 40%
FY 2024-25 Shared Costs	$18,055	$12,037
County Collection Fee	$45	$0
Total Beach Maintenance Cost	**$18,100**	**$12,037**
Embassy Suites' Share (75.4%)	$13,647	$0
Colony's Share (24.6%)	$4,453	$0

The total cost to the District for both the landscaping ($21,346) and the beach maintenance ($18,100) is **$39,446**. The Embassy Suites pay **$18,898** ($5,251 for landscaping + $13,647 for beach maintenance) and The Colony residents pay **$20,548** ($16,095 + $4,453). The County assessment fee is estimated to be $55. Therefore, the difference will be paid from the General Fund.

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

Property owners pay the assessments as a part of their annual property tax bill. The assessment has been approved by the property owners through prior proceedings. Funds received for the benefit of the District are restricted and can only be used to fund the services of the District. Property owners in the District pay the assessments as part of their annual property tax bill.

For FY 2024-25, the estimated Special Districts budget for MAD 4 is $47,931. The City will assess the property owners within the District $39,446 in FY 2024-25 to pay landscape maintenance costs and 60 percent of beach maintenance costs. The City's portion of the beach maintenance is 40 percent ($12,037) and is included in the Proposed Budget for FY 2024-25 as a transfer out contribution to MAD 4 from the General Fund.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 2-0 on May 14, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Anthony Miller, Interim Special Districts Manager

ATTACHMENTS

1. Resolution Approving Levy of MAD 4 2024
2. Oxnard MAD 4 Assessment Roll 24-25
3. City of Oxnard Special Districts Map
4. City of Oxnard Special Districts List
5. MAD4 Proposed Map of Authorized Improvements
6. CityOfOxnardResolution9500
7. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD LEVYING A SPECIAL ASSESSMENT TAX FOR FISCAL YEAR 2024-25 WITHIN THE MANDALAY BEACH MAINTENANCE DISTRICT

WHEREAS, by Resolution No. 8586, adopted November 22, 1983, the City Council formed the Mandalay Beach Maintenance District ("the District") pursuant to the maintenance district provisions of the Improvement Act of 1911 (Streets and Highways Code section 5820 et. seq.); and;

WHEREAS, formation of the District was required as a condition to development imposed by the California Coastal Commission and also as part of a development agreement between the City and the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, the City Council is required by Streets and Highways Code section 5830 to estimate the cost of maintaining and operating the improvements within the District, to decide whether the cost of such maintenance and operation shall be borne wholly or partially by the District, and to levy a special assessment tax within the District sufficient to raise the money to pay for such cost; and

WHEREAS, the City Council wishes to levy such assessments for FY 2024-25 in an amount sufficient to cover all of the expense of maintaining the landscaping and to cover 60% of the expense of maintaining the beach area, with the City paying the remaining 40% of the latter expense; and

WHEREAS, assessments were levied in the District in Fiscal Year 2023-24, and such assessments are not proposed to increase in Fiscal Year 2024-25; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water, flood control, drainage systems and vector control, inasmuch as the beach is public right of way that serves much as a street, manages water and is part of the flood control and drainage systems in the District, and the landscaping is located in or adjacent to sidewalks, streets and other public rights of way and maintenance of the landscaping involves irrigation and vector control; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof; and

WHEREAS, a description of the improvements and the proposed special assessment taxes on real property in the district is contained in the agenda report dated June 4, 2024 on file with the City Clerk ("the agenda report").

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

1. The City Council estimates the cost of maintaining and operating the improvements within the District for Fiscal Year 2024-25 at $47,931, with $39,446 to be paid from assessments and $12,037 to be paid by the City, as more particularly set out in the agenda report. The $39,446 is allocated as follows:

100% of landscape maintenance costs	$21,346
60% of beach maintenance costs	$18,100
Total	$39,446

2. The $39,446 is apportioned among the property owners within the District, as follows:

24.6% of landscape maintenance costs to hotel parcel (APN #191-0-380-105)
75.4% of landscape maintenance costs to Colony condominium parcels (440 APNs)
24.6% of beach maintenance costs to Colony condominium parcels (440 APNs)
75.4% of beach maintenance costs to hotel parcel (APN #191-0-380-105)

3. The City Council levies a special assessment tax for FY 2024-25 on the real property in the District as follows and attached herein:

APN #191-0-380-105 ..... $18,898

$46.70 on each of 440 Colony APNs $20,548

4. In accordance with Government Code section 36936.1, the City Clerk is instructed to cause this resolution to be published one time in a newspaper of general circulation within the City within 15 days after adoption.

5. In accordance with Government Code section 53901, the City Clerk is instructed to file with the Ventura County Auditor within 60 days from July 1, 2024, a certified copy of this resolution.

PASSED, APPROVED AND ADOPTED on this ____ day of June 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

City of Oxnard
MAD No. 4 (Mandalay Beach)
Assessment Detail Report for Fiscal Year 2024/25

APN	Site Address	Assessment Total
191-0-380-105	2101 MANDALAY BEACH RD	$18,898.00
191-0-390-015	2202 MARTINIQUE LN	46.70
191-0-390-025	2200 MARTINIQUE LN	46.70
191-0-390-035	2216 MARTINIQUE LN	46.70
191-0-390-045	2214 MARTINIQUE LN	46.70
191-0-390-055	2212 MARTINIQUE LN	46.70
191-0-390-065	2210 MARTINIQUE LN	46.70
191-0-390-075	2206 MARTINIQUE LN	46.70
191-0-390-085	2204 MARTINIQUE LN	46.70
191-0-390-095	2270 MARTINIQUE LN	46.70
191-0-390-105	2272 MARTINIQUE LN	46.70
191-0-390-115	2274 MARTINIQUE LN	46.70
191-0-390-125	2276 MARTINIQUE LN	46.70
191-0-390-135	2260 MARTINIQUE LN	46.70
191-0-390-145	2262 MARTINIQUE LN	46.70
191-0-390-155	2264 MARTINIQUE LN	46.70
191-0-390-165	2266 MARTINIQUE LN	46.70
191-0-390-175	2244 MARTINIQUE LN	46.70
191-0-390-185	2246 MARTINIQUE LN	46.70
191-0-390-195	2250 MARTINIQUE LN	46.70
191-0-390-205	2252 MARTINIQUE LN	46.70
191-0-390-215	2254 MARTINIQUE LN	46.70
191-0-390-225	2256 MARTINIQUE LN	46.70
191-0-390-235	2240 MARTINIQUE LN	46.70
191-0-390-245	2242 MARTINIQUE LN	46.70
191-0-390-255	2220 MARTINIQUE LN	46.70
191-0-390-265	2222 MARTINIQUE LN	46.70
191-0-390-275	2224 MARTINIQUE LN	46.70
191-0-390-285	2226 MARTINIQUE LN	46.70
191-0-390-295	2230 MARTINIQUE LN	46.70
191-0-390-305	2232 MARTINIQUE LN	46.70
191-0-390-315	2234 MARTINIQUE LN	46.70

City of Oxnard
MAD No. 4 (Mandalay Beach)
Assessment Detail Report for Fiscal Year 2024/25

APN	Site Address	Assessment Total
191-0-390-325	2236 MARTINIQUE LN	46.70
191-0-390-335	2327 MARTINIQUE LN	46.70
191-0-390-345	2325 MARTINIQUE LN	46.70
191-0-390-355	2321 MARTINIQUE LN	46.70
191-0-390-365	2323 MARTINIQUE LN	46.70
191-0-390-375	2341 MARTINIQUE LN	46.70
191-0-390-385	2343 MARTINIQUE LN	46.70
191-0-390-395	2347 MARTINIQUE LN	46.70
191-0-390-405	2345 MARTINIQUE LN	46.70
191-0-390-415	2357 MARTINIQUE LN	46.70
191-0-390-425	2355 MARTINIQUE LN	46.70
191-0-390-435	2353 MARTINIQUE LN	46.70
191-0-390-445	2351 MARTINIQUE LN	46.70
191-0-390-455	2367 MARTINIQUE LN	46.70
191-0-390-465	2365 MARTINIQUE LN	46.70
191-0-390-475	2363 MARTINIQUE LN	46.70
191-0-390-485	2361 MARTINIQUE LN	46.70
191-0-390-495	2377 MARTINIQUE LN	46.70
191-0-390-505	2375 MARTINIQUE LN	46.70
191-0-390-515	2373 MARTINIQUE LN	46.70
191-0-390-525	2371 MARTINIQUE LN	46.70
191-0-390-535	2387 MARTINIQUE LN	46.70
191-0-390-545	2385 MARTINIQUE LN	46.70
191-0-390-555	2383 MARTINIQUE LN	46.70
191-0-390-565	2381 MARTINIQUE LN	46.70
191-0-390-575	2382 VINA DEL MAR	46.70
191-0-390-585	2380 VINA DEL MAR	46.70
191-0-390-595	2376 VINA DEL MAR	46.70
191-0-390-605	2374 VINA DEL MAR	46.70
191-0-390-615	2372 VINA DEL MAR	46.70
191-0-390-625	2370 VINA DEL MAR	46.70
191-0-390-635	2386 MARTINIQUE LN	46.70

City of Oxnard
MAD No. 4 (Mandalay Beach)
Assessment Detail Report for Fiscal Year 2024/25

APN	Site Address	Assessment Total
191-0-390-645	2384 MARTINIQUE LN	46.70
191-0-390-655	2275 MARTINIQUE LN	46.70
191-0-390-665	2277 MARTINIQUE LN	46.70
191-0-390-675	2281 MARTINIQUE LN	46.70
191-0-390-685	2283 MARTINIQUE LN	46.70
191-0-390-695	2285 MARTINIQUE LN	46.70
191-0-390-705	2287 MARTINIQUE LN	46.70
191-0-390-715	2271 MARTINIQUE LN	46.70
191-0-390-725	2273 MARTINIQUE LN	46.70
191-0-390-735	2317 MARTINIQUE LN	46.70
191-0-390-745	2315 MARTINIQUE LN	46.70
191-0-390-755	2313 MARTINIQUE LN	46.70
191-0-390-765	2311 MARTINIQUE LN	46.70
191-0-390-775	2307 MARTINIQUE LN	46.70
191-0-390-785	2305 MARTINIQUE LN	46.70
191-0-390-795	2303 MARTINIQUE LN	46.70
191-0-390-805	2301 MARTINIQUE LN	46.70
191-0-390-815	2221 MARTINIQUE LN	46.70
191-0-390-825	2223 MARTINIQUE LN	46.70
191-0-390-835	2225 MARTINIQUE LN	46.70
191-0-390-845	2227 MARTINIQUE LN	46.70
191-0-390-855	2231 MARTINIQUE LN	46.70
191-0-390-865	2233 MARTINIQUE LN	46.70
191-0-390-875	2235 MARTINIQUE LN	46.70
191-0-390-885	2237 MARTINIQUE LN	46.70
191-0-390-895	2243 MARTINIQUE LN	46.70
191-0-390-905	2241 MARTINIQUE LN	46.70
191-0-390-915	2257 MARTINIQUE LN	46.70
191-0-390-925	2255 MARTINIQUE LN	46.70
191-0-390-935	2261 MARTINIQUE LN	46.70
191-0-390-945	2263 MARTINIQUE LN	46.70
191-0-390-955	2267 MARTINIQUE LN	46.70

City of Oxnard
MAD No. 4 (Mandalay Beach)
Assessment Detail Report for Fiscal Year 2024/25

APN	Site Address	Assessment Total
191-0-390-965	2265 MARTINIQUE LN	46.70
191-0-390-975	2355 VINA DEL MAR	46.70
191-0-390-985	2353 VINA DEL MAR	46.70
191-0-400-015	2351 VINA DEL MAR	46.70
191-0-400-025	2345 VINA DEL MAR	46.70
191-0-400-035	2343 VINA DEL MAR	46.70
191-0-400-045	2341 VINA DEL MAR	46.70
191-0-400-055	2339 VINA DEL MAR	46.70
191-0-400-065	2337 VINA DEL MAR	46.70
191-0-400-075	2335 VINA DEL MAR	46.70
191-0-400-085	2333 VINA DEL MAR	46.70
191-0-400-095	2331 VINA DEL MAR	46.70
191-0-400-105	2325 VINA DEL MAR	46.70
191-0-400-115	2323 VINA DEL MAR	46.70
191-0-400-125	2321 VINA DEL MAR	46.70
191-0-400-135	2317 VINA DEL MAR	46.70
191-0-400-145	2315 VINA DEL MAR	46.70
191-0-400-155	2313 VINA DEL MAR	46.70
191-0-400-165	2311 VINA DEL MAR	46.70
191-0-400-175	2305 VINA DEL MAR	46.70
191-0-400-185	2303 VINA DEL MAR	46.70
191-0-400-195	2301 VINA DEL MAR	46.70
191-0-400-205	2227 VINA DEL MAR	46.70
191-0-400-215	2225 VINA DEL MAR	46.70
191-0-400-225	2223 VINA DEL MAR	46.70
191-0-400-235	2221 VINA DEL MAR	46.70
191-0-400-245	2215 VINA DEL MAR	46.70
191-0-400-255	2213 VINA DEL MAR	46.70
191-0-400-265	2211 VINA DEL MAR	46.70
191-0-400-275	2205 VINA DEL MAR	46.70
191-0-400-285	2203 VINA DEL MAR	46.70
191-0-400-295	2200 VINA DEL MAR	46.70

City of Oxnard
MAD No. 4 (Mandalay Beach)
Assessment Detail Report for Fiscal Year 2024/25

APN	Site Address	Assessment Total
191-0-400-305	2202 VINA DEL MAR	46.70
191-0-400-315	2204 VINA DEL MAR	46.70
191-0-400-325	2206 VINA DEL MAR	46.70
191-0-400-335	2208 VINA DEL MAR	46.70
191-0-400-345	2220 CANNES SQ	46.70
191-0-400-355	2222 CANNES SQ	46.70
191-0-400-365	2224 CANNES SQ	46.70
191-0-400-375	2226 CANNES SQ	46.70
191-0-400-385	2230 CANNES SQ	46.70
191-0-400-395	2232 CANNES SQ	46.70
191-0-400-405	2234 CANNES SQ	46.70
191-0-400-415	2236 CANNES SQ	46.70
191-0-400-425	2364 VINA DEL MAR	46.70
191-0-400-435	2362 VINA DEL MAR	46.70
191-0-400-445	2360 VINA DEL MAR	46.70
191-0-400-455	2354 VINA DEL MAR	46.70
191-0-400-465	2352 VINA DEL MAR	46.70
191-0-400-475	2350 VINA DEL MAR	46.70
191-0-400-485	2336 VINA DEL MAR	46.70
191-0-400-495	2334 VINA DEL MAR	46.70
191-0-400-505	2332 VINA DEL MAR	46.70
191-0-400-515	2330 VINA DEL MAR	46.70
191-0-400-525	2246 CANNES SQ	46.70
191-0-400-535	2244 CANNES SQ	46.70
191-0-400-545	2242 CANNES SQ	46.70
191-0-400-555	2240 CANNES SQ	46.70
191-0-400-565	2214 CANNES SQ	46.70
191-0-400-575	2212 CANNES SQ	46.70
191-0-400-585	2210 CANNES SQ	46.70
191-0-400-595	2245 MARTINIQUE LN	46.70
191-0-400-605	2247 MARTINIQUE LN	46.70
191-0-400-615	2251 MARTINIQUE LN	46.70

City of Oxnard
MAD No. 4 (Mandalay Beach)
Assessment Detail Report for Fiscal Year 2024/25

APN	Site Address	Assessment Total
191-0-400-625	2253 MARTINIQUE LN	46.70
191-0-410-015	2121 VINA DEL MAR	46.70
191-0-410-025	2123 VINA DEL MAR	46.70
191-0-410-035	2125 VINA DEL MAR	46.70
191-0-410-045	2127 VINA DEL MAR	46.70
191-0-410-055	2201 VINA DEL MAR	46.70
191-0-410-065	2183 MARTINIQUE LN	46.70
191-0-410-075	2181 MARTINIQUE LN	46.70
191-0-410-085	2187 MARTINIQUE LN	46.70
191-0-410-095	2185 MARTINIQUE LN	46.70
191-0-410-105	2175 MARTINIQUE LN	46.70
191-0-410-115	2177 MARTINIQUE LN	46.70
191-0-410-125	2173 MARTINIQUE LN	46.70
191-0-410-135	2171 MARTINIQUE LN	46.70
191-0-410-145	2121 MARTINIQUE LN	46.70
191-0-410-155	2123 MARTINIQUE LN	46.70
191-0-410-165	2127 MARTINIQUE LN	46.70
191-0-410-175	2125 MARTINIQUE LN	46.70
191-0-410-185	2131 MARTINIQUE LN	46.70
191-0-410-195	2133 MARTINIQUE LN	46.70
191-0-410-205	2135 MARTINIQUE LN	46.70
191-0-410-215	2137 MARTINIQUE LN	46.70
191-0-410-225	2141 MARTINIQUE LN	46.70
191-0-410-235	2143 MARTINIQUE LN	46.70
191-0-410-245	2145 MARTINIQUE LN	46.70
191-0-410-255	2147 MARTINIQUE LN	46.70
191-0-410-265	2165 MARTINIQUE LN	46.70
191-0-410-275	2167 MARTINIQUE LN	46.70
191-0-410-285	2151 MARTINIQUE LN	46.70
191-0-410-295	2153 MARTINIQUE LN	46.70
191-0-410-305	2155 MARTINIQUE LN	46.70
191-0-410-315	2157 MARTINIQUE LN	46.70

City of Oxnard
MAD No. 4 (Mandalay Beach)
Assessment Detail Report for Fiscal Year 2024/25

APN	Site Address	Assessment Total
191-0-410-325	2161 MARTINIQUE LN	46.70
191-0-410-335	2163 MARTINIQUE LN	46.70
191-0-410-345	2101 MARTINIQUE ST	46.70
191-0-410-355	2103 MARTINIQUE LN	46.70
191-0-410-365	2105 MARTINIQUE ST	46.70
191-0-410-375	2107 MARTINIQUE ST	46.70
191-0-410-385	2111 MARTINIQUE ST	46.70
191-0-410-395	2113 MARTINIQUE ST	46.70
191-0-410-405	2115 MARTINIQUE LN	46.70
191-0-410-415	2117 MARTINIQUE LN	46.70
191-0-410-425	2110 VINA DEL MAR ST	46.70
191-0-410-435	2112 VINA DEL MAR ST	46.70
191-0-410-445	2114 VINA DEL MAR ST	46.70
191-0-410-455	2116 VINA DEL MAR ST	46.70
191-0-410-465	2120 VINA DEL MAR ST	46.70
191-0-410-475	2122 VINA DEL MAR ST	46.70
191-0-410-485	2124 VINA DEL MAR ST	46.70
191-0-430-015	4504 ANTIGUA WAY	46.70
191-0-430-025	4506 ANTIGUA WAY	46.70
191-0-430-035	4510 ANTIGUA WAY	46.70
191-0-430-045	4512 ANTIGUA WAY	46.70
191-0-430-055	4514 ANTIGUA WAY	46.70
191-0-430-065	4516 ANTIGUA WAY	46.70
191-0-430-075	4500 ANTIGUA WAY	46.70
191-0-430-085	4502 ANTIGUA WAY	46.70
191-0-430-095	4496 ANTIGUA WAY	46.70
191-0-430-105	4494 ANTIGUA WAY	46.70
191-0-430-115	4492 ANTIGUA WAY	46.70
191-0-430-125	4490 ANTIGUA WAY	46.70
191-0-430-135	4486 ANTIGUA WAY	46.70
191-0-430-145	4484 ANTIGUA WAY	46.70
191-0-430-155	4482 ANTIGUA WAY	46.70

City of Oxnard
MAD No. 4 (Mandalay Beach)
Assessment Detail Report for Fiscal Year 2024/25

APN	Site Address	Assessment Total
191-0-430-165	4480 ANTIGUA WAY	46.70
191-0-430-175	4475 ANTIGUA WAY	46.70
191-0-430-185	4477 ANTIGUA WAY	46.70
191-0-430-195	4471 ANTIGUA WAY	46.70
191-0-430-205	4473 ANTIGUA WAY	46.70
191-0-430-215	4476 ANTIGUA WAY	46.70
191-0-430-225	4474 ANTIGUA WAY	46.70
191-0-430-235	4472 ANTIGUA WAY	46.70
191-0-430-245	4470 ANTIGUA WAY	46.70
191-0-430-255	4466 ANTIGUA WAY	46.70
191-0-430-265	4464 ANTIGUA WAY	46.70
191-0-430-275	4462 ANTIGUA WAY	46.70
191-0-430-285	4460 ANTIGUA WAY	46.70
191-0-430-295	4444 ANTIGUA WAY	46.70
191-0-430-305	4446 ANTIGUA WAY	46.70
191-0-430-315	4450 ANTIGUA WAY	46.70
191-0-430-325	4452 ANTIGUA WAY	46.70
191-0-430-335	4454 ANTIGUA WAY	46.70
191-0-430-345	4456 ANTIGUA WAY	46.70
191-0-430-355	4440 ANTIGUA WAY	46.70
191-0-430-365	4442 ANTIGUA WAY	46.70
191-0-430-375	4434 ANTIGUA WAY	46.70
191-0-430-385	4436 ANTIGUA WAY	46.70
191-0-430-395	4432 ANTIGUA WAY	46.70
191-0-430-405	4430 ANTIGUA WAY	46.70
191-0-430-415	4455 ANTIGUA WAY	46.70
191-0-430-425	4457 ANTIGUA WAY	46.70
191-0-430-435	4461 ANTIGUA WAY	46.70
191-0-430-445	4463 ANTIGUA WAY	46.70
191-0-430-455	4465 ANTIGUA WAY	46.70
191-0-430-465	4467 ANTIGUA WAY	46.70
191-0-430-475	4451 ANTIGUA WAY	46.70

City of Oxnard
MAD No. 4 (Mandalay Beach)
Assessment Detail Report for Fiscal Year 2024/25

APN	Site Address	Assessment Total
191-0-430-485	4453 ANTIGUA WAY	46.70
191-0-430-495	4445 ANTIGUA WAY	46.70
191-0-430-505	4447 ANTIGUA WAY	46.70
191-0-430-515	4443 ANTIGUA WAY	46.70
191-0-430-525	4441 ANTIGUA WAY	46.70
191-0-430-535	4433 ANTIGUA WAY	46.70
191-0-430-545	4431 ANTIGUA WAY	46.70
191-0-430-555	4427 ANTIGUA WAY	46.70
191-0-430-565	4425 ANTIGUA WAY	46.70
191-0-430-575	4423 ANTIGUA WAY	46.70
191-0-430-585	4421 ANTIGUA WAY	46.70
191-0-430-595	4437 ANTIGUA WAY	46.70
191-0-430-605	4435 ANTIGUA WAY	46.70
191-0-430-615	4413 ANTIGUA WAY	46.70
191-0-430-625	4411 ANTIGUA WAY	46.70
191-0-430-635	4407 ANTIGUA WAY	46.70
191-0-430-645	4405 ANTIGUA WAY	46.70
191-0-430-655	4403 ANTIGUA WAY	46.70
191-0-430-665	4401 ANTIGUA WAY	46.70
191-0-430-675	4417 ANTIGUA WAY	46.70
191-0-430-685	4415 ANTIGUA WAY	46.70
191-0-430-695	4481 ANTIGUA WAY	46.70
191-0-430-705	4487 ANTIGUA WAY	46.70
191-0-430-715	4483 ANTIGUA WAY	46.70
191-0-430-725	4485 ANTIGUA WAY	46.70
191-0-440-015	2065 MAJORCA DR	46.70
191-0-440-025	2067 MAJORCA DR	46.70
191-0-440-035	2063 MAJORCA DR	46.70
191-0-440-045	2061 MAJORCA DR	46.70
191-0-440-055	2055 MAJORCA DR	46.70
191-0-440-065	2057 MAJORCA DR	46.70
191-0-440-075	2053 MAJORCA DR	46.70

City of Oxnard
MAD No. 4 (Mandalay Beach)
Assessment Detail Report for Fiscal Year 2024/25

APN	Site Address	Assessment Total
191-0-440-085	2051 MAJORCA DR	46.70
191-0-440-095	2013 MAJORCA DR	46.70
191-0-440-105	2011 MAJORCA DR	46.70
191-0-440-115	2005 MAJORCA DR	46.70
191-0-440-125	2007 MAJORCA DR	46.70
191-0-440-135	2003 MAJORCA DR	46.70
191-0-440-145	2001 MAJORCA DR	46.70
191-0-440-155	2015 MAJORCA DR	46.70
191-0-440-165	2017 MAJORCA DR	46.70
191-0-440-175	2023 MAJORCA DR	46.70
191-0-440-185	2021 MAJORCA DR	46.70
191-0-440-195	2025 MAJORCA DR	46.70
191-0-440-205	2027 MAJORCA DR	46.70
191-0-440-215	2033 MAJORCA DR	46.70
191-0-440-225	2031 MAJORCA DR	46.70
191-0-440-235	2035 MAJORCA DR	46.70
191-0-440-245	2037 MAJORCA DR	46.70
191-0-440-255	2043 MAJORCA DR	46.70
191-0-440-265	2041 MAJORCA DR	46.70
191-0-440-275	2047 MAJORCA DR	46.70
191-0-440-285	2045 MAJORCA DR	46.70
191-0-440-295	1965 MAJORCA DR	46.70
191-0-440-305	1967 MAJORCA DR	46.70
191-0-440-315	1973 MAJORCA DR	46.70
191-0-440-325	1971 MAJORCA DR	46.70
191-0-440-335	1975 MAJORCA DR	46.70
191-0-440-345	1977 MAJORCA DR	46.70
191-0-440-355	1963 MAJORCA DR	46.70
191-0-440-365	1961 MAJORCA DR	46.70
191-0-440-375	1955 MAJORCA DR	46.70
191-0-440-385	1957 MAJORCA DR	46.70
191-0-440-395	1953 MAJORCA DR	46.70

City of Oxnard
MAD No. 4 (Mandalay Beach)
Assessment Detail Report for Fiscal Year 2024/25

APN	Site Address	Assessment Total
191-0-440-405	1951 MAJORCA DR	46.70
191-0-440-415	1945 MAJORCA DR	46.70
191-0-440-425	1947 MAJORCA DR	46.70
191-0-440-435	1943 MAJORCA DR	46.70
191-0-440-445	1941 MAJORCA DR	46.70
191-0-440-455	1933 MAJORCA DR	46.70
191-0-440-465	1931 MAJORCA DR	46.70
191-0-440-475	1937 MAJORCA DR	46.70
191-0-440-485	1935 MAJORCA DR	46.70
191-0-440-495	1923 MAJORCA	46.70
191-0-440-505	1921 MAJORCA DR	46.70
191-0-440-515	1927 MAJORCA DR	46.70
191-0-440-525	1925 MAJORCA DR	46.70
191-0-440-535	1913 MAJORCA DR	46.70
191-0-440-545	1911 MAJORCA DR	46.70
191-0-440-555	1915 MAJORCA DR	46.70
191-0-440-565	1917 MAJORCA DR	46.70
191-0-440-575	1903 MAJORCA DR	46.70
191-0-440-585	1901 MAJORCA DR	46.70
191-0-440-595	1905 MAJORCA DR	46.70
191-0-440-605	1907 MAJORCA DR	46.70
191-0-440-615	1902 MAJORCA DR	46.70
191-0-440-625	1906 MAJORCA DR	46.70
191-0-440-635	1912 MAJORCA DR	46.70
191-0-440-645	1900 MAJORCA DR	46.70
191-0-440-655	1904 MAJORCA DR	46.70
191-0-440-665	1910 MAJORCA	46.70
191-0-440-675	1914 MAJORCA DR	46.70
191-0-440-685	1916 MAJORCA DR	46.70
191-0-450-015	1983 SAN SEBASTIAN DR	46.70
191-0-450-025	1981 SAN SEBASTIAN DR	46.70
191-0-450-035	1985 SAN SEBASTIAN DR	46.70

City of Oxnard
MAD No. 4 (Mandalay Beach)
Assessment Detail Report for Fiscal Year 2024/25

APN	Site Address	Assessment Total
191-0-450-045	1987 SAN SEBASTIAN DR	46.70
191-0-450-055	2013 SAN SEBASTIAN DR	46.70
191-0-450-065	2011 SAN SEBASTIAN DR	46.70
191-0-450-075	2015 SAN SEBASTIAN DR	46.70
191-0-450-085	2017 SAN SEBASTIAN DR	46.70
191-0-450-095	2023 SAN SEBASTIAN DR	46.70
191-0-450-105	2021 SAN SEBASTIAN DR	46.70
191-0-450-115	2025 SAN SEBASTIAN DR	46.70
191-0-450-125	2027 SAN SEBASTIAN DR	46.70
191-0-450-135	2043 SAN SEBASTIAN DR	46.70
191-0-450-145	2041 SAN SEBASTIAN DR	46.70
191-0-450-155	2045 SAN SEBASTIAN DR	46.70
191-0-450-165	2047 SAN SEBASTIAN DR	46.70
191-0-450-175	2063 SAN SEBASTIAN DR	46.70
191-0-450-185	2061 SAN SEBASTIAN DR	46.70
191-0-450-195	2065 SAN SEBASTIAN DR	46.70
191-0-450-205	2067 SAN SEBASTIAN DR	46.70
191-0-460-015	1967 SAN SEBASTIAN DR	46.70
191-0-460-025	1965 SAN SEBASTIAN DR	46.70
191-0-460-035	1961 SAN SEBASTIAN DR	46.70
191-0-460-045	1963 SAN SEBASTIAN DR	46.70
191-0-460-055	4766 SAN SEBASTIAN DR	46.70
191-0-460-065	4764 SAN SEBASTIAN DR	46.70
191-0-460-075	4760 SAN SEBASTIAN DR	46.70
191-0-460-085	4762 SAN SEBASTIAN DR	46.70
191-0-460-095	4746 SAN SEBASTIAN DR	46.70
191-0-460-105	4744 SAN SEBASTIAN DR	46.70
191-0-460-115	4740 SAN SEBASTIAN DR	46.70
191-0-460-125	4742 SAN SEBASTIAN DR	46.70
191-0-460-135	4726 SAN SEBASTIAN DR	46.70
191-0-460-145	4724 SAN SEBASTIAN DR	46.70
191-0-460-155	4720 SAN SEBASTIAN DR	46.70

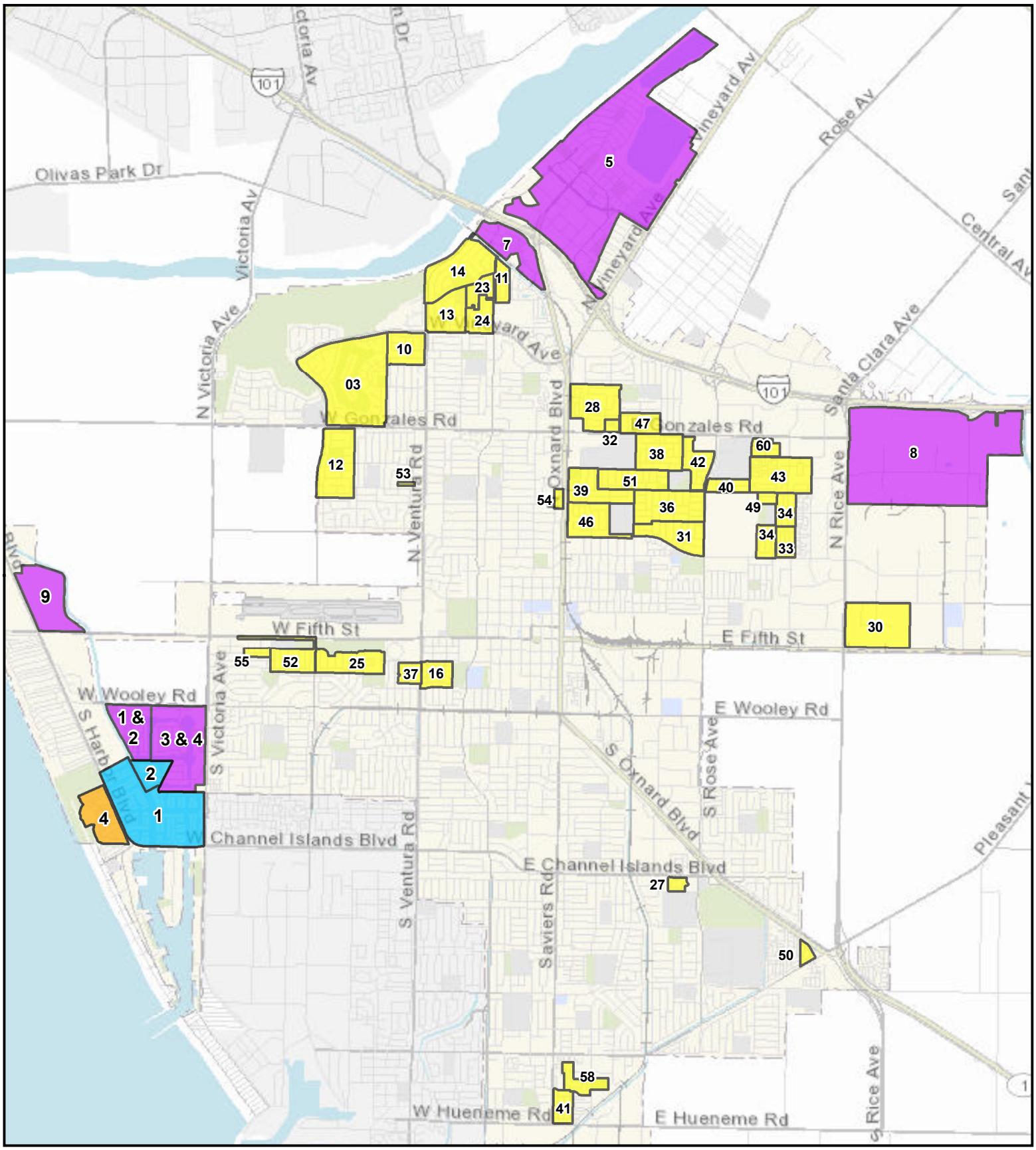
City of Oxnard
MAD No. 4 (Mandalay Beach)
Assessment Detail Report for Fiscal Year 2024/25

APN	Site Address	Assessment Total
191-0-460-165	4722 SAN SEBASTIAN DR	46.70
191-0-460-175	4706 SAN SEBASTIAN DR	46.70
191-0-460-185	4704 SAN SEBASTIAN DR	46.70
191-0-460-195	4700 SAN SEBASTIAN DR	46.70
191-0-460-205	4702 SAN SEBASTIAN DR	46.70
191-0-460-215	4676 SAN SEBASTIAN DR	46.70
191-0-460-225	4674 SAN SEBASTIAN DR	46.70
191-0-460-235	4670 SAN SEBASTIAN DR	46.70
191-0-460-245	4672 SAN SEBASTIAN DR	46.70
191-0-460-265	1932 SAN TROPEZ CIR	46.70
191-0-460-275	1930 SAN TROPEZ CIR	46.70
191-0-460-285	1934 SAN TROPEZ CIR	46.70
191-0-460-295	1936 SAN TROPEZ CIR	46.70
191-0-460-305	1952 SAN TROPEZ CIR	46.70
191-0-460-315	1950 SAN TROPEZ CIR	46.70
191-0-460-325	1954 SAN TROPEZ CIR	46.70
191-0-460-335	1956 SAN TROPEZ CIR	46.70
191-0-460-345	1960 SAN TROPEZ CIR	46.70
191-0-460-355	1962 SAN TROPEZ CIR	46.70
191-0-460-365	1964 SAN TROPEZ CIR	46.70
191-0-460-375	1966 SAN TROPEZ CIR	46.70
191-0-460-385	1970 SAN TROPEZ CIR	46.70
191-0-460-395	1972 SAN TROPEZ CIR	46.70
191-0-460-405	1974 SAN TROPEZ CIR	46.70
191-0-460-415	1976 SAN TROPEZ CIR	46.70
191-0-460-425	1982 SAN TROPEZ CIR	46.70
191-0-460-435	1980 SAN TROPEZ CIR	46.70
191-0-460-445	1984 SAN TROPEZ CIR	46.70
191-0-460-455	1986 SAN TROPEZ CIR	46.70
191-0-460-465	2007 SAN TROPEZ CIR	46.70
191-0-460-475	2005 SAN TROPEZ CIR	46.70
191-0-460-485	2001 SAN TROPEZ CIR	46.70

City of Oxnard
MAD No. 4 (Mandalay Beach)
Assessment Detail Report for Fiscal Year 2024/25

APN	Site Address	Assessment Total
191-0-460-495	2003 SAN TROPEZ CIR	46.70
191-0-460-505	4737 SAN SEBASTIAN DR	46.70
191-0-460-515	4735 SAN SEBASTIAN DR	46.70
191-0-460-525	4731 SAN SEBASTIAN DR	46.70
191-0-460-535	4733 SAN SEBASTIAN DR	46.70
191-0-460-545	4717 SAN SEBASTIAN DR	46.70
191-0-460-555	4715 SAN SEBASTIAN DR	46.70
191-0-460-565	4711 SAN SEBASTIAN DR	46.70
191-0-460-575	4713 SAN SEBASTIAN DR	46.70
191-0-460-585	4691 SAN SEBASTIAN DR	46.70
191-0-460-595	4693 SAN SEBASTIAN DR	46.70
191-0-460-605	4695 SAN SEBASTIAN DR	46.70
191-0-460-615	4697 SAN SEBASTIAN DR	46.70
191-0-460-625	4681 SAN SEBASTIAN DR	46.70
191-0-460-635	4683 SAN SEBASTIAN DR	46.70
191-0-460-645	4685 SAN SEBASTIAN DR	46.70
191-0-460-655	4687 SAN SEBASTIAN DR	46.70
191-0-460-665	1943 SAN TROPEZ CIR	46.70
191-0-460-675	1941 SAN TROPEZ CIR	46.70
191-0-460-685	1945 SAN TROPEZ CIR	46.70
191-0-460-695	1947 SAN TROPEZ CIR	46.70
191-0-460-705	1990 SAN TROPEZ CIR	46.70
191-0-460-715	1992 SAN TROPEZ CIR	46.70
191-0-460-725	1996 SAN TROPEZ CIR	46.70
191-0-460-735	1994 SAN TROPEZ CIR	46.70
441 Accounts		**$39,446.00**

CITY OF OXNARD SPECIAL DISTRICTS



Maintenance Assessment District (District No.)

Community Facilities District (District No.)

Waterway Assessment District (Zone No.)

Landscape Maintenance District (District No.)

Created by:
CITY OF OXNARD
Geographic Information Systems Division
March 2023

3,000 0 3,000 6,000 Feet

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N W E S

Data Source:
City of Oxnard GIS Division
County of Ventura GIS Program

CITY OF OXNARD – SPECIAL DISTRICTS

LANDSCAPE MAINTENANCE DISTRICT * COMMUNITY FACILITIES DISTRICTS
WATERWAYS ASSESSMENT DISTRICTS * MAINTENANCE ASSESSMENT DISTRICTS

COMMUNITY FACILITIES DISTRICTS	
1 & 2 – Westport at Mandalay Bay	7 – Wagon Wheel
3 & 4 – Seabridge at Mandalay Bay	8 – Sakioka Farms
5 – Riverpark	9 – Northshore at Mandalay Bay

LANDSCAPE MAINTENANCE DISTRICTS	
3 – Riverridge	37 – Pacific Cove
10 – Country Club	38 – Aldea Del Mar
11 – St Tropez	39 – El Sueno Promesa
12 – Standard Pacific	40 – Cantada
13 – Le Village	41 – Pacific Cove
14 – California Cove	42 – Cantabria/Coronado
16 – California Lighthouse	43 – Greenbelt
23 – Greystone	46 – Daily Ranch
24 – Vineyards	47 – Sycamore Place
25 – The Pointe	49 – Cameron Ranch
27 – Rose Island	50 – PV Senior Housing
28 – Harborside	51 – Pfeiler
30 – Haas Automation	52 – Wingfield
31 – Rancho De La Rosa	53 – Huff Court
32 – Oak Park	54 – Meadowcrest
33 – El Paseo	55 – Wingfield West
34 – Sunrise Pt/Sunset Cove	58 – Westwind
36 – Villa Santa Cruz	60 – Artisan

MAINTENANCE ASSESSMENT DISTRICT
4 – Mandalay Beach/Colony

WATERWAYS ASSESSEMENT DISTRICTS	
Zone 1 – Mandalay Bay Zone	2 – Harbour Island

Proposed Maintenance to Remain MAD 4 Responsibility

MAD No. 4
(Mandalay Beach/Colony/Hotel)

DISTRICT BOUNDARY
PATH (32,751 SQ FT)
PLANTER (53,720 SQ FT)
SAND / DUNE (324,074 SQ FT)
TURF (66,943 SQ FT)
CITY BOUNDARY

0 75 150 300 450Feet

N

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

District boundaries and authorized improvements are subject to change based on the final formation documentation

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The City does not make any representations or warranties regarding the use, accuracy, reliability, and/or completeness of this map and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD REVISING A MAINTENANCE COST FOR AND SPREADING THE ASSESSMENT ON PARCELS IN THE MANDALAY BEACH AND LANDSCAPING MAINTENANCE DISTRICT FOR THE FISCAL YEAR 1988-89.

WHEREAS, as a condition to development imposed by the Coastal Commission and as a provision of the development agreement with the City of Oxnard, the City was required to form a maintenance district to maintain the 36-acre beach area together with various landscaping and bicycle and pedestrian paths to be developed in connection with Tract No. 2923; and

WHEREAS, by Resolution No. 8571 adopted November 1, 1983, the City Council declared its intention to form such a district; and

WHEREAS, by Resolution No. 8586 adopted November 22, 1983, the City of Oxnard did form the Mandalay Beach and Landscaping Maintenance District; and

WHEREAS, the City is now required to estimate the cost of maintaining the beach area as dedicated by the developer of Tract No. 2923 and all landscaping within such tract located within public rights-of-way.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES AS FOLLOWS:

1. That the maintenance cost for the Mandalay Beach and Landscaping Assessment District, as established by Resolution No. 8586, is hereby approved as follows:

   - Landscape Maintenance Costs.....$20,000
   - Beach Maintenance Costs, based on the..... 35,236
     Mandalay project's assumption of 60% of the cost of maintaining the 36-acre beachfront.

   TOTAL.....$55,236

2. That this cost shall be wholly apportioned to the various property owners within Tract 2923 according to existing recorded covenants, codes and restrictions entered into by the developer, to wit:

   - 25% of the landscape maintenance costs and 75% of the beach maintenance costs, are to be borne by the owners of the hotel site (APN #191-0-380-105).
   - 75% of the landscape maintenance costs and 25% of the beach maintenance costs are to be equally divided among the residential condominium owners within The Colony development.

3. That in accordance with Government Code, Section 36936.1, the City Clerk is instructed to cause this resolution to be published one time in the Press-Courier within 15 days after adoption.

County Auditor a certified copy of this resolution, as provided in Government Code, Section 53901.

Passed and adopted this 5th day of July, 1988, by the following vote:

AYES: Council Members: Lopez, Maron and Takasugi.

NOES: Council Members: Johs and Plisky.

ABSENT: None.

Nao Takasugi
Mayor

ATTEST:

Mabi Plisky
City Clerk

APPROVED AS TO FORM:

7-6-88

Gary Gillig
City Attorney

Adoption of Resolution for the FY 2024-25 Levy of Assessments in Mandalay Beach Maintenance District

Finance & Governance Committee
May 14, 2024

City Council
June 4, 2024

Anthony Miller
Interim Special Districts Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Finance & Governance Committee recommend that the City Council, acting as the legislative body for the Mandalay Beach Maintenance District:

1. Hold a Public Hearing on June 4, 2024 to receive public testimony regarding the proposed Fiscal Year 2024-25 assessments for the Mandalay Beach Maintenance District; and

2. Adopt a resolution to levy the special tax assessment for Fiscal Year 2024-25 within the Mandalay Beach Maintenance District.

RECOMMENDATION

That the City Council, acting as the legislative body for the Mandalay Beach Maintenance District (MAD 4):

1. Hold a public hearing to receive public testimony regarding the proposed Fiscal Year 2024-25 assessments for the Mandalay Beach Maintenance District; and

2. Adopt a resolution to levy the special tax assessment for Fiscal Year 2024-25 within the Mandalay Beach Maintenance District.

BACKGROUND

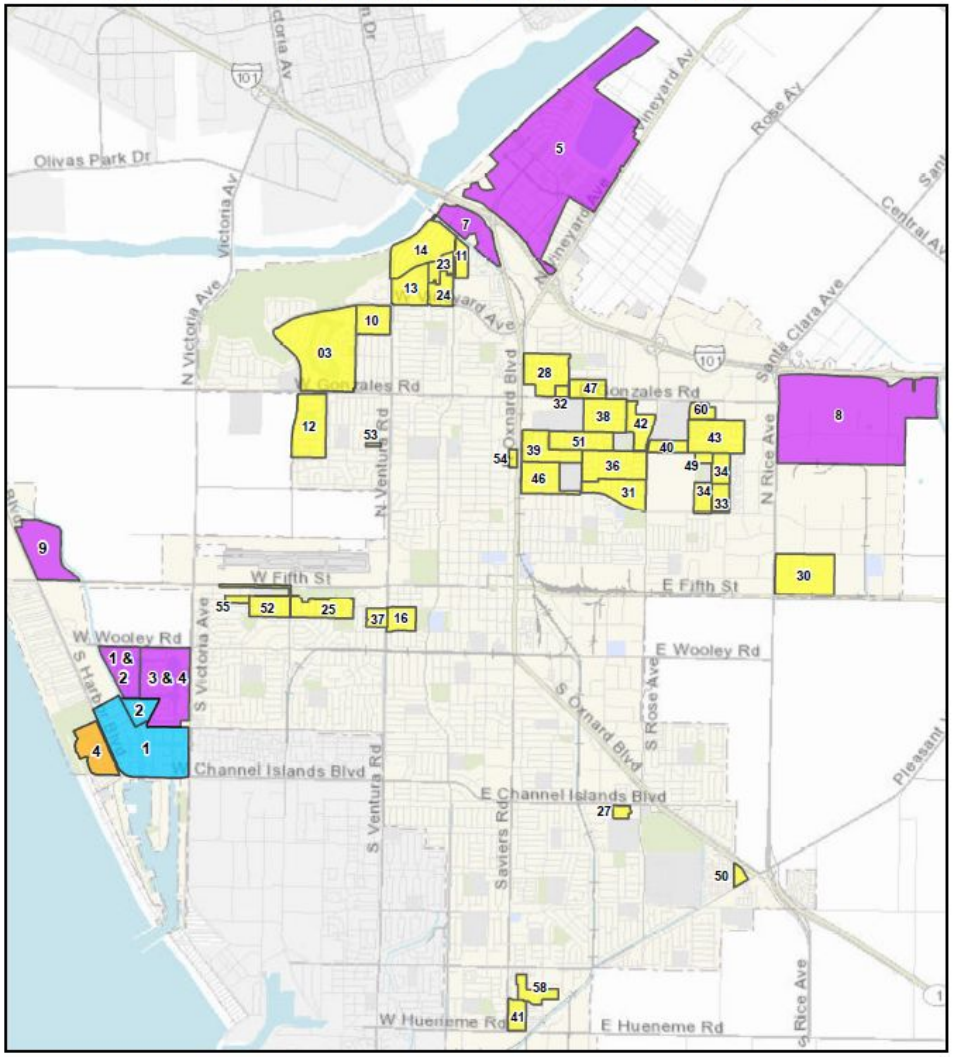
- On November 22, 1983, the Mandalay Beach Maintenance District ("District" or "MAD-4") was formed pursuant to the Improvement Act of 1911, in order to recover the cost of the City's maintenance of a 36-acre beach area, plus landscaping on public rights-of-way within Tract No. 2923

- July 1, 1986: City's responsibility to maintain the above-mentioned areas became effective

- July 5, 1988: City Council adopted Resolution No. 9,500, which shifted the bulk of the District's beach maintenance costs from residents of The Colony to the Mandalay Beach Resort Hotel

MAP OF SPECIAL DISTRICTS IN THE CITY OF OXNARD

CITY OF OXNARD SPECIAL DISTRICTS



Maintenance Assessment District (District No.)
Community Facilities District (District No.)
Waterway Assessment District (Zone No.)
Landscape Maintenance District (District No.)

More information can be found at:

oxnard.org/city-department/finance/special-assessment-districts/

DISCUSSION

- Total assessment levy for Fiscal Year 2024-25 is $39,446 which funds expenses for landscape and beach maintenance.

Landscaping ($21,346)

The District maintains the landscape areas along Falkirk Avenue, Harbor Boulevard, Mandalay Beach Road, Costa del Oro, and the bikeway/greenbelt along the southerly property line. Based on an agreement between the residential developers and the Mandalay Beach Resort Hotel executed in February 1984 - $21,346 allocated cost:

- 75.4% to The Colony residential development of $16,095
- 24.6% to the Embassy Suite hotel of $5,251

DISCUSSION

Beach Maintenance ($18,100)

- District bears 60% of the beach maintenance cost. Of that, 75.4% is paid by the Embassy Suites hotel and 24.6% is paid by the Colony.

Annual Costs = $30,092	**District**	**City**
Percent Share of $30,092	x 60%	x 40%
FY 2022-23 Shared Costs	$18,055	$12,037
County Collection Fee	$45	$0
Total Beach Maintenance Cost	**$18,100**	**$12,037**
Embassy Suite's Share (75.4%)	$13,647	$0
Colony's Share (24.6%)	$4,453	$0

FINANCIAL IMPACT

- City will assess property owners in Fiscal Year 2024-25 to pay landscape maintenance costs and 60% of beach maintenance costs for the Mandalay Beach Maintenance District.

- City's portion of the beach maintenance, 40% equaling $12,037, will be included as a transfer out contribution to MAD 4 from the General Fund in Fiscal Year 2024-25

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS
AGENDA ITEM NO. L.3

DATE: June 4, 2024

TO: City Council and Oxnard Housing Authority

FROM: Javier Chagoyen-Lazaro, Chief Financial Officer, (805) 200-5400, javier.chagoyenlazaro@oxnard.org

SUBJECT: Public Hearing on the Fiscal Year 2024-25 Proposed Budget. (45 minutes)

RECOMMENDATION

That the City Council and Housing Authority Board conduct a public hearing on the Fiscal Year (FY) 2024-25 Proposed Budget for the City of Oxnard and Oxnard Housing Authority and provide staff direction regarding any adjustments to the Proposed Budget, in preparation for budget adoption on June 18, 2024.

Please click the following link to view the required Measure M pre-recorded presentation video titled Fiscal Year 2024-25 Budget Preview: https://youtu.be/XCXCnjxX62k

Please click the following link to view the required Measure M pre-recorded presentation video titled Additional Information on Fiscal Year 2024-25 Proposed Annual Budget: https://youtu.be/ykwH7no4pUw

BACKGROUND

EXECUTIVE SUMMARY

Staff prepared this report for the Finance and Governance Committee (FGC) meeting on May 14, 2024. As a result of a number of concurrent processes that culminate in budget adoption in June, there are three changes to what was presented at the May 14th FGC meeting. Those changes are explained in the section titled Modifications Since Finance and Governance Meeting at the end of this staff report. The presentation before the FGC can be viewed on the City's website at: https://oxnardca.portal.civicclerk.com/event/5070/media. The digital online Proposed Budget has not been changed to include those modifications.

On May 30, 2024, the Measure O Citizen Oversight Committee will meet to review the proposed Measure O additional expenditures for FY 24-25. This report will be published before that Committee meets, so staff will orally summarize any Measure O Committee substantive recommendations at the Council's public hearing. The Measure O section of this report is consistent with what was presented to FGC.

If there are further changes or updates between the date of publishing this report and the Council's June 4th public hearing staff will orally state those at the meeting. Also, since the Capital Improvement Program (CIP) will be heard earlier the same evening as the budget, any changes to the proposed CIP projects listed for FY 24-25 could have an impact on the FY 24-25 Budget, which staff can incorporate into the Council's consideration of the Budget adoption.

Staff anticipates presenting the FY 24-25 Budget for Council adoption at its June 18, 2024, meeting. Once approved, staff will then incorporate all changes into the final digital online Adopted Budget.

BACKGROUND

In addition to the Measure M video, the City released a budget preview podcast the week of May 13, 2024, for public viewing (www.oxnard.gov/fiscal-year-2024-2025-budget). The Proposed Budget as provided in the presentation outlines information on where the City of Oxnard prioritizes services and infrastructure to its residents.

This agenda report covers the projected revenues, expenditures and available fund balances for the City's six major funds, including the General Fund, Measure O (Half-Cent Sales Tax) Fund, Water Fund, Wastewater Fund, Golf Fund and Environmental Resources (solid waste) Fund. The Citywide Proposed Expenditure Budget is approximately $760.5 million, which includes the General Fund group: landscape maintenance and community facilities district funds, special revenue funds, assessment district funds, enterprise funds, internal service funds. The Housing Authority's budget (not part of the City All Funds total) is proposed at $42.2 million. The total budget appropriation amount will include transfers to capital projects amounting to $200.9 million. All Funds Revenues are proposed at $719.2 million.

The figures presented represent the City of Oxnard funds (excluding the Housing Authority, which is scheduled for Council Committee on May 28, 2024, and City Council on June 18, 2024), are preliminary, and may be revised between the May 14th FGC meeting and the June 4th City Council/Housing Authority Board public hearing. Significant changes are not anticipated; however, adjustments may be made to reflect the most current available information, especially since the CIP, Housing Authority Budget and Landscape Maintenance and Community Facility District budget (Special Districts), are being developed and considered during the same time periods as the City Budget.

New Budgeting Software

The Proposed FY 2024-25 Operating and Capital Budgets were prepared using new software for the first time. This software has helped to provide additional efficiency and real-time information throughout the process of building and refining the budget. The City has many funds and sub funds, and the online budget tool provides additional detail regarding all funds. Staff recommends that interested stakeholders review the online digital budget for a full and complete picture of all City funds.

Capital Improvement Program (CIP)

Public Works staff presented the CIP to the Public Works and Transportation Committee on April 23, 2024. The Committee voted to defer making recommendations regarding the prioritization of General Fund and Measure O CIP projects to the full City Council. The FY 2024-25 CIP includes $11.3 million in new projects funded by the General Fund and $14.0 million funded by Measure O. These projects are listed in the CIP section of the digital online budget.

The City Council will receive the Recommended Five-Year CIP and be asked to provide recommendations for funding at its June 4, 2024, regular meeting.

Special Districts

The budget and assessment process for Special Districts is unique and requires additional steps from many of the other City operating budgets. The City Council reviews and approves the FY 2024-25 operating budget for each of the special financing districts through the annual assessment process. As such, the overall City's FY 2024-25 proposed operating budget includes Proposed Budget numbers for special financing districts, but are not final until such time the City Council has gone through the required assessment process. This year, Public Works staff anticipates the annual assessment process to take place at the City Council meetings on June 4, 2024, June 18, 2024, and June 27, 2024 (if needed). Once these annual assessment procedures are concluded, the approved special districts' operating budgets will be included into the overall City operating budget for FY 2024-25. Numbers included on the budget website for Special Districts should not be regarded as final at this time.

DISCUSSION

Over the last couple of years, the City has been on a path to restoring services by maintaining adequate public safety, restoring proper paving street cycles, improving cybersecurity, and maintaining financial stability. For the FY 2024-25 Proposed Budget, as was the case with the FY 2023-24 adopted budget, staff continue to acknowledge challenges

including supply chain disruptions, inflation, labor shortages and the Mr. Starr bonding litigation. These challenges have forced the City to slow the pace in terms of restoring programs and investing in infrastructure and enhancing the quality of life. It should be noted that the City has benefited from increases in a number of general tax categories, most notably sales tax, as a result of the Amazon Fulfillment Center operating within the City limits over the last few years. Increases in the federal interest rate have also had a short-term positive impact on interest income earned on the City's cash and investment balances too. These positive revenues are not likely to continue but have contributed to a record surplus within the General Fund projected by June 30, 2024. Because this is likely not an ongoing revenue increase, staff continues to recommend limited additions of ongoing programs and one-time projects in the budget, which are described in the following major fund areas.

In developing the Proposed Budget for FY 2024-25, careful consideration was given to maintaining and improving the financial position of the City. Oxnard's General Fund has a current Issuer Credit Rating (ICR) from Standard and Poor's. Oxnard's General Fund is currently rated A+, which is slightly lower than neighboring communities such as the cities of Camarillo, Thousand Oaks, and Ventura. The City is on a good path toward improving this rating one notch upward to AA. Credit ratings are important as they affect the price paid to finance infrastructure and reflect financial management practices and resiliency in maintaining city services. Staff is confident that when the City is able to re-access bond markets, its current financial position will be looked upon favorably by external credit rating agencies and may be sufficient to warrant an upgrade.

The following is information about the FY 2024-25 proposed budget for each of the major funds. The Environmental Resources fund includes the recently approved rate structure generating much needed additional revenues, the Water fund reflects the second year of the multiyear water rates adopted by City Council, while Wastewater and Golf continue to budget for the expenditures necessary to maintain infrastructure and deliver services similar to last year's budget. Capital programs are proposed with supply chain issues, labor shortages and revenue availability taken into consideration.

General Fund (101)

The City has made significant progress towards fiscal sustainability since facing a structural budget deficit of $9.2 million in 2019. Today the City anticipates a budget surplus of approximately $35 million by the end of FY 2023-24. While the surplus is an important milestone, we should consider this as one-time funding that is attributed to the new sales tax allocation from the single Amazon Fulfillment Center, one-time revenue from the American Rescue Plan Act, and slightly higher interest earnings. This surplus provides the opportunity to reinforce the Oxnard City Council's priority of securing long-term financial stability by using the bulk of the funds to pay down long-term debt. While the community may not see or experience the benefits of this choice today, it is the right action to keep our City on the path of adhering to sound financial principles.

Revenues

General Fund revenues are projected at $235.7 million, $11.8 million (5.3%) greater than the prior year Adopted Budget. The projected change is primarily due to a $9.4 million increase in general taxes, with non-tax revenue also projected $2.4 million (8.4%) higher than prior year Adopted Budget. The 1% Bradley Burns sales tax (the City's share of the County pool) has been a strong contributor to the General Fund over the last couple of years and is projected to grow another $4.4 million (8.6%) in Fiscal Year 2024-25 compared to the prior year's adopted budget. The 1.5% Measure E local sales and use tax has had more modest growth at $0.1 million (0.2%) reflecting the slower trend within the City. Many California cities are seeing flat or declining sales tax forecasts in part due to the increase in interest rates at the federal level affecting sectors such as auto sales and other larger discretionary categories.

Property values have again increased following a fairly level year in 2023; the median home price in Oxnard increased 7.8% to $741,282 in April 2024 compared to April 2023. Since January 2020, the median home price in Oxnard is up 28.4% or $164,179. Continuing inflation allows for the maximum allowable increase in assessed value under Proposition 13. It is fair to say that higher federal interest rates, and thus mortgage rates, has had some impact on the housing market. However, the City's revenue projection for its portion of levied property tax, including real property transfer tax for FY 2024-25, is projected to grow by $3.3 million (4.7%) to $72.8 million.

Transient occupancy (hotel) tax revenue is projected to increase again in FY 2024-25 to $5.8 million, a rise of $350,000 or 6.4% compared to FY 2023-24 Adopted Budget. The budget does not include any new hotels expected to come online

in FY 2024-25.

Finally, non-tax revenues are projected to grow by $2.4 million (8.3%) higher compared to last fiscal year, primarily a result of higher federal interest rates and the ripple effect to the City's investment portfolio.

Expenditures

Total General Fund expenditures are projected at $255.7 million, of which $20.0 million is proposed to represent the investment of a portion of the City's one-time surplus as contributions towards the City's long term debt related to pensions. The remaining $235.7 million – in line with FY 2024-25 proposed revenues, is the Proposed Budget to support ongoing services to Oxnard residents. The FY 2024-25 Proposed Budget of $235.7 million represents a $10.8 million (4.8%) increase compared to FY 2023-24 Adopted Budget. The increase in expenditures mirrors the increase in revenues ensuring a prudent growth that can be funded with ongoing revenues.

The FY 2024-25 Proposed Budget includes $3.1 million in ongoing expenditures in relation to employee pay and benefit increases approved by Council and anticipated changes for bargaining groups with no current agreement beyond FY 2023-24. The Proposed Budget includes $4.3 million additional funding for the City's Internal Service Funds (ISF) – primarily Information Technology (IT) as the department continues to deliver much needed infrastructure, software and cyber security enhancements. The Proposed Budget also includes a $1.5 million additional contribution to the Workers' Compensation Insurance Fund, helping to reduce some of the deficit in that fund. There are ten new General Fund positions, as well as various reclassifications, resulting in a net cost of $0.9 million. In addition, there are four reductions in Police sworn positions to fund external contracts for no dollar impact. Note, the General Fund made its last court ordered reimbursement of the Infrastructure Use Fees to the Utility Funds in FY 2023-24.

Furthermore, Public Safety budgets are increasing by $3.8 million of new funding with the Oxnard Police Department increasing by $1.1 million for items including overtime ($0.5 million), patrol vehicle leases ($0.3 million), Ventura County Animal Shelter cost increase ($0.1 million), and body worn cameras and utilities adjustments due to inflation ($0.2 million). The Fire Department proposal includes an increase of $2.7 million in ongoing funding, including overtime increases for mandated station coverage ($1.9 million), Fire vehicle leases ($0.4 million), transfer of three grant-funded firefighters to the General Fund ($0.3 million), and smaller items totaling $0.1 million.

Public Works increases in proposed funding total $1.5 million include utilities adjustments due to inflation (budgets have not increased for a number of years) of $0.9 million covering electricity, fuel, gas, trash services (ER), water and wastewater costs for operating and maintaining the City's parks and infrastructure. Also included is the purchase of much needed machinery including a bucket truck and park vehicle leases for a total of $0.5 million. Inflationary adjustments for other contracts and services add another $0.1 million.

Community and Cultural Services proposes an additional $0.5 million in funding to provide adequate funding for temporary labor of $0.3 million. (Previous budgets were calculated prior to the current $16 per hour minimum wage.) The Proposed Budget also enhances library security services, adds staff training and development, and includes additional funding to accommodate increased costs associated with the Junior High Graduation event for a total of $0.2 million.

Finally, the City Manager's Office has proposed $0.5 million necessary to initiate a plan to come into compliance with Native American Graves Protection and Repatriation Act, related to the Carnegie Art Museum Collection. The City Manager's Office also includes $1.5 million as a non-departmental contingency for any unforeseen events within FY 2024-25 given the level of uncertainty around the economy and political events occurring nationwide and around the world.

Continued Impact of Bond Litigation

The FY 2023-24 Adopted Budget included $11.1 million to cash-fund CIP projects that included $4.0 million in Streets and $3.0 million in ERP project funding that would otherwise have been paid with bond financing. Staff recommends this because the court decision in the City's favor is currently under appeal. However, the City can only do this due to the one-time surplus, and it cannot continue to fund CIP projects with cash at this level for multiple years. Issuing debt service is a standard practice for cities across the nation to implement CIP projects, while maintaining reserves, and aligning the benefits provided to the community by major infrastructure projects with how to pay for the cost to execute those

projects.

The General Fund's current debt service, including the Measure O loan payment for FY 2024-25, and excluding vehicle lease purchase loans, is budgeted at $5.9 million and represents approximately 2.6% of the General Fund proposed operating expenses. This is below the 10% limit established by the City's Debt Management Policy.

Hiring Market Continues to be Challenging

Included in the Proposed Budget is $11.0 million of anticipated net personnel savings resulting from unfilled positions. The vacancy savings are based on recent trends experienced by the City. Vacancy rates are significant due to labor shortages that are being experienced throughout the country. The Human Resources Department continues to face significant hiring challenges with rising wages and increased competition due to low unemployment.

As of March 31, 2024, there were 164 vacant of 1475.75 authorized FTE positions throughout the City with a vacancy rate of 11.18 percent of approved positions. Staff recommends incorporating a modest assumption of vacancies into the City's annual General Fund budget. For FY 2024-25 an $11.0 million proposed vacancy savings represents about a 9% vacancy rate compared to the FY 2023-24 assumption of 9.25%.

Fund Balance

The City's Fiscal Year 2022-23 Annual Comprehensive Financial Report (ACFR), which was presented to the City Council at the March 19, 2024, meeting, contained information regarding the general fund balance. It was reported that the general fund had a fund balance at the end of FY 2022-23 above the Council reserve policy target of 13%.

Staff project revenues to exceed expenses by $12.0 million in FY 2023-24, which would result in a spendable fund balance by June 30, 2024, of $62.8 million, which is $35.0 million above the Council reserve policy of $27.8 million.

The FY 2024-25 Proposed Budget includes expenditures $20.0 million in excess of revenues, and a recommended acceleration to the Council policy reserve target of 16.6% as explained below, resulting in an anticipated spendable fund balance of $42.8 million, $5.5 million over the recommended Council reserve target of $37.3 million (16.6% of operating expenditures).

The surplus takes a number of months to calculate and will be confirmed following completion of the annual audit and FY 2023-24 ACFR by December 2024.

Given this record one-time surplus, the City Manager recommends one-time investments to continue to improve the City's long-term financial position. The recommendation includes the allocation of $9.5 million to meet the Council's ultimate goal of 16.6% of operating budget ($37.3 million) in reserve, four years ahead of schedule, the allocation of $20.0 million as a payment to long term pension debts, and leaving $5.5 million in abeyance to revisit at mid-year. Given the Proposed Budget for FY 2024-25 is a balanced one, this would mean if the City were to meet its budget for both revenue and expenditures, the predicted FY 2024-25 ending surplus come June 30, 2025, is $5.5 million (2.4%) in addition to the City's reserve policy of 16.6 percent of the operating budget.

The available fund balance would only include reserves that are "assigned" and "unrestricted" as defined by Government Accounting Standards Board Statement Number 54. Staff recommends amending the "Establishing Financial Management Policies" resolution to endeavor to maintain a minimum reserve of 16.6% of the adopted operating budget from FY 2024-25 on, as attached to this staff report. This resolution includes additional recommended changes to improve operational efficiency, while maintaining administrative approval for specific carryover and budget appropriations. The rest of the resolution is identical to the one with the same title in FY 2023-24. Furthermore, staff propose minor modifications to the resolution approving the City Operating and Capital Improvement Budget in similar manner to enable administrative approval for these same carryovers of budget. Both resolutions are red-lined to show the recommended changes from prior year adopted resolutions with regard to these changes and are included within the attachments to this report.

For additional detail, refer to the General Fund tables in Attachment 5.

Measure O Fund (104)

Revenues

FY 2024-25 revenue from the Measure O half-cent sales (transactions and use) tax is proposed at $21.6 million, a $0.2 million (0.9%) increase over the FY 2023-24 budget. Similar to Measure E sales taxes mentioned in the General Fund narrative, local sales tax receipts have reflected a slow down across a number of categories. This is reflected in a $0.2 million reduction (0.9%) in FY 2024-25 to $19.3 million proposed. Interest income has benefited from rate rises and is projected at $0.5 million, an increase of $0.4 million (390%) compared to the FY 2023-24 Adopted Budget.

It is noted that FY 2024-25 is the last year of repayments of a loan between the General Fund and Measure O, reflecting $1.9 million in proceeds for the Measure O fund.

Expenditures

Long term planning must incorporate that the Measure O half-cent sales tax will terminate on March 31, 2029. The Measure O Committee recommended on April 28, 2022, and Council adopted on June 7, 2022, a Measure O Weaning Schedule to ensure we are slowly and methodically moving Measure O funded ongoing programs to an alternative funding source such as the General Fund. The focus of any new additions to the Measure O Fund is for one-time projects. The Committee met most recently on April 25, 2024, to review updates to the weaning schedule. In FY 2024-25, as previously adopted by Council, staff is weaning $1.1 million from Measure O to the General Fund. Of this, $1.0 million relates to the Enhanced Computer Aided Dispatch (the 911 system), Records Management and Mobile Data Computers Systems, with the remaining $0.1 million reflecting the Integrated Library System and Library Wifi projects.

The FY 2024-25 Measure O Proposed Budget includes a $14.0 million transfer to the Capital Outlay Fund of the General Fund to cash fund project execution while the bond litigation is ongoing. The $14.0 million is identified in the CIP page in the City's Proposed Budget. The list includes funding for Neighborhood Street Resurfacing $5.0 million, Citywide Alleyways $4.0 million, Mandalay Sea Walls $2.5 million, Traffic Signal Modification $1.0 million, Public Restroom Improvements $1.0 million and other projects totaling $0.6 million. The City is also adding new one-time operating funding totaling $0.9 million in equipment, rent stabilization and election funding.

Fund Balance

Measure O Fund surplus was $17.5 million as at June 30, 2023. A surplus of $15.7 million is forecast as at June 30, 2024. The Proposed FY 2024-25 budget revenues of $21.6 million and expenditures of $22.6 million result in a use of fund balance of $1.0 million, leading to a surplus of $14.7 million at the end of FY 2024-25. The projected ending fund balance as of June 30, 2024, along with the Weaning Schedule, is adequate to support paying down debt in future years and supporting one-time projects until Measure O sunsets in FY 2028-29. (These numbers have not been amended from the May 14, 2024, FGC report. For the impact of the three new recommendations, please see the Modifications Since Finance and Governance Committee section of this report.)

For additional detail, refer to the Measure O tables in attached Attachment 3.

Enterprise Funds

The Water, Wastewater, Environmental Resources and Golf Funds section of this staff report excludes the transfer in and transfer out transactions necessary to move money between funds within the same division as they can have the effect of doubling up the expenditures and revenues related to CIP transfers. All numbers quoted for total revenue and expenses net these transactions. Additionally, the Budget Forecast section of the annual budget publication shows a five-year forecast for each enterprise fund.

Water Funds (601-609)

Revenues

FY 2024-25 Water Fund revenues are projected to be $71.4 million, and increase by $1.7 million, (2.5%) compared to FY

2023-24 Adopted Budget at $69.9 million. Water Sales, of which approximately 93% result from utility fees paid by users, are projected to total $65.9 million a $0.7 million, (1.3%) reduction when compared to the FY 2023-24 Adopted Budget. FY 2024-25 marks the second year of the recently adopted rate study and so includes an assumption of an average +9.5% increase in water rates. The amount of water to be consumed by water fund customers is proposed to be lower in FY 2024-25 than what was assumed in FY 2023-24 based upon recent experience since the FY 2023-24 budget was approved.

Other revenues are proposed to grow by a total of $2.2 million (67.1%). Interest income is the largest single variance included in the FY 2024-25 Proposed Budget at $1.8 million, an increase of $1.4 million (428.1%) compared to the FY 2023-24 Adopted Budget. Note, the Water Fund received its last court ordered reimbursement of Infrastructure Use Fees from the General Fund in FY 2023-24.

Expenditures

FY 2024-25 Water Fund expenditures are proposed at $82.0 million, which is $12.1 million (17.4%) higher than the Adopted Budget for FY 2023-24. $10.4 million of this increase is new funding for CIP projects. These projects are listed in the CIP page in the budget document and include Recycled Water Aquifer Storage and Recovery for $4.5 million, Water Production SCADA Improvements at $2.0 million, and Groundwater Desalter Improvements at $1.0 million. Other projects account for the remaining $2.9 million.

Salaries and benefits are projected at $0.7 million higher than last year. Services and supplies are increasing by $0.7 million. Transfers out for Internal Service Funds and other supplies account for the other $0.3 million in increases.

Fund Balance

The combined Water Funds had a total spendable fund balance of $25.5 million, which includes a surplus of $8.7 million above the reserve target amount of $16.8 million as at June 30, 2023. A surplus of $3.0 million is projected for FY 2023-24, meaning a surplus of $11.7 million at June 30, 2024, is forecast.

The proposed FY 2024-25 budget revenues of $71.4 million and expenditures of $82.0 million result in a use of surplus and reserve target fund balance of $10.6 million in the year. The predicted FY 2024-25 ending surplus at June 30, 2025, is $0.5 million. This results in a projected ending fund balance surplus of $0.5 million - just above the City Council policy reserve amount at $17.9 million (25.7%).

For additional detail, refer to the Water Fund tables in Attachment 5.

<u>Wastewater Funds (611-617 & 628)</u>

Revenues

FY 2024-25 Wastewater Fund revenues are projected to total $95.6 million. $48.0 million of this represents proceeds from debt to finance large CIP projects. Removing this shows an underlying operating revenue reduction of $2.8 million (5.6%) compared to the FY 2023-24 Adopted Budget. 95% of Wastewater Fund revenue is from utility fees paid by users, and this is projected to decline by $1.5 million (3.1%) to $45.1 million due to lower volumes assumed. The main reason for the overall reduction is that the Wastewater funds no longer receive any Infrastructure Use Fee reimbursement as the final payment was received in FY 2023-24. This reduces revenue by $2.8 million. Interest Income is proposed to be $1.5 million (271.5%) higher in FY 2024-25 than in FY 2023-24 due to the impact of federal interest rate increases on the City's cash and investment portfolio.

Expenditures

FY 2024-25 Wastewater Fund expenditures are proposed at $98.1 million. $48.0 million of this is the expense in capital projects of the proceeds from debt explained in the revenue section. The $48.0 million will fund three CIP projects: Oxnard Wastewater Treatment Plant (OWTP) Primary Clarifiers and Activated Sludge Improvements ($21.0 million), OWTP Reliability Improvements ($22.0 million), and Wastewater Collection - Gravity Main Improvements ($5.0 million). Other CIP projects total $8.3 million and can be viewed on the CIP page of the budget document.

Salaries and benefits are proposed at $13.1 million, an increase of $0.2 million (4.0%) compared to the FY 2023-24 Adopted Budget. Other operating expenses are budgeted at $28.6 million, a $0.3 million (0.9%) reduction from last year primarily due to a reduction in professional services of $1.0 million (21.8%), offsetting other smaller increases for inflation.

Fund Balance

The combined Wastewater Funds had a total spendable fund balance of $61.5 million, which includes a surplus of $51.4 million above the reserve target amount of $10.1 million as at June 30, 2023. A deficit of $3.0 million is projected in FY 2023-24, meaning a surplus of $48.4 million is projected as at June 30, 2024.

The Proposed FY 2024-25 budget revenues of $95.6 million and expenditures of $98.1 million result in a use of fund balance of $2.5 million in the year. The predicted FY 2024-25 ending surplus as at June 30, 2025, is $46.1 million. Added to the reserve amount of $9.9 million (25.0%), the total is $56.0 million (134.3%). The Fund Balance is anticipated to be consumed over the next few years with significant capital expenditures as shown in the five year forecast in the Budget Schedules section of the budget document.

For additional detail, refer to the Wastewater Fund tables in attached Additional Information on FY 2024-25 Proposed Annual Budget.

Environmental Resources Funds (631-638)

Revenues

FY 2024-25 Environmental Resources Fund revenues are projected to total $59.2 million, an increase of $1.0 million (20%) compared to FY 2023-24 Adopted Budget. Nearly all of the revenue is paid by users through utility fees and an increase of $12.3 million (27%) is included for user rates and fees in line with recent council approved rate increases. Interest income is proposed at $0.5 million, an increase of $0.4 million (253%). Reimbursement of prior Infrastructure Use Fees from the General Fund ceased in FY 2023-24, resulting in a reduction of $2.6 million in FY 2024-25.

Expenditures

FY 2024-25 Environmental Resources Fund expenditures are proposed at $64.1 million, a $5.9 million (10%) increase compared to the FY 2023-24 Adopted Budget. Salaries and benefits are proposed to increase by $2.4 million (10%) with an increase in the amount of overtime anticipated to provide services in FY 2024-25. The division is also including $2.3 million more to purchase needed equipment and vehicles than FY 2023-24 for a total of $2.8 million. Other costs are proposed to increase in line with inflation.

Fund Balance

The combined Environmental Resources Funds had a total fund spendable balance of $21.1 million, which is $6.7 million above the Council policy reserve target amount of $14.3 million (25% of operating expenses) as at June 30, 2023. For FY 2023-24, projected expenses are $7.0 million above projected revenues. This requires use of fund balance and will result in not meeting the reserve target by $0.3 million as at June 30, 2024.

The Proposed FY 2024-25 budget revenues of $59.2 million and expenditures of $63.1 million results in a use of $3.9 million of fund balance in the year. The predicted FY 2024-25 ending fund balance will be $4.7 million below the 25% reserve policy, but will leave $10.2 million in total spendable fund balance which is equivalent to 17% of operating expenses. Going below, and staying below, the 25% reserve policy is consistent with the Council approved Environmental Resources Cost of Service Study.

For additional detail, refer to the Environmental Resources Fund tables in Attachment 5.

Golf Funds

Revenues

FY 2024-25 Golf Fund revenues are projected to total $6.6 million, an increase of $0.2 million (2.5%) compared to FY 2023-24 Adopted Budget. Golf fees are proposed at the same level as the prior budget, with interest income proposed to grow $0.2 million in FY 2024-25.

Expenditures

FY 2024-25 Golf Fund expenditures are proposed at $7.3 million, an increase of $1.5 million (25.1%) compared to FY 2023-24 Adopted Budget. Expenditures are proposed at the same level as FY 2023-24 with the exception of Transfers for Capital and Internal Service Funds of $1.4 million and $0.1 million respectively.

Included in the CIP is $1.2 million for River Ridge clubhouse roof replacement and exterior improvements and $0.2 million for Certified Unified Program Agency (CUPA) improvements to enhance and ensure hazardous material safety at the golf course.

Fund Balance

The combined Golf Funds surplus had a total spendable fund balance of $5.1 million, which includes a surplus of $3.7 million at June 30, 2023. An additional surplus of $0.6 million is projected for FY 2023-24, meaning a total surplus of $4.3 million as at June 30, 2024, is forecast.

The Proposed FY 2024-25 budget revenues of $6.6 million and expenditures of $7.2 million result in a use of surplus fund balance of $0.7 million in the year. The predicted FY 2024-25 ending surplus, as at June 30, 2025, is $3.7 million, adding the reserve amount of $1.4 million (25.0%) for a total of $5.1 million (86.9%).

For additional detail, refer to the Golf Fund tables in Attachment 5.

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 each recommended action is described in the applicable discussion section. The digital version of our Proposed Budget publication is available on the City's website at (https://www.oxnard.gov/fiscal-year-2024-2025-budget) reflecting the budget as presented at the May 14, 2024, Finance and Governance Committee meeting.

COMMITTEE OUTCOME

The Finance and Governance Committee voted 3-0 on May 14, 2024, to recommend that the City Council and Housing Authority Board conduct a public hearing on June 4, 2024, regarding the FY 2024-25 proposed budget.

The Committee members commended City Council actions and staff efforts over the last few years through prudent financial management, as well as the voters for passing Measure E, to turn the finances of the City around from structural deficits of over $9 million a year to a one-time surplus anticipated of $35 million by June 30, 2024. In particular, Chair Zaragoza commended the City Manager’s recommendation to continue to address the long term financial stability of the City to make a significant one-time contribution to pension debt as something that future generations will look back and thank this Council for.

MODIFICATIONS SINCE FINANCE AND GOVERNANCE COMMITTEE

As discussed in the body of that FGC staff report and this report, not all of the proposed revenues and expenditures are final, as many parallel processes converge for budget approval and adoption by Council in June each year. Staff is aware of the following revisions to the Proposed Budget that are not included in the digital online budget document, covered in the accompanying staff presentations, or discussed in the narrative above.

1. Special Districts Revenue

Reduction in Special Districts Fund 120, SubFund 2390 for Transfer In Revenue of $9,758 within Landscape Maintenance District (LMD) 39, El Sueno Pomesa / DR Horton / Seawinds from the General Fund correcting a small administrative error from a prior draft of the budget. This item is needed to balance Transfer Out Expenditures from the General Fund that pays for general benefit value associated with LMD 39. This has no effect on the General Fund budget as included in the Proposed Budget.

2. Position Control Resolution

The City Manager has restructured the Billing and Licensing Department to a division of the Finance Department to enhance communication and coordination of the two operations. This change does not have any financial impact to the Proposed Budget as presented to the Finance and Governance Committee, but it does require a modification to the Position Control Resolution, included as Attachment 3 of this report.

3. Senior Nutrition Program

The Ventura County Area Agency on Aging operates the Senior Nutrition Program. This program provides nutritious meals for older adults and people with disabilities within Ventura County through the Senior Nutrition Program (SNP), which includes Congregate and Home-Delivered Meal (HDM) services. Over the last five years, the City has served between 42,700 and 57,814 meals per year.

Historically, the County covered the costs of all food and paper products for the program while also providing the City funding to cover staff to support the program. In March 2024 the County indicated program changes were needed, but additional details did not become available until after the printing of the May 14th FGC staff report.

Based on the information staff knows from the County as of the printing of this staff report, $350,000 in City funding is necessary in FY2024-25 to maintain services levels in Oxnard. Without this funding the number of meals the City provides to seniors would need to be drastically reduced. Staff recommends this funding come from Measure O.

As a result of these modifications, the All Funds Revenue is still proposed at $719.2 million, and All Funds Expenditures are now at $760.8 million (an increase from $760.5 million reported to FGC on May 14th, because the new total includes $350,000 recommended for the Senior Nutrition Program). There is no impact to the General Fund as a result of these modifications.

Prepared by: Mark Sewell, Assistant City Treasurer / Assistant Chief Financial Officer

ATTACHMENTS

1. Resolution Approving the City Operating and Capital Budgets (redline)
2. Resolution Establishing Financial Management Policies FY 24-25 (redline)
3. FY 2024-25 Position Control Resolution
4. FY 2024-25 Proposed Budget Preview Presentation
5. FY 2024-25 Proposed Annual Budget - Additional Information (City Council)

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE CITY OPERATING AND CAPITAL IMPROVEMENT BUDGET FOR THE FISCAL YEAR 2024-2025

WHEREAS, the City Manager submitted for the consideration of the City Council a proposed City Operating and Capital Budget for fiscal year 2024-2025; and

WHEREAS, in accordance with City Code, Section 2-179, a public hearing on these budgets was duly scheduled, advertised and held, and there was an opportunity for all persons to be heard and for their suggestions or objections to be carefully considered.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD HEREBY RESOLVES AS FOLLOWS:

1. The City Council has reviewed the proposed Operating and Capital Improvement Budget and the funds included therein for the period of July 1, 2024 through June 30, 2025 and hereby finds that such budgets, as revised, are sound plans for the financing during fiscal year 2024-2025 of required City operations, services, and capital improvements. Such budgets are hereby adopted as follows:

2. To the extent funds are available, any unused appropriations at the end of fiscal year 2023-2024 in active capital improvement projects and multi-year programs are hereby re-appropriated for continued use in fiscal year 2024-2025.

3. The Council authorizes the City Manager to transfer and make adjustment of interfund transfers at the close of fiscal year 2023-2024, to eliminate cash deficits in funds when necessary including: Utility Enterprise Funds, Capital Growth Funds, Impact Fee Funds, Assessment District Funds, Grant Funds, Debt Service Funds, and all other funds that may need such adjustments.

4. Multi-year capital projects or programs funded by Measure O Half-Cent Sales Tax are included in the budget and are hereby re-appropriated to fiscal year 2024-25. In fiscal year 2014-15, the Measure O Fund provided a liquidity loan of $16,000,000 to the General Fund to assure General Fund solvency. The loan is repaid in annual installments of $1,875,688 over a period of ten years at 3% interest.

5. Any remaining balances in approved grant programs, ~~and~~ capital improvement, ~~projects~~ developer deposit and trust fund projects at the end of fiscal year 2023-2024, except for balances reallocated as part of the budget process, are hereby re-appropriated for continuing use in fiscal year 2024-2025 and all estimated revenues from such approved grants ~~and~~ capital improvement, ~~projects~~ developer deposit and trust fund projects for fiscal year 2023-2024 that are not realized by year end are authorized to be continued.

6. To the extent funds are available, General Fund encumbrances whereby contracts remained active at the close of fiscal year 2023-2024 are carried forward and any corresponding remaining balance of special one-time authorized appropriations are also carried forward with the approval of the City Manager and Chief Financial Officer.

~~6.~~7. To the extent funds are available and requested by the operating department, any unused capital expenditure appropriation in the operating budget may be carried forward with the approval of the City Manager and Chief Financial Officer.

~~7.~~8. All General Fund revenues in excess of expenditures and encumbrances at the close of fiscal year 2023-2024, not otherwise provided for in City Council budget policies or re-appropriated above, are hereby appropriated to the General Fund Operating Reserve on June 30, 2024. Current projections, however, do not anticipate any such excess.

~~8.~~9. Staff is directed to correct any clerical errors in the proposed budget document.

~~9.~~10. Staff is directed to ensure that the final adopted budget documents containing the Operating Budget and the Capital Improvement Budget for fiscal year 2024-2025 shall contain all revisions made by the City Council prior to final budget adoption.

~~10.~~11. The City Manager or designee is authorized to approve any appropriation transfers between departments within a fund or subfund. Any department director is authorized to transfer appropriations between programs, within the same fund or subfund, as long as funding is available in the department as a whole (see Financial Policy-Section I.D 3. and 4.)

~~11.~~12. Adoption of this resolution provides Council the authority to expend any and all funds appropriated for purposes as determined in the budget.

PASSED AND ADOPTED on this 18th day of June, 2024, by the following vote:

AYES:

NOES:

ABSENT:

_____
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 ESTABLISHING FINANCIAL MANAGEMENT POLICIES

WHEREAS, the City Council wishes to establish financial management policies to be followed in the development and implementation of the City budget.

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves that the following policies will guide the development and implementation of the City's Operating and Capital Improvement Project Budgets.

I. BUDGET POLICIES

A. Budget Guidelines

1) The City Manager will prepare a multi-year revenue and expenditure forecast, which will provide parameters for the budget development process.

2) The budget process will include the development of a balanced two-year budget when financial circumstances are appropriate for a two-year budget. Any two-year budget will include an approach that City Council approves appropriations for a one-year operating budget and capital improvement plan.

3) The budget will be organized in a department/service level format.

4) The budget development process will include the identification and evaluation of policy options for service levels. However, the adopted budget will include only those policy options approved by the City Council.

B. Appropriation Priorities

1. In evaluating the level of appropriations for department enhancements, or expense reductions, staff will apply the following principles in the priority order given:

a. Essential services that provide for the health, safety and welfare of residents.

b. Contractual obligations to bondholders and other debts.

c. Adequate ongoing maintenance of facilities and equipment.

d. All other services.

2. When reductions in personnel are necessary to reduce expenditures, to the greatest extent possible this will be accomplished through normal attrition.

C. Supplemental Services

The City Council may budget for certain services that may also be provided by other governmental agencies or the private sector. The provision of these services will be based on a demonstrated community need or benefit over time. When appropriate, these services will be supported in whole or in part by user fees.

D. Appropriation Changes

1. Changes to the City Council adopted budget for the fiscal year shall occur as follows:

2. By City Council action for all changes that either increase or decrease fund or subfund appropriations adopted in the annual budget appropriation resolution.

3. By the City Manager for appropriation transfers between departments within a fund or subfund.

4. By the City Manager for deductive grant revisions where appropriated grant funding becomes unavailable.

~~4.~~5. By the Department Director for appropriation transfers between programs within the same fund or subfund, as long as funding is available in the department as a whole.

II. CAPITAL IMPROVEMENT PROGRAM POLICIES

A. Capital Planning Period

1. Staff will budget all capital improvements in accordance with an adopted Capital Improvement Program (CIP).

2. The City's long-range capital planning period will be a minimum of five years, or longer where appropriate.

3. The Five-Year Capital Improvement Program will be reviewed and approved by City Council on a two-year cycle, or more frequently, as needed based on economic and funding outlooks. Individual projects will be postponed or canceled if their funding fails to materialize. Conversely, individual projects may be moved up on the timeline if their funding materializes sooner than anticipated. City Council will review and approve appropriations at least annually, and also as necessary during the year if funding and timelines change. Appropriation changes will be in accordance with Section I.D.

4. The CIP will be in conformance with and support the City's major planning documents: the most current General Plan, project specific plans, and citywide master plans for related infrastructure improvements.

5. Public Works staff will prepare strategic plans and master plans for major infrastructure and utility improvements with a 10- or 20-year planning horizon when appropriate.

6. For CIP projects paid for by the General Fund, the Finance Department will transfer Council-approved appropriations from the General Fund to the capital project fund from which the capital expenditures are to be made. Most often, this will be Fund 301 Capital Outlay. Such transfers will be made only as actual expenditures occur, not on a fixed regular schedule. Any transfer authorized but not yet made at the end of the fiscal year will be carried-forward into the next fiscal year(s) until project has been completed.

7. To the extent funds are available, any unused appropriations at the end of the fiscal year in active CIP projects will be carried-forward into the next fiscal year(s) until the project has been completed.

8. During the life of a CIP project, any funding source that is replaced by an alternate funding source may be unappropriated from the project upon approval of the City Manager.

~~8.~~9. Any unused funds after the completion of the project, will be returned to the funding source. This should happen within 90-days of notification to the Finance department.

B. Capital Project Priorities

1. Public Works staff will evaluate and prioritize each proposed capital project against the following criteria:

   a. Health and Safety: Projects needed to maintain or improve human health or safety.

   b. Asset Preservation: Projects needed to maintain or protect the City's existing assets.

   c. New or Expanded Services: Projects that create something new, like a new park, or increase the capacity of existing facilities, like larger water or sewer lines.

C. Capital Project Management by the Public Works Department

1. Capital projects will be managed in a phased approach as needed. The project phases will become a framework for appropriate decision points and reporting. The phasing will consist of:

   a. Conceptual/schematic proposal
   b. Preliminary design and cost estimate
   c. Engineering and final design

d. Bid administration
e. Acquisition/construction
f. Project closeout

2. Each capital improvement project will have a project manager who will prepare the project proposal, ensure that required phases are completed on schedule, authorize payment of expenditures as required by the City's Purchasing Manual, ensure that all regulations and laws are observed, periodically report project status, track project expenditures and perform the project closeout according to current procedures.

III. REVENUE POLICIES

A. Maintenance of Revenues

1. The City Council will attempt to maintain a diversified and stable revenue base to shelter the City from short term fluctuations in any one revenue source.

2. The City Council will promote an increase in the City's revenue base through economic development programs that maintain and enhance a vigorous local economy.

3. The City Council will seek to supplement the City's revenue base through the identification of and application for State and federal grant funds, which will support identified needs.

B. User Fees and Rates

1. The City Council will attempt to recover the costs of services providing a private benefit to users through the imposition of user fees and charges.

2. The City Council will establish all user fees and charges at a level related to the direct and indirect costs of providing services and the degree of public versus private benefit.

3. Staff will recalculate periodically the full costs of activities supported by user fees and rates to identify the impact of inflation and other cost increases.

4. The City Council will set fees and user rates for each enterprise fund (water, wastewater, environmental resources) at a level that fully supports the total direct and indirect costs of the activity.

C. Revenue Collection

1. Staff will take all cost effective actions available to collect revenues.

2. Staff will grant user fee waivers and debt forgiveness only as authorized by City Council approved policies.

3. Staff will not grant development and permit fee waivers.

D. Interest Earnings

1. Staff will assign interest earnings to the appropriate funds, where required, based on invested cash balances.

2. Investment policies will be reviewed annually by the Finance and Governance Committee.

IV. FUND BALANCE POLICY

This Fund Balance Policy establishes the procedures for reporting unrestricted fund balance in the General Fund financial statements. Certain commitments and assignments of fund balance will help ensure that there will be adequate financial resources to protect the City against unforeseen circumstances, economic downturns and events such as revenue shortfalls and unanticipated expenditures. The policy also authorizes and directs the Chief Financial Officer to prepare financial reports which categorize fund balance in accordance with Governmental Accounting Standards Board (GASB) Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions.

A. Procedures

Fund balance is essentially the difference between the assets and liabilities reported in a governmental fund. There are five separate components of fund balance, each of which identifies the extent to which the City is bound to honor constraints on the specific purposes for which amounts can be spent.

- Non-spendable
- Restricted
- Committed
- Assigned
- Unassigned

The first two components listed above are not addressed in this policy due to the nature of their restrictions. An example of non-spendable fund balance is a prepaid item. Restricted fund balance is either imposed by law or constrained by grantors, contributors, or laws or regulations of other governments. This policy is focused on financial reporting of unrestricted fund balance, or the last three components listed above. These three components are further defined below.

B. Committed Fund Balance

The City Council, as the City's highest level of decision-making authority, may commit fund balance for specific purposes pursuant to constraints imposed by formal actions taken, such as ordinance or resolution. These committed amounts cannot be used for any other purposes unless the City Council removes or changes the specified use by taking the same type of action it employed to commit those amounts. City Council action to commit fund balance should occur within the fiscal reporting period; however the amount can be determined in the subsequent period.

C. Assigned Fund Balance

1. Amounts that are constrained by the City's intent to be used for specific purposes, but are neither restricted nor committed, should be reported as assigned fund balance.

2. This policy hereby designates the authority to assign amounts to be used for specific purposes to the Chief Financial Officer for the purpose of reporting these amounts in the annual financial statements.

D. Unassigned Fund Balance

These are residual positive net resources of the general fund in excess of what can be properly classified in one of the other four categories.

V. RESERVE POLICIES

A. Adequate reserves will be maintained for all known liabilities, including payable employee leave balances, workers' compensation, and self-insured retention limits.

B. The City Council will endeavor to maintain an operating reserve equal to a minimum ~~13~~16.6% of the General Fund adopted budget for operating ~~budget~~expenses, ~~increasing to 16.6% in annual one percent increments beginning in FY 2023-24. In FY 2027-28, the Unrestricted Fund Balance should be at a minimum of 16.6%, which is equal to approximately two months of operating expenses.~~ The operating reserve shall be available to: cover cash flow requirements; meet unanticipated revenue shortfalls; take advantage of unexpected opportunities; invest in projects with a rapid payback; ensure against physical or natural disasters; and provide interest earnings.

C. The City Council will endeavor to maintain operating reserves in the utility funds equal to 25 percent (25%) of the adopted budget for operating ~~budgets~~ expenses.

VI. INTERFUND BORROWING POLICIES

A. Interfund borrowing requires City Council approval.

B. Such loans will carry a market rate of interest.

C. Such loans may, at City Council's discretion, include interest-only payments by the borrowing fund for the first year or two.

D. Once principal repayments begin, amortization schedules will be for level or decreasing annual debt service, not for increasing annual debt service.

E. The borrowing fund may prepay all or a portion of the principal and interest at any time, without penalty.

F. The lending fund may call all or part of the loan immediately at the lending fund's discretion, also without penalty.

VII. DEBT POLICIES

A. Use of Debt

1. Any use of tax and revenue anticipation borrowing will be consistent with State and federal laws and regulations.

B. Conditions of Use

1. The City Council will use long term debt to finance a land purchase, major equipment acquisition, a capital project, or reserve only if a cost/benefit analysis establishes that the financial and community benefits of the financing exceed the costs.

2. Benefits can include, but are not limited to, the following:

   a. Present value benefit: The current cost plus the financing cost is less than the future cost of the project or acquisition.

   b. Maintenance value benefit: The financing cost is less than the maintenance cost of deferring the project or acquisition.

   c. Equity benefit: Financing provides a method of spreading the cost of a project or acquisition back to the users of the project or acquisition over time.

   d. Community benefit: Debt financing of the project or acquisition enables the City Council to meet an immediate community need.

3. Debt financing will be used only when project revenues or other identified revenue sources are sufficient to service the term of the debt.

4. The City Council by resolution will periodically establish industry standard bond debt ratios to assess maximum debt carrying capacity and will apply these ratios to each proposed debt.

5. When the City obtains debt financing on behalf of or benefiting a third party (as with assessment districts) such debt will be issued in conformance with existing City Council priorities and policies without contingent liability of the City and with all costs of issuance and administration fully reimbursed by the third party.

C. Methods

1. Staff will retain the following contract advisors for the issuance of debt:

   a. Bond Counsel - To be selected by RFP periodically.

   b. Disclosure Counsel – To be selected by RFP periodically.

   c. Special Counsel - To be selected by RFP periodically to protect the City's interest in complex negotiations and document review.

   d. Municipal Advisor - To be selected by RFP periodically to assist the City in assessing financing opportunities and options, selection of underwriters, preparation of all required financing documents, and other financial advisory assistance as required.

   e. Underwriters - To be selected periodically by RFP for negotiated financings. For bond issues that are competitively bid, underwriter will be selected on the basis of lowest true interest cost (TIC).

2. The City Council's preference is to issue fixed rate, long-term debt with level debt service, but variable rate debt or other debt service structure may be considered if an economic advantage is identified for a particular project.

3. Bond proceeds will be held by an independent bank acting as trustee or fiscal agent.

4. The City Council's bond rating objective for the City for all debt issues is a Standard & Poor's rating of AA. Credit enhancements will be used to achieve higher ratings when there is an economic benefit.

VIII. ACCOUNTING POLICIES

A. Accounting Standards

1. The City's accounting systems and procedures will comply with Generally Accepted Accounting Principles (GAAP) and the Governmental Accounting Standards Board (GASB) to the extent necessary to achieve an unmodified audit opinion and adequate internal controls.

2. The City has adopted the historical cost method of fixed asset reporting to comply with GASB. The capitalization policy is $5,000 or more for equipment, $20,000 for buildings and improvements other than buildings, and $100,000 for infrastructure.

3. Staff will prepare quarterly and annual financial reports to present a summary of financial performance and position for major operating funds.

4. Staff will provide full disclosure in the annual financial statements and bond representations.

B. Independent Auditor

1. The City will retain an independent certified auditing firm to annually conduct an audit of the financial records in accordance with all state and federal requirements.

2. The selection of the City's audit firm will be by an RFP submitted to a limited number of qualified audit firms with recognized credentials in municipal auditing.

3. In order to promote continuity in the audit process, the engagement of the audit firm will be for a minimum period of three years. Such three-year engagement may be extended on an annual basis at the option of the City Manager.

IX. RISK MANAGEMENT POLICIES

A. The City will maintain a risk management program for public liability, workers' compensation, and loss of property exposures. This program will emphasize the prevention and avoidance of risk, whenever possible, funding for losses which cannot be avoided, and transfer of risk to third parties whenever appropriate.

B. The risk management process will include the systematic and continuous identification of loss perils and exposures, the analysis of these perils and exposures in terms of frequency and severity probabilities, the application of sound risk control procedures and the financing of risk consistent with the City's financial resources.

C. If the loss potential in dollars for a particular risk is substantial and cannot be absorbed within the City's annual operating budget, the staff will develop and maintain a program of purchased insurance, funded self-insurance, or debt.

D. Staff will endeavor to promptly settle justified claims but will vigorously defend claims which are doubtful, frivolous, or unsupported.

E. Staff will maintain separate self-insurance funds to identify and segregate the financial resources necessary to cover insurance premiums and self-insured retentions.

1. Revenues into the insurance funds will be generated by charges to operating programs allocated to reflect loss experience.

2. Resources will be established at the end of each year to fund liability for open claims, incurred but not reported claims, and a catastrophic loss reserve as periodically recommended by an independent actuarial consultant, or as authorized for GAAP.

3. The Confidence Interval for all risk management reserve funds will be maintained at a minimum of 50% confidence interval.

F. To assist in the overall administration of the risk management program, the City Council will utilize the following consultants:

1. Claims adjuster for workers' compensation and public liability/property damage.
2. Claims auditor, actuarial consultant, and risk management program auditor.
3. Insurance broker of record.

X. DEVELOPER DEPOSIT POLICIES

A. The City collects developer deposits often identified in a development agreement (DA) and/or ownership participation agreement (OPA), along with developer deposits and deposit based fees associated with Building and Planning permits. The developer deposits and deposit based fees are used by the City for costs associated with project review and conceptual planning, City staff time, and other third party services required for the project, including, but not limited to, contract planning, engineering, architectural, onsite posting, legal advertising, and attorney review. As charges pertaining to the project accrue, the Department shall keep records of actual staff time and costs of consultant and other third party service providers used.

B. To the extent the City receives deposits from developers as advanced payments to cover staff time and third-party expenses required to issue permits, and these deposits were not accounted for in the Adopted Budget, the Council authorizes the City Manager to administratively appropriate funds to the relevant tracking project and expenditure accounts within the Developer & Other Deposits Fund [Fund 541] up to the amount of the deposits received.

XI. CONTRIBUTION TRUST FUND

A. The contribution trust fund is used to receive and hold donations and other monies on the balance sheet until such time that they are used for their intended purposes or returned to the originators. An appropriation is required for the City to expend these funds on eligible items as determined by the donor or fee type. Items held in the fund include business license fees for development, private donations, Arctic Cold Fire donations, library fundraising monies, Multicultural Festival funds, witness fees, and donations for youth programs.

B. The Council authorizes the City Manager to administratively appropriate funds to the relevant tracking project and expenditure accounts within the Contribution Trust Fund [Fund 571] up to the amount of the donation / fee received.

PASSED AND ADOPTED on this 18th day of June, 2024, by the following vote:

AYES:

NOES:

ABSENT:

_____
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 AUTHORIZING FULL-TIME EQUIVALENT POSITIONS IN THE CITY SERVICE EFFECTIVE JULY 1, 2024 IN ACCORDANCE WITH THE OPERATING BUDGET FOR THE 2024-2025 FISCAL YEAR

NOW, THEREFORE, the City Council of the City of Oxnard resolves that the attachment to this Resolution listed as Exhibit "A" contains all full time equivalent positions hereby authorized as provided for in the operating budget for fiscal year 2024-2025.

PASSED AND ADOPTED this 18th day of June, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen Fischer, City Attorney

EXHIBIT A DEPARTMENT	TITLE	FY 23/24 Revised	Proposed Changes	FY 24/25 Proposed
CITY ATTORNEY				
	ADMINISTRATIVE LEGAL SECRETARY (C)	1	-1	0
	ADMINISTRATIVE SERVICES SPECIALIST (C)	0	2	2
	ASSISTANT CITY ATTORNEY	2		2
	CHIEF ASSISTANT CITY ATTORNEY	1		1
	CITY ATTORNEY	1		1
	DEPUTY CITY ATTORNEY II	3		3
	DEPUTY CITY ATTORNEY III	1		1
	LAW OFFICE MANAGER	1		1
	PARALEGAL (C)	1	-1	0
CITY ATTORNEY DEPT TOTAL		11	0	11
CITY CLERK				
	ADMINISTRATIVE SERVICES SPECIALIST	1		1
	ADMINISTRATIVE SERVICES TECHNICIAN	1		1
	ASSISTANT CITY CLERK	1		1
	CITY CLERK	1		1
CITY CLERK DEPT TOTAL		4	0	4
CITY COUNCIL				
	CITY COUNCILMEMBER	7		7
	CITY MANAGER EXECUTIVE ASSISTANT (C)	1		1
CITY COUNCIL TOTAL		8	0	8
CITY MANAGER				
	ADMINISTRATIVE SERVICES MANAGER	1		1
	ADMINISTRATIVE SERVICES ADMINISTRATOR/SUPERVISOR	1		1
	ADMINISTRATIVE SERVICES ANALYST	4		4
	ADMINISTRATIVE SERVICES ANALYST, SENIOR	2		2
	ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR (C)	1		1
	ADMINISTRATIVE SERVICES TECHNICIAN	1		1
	ASSISTANT CITY MANAGER	2		2
	CITY MANAGER	1		1
	CITY MANAGER EXECUTIVE ASSISTANT (C)	1		1
	DEPUTY CITY MANAGER	1		1
CITY MANAGER DEPT TOTAL		15	0	15
COMMUNITY DEVELOPMENT				
	ADMINISTRATIVE SERVICES ANALYST	1		1
	ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR	2		2
	ADMINISTRATIVE SERVICES SPECIALIST	3		3
	ADMINISTRATIVE SERVICES TECHNICIAN	2		2
	ASSOCIATE ENGINEER	3		3
	BUILDING/CONSTRUCTION INSPECTOR	8	1	9
	BUILDING/CONSTRUCTION INSPECTOR, SENIOR	3		3
	CIVIL ENGINEER	2	1	3
	CODE COMPLIANCE INSPECTOR	7		7
	ENGINEER DIVISION MANAGER	2		2
	INSPECTIONS/CODE COMPLIANCE ADMINISTRATOR	2		2
	INSPECTION FIELD SUPERVISOR	1		1
	PERMIT COORDINATOR	1		1
	PERMIT TECHNICIAN	4		4
	PERMIT TECHNICIAN, SENIOR	0	1	1

EXHIBIT A DEPARTMENT	TITLE	FY 23/24 Revised	Proposed Changes	FY 24/25 Proposed
	PLANS EXAMINER	1		1
	SENIOR ENGINEER	1		1
COMMUNITY DEVELOPMENT TOTAL		43	3	46
DEVELOPMENT SUPPORT				
	ADMINISTRATIVE SERVICES ADMINISTRATOR/SUPERVISOR	1		1
	ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR	1		1
	ADMINISTRATIVE SERVICES SPECIALIST	1		1
	ASSISTANT DEPARTMENT DIRECTOR II	1		1
	DEPARTMENT DIRECTOR II	1		1
DEVELOPMENT SUPPORT TOTAL		5	0	5
LAND USE PLAN & ENV PROTC				
	ADMINISTRATIVE SERVICES ANALYST	2		2
	ADMINISTRATIVE SERVICES SPECIALIST	1		1
	ADMINISTRATIVE SERVICES TECHNICIAN	1		1
	PLANNER	5	1	6
	PLANNER, ASSISTANT	3		3
	PLANNING MANAGER	2		2
	PLANNING SUPERVISOR	4		4
LAND USE PLAN & ENV PROTC TOTAL		18	1	19
COMMUNITY DEVELOPMENT TOTAL		66	4	70
CULTURAL & COMMUNITY SERVICES				
LIBRARY				
	ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR	1		1
	ADMINISTRATIVE SERVICES TECHNICIAN	1		1
	LIBRARIAN	7	2	9
	LIBRARIAN, SENIOR	4		4
	LIBRARY MANAGER	1		1
	LIBRARY MONITOR	1		1
	LIBRARY SERVICES SUPERVISOR	2		2
	LIBRARY TECHNICIAN	11		11
LIBRARY SERVICES TOTAL		28	2	30
RECREATION SERVICES				
	ADMINISTRATIVE SERVICES ADMINISTRATOR/SUPERVISOR	1		1
	ADMINISTRATIVE SERVICES ANALYST	1	1	2
	ADMINISTRATIVE SERVICES ANALYST, SENIOR	2		2
	ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR	2	-1	1
	ADMINISTRATIVE SERVICES SPECIALIST	1		1
	ADMINISTRATIVE SERVICES TECHNICIAN	2		2
	ASSISTANT DEPARTMENT DIRECTOR I	1		1
	CULTURAL & RECREATION SERVICES ANALYST	17		17
	CULTURAL & RECREATION SERVICES MANAGER	2		2
	CULTURAL & RECREATION SERVICES SPECIALIST	56.75		56.75
	CULTURAL & RECREATION SERVICES SUPERVISOR	6		6
	CULTURAL & RECREATION SERVICES TECHNICIAN	2		2
	DEPARTMENT DIRECTOR I	1		1
RECREATION SERVICES TOTAL		94.75	0	94.75
CULTURAL & COMMUNITY SVCS TOTAL		122.75	2	124.75
DEPT OF BILLING AND LICENSING				

EXHIBIT A DEPARTMENT	TITLE	FY 23/24 Revised	Proposed Changes	FY 24/25 Proposed
	ADMINISTRATIVE SERVICES ADMINISTRATOR/SUPERVISOR	2	-2	0
	ADMINISTRATIVE SERVICES ANALYST	1	-1	0
	ADMINISTRATIVE SERVICES SPECIALIST	3	-3	0
	ADMINISTRATIVE SERVICES SPECIALIST, SENIOR	3	-3	0
	ADMINISTRATIVE SERVICES TECHNICIAN	1	-1	0
	ADMINISTRATIVE SERVICES TECHNICIAN, SENIOR	9	-9	0
	ASSISTANT DEPARTMENT DIRECTOR NRC I / ASST CITY TREASURER	0	0	0
	CODE COMPLIANCE INSPECTOR	1	-1	0
	DEPARTMENT DIRECTOR I / ASSISTANT CITY TREASURER	1	-1	0
DEPT OF BILLING AND LICENSING TOTAL		21	-21	0
FINANCE DEPARTMENT				
	ADMINISTRATIVE SERVICES ADMINISTRATOR/SUPERVISOR	3	1	4
	ADMINISTRATIVE SERVICES ANALYST	13	1	14
	ADMINISTRATIVE SERVICES ANALYST, SENIOR	3	1	4
	ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR (C)	2		2
	ADMINISTRATIVE SERVICES MANAGER	4		4
	ADMINISTRATIVE SERVICES SPECIALIST	1	3	4
	ADMINISTRATIVE SERVICES SPECIALIST, SENIOR	2	3	5
	ADMINISTRATIVE SERVICES TECHNICIAN	1.5	1	2.5
	ADMINISTRATIVE SERVICES TECHNICIAN, SENIOR	2	9	11
	ASSISTANT DEPARTMENT DIRECTOR NRC I / ASST CITY TREASURER	0	1	1
	ASSISTANT DEPARTMENT DIRECTOR NRC I	2		2
	CODE COMPLIANCE INSPECTOR	0	1	1
	DEPARTMENT DIRECTOR II	1		1
FINANCE DEPARTMENT TOTAL		34.5	21	55.5
FIRE DEPARTMENT				
	ADMINISTRATIVE SERVICES ANALYST, SENIOR	1		1
	ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR	1		1
	ADMINISTRATIVE SERVICES SPECIALIST	2	1	3
	ADMINISTRATIVE SERVICES MANAGER	1		1
	ADMINISTRATIVE SERVICES TECHNICIAN, SENIOR	0	1	1
	ASSISTANT FIRE CHIEF	2		2
	BATTALION CHIEF	8		8
	CODE COMPLIANCE INSPECTOR	4		4
	COMMUNITY PARAMEDIC	1		1
	CUPA MANAGER	1		1
	EMERGENCY SERVICES MANAGER	1		1
	EMS COORDINATOR	1		1
	FIRE CAPTAIN	32		32
	FIRE CHIEF	1		1
	FIRE ENGINEER	30		30
	FIRE ENVIRONMENTAL SPEC I	2		2
	FIRE ENVIRONMENTAL SPEC II	2		2
	FIRE INSPECTOR/INVESTIGATOR (Sworn)	4		4
	FIREFIGHTER	48		48
	FIREFIGHTER LIMITED TERM (FEB. 18, 2023-FEB. 18, 2026)	6		6
	INSPECTIONS FIELD SUPERVISOR	0	1	1
	PLANS EXAMINER	1	-1	0
	PUBLIC SAFETY INVESTIGATIVE SPECIALIST	1		1
FIRE DEPARTMENT TOTAL		150	2	152

EXHIBIT A DEPARTMENT	TITLE	FY 23/24 Revised	Proposed Changes	FY 24/25 Proposed
HOUSING				
HOUSING AUTHORITY				
	ADMINISTRATIVE SERVICES ADMINISTRATOR/SUPERVISOR	2		2
	ADMINISTRATIVE SERVICES ANALYST	3		3
	ADMINISTRATIVE SERVICES ANALYST, SENIOR	1		1
	ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR	3		3
	ADMINISTRATIVE SERVICES MANAGER	2		2
	ADMINISTRATIVE SERVICES SPECIALIST	7		7
	ADMINISTRATIVE SERVICES SPECIALIST, SENIOR	8		8
	ADMINISTRATIVE SERVICES TECHNICIAN	6		6
	ADMINISTRATIVE SERVICES TECHNICIAN, SENIOR	1		1
	ASSISTANT DEPARTMENT DIRECTOR I	2		2
	CODE COMPLIANCE INSPECTOR	1		1
	DEPARTMENT DIRECTOR II	1		1
	ENGINEERING TECHNICIAN	1		1
	INFORMATION TECHNOLOGY ANALYST, SENIOR	1		1
	MAINTENANCE & OPERATIONS SUPERINTENDENT	1		1
	MAINTENANCE SPECIALIST	6		6
	MAINTENANCE SPECIALIST, SENIOR	1		1
	MAINTENANCE TECHNICIAN	4		4
HOUSING AUTHORITY TOTAL		51	0	51
HOUSING SERVICES				
	ADMINISTRATIVE SERVICES ADMINISTRATOR/SUPERVISOR	4		4
	ADMINISTRATIVE SERVICES ANALYST	4	2	6
	ADMINISTRATIVE SERVICES MANAGER	1		1
	ADMINISTRATIVE SERVICES SPECIALIST	3		3
	ADMINISTRATIVE SERVICES SPECIALIST, SENIOR	1		1
	PLANNING MANAGER	1		1
HOUSING SERVICES TOTAL		14	2	16
HOUSING DEPARTMENT TOTAL		65	2	67
HUMAN RESOURCES DEPARTMENT				
	ADMINISTRATIVE SERVICES ADMINISTRATOR/SUPERVISOR (C)	2		2
	ADMINISTRATIVE SERVICES ANALYST (C)	4		4
	ADMINISTRATIVE SERVICES ANALYST, SENIOR (C)	5		5
	ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR (C)	2		2
	ADMINISTRATIVE SERVICES MANAGER (C)	2		2
	ADMINISTRATIVE SERVICES SPECIALIST, SENIOR (C)	9		9
	ASSISTANT DEPARTMENT DIRECTOR NRC I	1		1
	DEPARTMENT DIRECTOR I	1		1
HUMAN RESOURCES DEPARTMENT TOTAL		26	0	26
INFORMATION SVS OPERATION				
	ADMINISTRATIVE SERVICES ANALYST	1		1
	ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR	1		1
	BUSINESS SYSTEMS ANALYST, SENIOR	4	-1	3
	DEPARTMENT DIRECTOR I	1		1
	DEPUTY CHIEF INFORMATION OFFICER	1		1
	GIS ANALYST	1	1	2
	GIS SPECIALIST	1	-1	0
	INFORMATION SYSTEMS ANALYST, SENIOR	1		1
	INFORMATION TECHNOLOGY ANALYST	2	-1	1

EXHIBIT A DEPARTMENT	TITLE	FY 23/24 Revised	Proposed Changes	FY 24/25 Proposed
	INFORMATION TECHNOLOGY ANALYST, SENIOR	6	1	7
	INFORMATION TECHNOLOGY PROGRAM MANAGER	0	2	2
	INFORMATION TECHNOLOGY PROJECT MANAGER	0	1	1
	INFORMATION TECHNOLOGY OFFICER I	3		3
	INFORMATION TECHNOLOGY OFFICER II	2		2
	INFORMATION TECHNOLOGY SPECIALIST	5	-1	4
	INFORMATION TECHNOLOGY SUPERVISOR	2		2
	INFORMATION TECHNOLOGY TECHNICIAN, SENIOR	2	1	3
	PRINCIPAL BUSINESS SYSTEMS ANALYST	6	-2	4
	PRINCIPAL INFORMATION SYSTEMS ANALYST	3		3
INFORMATION SVS OPERATION TOTAL		42	0	42
NON-DEPARTMENTAL				
	CITY TREASURER	1		1
NON-DEPARTMENTAL TOTAL		1	0	1
POLICE DEPARTMENT				
	ADMINISTRATIVE SERVICES ADMINISTRATOR/SUPERVISOR	1		1
	ADMINISTRATIVE SERVICES ANALYST	1		1
	ADMINISTRATIVE SERVICES ANALYST, SENIOR	1		1
	ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR (C)	2		2
	ADMINISTRATIVE SERVICES MANAGER	1		1
	ADMINISTRATIVE SERVICES SPECIALIST, SENIOR (C)	1		1
	ADMINISTRATIVE SERVICES TECHNICIAN	1		1
	ADMINISTRATIVE SERVICES TECHNICIAN, SENIOR	2		2
	ANIMAL SAFETY OFFICER	2		2
	ANIMAL SAFETY OFFICER, SENIOR	1		1
	ASSISTANT POLICE CHIEF	2		2
	POLICE CHIEF	1		1
	POLICE COMMANDER	8		8
	POLICE CORPORAL	31		31
	POLICE OFFICER & PUBLIC SAFETY TRAINEE	174	-4	170
	POLICE RECORDS SUPERVISOR	2		2
	POLICE RECORDS TECHNICIAN	22		22
	POLICE RECORDS TECHNICIAN, SENIOR	2		2
	POLICE SERGEANT	30		30
	POLICE SERVICE OFFICER	8		8
	PROPERTY & EVIDENCE SUPERVISOR	1		1
	PROPERTY & EVIDENCE TECHNICIAN	5		5
	PROPERTY & RECORDS MANAGER	1		1
	PUBLIC SAFETY ANALYST	3		3
	PUBLIC SAFETY COMMUNICATIONS MANAGER	1		1
	PUBLIC SAFETY DISPATCHER I	2	-2	0
	PUBLIC SAFETY DISPATCHER II	20	-20	0
	PUBLIC SAFETY DISPATCHER III	6	-6	0
	PUBLIC SAFETY DISPATCHER	0	22	22
	PUBLIC SAFETY DISPATCHER SUPERVISOR	0	6	6
	PUBLIC SAFETY FIELD ASSISTANT	6		6
	PUBLIC SAFETY FIELD TECHNICIAN	14		14
	PUBLIC SAFETY FIELD TECHNICIAN, SENIOR	1		1
	PUBLIC SAFETY INVESTIGATIVE SPECIALIST	16		16
	PUBLIC SAFETY INVESTIGATIVE SPECIALIST, SENIOR	3		3
	SR. POLICE SERVICE OFFICER	1		1

EXHIBIT A DEPARTMENT	TITLE	FY 23/24 Revised	Proposed Changes	FY 24/25 Proposed
POLICE DEPARTMENT TOTAL		373	-4	369
PUBLIC WORKS				
ENVIRONMENTAL RESOURCES				
	ADMINISTRATIVE SERVICES ADMINISTRATOR/SUPERVISOR	3		3
	ADMINISTRATIVE SERVICES ANALYST	1		1
	ADMINISTRATIVE SERVICES ANALYST, SENIOR	1		1
	ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR	3		3
	ADMINISTRATIVE SERVICES SPECIALIST	1		1
	ADMINISTRATIVE SERVICES SPECIALIST, SENIOR	1		1
	ADMINISTRATIVE SERVICES TECHNICIAN	1		1
	ADMINISTRATIVE SERVICES TECHNICIAN, SENIOR	18		18
	ELECTRICIAN	1		1
	FLEET SERVICES MECHANIC	2		2
	FLEET SERVICES MECHANIC, SENIOR	1		1
	MAINTENANCE & OPERATIONS MANAGER	1		1
	MAINTENANCE & OPERATIONS SUPERINTENDENT	2		2
	MAINTENANCE CREW SUPERVISOR	7		7
	MAINTENANCE SPECIALIST	14		14
	MAINTENANCE SPECIALIST, SENIOR	5		5
	MAINTENANCE TECHNICIAN	24		24
	MAINTENANCE TECHNICIAN, SENIOR	67		67
	MAINTENANCE WORKER	26		26
ENVIRONMENTAL RESOURCE TOTAL		179	0	179
FACILITIES MAINTENANCE SERVICES				
	ADMINISTRATIVE SERVICES ANALYST	1		1
	CONSTRUCTION PROJECT MANAGER	1	1	2
	ELECTRICIAN	2		2
	HVAC MECHANIC	2		2
	MAINTENANCE CREW SUPERVISOR	2		2
	MAINTENANCE & OPERATIONS SUPERINTENDENT	1		1
	MAINTENANCE SPECIALIST	9	-1	8
	MAINTENANCE SPECIALIST, SENIOR	2		2
	MAINTENANCE TECHNICIAN	2	9	11
	MAINTENANCE TECHNICIAN, SENIOR	0	2	2
	MAINTENANCE WORKER	11	-11	0
FACILITIES MAINTENANCE SERVICES TOTAL		33	0	33
FLEET SERVICES OPERATION				
	ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR	1		1
	ADMINISTRATIVE SERVICES TECHNICIAN	1		1
	ADMINISTRATIVE SERVICES SPECIALIST	1		1
	FLEET SERVICES MECHANIC	14		14
	FLEET SERVICES MECHANIC, SENIOR	4		4
	FLEET SERVICES MECHANIC SUPERVISOR	1		1
	FLEET SERVICES TECHNICIAN	1		1
	FLEET SERVICES WORKER	1		1
	MAINTENANCE & OPERATIONS SUPERINTENDENT	1		1
FLEET SERVICES OPERATION TOTAL		25	0	25
MAINTENANCE SERVICES				
	ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR	2		2

EXHIBIT A DEPARTMENT	TITLE	FY 23/24 Revised	Proposed Changes	FY 24/25 Proposed
	ADMINISTRATIVE SERVICES SPECIALIST	1		1
	ADMINISTRATIVE SERVICES TECHNICIAN, SENIOR	2		2
	MAINTENANCE & OPERATIONS SUPERINTENDENT	2		2
	MAINTENANCE CREW SUPERVISOR	4		4
	MAINTENANCE SPECIALIST	9		9
	MAINTENANCE SPECIALIST, SENIOR	7		7
	MAINTENANCE TECHNICIAN	32		32
	MAINTENANCE TECHNICIAN, SENIOR	12		12
MAINTENANCE SERVICES TOTAL		71	0	71
PUBLIC WORKS ADMINISTRATION				
	ADMINISTRATIVE SERVICES ADMINISTRATOR/SUPERVISOR	1		1
	ADMINISTRATIVE SERVICES ANALYST	2	1	3
	ADMINISTRATIVE SERVICES ANALYST, SENIOR	3		3
	ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR	3	-1	2
	ADMINISTRATIVE SERVICES MANAGER	1	-1	0
	ADMINISTRATIVE SERVICES TECHNICIAN, SENIOR	2.5		2.5
	ASSISTANT DEPARTMENT DIRECTOR II	2		2
	ASSISTANT DIRECTOR OF UTILITIES	1		1
	DEPARTMENT DIRECTOR III	1		1
	DEPUTY DIRECTOR OF PUBLIC WORKS	0	1	1
PUBLIC WORKS ADMINISTRATION TOTAL		16.5	0	16.5
SPECIAL DISTRICTS				
	ADMINISTRATIVE SERVICES ANALYST	1		1
	ADMINISTRATIVE SERVICES ANALYST, SENIOR	4		4
	ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR	1		1
	MAINTENANCE SPECIALIST, SENIOR	5	3	8
	MAINTENANCE TECHNICIAN	1	-1	0
	SPECIAL DISTRICTS MANAGER	1		1
SPECIAL DISTRICTS TOTAL		13	2	15
ENGINEERING & MAINTENANCE SERVICES				
	ADMINISTRATIVE SERVICES ANALYST	5		5
	ADMINISTRATIVE SERVICES ADMINISTRATOR/SUPERVISOR	2		2
	ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR	2		2
	ADMINISTRATIVE SERVICES TECHNICIAN, SENIOR	1		1
	ASSISTANT ENGINEER	2		2
	ASSOCIATE ENGINEER	2		2
	BUILDING/CONTRUCTION INSPECTOR	4		4
	BUILDING/CONTRUCTION INSPECTOR, SENIOR	1		1
	CITY ENGINEER	1		1
	CIVIL ENGINEER	1		1
	CONSTRUCTION PROJECT MANAGER	7		7
	CONSTRUCTION PROJECT MANAGER, SENIOR	3		3
	ENGINEER DIVISION MANAGER	3		3
	ENGINEERING TECHNICIAN SUPERVISOR	1		1
	SENIOR ENGINEER	3		3
ENGINEERING & MAINTENANCE SERIVICES TOTAL		38	0	38
TRAFFIC ENGINEERING				
	ADMINISTRATIVE SERVICES ADMINISTRATOR/SUPERVISOR	1		1
	ASSOCIATE ENGINEER	3		3

EXHIBIT A DEPARTMENT	TITLE	FY 23/24 Revised	Proposed Changes	FY 24/25 Proposed
	ENGINEER DIVISION MANAGER	1		1
	ENGINEERING TECHNICIAN	1	-1	0
	MAINTENANCE SPECIALIST	2		2
	MAINTENANCE SPECIALIST, SENIOR	1		1
	SENIOR ENGINEER	1	1	2
TRAFFIC ENGINEERING TOTAL		10	0	10
WATER OPERATION				
	ADMINISTRATIVE SERVICES ANALYST	3		3
	ADMINISTRATIVE SERVICES ANALYST, SENIOR	1		1
	ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR	2		2
	ADMINISTRATIVE SERVICES SPECIALIST	1		1
	ADMINISTRATIVE SERVICES TECHNICIAN	1		1
	BACKFLOW SPECIALIST TECHNICIAN	0	1	1
	BACKFLOW SPECIALIST, SENIOR	1		1
	CHIEF PLANT OPERATOR	2		2
	INSTRUMENTATION & CONTROL TECHNICIAN, SENIOR	0	1	1
	MAINTENANCE & OPERATIONS SUPERINTENDENT	1		1
	MAINTENANCE TECHNICIAN	1		1
	PLANT MAINTENANCE SPECIALIST	2	-1	1
	PLANT MAINTENANCE SPECIALIST, SENIOR	1		1
	PLANT OPERATIONS MANAGER	1		1
	PLANT OPERATIONS SHIFT COORDINATOR	3		3
	PLANT OPERATOR, PRINCIPAL	3		3
	PLANT OPERATOR, SENIOR	2		2
	PLANT OPERATOR TRAINEE	1		1
	UTILITIES FIELD SUPERVISOR	4	1	5
	UTILITIES FIELD TECHNICIAN	5		5
	UTILITIES FIELD TECHNICIAN, SENIOR	21	-1	20
	UTILITIES MANAGER	1		1
	UTILITIES TECHNICAL SERVICES COORDINATOR	1		1
	UTILITIES TECHNICAL SERVICES MANAGER	1		1
	UTILITIES TECHNICAL SERVICES SPECIALIST, SENIOR	2		2
WATER OPERATION TOTAL		61	1	62
RECYCLE WATER				
	ADMINISTRATIVE SERVICES SPECIALIST	1		1
	ELECTRICIAN	1		1
	PLANT MAINTENANCE SPECIALIST, SENIOR	1		1
	PLANT OPERATIONS MANAGER	1		1
	PLANT OPERATIONS SHIFT COORDINATOR	1		1
	PLANT OPERATOR, PRINCIPAL	4		4
RECYCLE WATER TOTAL		9	0	9
STORM WATER				
	UTILITIES FIELD TECHNICIAN, SENIOR	1		1
	UTILITIES TECHNICAL SERVICES ANALYST	1		1
	UTILITIES TECHNICAL SERVICES COORDINATOR	1		1
	UTILITIES TECHNICAL SERVICES MANAGER	1		1
STORM WATER TOTAL		4	0	4
WASTEWATER COLLECTION				
	ADMINISTRATIVE SERVICES ANALYST	1		1

EXHIBIT A DEPARTMENT	TITLE	FY 23/24 Revised	Proposed Changes	FY 24/25 Proposed
	PLANT MAINTENANCE SUPERINTENDENT	1		1
	UTILITIES FIELD SUPERINTENDENT	1		1
	UTILITIES FIELD SUPERVISOR	2		2
	UTILITIES FIELD TECHNICIAN, SENIOR	7		7
	UTILITIES TECHNICAL SERVICES ANALYST	1		1
	UTILITIES TECHNICAL SERVICES COORDINATOR	7		7
WASTEWATER COLLECTION TOTAL		20	0	20
WASTEWATER TREATMENT				
	ADMINISTRATIVE SERVICES ANALYST, SENIOR	1		1
	ADMINISTRATIVE SERVICES SPECIALIST	2		2
	ADMINISTRATIVE SERVICES COORDINATOR/SUPPORT SUPERVISOR	1		1
	ASSOCIATE ENGINEER	1		1
	CHIEF PLANT OPERATOR	1		1
	CONSTRUCTION PROJECT MANAGER	0	1	1
	INSTRUMENTATION & CONTROL TECHNICIAN	1		1
	INSTRUMENTATION & CONTROL TECHNICIAN, SENIOR	1		1
	LABORATORY SCIENTIST	0	1	1
	LABORATORY SCIENTIST MANAGER	1		1
	LABORATORY SPECIALIST	4	-1	3
	MAINTENANCE TECHNICIAN	2		2
	PLANT ELECTRICAL SUPERVISOR	1		1
	PLANT ELECTRICIAN	1		1
	PLANT ELECTRICIAN, SENIOR	1		1
	PLANT MAINTENANCE SPECIALIST	11		11
	PLANT MAINTENANCE SPECIALIST, SENIOR	2		2
	PLANT MAINTENANCE SUPERINTENDENT	1	-1	0
	PLANT MAINTENANCE SUPERVISOR	1		1
	PLANT OPERATIONS MANAGER	1		1
	PLANT OPERATIONS SHIFT COORDINATOR	4		4
	PLANT OPERATOR, PRINCIPAL	6		6
	PLANT OPERATOR, SENIOR	12		12
	UTILITIES MANAGER	1		1
WASTEWATER TREATMENT TOTAL		57	0	57
PUBLIC WORKS DEPARTMENT TOTAL		536.5	3	539.5
GRAND TOTAL		1475.75	9	1484.75

CITY OF OXNARD CALIFORNIA

Fiscal Year 2024-2025

BUDGET PREVIEW

May 2024

FY 24-25 Budget Overview

1 Budgeting 101

a. Where Our Taxes Go

2 Where We Are Forced to Go

a. External & Social Impacts
b. Bonding Litigation
c. Street Restorations

3 5-Year Priorities

a. Quality of Life
b. Economic Development
c. Public Safety
d. Infrastructure & Natural Resources
e. Organizational Effectiveness

4 Fiscal Year 2024-25

a. General Fund Revenue and Proposed Expenditures
b. Surplus
c. All Funds Proposed Expenditures
d. Measure O Weaning Schedule

WHERE DO OUR INCOME TAXES GO?

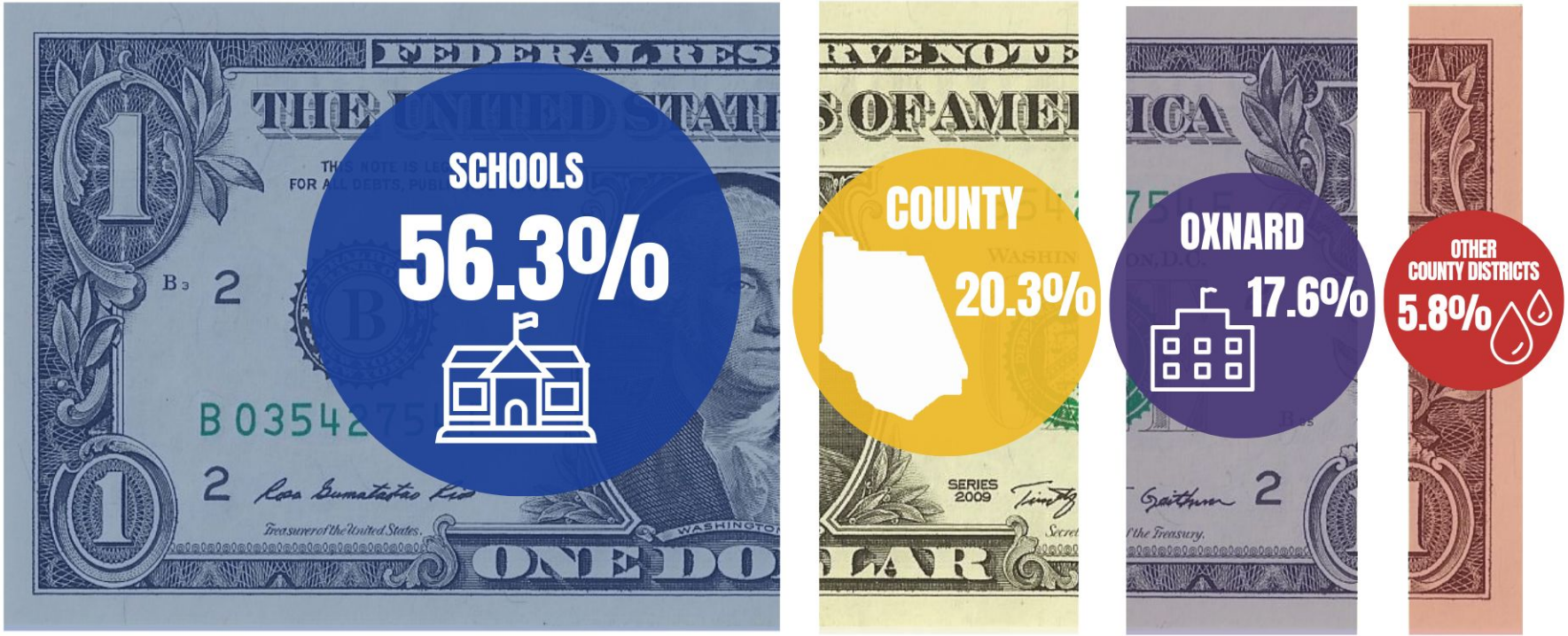
Salary:
$40,000

Federal Taxes:
$3,040
(7.60%)

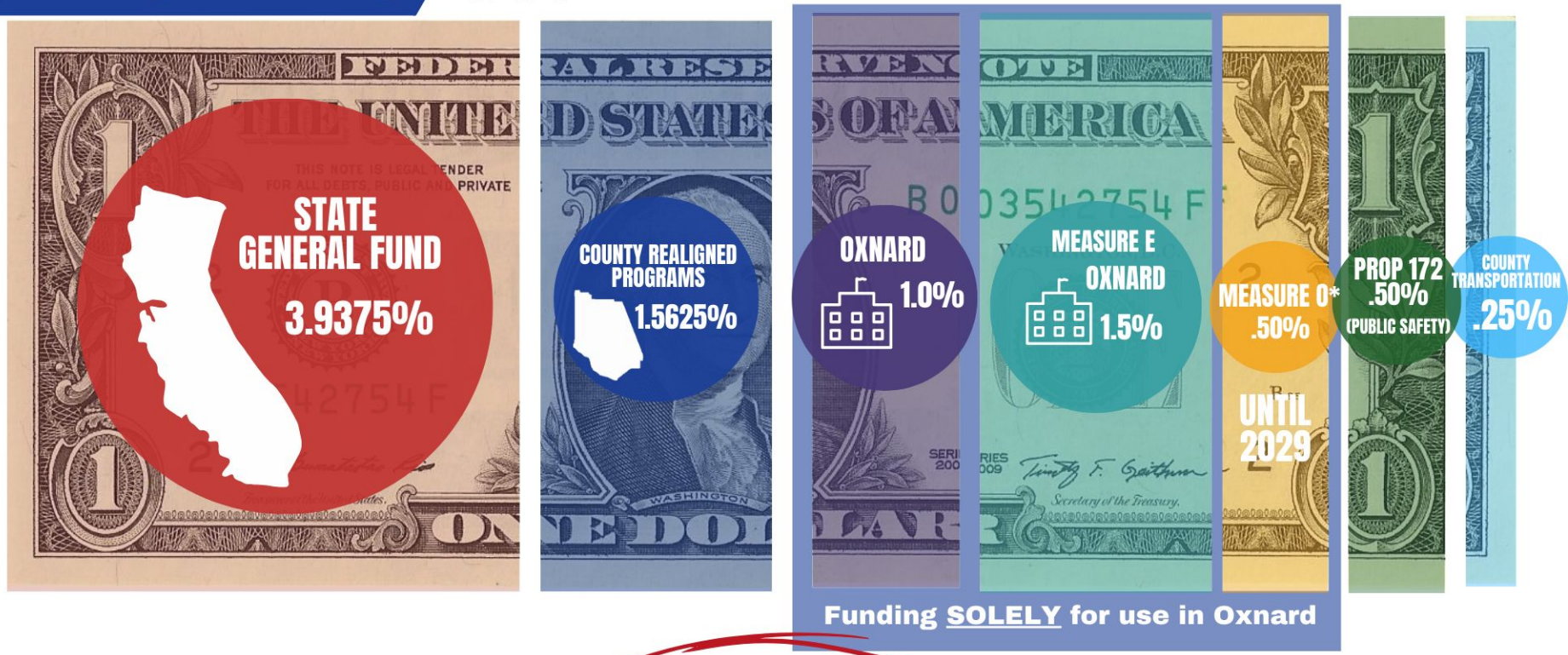
State Taxes:
$871
(2.18%)

After-Tax Income:
$36,089

WHERE DO OUR PROPERTY TAXES GO?



WHERE DO OUR SALES TAXES GO?



*9.25% sales tax rate effective April 1, 2021; decreases to 8.75% in 2029

Big Picture: Pre- and Post-Pandemic Budget Impacts

WE ARE HERE

SUPPLY CHAIN

LABOR MARKET

INFLATION

LAWSUITS

FY 2019-2020
-$9.2M
GENERAL FUND OPERATING DEFICIT

PRE-PANDEMIC

STABILITY
FY 2019-2020

- Made tough choices
- $5.3 million in permanent, ongoing budget cuts
- Staff prepared to propose a "status quo" budget for Fiscal Year 2020-2021

CORONAVIRUS BUDGET IMPACTS

FY 2019-2020
-$8.4M
LOSS IN REVENUE

COVID RECESSION
FY 2019-2020

- Coronavirus craters City revenues
- Halts all progress

FY 2020-2021
-$2M

RECOVERY
FY 2020-2021

- First Measure E payments to be received this summer estimated to be $10.75 million
- Two federal CARES Act payments totaling $3.9 million

FY 2021-2022
MEASURE E

MEASURE N + IUF LAWSUIT

POST-PANDEMIC

RESTORATION
FY 2021-2022

- $49.1 million projected revenue from Measure E
- The full cost of Measure N would be about $236 million *
- City to repay utilities $36.5 million due to IUF lawsuit (Year 1: Paid $17M)

*Estimate from May 2021

RESTORATION - YEAR 2
FY 2022-2023

- No more deficit spending
- New labor contracts
- IUF Lawsuit Payments
  - PAID: $17M
  - STILL OWE: $19.5M

(Year 2: Paid $10M)

BONDING LITIGATION

RESTORATION - YEAR 3
FY 2023-2024

BONDING LITIGATION

- Street Reconstruction
- Fire Stations
- Aquatics Center
- Senior Centers
- Seawalls
- Major Capital Improvements

- Measure E
- Council Priorities
- ARPA
- Measure N was confirmed invalid by the Court of Appeal

SLOW

- Staffing Shortages
- Inflation
- Competitive Labor Market
- Supply Chain Disruption

IUF Lawsuit - Final Payment
- Year 3: $9.5M

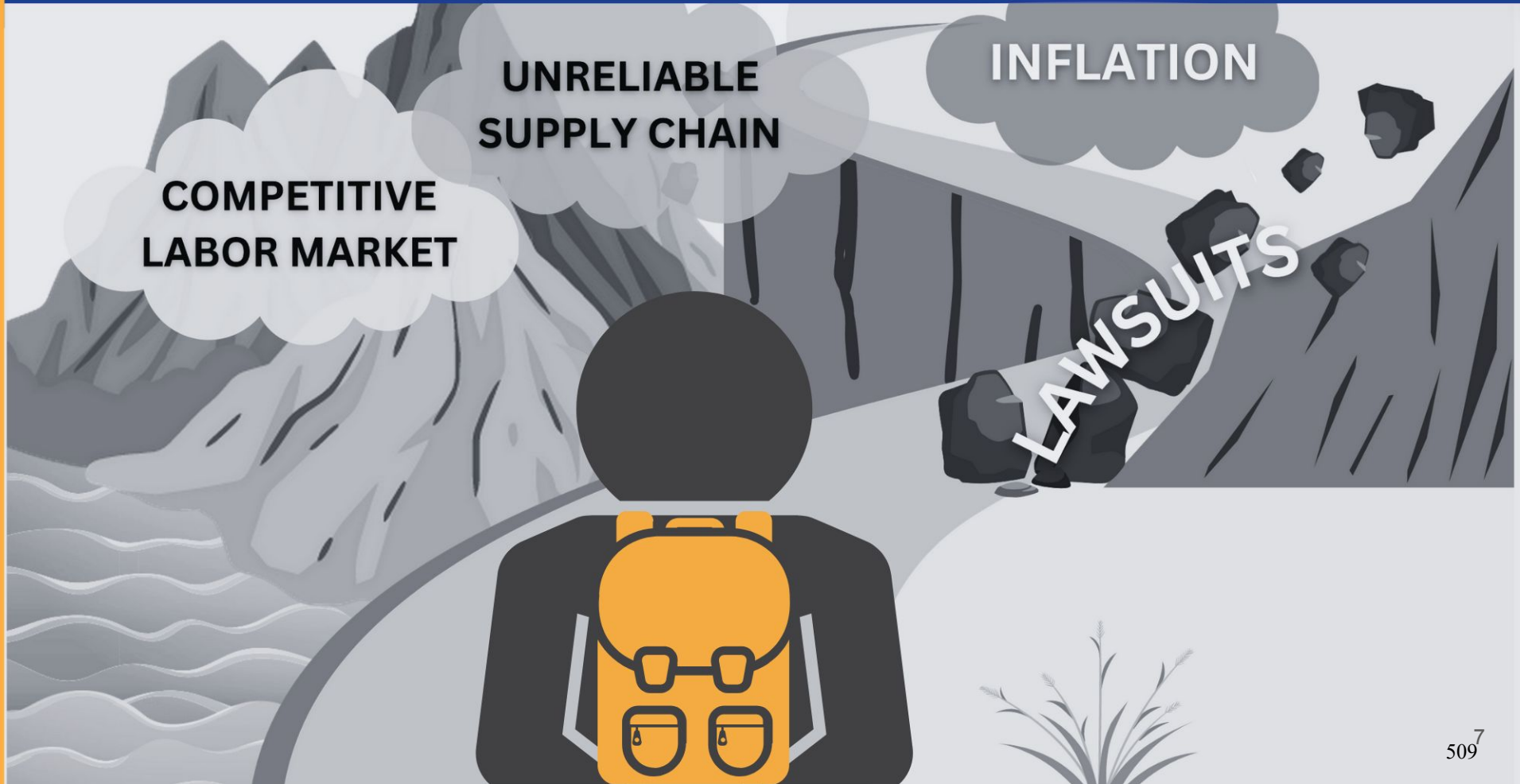
FY 2024-2025

- Slow and steady progress
- Financial stability
- General Fund revenue is covering costs associated with inflation and the labor market

One-time budget surplus

BONDING LITIGATION CONTINUES

Where We Are Forced to Go: External & Social Impacts



Where We Are Forced to Go: External & Social Impacts

Economic & Social Impacts on Local Government

ECONOMIC UNCERTAINTY

AARON STARR BONDING LAWSUIT

COMPETITIVE LABOR MARKET

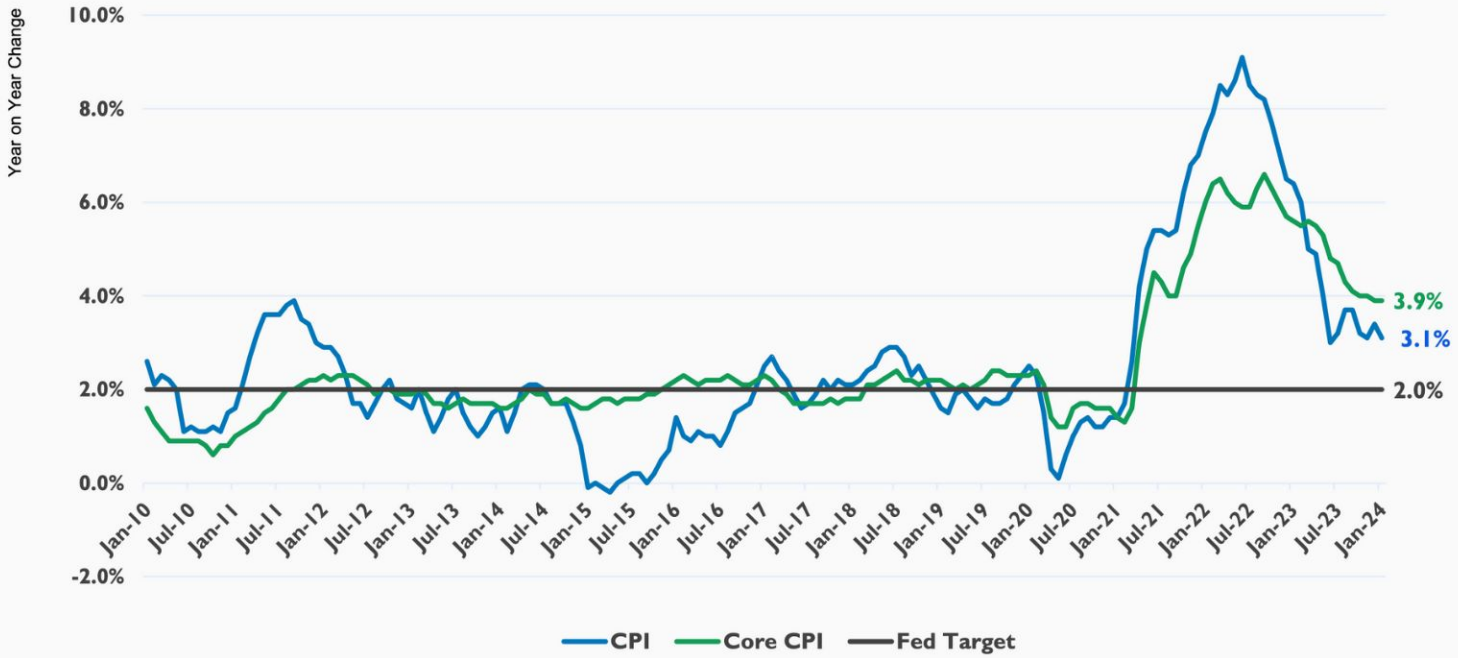
UNRELIABLE SUPPLY CHAIN

POLITICAL UNCERTAINTY

Where We Are Forced to Go: External & Social Impacts

ECONOMIC UNCERTAINTY

INFLATION



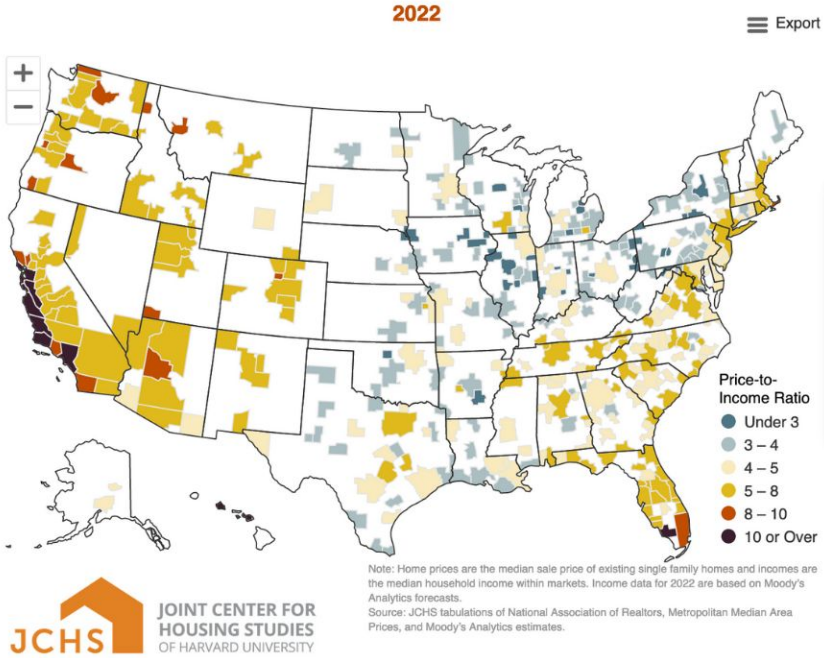
Source: U.S. Bureau of Labor Statistics. Data through January 2024

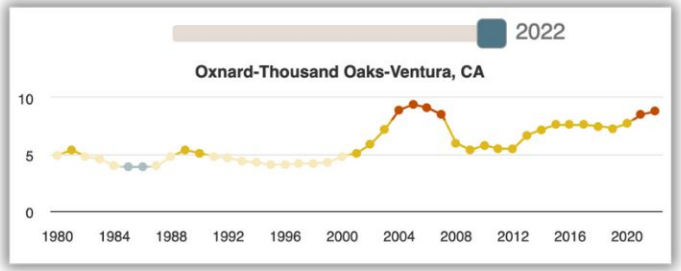
Where We Are Forced to Go: External & Social Impacts

ECONOMIC UNCERTAINTY

INFLATION

From 1980-2022, Home Price-to-Income Ratios Rose to All-Time Highs in Many Metros





Source: Harvard Joint Center for Housing Studies

Where We Are Forced to Go: External & Social Impacts

ECONOMIC UNCERTAINTY

LOCAL GOVERNMENT BUDGETS

KALW

Oakland city budget deficit could force OPD layoffs

A looming operating budget deficit could spell layoffs for the City of Oakland, which may include the Oakland Police Department.

FOX 5 San Diego & KUSI News

City of San Diego faces $167M budget deficit

The City of San Diego is predicting a major budget deficit, potentially shaking up the financial priorities for the city as early as June 30...

SAN JOSÉ spotlight

San Jose anticipates job cuts amid budget shortfall

10 ABC10

Fairfield facing $20M budget deficit, to make cuts

A "combination of cuts and new revenues" must be considered to settle the 2025-26 budget, according to Fairfield city manager David...

Los Angeles Times

Bass budget would reduce homelessness funding, scale back LAPD hiring goal

Los Angeles Times

L.A. looks to cut 2,000 vacant city jobs amid budget woes

10 ABC10.com KXTV

Sacramento faces $66 million budget deficit

Fresno Bee

Fresno faces potential $37 million deficit amid rising costs. 'Something has to give'

The city of Fresno is confronting the potential of a $37.2 million budget shortfall for its 2024-25 budget year – a result of anticipated...

Independent

City of Santa Barbara Expects at Least $7.1M Budget Deficit

Expenditures Continue to Outpace Revenues for Fiscal Year 2025 Operating Budget

PUBLICCEO

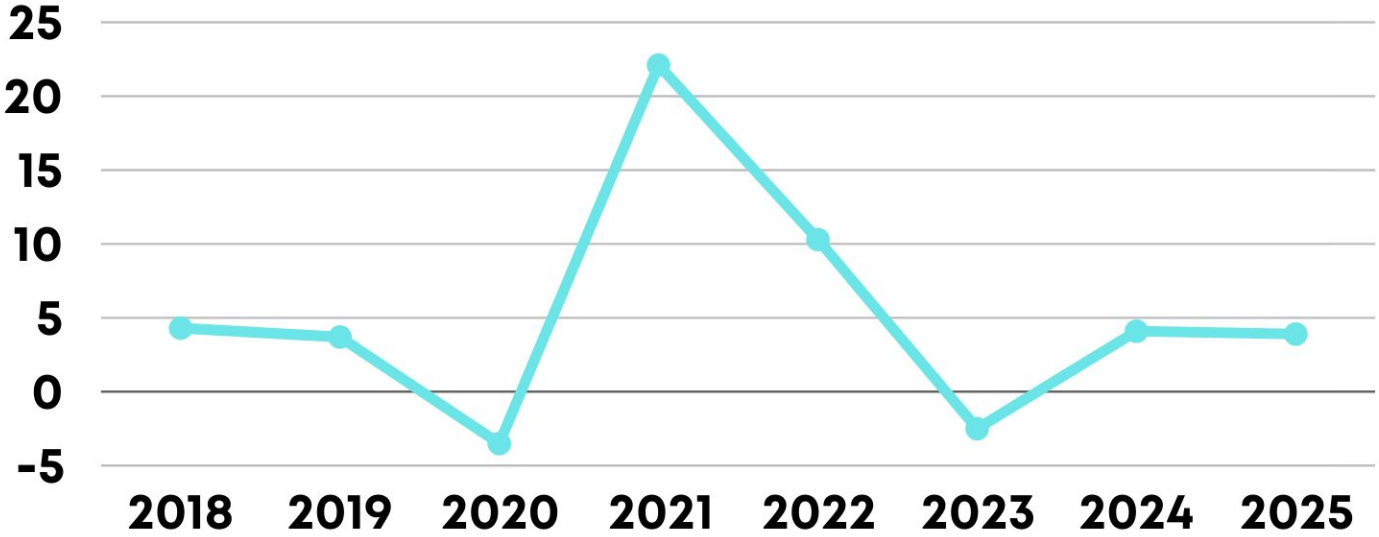
Willows City Council approves placing 1.5% sales tax measure on November 2024 ballot

Where We Are Forced to Go: External & Social Impacts

ECONOMIC UNCERTAINTY

CALIFORNIA SALES TAX REVENUES

Sales tax revenue growth for much of California is expected to be flat for the fourth quarter of 2023 and most of 2024.

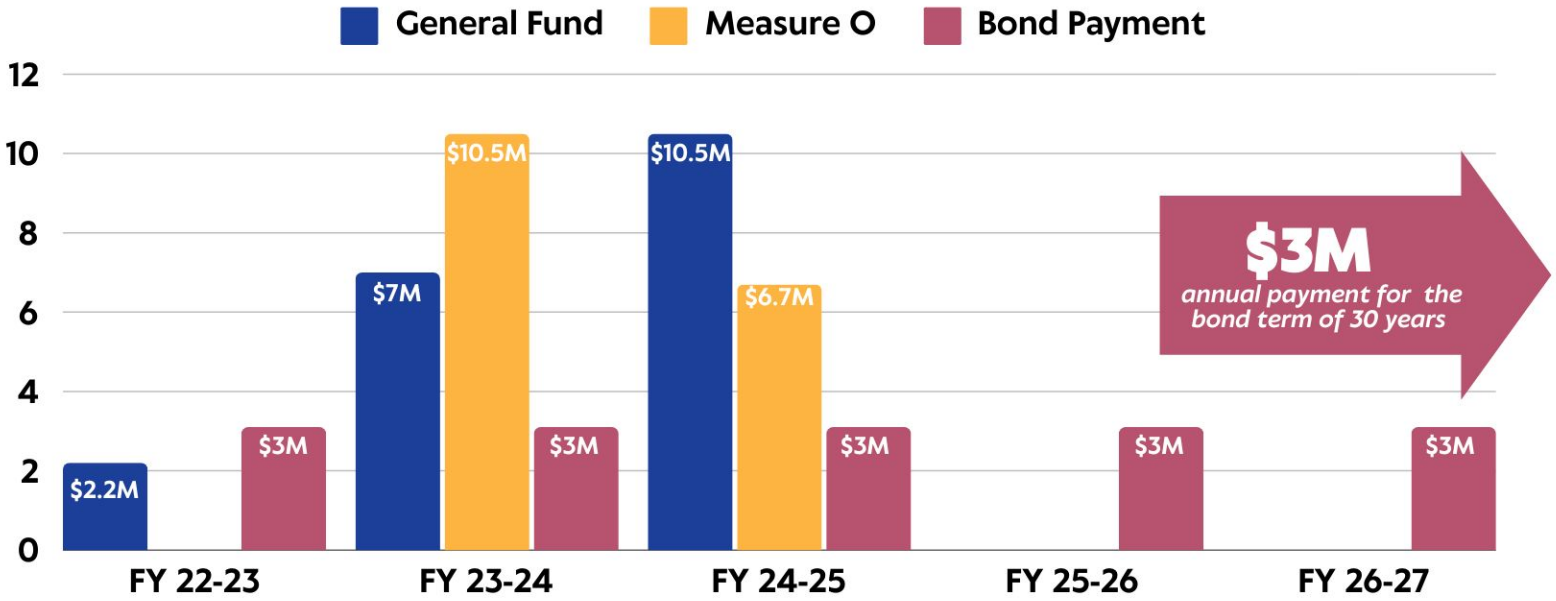


Source: UCLA Anderson Forecast December 2023 Economic Forecast

Where We Are Forced to Go: External & Social Impacts

AARON STARR BONDING LAWSUIT

CASH-FUNDING VS. ANNUAL BOND PAYMENT



If we had bond financed these projects, we would pay approximately $3M rather than $18M in one year.

Where We Are Forced to Go: External & Social Impacts

AARON STARR BONDING LAWSUIT

Where We Are

Proposed FY 2024-25 Investment

$20.8M*

$19.4M needed to maintain current PCI of 67**

VS

Where We Should Go Over the Next 10 Years

Improve Streets & Alleys PCI to 70

Requires average annual investment of

$23.3M*

to reach 70 PCI in 10 years

**General Fund & Measure O investment.*
Total Streets Investment for FY24-25 cost includes $2.5M carryover from FY 23-24 and $5M Gas Tax.

***Current PCI. Cost in 2023 dollars; does not include soft costs*

**Cost in 2023 dollars; does not include soft costs*

Where We Are Forced to Go: External & Social Impacts

AARON STARR BONDING LAWSUIT

OXNARD IS DEPRIVED OF IMPORTANT FINANCIAL TOOL

Examples of debt issues by comparable cities in term of population

	TOTAL	238,318,000	126,995,000	76,201,000	125,185,000	439,225,000	167,000,000
Issuer	Project Name	2019	2020	2021	2022	2023	2024
Elk Grove	District56 & Old Town Plaza Imp		10,000,000			10,000,000	
Elk Grove	Police Department Facilities				12,035,000		
Fontana	New Fire Station No 81 & Training Facility Series A			23,125,000			
Fremont	Police Facility & LED Streetlight	73,365,000					
Glendale	Police Operations Building & Parking Facility	24,925,000					
Glendale	issuance documents pending						167,000,000
Huntington Beach	Donald W Kiser Corporation Yard Series A		4,835,000				
Huntington Beach	Donald W Kiser Corporation Yard Series B Taxable		14,440,000				
Moreno Valley	Electric Infrastructure Imp (Taxable)	15,830,000					
Ontario	Civic Center Improvements Series A				90,830,000		
Ontario	Equipment		31,085,000				
Ontario	Fibert Optic Improvements			18,031,000			
Ontario	M-TEMS Ontario Townhouses Series FN	24,663,000					
Ontario	Series A (Taxable)			35,045,000			
Ontario	Vista Verde Apts Series A	21,000,000					
Ontario	N/A					100,000,000	
Rancho Cucamonga	Fiber Optic Series A	9,875,000					
Rancho Cucamonga	Fiber Optic Series B (Taxable)	2,320,000					
San Bernardino	Rancho Palma				3,505,000		
San Bernardino CFD No 2018-2	N/A					2,945,000	
Santa Clarita	LRB (Energy Efficiency Program) Series 2022A				12,845,000		
Santa Clarita	LRB (Energy Efficiency Program) Series 2022B				5,970,000		
Santa Clarita	Recreational Facility Series A		10,645,000				
Santa Clarita	Recreational Facility Series A-T (Taxable)		3,625,000				
Santa Clarita	Sheriff Station	25,850,000					
Santa Rosa	The Enterprise Series A		52,365,000				

Source: California Debt and Investment Advisory Commission (CDIAC) as of 03/25/2024

Where We Are Forced to Go: External & Social Impacts

AARON STARR BONDING LAWSUIT

OXNARD IS DEPRIVED OF IMPORTANT FINANCIAL TOOL

These are debt issues by Ventura County public entities, data from CDIAC as of 03/25/2024; new money ($2.7 billion) and refinancing ($1.3 billion)

Issuer County	Ventura

Sum of Principal Amount			year					
Issuer Type	Issuer	Project Name	2019	2020	2021	2022	2023	Grand Total
City Government			111,636,634	197,745,000	82,739,946	5,335,000	197,162,537	594,619,117
Community College District			115,180,000					115,180,000
Community Facilities District			37,610,000	35,105,000	19,570,000	14,965,000	25,280,000	132,530,000
County Government			155,911,297	407,555,000	110,000,000	87,000,000	90,000,000	850,466,297
Harbor Port District					5,756,000			5,756,000
Housing Authority				69,547,069				69,547,069
Joint Powers Agency			81,780,000	367,520,000	23,305,000	65,325,202	20,000,000	557,930,202
K-12 School District			245,009,508	540,134,273	405,712,780	156,241,454	302,560,746	1,649,658,761
Municipal Water District					39,145,000			39,145,000
Sanitation District					15,271,000			15,271,000
Water District				26,665,000		2,751,200	13,594,645	43,010,845
Grand Total			**747,127,439**	**1,644,271,342**	**701,499,726**	**331,617,856**	**648,597,928**	**4,073,114,291**

Oxnard: **$110.8M**

Source: California Debt and Investment Advisory Commission (CDIAC) as of 03/25/2024

Where We Are Forced to Go: External & Social Impacts

COMPETITIVE LABOR MARKET

Police (Sworn Positions)

July 1, 2023	As of March 31, 2024
7.31% vacancy rate	8.5% vacancy rate

City-wide

June 30, 2023	As of March 31, 2024
14.09% vacancy rate	11.18% vacancy rate

Where We Are Forced to Go: External & Social Impacts

UNRELIABLE SUPPLY CHAIN

	Pre-Covid	Today
Police Vehicles	Up to **8 months** for delivery	The order for 15 police department vehicles has been **delayed by more than 3 years**
Fire Vehicles	Up to **1.5 years** for fire truck delivery	Experienced multi-year delays for essential equipment such as 5 Fire Engines, 1 Ladder Truck, 1 Paramedic Squad, 8 Command Vehicles, 8 Fire Station Utility Trucks, 12 Staff Vehicles. Lead time for a new Fire Engine **4 years**, lead time for a new ladder truck is **4.5 years**

Where We Are Forced to Go: External & Social Impacts

POLITICAL UNCERTAINTY

City Council 5-Year Priorities: Progress & Challenges

2023 - 2027 | CITY COUNCIL 5-YEAR PRIORITIES

Quality of Life

1. Restore and enhance youth programs and launch the Oxnard Arts Academy for local youth in South Oxnard
2. Restore and enhance senior programs and build the Council-approved new Senior Center
3. Continue to address homelessness in Oxnard
4. Build an Aquatics Center in South Oxnard
5. Reopen the Carnegie Art Museum and create a process to study the Oxnard PACC

Infrastructure and Natural Resources

1. Restore proper street paving cycle
2. Restore proper maintenance of parkways and medians, tree trimming cycle, and clean up the gateways to the City
3. Ensure adequate future water supply
4. Repair alleys
5. Repair seawalls

Economic Development

1. Focus on business retention and expansion and new business attraction
2. Train and prepare residents for employment at local businesses through the Oxnard Employee Pipeline
3. Revitalize the Hueneme/Saviers/Pleasant Valley/Channel Islands Corridor
4. Renovate 4th St. between Downtown and train station to create a safe connection between the transit center and downtown
5. Create a new Zócalo in South Oxnard

Organizational Effectiveness

1. Secure long-term financial sustainability
2. Replenish the City's financial reserves and establish sufficient reserves to respond to disasters such as earthquakes and floods
3. Invest in appropriate staffing levels to get the job done
4. Strengthen the City's cybersecurity
5. Invest in staff training and development

Public Safety

1. Maintain 911 emergency response times
2. Maintain fire protection services
3. Restore Neighborhood Police program
4. Restore and possibly increase paramedic squads
5. Create a modern disaster preparedness program to prepare the City for response and recovery from earthquakes, flooding and other disasters

New

Bondable

CITY OF OXNARD CALIFORNIA

** Modest and incremental implementation of security cameras; data driven by OPD*
** Modest and incremental implementation of a lifeguard program*

5-Year Priorities: Snapshot of Progress & Challenges

QUALITY OF LIFE PROGRESS

Restore & Enhance Youth Programs

Prior to Measure E, the City's Recreation staff served nearly **98,000 youth** through its recreation centers and programming.

As part of the City's restoration efforts, by FY 23-24, Recreation staff is projected to serve nearly **138,000 youth**, an increase of **40.8%**.

Restore and Enhance Senior Programs

Since reopening the Colonia Senior Center in 2021, Oxnard has served over 150 additional seniors. In 2022, Colonia's open hours were extended two hours daily, increasing programmable time by over 500 hours annually, a 60% increase.

City has grown program offerings through Senior Services by 17% since Measure E, and with nearly 2,850 seniors participating annually in one or more of our 12 Senior Services programs.

South Oxnard Aquatics Center

Since approved by Council in 2021, staff received feedback from more than 1,000 community members on programming and design elements for the Aquatics Center. The City is completing the architectural & engineering design including securing all the required planning & building permits for the facility.

Oxnard Arts Academy

Since launching in 2021, **student participation increased nearly 48%** serving 84 students.

Continue to Address Homelessness

Construction continues downtown for the Casa de Carmen and the Oxnard Navigation Center, a 110-bed, 24-hour emergency shelter and 56 permanent supportive housing units with services provided by Ventura County Behavioral Health. The Center is expected to open in early 2025.

Carnegie and Oxnard Performing Arts Center

Staff is actively soliciting for engineering firms to conduct the next steps in a seismic assessment for both facilities. These assessments will identify and provide recommended upgrades to the structural elements of both facilities.

CHALLENGES

Build Council approved new Senior Center
Project placed on hold due to bond litigation

South Oxnard Aquatics Center
Project lacks funding for construction due to the bond litigation.

5-Year Priorities: Snapshot of Progress & Challenges

ECONOMIC DEVELOPMENT PROGRESS

Revitalize 4th Street between Downtown & Train Station

In 2024, the City started the design process for the 4th Street Mobility Improvements Project, which includes curb extensions, cross walks, bike lanes, bike racks, and lighting to help improve the experience of pedestrians and cyclists moving throughout the downtown area.

Train and Prepare Residents for Employment at Local Businesses through the Oxnard Employee Pipeline

Since 2021, City has worked with Oxnard College to create and refine Employee Pipeline coursework to meet the needs of our community, and is collaborating with 10 businesses to provide the skills for their workforce.

CHALLENGES

Create a new Zócalo in South Oxnard

Due to the impacts of the pandemic, the owner of the Centerpoint Mall has placed the Zócalo project on hold.

Employee Pipeline

Dr. Oscar Cobian has served as the Interim President since 2022 and has helped to move the Oxnard Employee Pipeline program forward.

The college just announced the hiring of their new president, Dr. Roberto Gonzalez, who will start July 1. The City looks forward to further developing the Oxnard Employee Pipeline with its leadership team.

Focus on business retention, expansion and new business attraction

Permits

The City continues to see an increase in development throughout Oxnard. In FY 22-23, the city issued 5,400 permits, a 29% increase over the prior year. The City is on track to issue 5,800 permits by the end of this fiscal year, a 7.4% increase.

Wayfinding Project

Invested $1M of American Rescue Act Program (ARPA) funding to design and construct a new Wayfinding Program consisting of of fresh, modern signage to be installed throughout Oxnard. The signage will inform and promote areas of interest and tourism destinations throughout the city.

Hotel Development

Transient Occupancy Tax (TOT) from hotels represent another revenue stream for the City's General Fund. In FY 23-24, TOT revenue is estimated at $5.6M.

In 2024, construction continues for two new Marriott hotels located just off the 101. They are expected to open in 2025 and 2026, bringing additional revenue to Oxnard.

5-Year Priorities: Snapshot of Progress & Challenges

PUBLIC SAFETY PROGRESS

Restore and possibly increase paramedic squads

In 2018, the City had 10 firefighters/paramedics. By 2023, the City doubled its training efforts to have **20 firefighters/paramedics** on staff.

The City also received a grant to place a second paramedic squad at Station 6. By operating with two response squads in 2023, the squads reduced their response time to 4 minutes, 40 seconds.

Maintain 911 Emergency Response Times

The total call volume in 2023, which includes incoming, outgoing, and abandoned calls, was **332,677**. The number of calls requesting police for a response or service was **119,545**, a **2%** increase over the prior year. **The average response time to an emergency call was 4 minutes and 13 seconds.**

For Fire, in 2023 the department received **21,650** calls for service, a **5.6%** increase over the previous year.

Maintain fire protection services

Staffing

Since 2020, the Oxnard Fire Dept. has hosted four fire academies that welcomed 42 graduates to help the department catch up on staffing needs.

The Department currently staffs 120 firefighters, 40 per shift, which represents .58 firefighters per 1,000 residents. The California average is to employ .93 firefighters per 1,000 residents.

Smoke Detector Installations

The Oxnard Fire Department has installed 7,500 smoke alarms in two and a half years, with plans to install another 5,000 to protect the community's safety and well-being.

CHALLENGES

Maintain 911 emergency response times

The City's Emergency Communications Center is currently staffed with 22 Public Safety Dispatchers, 6 Dispatch Supervisors, and a manager.

- Currently have 3 vacant Public Safety Dispatcher positions.
- Vacancies for essential positions create the need to mandate shifts, which increases fatigue and workplace stress.

Police Recruitment

- There has been a steady decline in police department recruitment applications. At the end of the 2023 calendar year, the department experienced a nearly 54% decrease in applications.
- As the department struggles to fill vacancies and recruit new hires, the City Council has approved recruitment incentives to help restore adequate police department staffing to ensure public safety and protection of the community.

Essential Vehicle Order Delays

The City is still experiencing supply chain disruptions stemming from the pandemic. Police vehicle deliveries have been delayed by 3years, and fire vehicles by more than 4 years.

5-Year Priorities: Snapshot of Progress & Challenges

INFRASTRUCTURE & NATURAL RESOURCES PROGRESS

Restore proper street paving cycle and repair alleys

Since 2021, with the voters approval of Measure E, the City has invested **$54.7 million** to restore Oxnard's streets and alleys after many years of deferred maintenance, bringing our Pavement Condition Index (PCI), which is the "grade out of 100" for our streets from a 64, to a our current PCI of 67.

Restore proper maintenance of parkways and medians, tree trimming cycle, and clean up the gateways to the City

Prior to Measure E, the City could only afford to maintain just 1,500 trees annually. Oxnard now invests approximately **$1.3M annually** to trim **over 7,000** each year.

The City also budgets **$5.6M annually** to maintain Oxnard's parks, public spaces and parkways, resulting in improved maintenance services. The restored service levels for all General Fund parks, medians and parkways include:

	Pre Measure E	With Measure E
Parks Mowing	Attempted monthly	Weekly / Every two weeks
Tree Pruning	Budget for 1,562 annually	7,000+ annually
Parks Trash Removal - Contract	Weekly	4x per week
Restroom Cleaning - Contract	As available	Daily restroom custodial services
Gopher Control	No set schedule	Monthly
Irrigation	No on-call irrigation services	On-call irrigation services

Ensure Future Water Supply

In 2023, Oxnard began constructing an Aquifer Storage and Recovery (ASR) water well to recharge groundwater storage during drought

Repair Seawalls

Since 2021, the City invested $1.53 million to repair the pilaster jackets (columns) of the seawalls at various locations, monitor and inspect the foundation, and to create the design for future repairs of certain portions of the walls.

CHALLENGES

Maintenance

Current budget for maintenance is only to restore services that were cut by previous limited budgets; restored maintenance provides adequate levels of service but not enhanced.

Seawalls

Funding has not been secured for the estimated $200 million total project cost to repair and extend the lifespan of all seawalls.

5-Year Priorities: Snapshot of Progress & Challenges

ORGANIZATIONAL EFFECTIVENESS PROGRESS

Secure long-term financial sustainability

Reserves

Financial best practices recommend a **minimum General Fund reserve balance of two months of operating expenses, or 16.6%**. The City's ability to maintain this fund balance will also assist in mitigating future risks as well as improving the City's S&P Bond Rating. The City was able to assign a General Fund Operating Reserve of 13% based on FY 23-24 Council's adopted operating reserve police for the General Fund.

Standard and Poor's (S&P) Ratings

In October 2022, Standard and Poor's Global Ratings upgraded the City's Issuer Credit Rating from "A" to "A+." The report also revised its long-term rating on the City's lease revenue bonds from "A-" to "A", the City's Gas Tax Bond from "A+" to "AA-" and assigned a "stable" outlook to all three. **The new S&P ratings marked Oxnard's 5th upgrade by S&P in the span of 12 months.**

Strengthen the City's cybersecurity

Since 2021, the City has been rolling out enterprise resource planning (ERP) system that modernizes Oxnard's IT infrastructure and continues to strengthen the organization's cybersecurity. The technological overhaul was delayed for decades due to budget shortfalls. Additionally, the City has remediated 1/3 of City cybersecurity audit findings and contracted with a security operations center (SOC) vendor to manage our daily security overview.

Investments in Staff Training and Development

The City's Human Resources department launched a series of new training programs that enhance employee training at all levels. Highlights include graduating 18 employees from a Customer Service Workshop; 19 non-supervisors trained in leading teams; and 71 supervisors graduating from a class series focused on supervision and leadership.

CHALLENGES

Invest in appropriate staffing levels to get the job done

The national labor shortage has also impacted City operations. In FY 22-23, the City ended the year with a 14.09% vacancy rate.

However, the market is showing improvements. By the end of 2023, the City saw a nearly 55% increase in the number of applications it received. The City's overall vacancy rate is trending lower at 11.18% as of March 31,2024.

The city has also experienced a drop in staff turnover, and it's annualized attrition rate has dropped from 12.99% to 4.28%.

Progress: Adhere to Key Financial Principles

Maintain Fund Balance	Debt Capacity	Budget Flexibility	Financial Performance	Management	Cyber Security	Financial Reporting
A minimum General Fund reserve of two months of operating expenses, or 16.6%	• Including debt as a % of Governmental Fund Revenues • Target would be less than 25%	• Including fixed costs as a % of total Government Fund Expenditures (*i.e. Debt Service, Pension, Health Care)* • Target Fixed Cost would be less than 30% of total expenditures	• Year end results would be within 10% of budget	• Demonstrating how government is making a difference in the lives of residents • Being proactive and experienced • Providing accountability & transparency	• Demonstrating sound cyber policies will protect the City's S&P rating • Data breaches or leaks from hackers could result in a ratings downgrade	• Producing financial statements and reports that receive clean opinions from external auditors
PROGRESS MILESTONES (as of April 2024)						
City continues to raise its reserve contributions each year by 1% each year: • FY 23-24 = 13% ✓ FY 24-25: Recommendation to accelerate reserve policy and fund 16.6% with surplus	City has improved its debt capacity to "strong" based upon methodology used by Standard & Poors	City's Budget Flexibility improving to 8% in FY2024-25 from 10% in FY2021-22.	• Continued enhancements to financial reporting software improve accuracy of forecasts • Increasing transparency through monthly reports to the City Council and providing updated information on City website	• Maintaining and restoring services while addressing the long term liabilities • Stable leadership team	City strengthening cyber policies	• 4 consecutive years with an audited unmodified opinion • FY 2023 clean single audit

Fiscal Year 2024-25

Proposed Budget Highlights

FY 2024-25 Proposed General Fund Budget

Received
~$20M
in department requests

Staff can only recommend
$10.76M
for proposed budget

New General Fund Investments for Fiscal Year 2024-25

General Fund

$1.1M
POLICE DEPARTMENT
Includes overtime, body worn cameras, patrol vehicle leases and Ventura County Animal Shelter services

$2.7M
FIRE DEPARTMENT
Includes overtime, 3 firefighters from Grant Fund to General Fund, Fire vehicle leases and utilities inflation

$1.5M
PUBLIC WORKS DEPT.
Includes bucket truck, utilities inflation, water and waste water inflation for Parks, maintenance contracts inflation and 10 Parks vehicle leases

~$3M
GENERAL FUND EMPLOYEES
Includes MOU changes for the people who provide the services for the City

$0.5M
CULTURAL & COMMUNITY SERVICES
Includes adjustments for temporary labor costs, utilities inflation, Jr. High Grad Night and investments in staff training

$4.3M
INTERNAL SERVICES
Supports required facility maintenance, cyber security, IT systems, insurance and vehicle maintenance

$0.5M
CITY MANAGER
Carnegie Museum/ Native American Artifacts

$0.9M
STAFFING INVESTMENTS
New positions / reclasses to meet appropriate staffing levels to get the job done

$1.5M
INSURANCE
Covers workers comp increases

General Fund CIP

$0.3M
Ormond Beach Restorations

$0.5M
Roof Replacements at Various Facilities

$3.3M
ERP System Investments

$7.2M
Artertial Street Resurfacing

New Measure O Investments for Fiscal Year 2024-25

Measure O

$150K
CITY CLERK
Additional Ballot Measures in November 2024 General Election

$100K
FIRE DEPARTMENT
Fire Department Plan Check Consulting

$300K
PUBLIC WORKS DEPT.
Purchase of a 10-ton Dump Truck

$200K
PUBLIC WORKS DEPT.
Purchase of a backhoe

$160K
HOUSING DEPARTMENT
Investment in Rent Stabilization Program

Measure O CIP

Cultural & Community Services

$0.1M
Colonia Park Pool Repair & Equipment Replacement

$0.2
La Colonia Boxing Gym Improvements

$0.2M
South Oxnard Library Remediation

Public Works

$1M
Public Restroom Improvements

$1M
Traffic Signal Modernization

$2.5M
Mandalay Bay Seawalls

$4M
Citywide Alleyway Resurfacing

$5M
Neighborhood Street Resurfacing

Fiscal Year 2024-25: Budget Surplus

Recommendation to City Council of the following investments

ONE-TIME SURPLUS OF $35M*

Payment Towards Long-Term Debt

$20M

Reserve (Rainy Day Fund)

$9.5M

16.6% Reserve = $37.3M

Set-Aside for Mid-Year

$5.5M

**Projected surplus as of June 30, 2024*

Measure O Weaning Schedule

Measure O will sunset in March 2029.

The Measure O weaning schedule allows a smooth transition so there is no cliff when Measure O sunsets.

The Measure O Committee recommended a weaning schedule on April 28, 2022, which the City Council adopted on June 7, 2022.

Measure O Weaning Schedule

MEASURE O	FY22-23	FY23-24	FY24-25	March 2029
Year-over-Year Weaning to Absorb Programs into General Fund	Fire Station 8 Operations (including 21 positions)	Enhancing Community Police (16 positions) Homeless Program	911 System (CAD/RMS) including 3 positions Integrated Library System Library Wifi Operational	
GENERAL FUND*	**$4,758,918**	**$5,168,968**	**$1,040,299**	

FY 2024-25 Measure O Weaning and One-Time Projects

MEASURE O

WEANING

CAD/RMS OPERATIONAL — **FTEs:** 3.0

Operation of the Public Safety 911 Computer-Aided Dispatching (CAD) system and Law Enforcement Record Management System (LERMS)

$958,984

INTEGRATED LIBRARY SYSTEM

User-friendly library management system that is designed for more efficient check-in and check-out, billing and invoicing, cataloging and public access to the library's 400,000 volume collection

$79,315

LIBRARY WIFI OPERATIONAL

Wi-Fi availability at the Main Library, South Oxnard and Colonia Branch Libraries

$2,000

ONE-TIME FUNDS

GENERAL FUND - $10.75M*

GENERAL FUND*

ONE-TIME PROJECT Citywide Alleyway Resurfacing — **$4,000,000**

ONE-TIME PROJECT Neighborhood Street Resurfacing — **$4,981,000**

ONE-TIME PROJECT Traffic Signal Modernization — **$1,000,000**

ONE-TIME PROJECT Public Restroom Improvements — **$1,000,000**

ONE-TIME PROJECT Colonia Park Pool Repair and Equipment Replacement — **$120,000**

ONE-TIME PROJECT South Oxnard Library Remediation — **$200,000**

ONE-TIME PROJECT La Colonia Boxing Gym Improvements — **$200,000**

ONE-TIME PROJECT Mandalay Bay Seawall Repair — **$2,500,000**

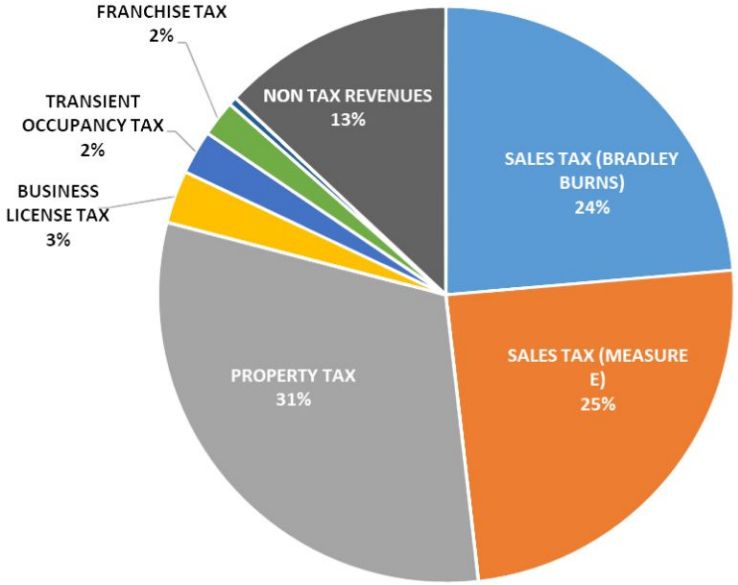
**Projects over $100K*

The General Fund has absorbed $11M of Measure O programs and staffing

General Fund FY 2024-25
Estimated Preliminary Revenues + Proposed Expenditures

REVENUE SOURCES

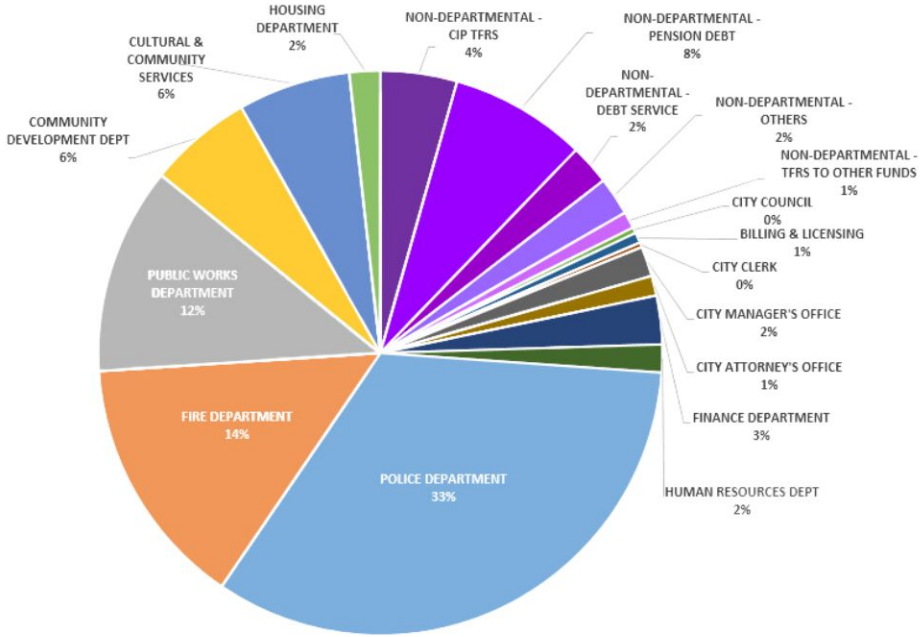
Proposed FY 2024-25
General Fund Revenues - $235.7 (millions)*



*Preliminary figures as of May 8, 2024

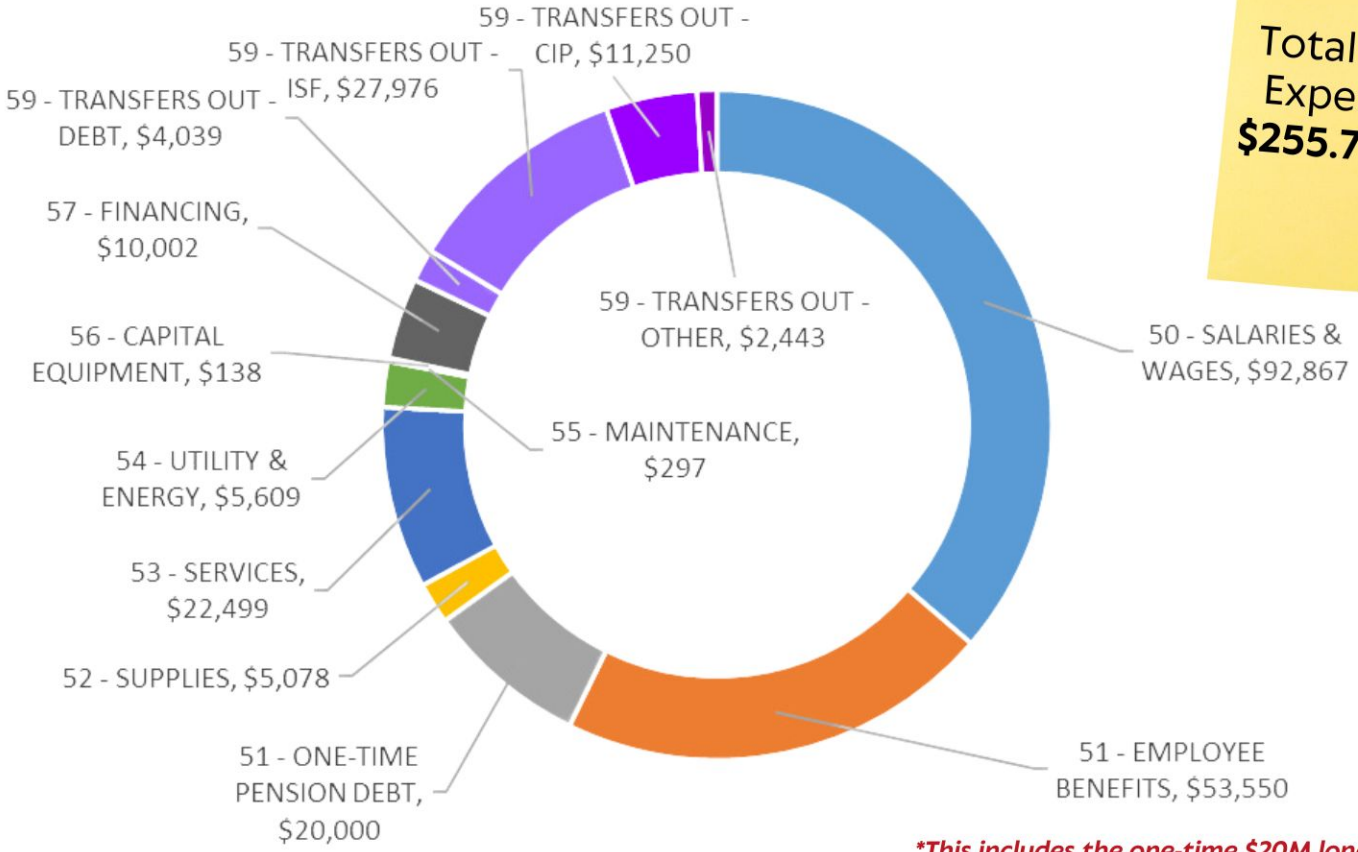
EXPENSES (BY DEPARTMENT)

Proposed FY 2024-25
General Fund Expenditures - $255.7 (millions)**



**This includes the one-time $20M long-term debt payment

General Fund Proposed Budget Fiscal Year 2024-25

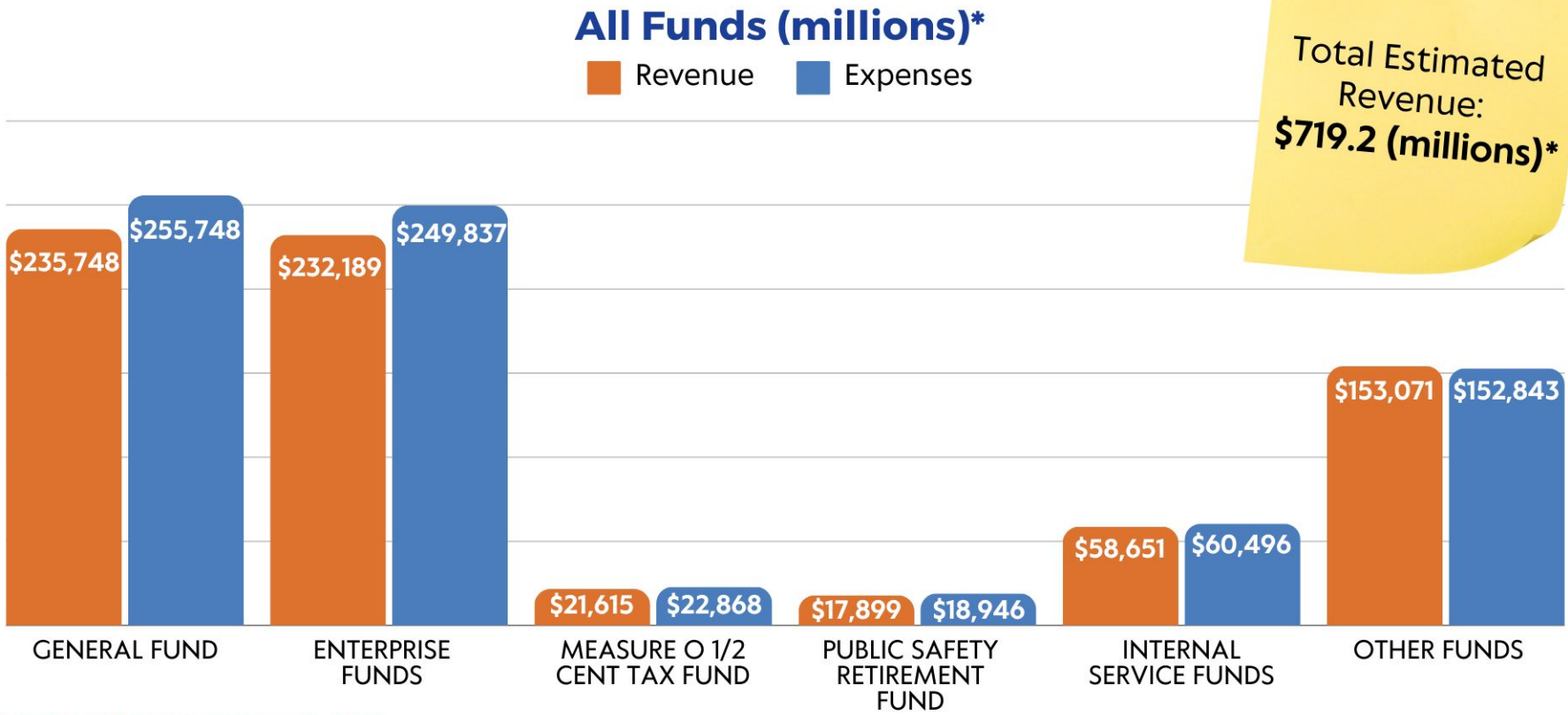


Total Proposed Expenditures:
$255.7 (millions)*

***This includes the one-time $20M long-term debt payment**

All Funds FY 2024-25 Budget

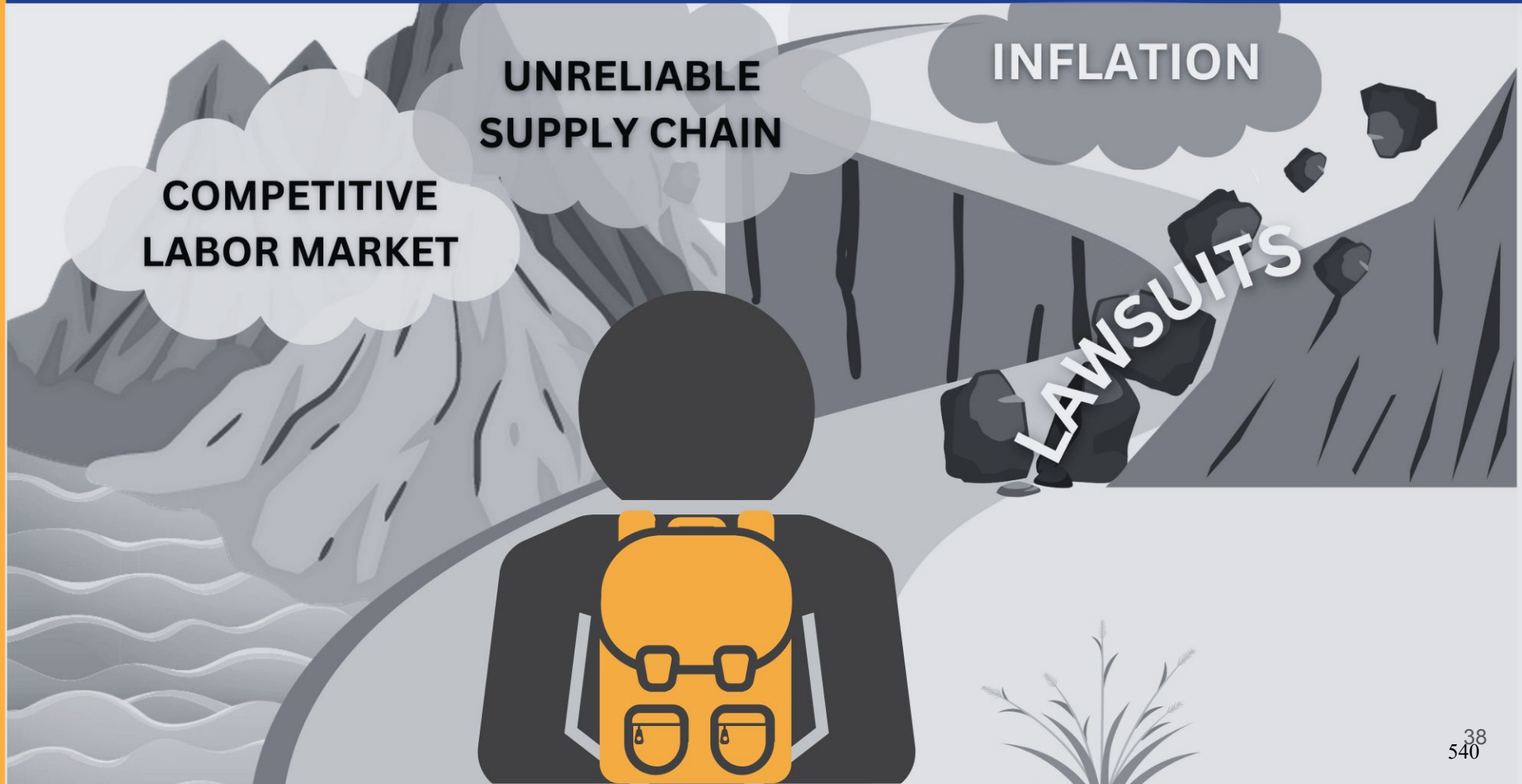
Estimated Preliminary All Fund Revenues + Proposed Expenditures*



Total Estimated Revenue:
$719.2 (millions)*

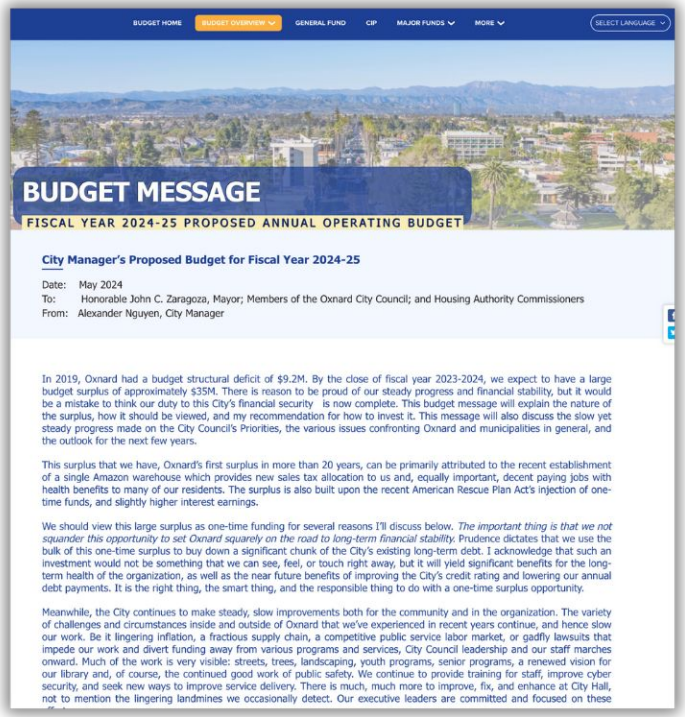
**Preliminary figures as of May 8, 2024*

Reminder: Economic & Social Impacts on Local Government



What's Next

City's First Online, Digital Budget



BUDGET HOME | BUDGET OVERVIEW | GENERAL FUND | CIP | MAJOR FUNDS | MORE | SELECT LANGUAGE

BUDGET MESSAGE

FISCAL YEAR 2024-25 PROPOSED ANNUAL OPERATING BUDGET

City Manager's Proposed Budget for Fiscal Year 2024-25

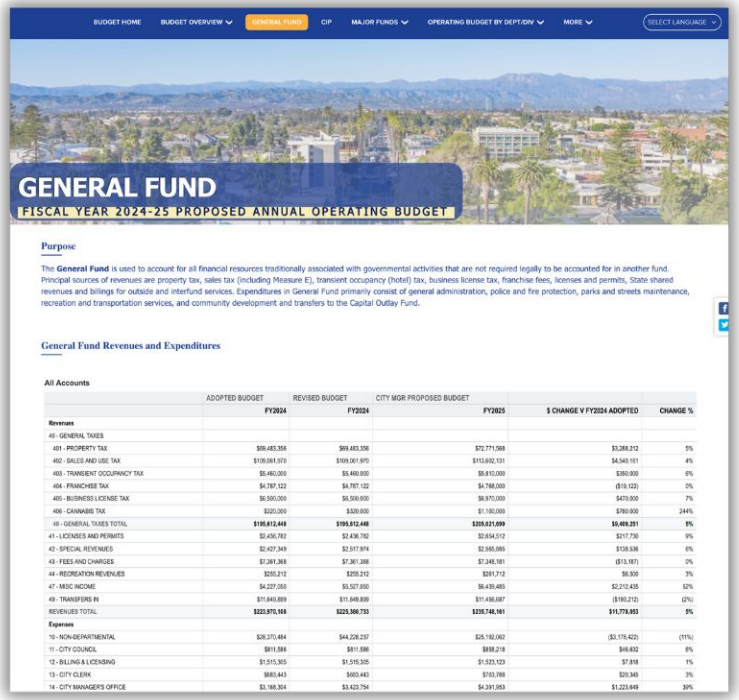
Date: May 2024
To: Honorable John C. Zaragoza, Mayor; Members of the Oxnard City Council; and Housing Authority Commissioners
From: Alexander Nguyen, City Manager

In 2019, Oxnard had a budget structural deficit of $9.2M. By the close of fiscal year 2023-2024, we expect to have a large budget surplus of approximately $35M. There is reason to be proud of our steady progress and financial stability, but it would be a mistake to think our duty to this City's financial security is now complete. This budget message will explain the nature of the surplus, how it should be viewed, and my recommendation for how to invest it. This message will also discuss the slow yet steady progress made on the City Council's Priorities, the various issues confronting Oxnard and municipalities in general, and the outlook for the next few years.

This surplus that we have, Oxnard's first surplus in more than 20 years, can be primarily attributed to the recent establishment of a single Amazon warehouse which provides new sales tax allocation to us and, equally important, decent paying jobs with health benefits to many of our residents. The surplus is also built upon the recent American Rescue Plan Act's injection of one-time funds, and slightly higher interest earnings.

We should view this large surplus as one-time funding for several reasons I'll discuss below. *The important thing is that we not squander this opportunity to set Oxnard squarely on the road to long-term financial stability.* Prudence dictates that we use the bulk of this one-time surplus to buy down a significant chunk of the City's existing long-term debt. I acknowledge that such an investment would not be something that we can see, feel, or touch right away, but it will yield significant benefits for the long-term health of the organization, as well as the near future benefits of improving the City's credit rating and lowering our annual debt payments. It is the right thing, the smart thing, and the responsible thing to do with a one-time surplus opportunity.

Meanwhile, the City continues to make steady, slow improvements both for the community and in the organization. The variety of challenges and circumstances inside and outside of Oxnard that we've experienced in recent years continue, and hence slow our work. Be it lingering inflation, a fractious supply chain, a competitive public service labor market, or gadfly lawsuits that impede our work and divert funding away from various programs and services, City Council leadership and our staff marches onward. Much of the work is very visible: streets, trees, landscaping, youth programs, senior programs, a renewed vision for our library and, of course, the continued good work of public safety. We continue to provide training for staff, improve cyber security, and seek new ways to improve service delivery. There is much, much more to improve, fix, and enhance at City Hall, not to mention the lingering landmines we occasionally detect. Our executive leaders are committed and focused on these



BUDGET HOME | BUDGET OVERVIEW | GENERAL FUND | CIP | MAJOR FUNDS | OPERATING BUDGET BY DEPT/DIV | MORE | SELECT LANGUAGE

GENERAL FUND

FISCAL YEAR 2024-25 PROPOSED ANNUAL OPERATING BUDGET

Purpose

The **General Fund** is used to account for all financial resources traditionally associated with governmental activities that are not required legally to be accounted for in another fund. Principal sources of revenues are property tax, sales tax (including Measure E), transient occupancy (hotel) tax, business license tax, franchise fees, licenses and permits, State shared revenues and billings for outside and interfund services. Expenditures in General Fund primarily consist of general administration, police and fire protection, parks and streets maintenance, recreation and transportation services, and community development and transfers to the Capital Outlay Fund.

General Fund Revenues and Expenditures

All Accounts

	ADOPTED BUDGET	REVISED BUDGET	CITY MGR PROPOSED BUDGET		
	FY2024	FY2024	FY2025	$ CHANGE V FY2024 ADOPTED	CHANGE %
Revenues					
40 - GENERAL TAXES					
401 - PROPERTY TAX	$69,483,356	$69,483,356	$72,771,568	$3,288,212	5%
402 - SALES AND USE TAX	$108,661,970	$109,061,970	$113,602,131	$4,540,161	4%
403 - TRANSIENT OCCUPANCY TAX	$5,460,000	$5,460,000	$5,810,000	$350,000	6%
404 - FRANCHISE TAX	$4,787,122	$4,787,122	$4,768,000	($19,122)	0%
405 - BUSINESS LICENSE TAX	$6,500,000	$6,500,000	$6,970,000	$470,000	7%
406 - CANNABIS TAX	$320,000	$320,000	$1,100,000	$780,000	244%
40 - GENERAL TAXES TOTAL	**$195,612,448**	**$195,612,448**	**$205,021,699**	**$9,409,251**	**5%**
41 - LICENSES AND PERMITS	$2,436,782	$2,436,782	$2,654,512	$217,730	9%
42 - SPECIAL REVENUES	$2,427,349	$2,517,974	$2,565,886	$138,536	6%
43 - FEES AND CHARGES	$7,361,368	$7,361,368	$7,348,181	($13,187)	0%
44 - RECREATION REVENUES	$255,212	$255,212	$261,712	$6,500	3%
47 - MISC INCOME	$4,227,050	$5,527,050	$6,439,485	$2,212,435	52%
49 - TRANSFERS IN	$11,640,899	$11,649,899	$11,456,687	($190,212)	(2%)
REVENUES TOTAL	**$223,970,108**	**$225,360,733**	**$235,748,161**	**$11,778,053**	**5%**
Expenses					
10 - NON-DEPARTMENTAL	$28,370,484	$44,228,237	$25,192,062	($3,178,422)	(11%)
11 - CITY COUNCIL	$811,586	$811,586	$858,218	$46,632	6%
12 - BILLING & LICENSING	$1,515,305	$1,515,305	$1,523,123	$7,818	1%
13 - CITY CLERK	$683,443	$683,443	$703,788	$20,345	3%
14 - CITY MANAGER'S OFFICE	$3,168,304	$3,423,754	$4,391,953	$1,223,649	39%

What's Next

UPCOMING MEETINGS:

May 14	Finance and Governance Committee Meeting
June 4	City Council Public Hearing on FY 2024-25 Operating Budget
June 18	City Council Proposed Adoption of the FY 2024-25 Operating Budget and Capital Improvement Budget

CITY OF OXNARD CALIFORNIA

END OF PRESENTATION

FY 2024-25 PROPOSED ANNUAL BUDGET

ADDITIONAL INFORMATION

City Council
June 4, 2024

Mark Sewell, Assistant Chief Financial Officer

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council and Housing Authority Board conduct a public hearing on the Fiscal Year (FY) 2024-25 Proposed Budget on June 4, 2024, for the City of Oxnard and Oxnard Housing Authority and provide staff direction regarding any adjustments to the Proposed Budget, in preparation for final budget adoption on June 18, 2024.

FINANCE AND GOVERNANCE COMMITTEE OUTCOME

At it's May 14, 2024 meeting, the Finance and Governance Committee voted unanimously 3-0 to recommend that the City Council and Housing Authority Board conduct a public hearing on the Fiscal Year (FY) 2024-25 Proposed Budget on June 4, 2024.

Note: This Presentation matches to the numbers published in the Proposed Budget Document for Finance and Governance Committee and excludes items listed in the Staff Report as "Modifications Since Finance and Governance Committee".

Key Terms

- **Adopted Budget**
  - The Revenue and Expenditures approved by City Council at their budget adoption meeting in June for the following fiscal year starting July 1.
- **Revised Budget**
  - The Adopted budget plus City Council approved amendments during the fiscal year and any administrative adjustments for the carryover of unspent budget from prior years.
  - Resolutions included with the Budget item include the details of what type of expenditures are eligible for carryover, and include unspent CIP project balances and Multi-year project unspent balances.
- **Proposed Budget**
  - The Revenue and Expenditures recommended by the City Manager to City Council for budget adoption at their meeting in June for the following fiscal year starting July 1.
- **Spendable Fund Balance**
  - The amount of money held in a fund that is available to be committed to a new expenditure. = Council Reserve + surplus or(deficit).

FY 2024-25 Proposed Budget – All Funds

FUND NAME	FY 2023-24 ADOPTED BUDGET $000's	FY 2024-25 PROPOSED BUDGET $000's	CHANGE $000's	CHANGE %
GENERAL FUND	224,989	255,748	30,759	14%
MEASURE O	24,341	22,618	(1,723)	-7%
ENTERPRISE FUNDS*	189,166	249,837	60,671	32%
INTERNAL SERVICE FUNDS	51,148	60,496	9,348	18%
SPECIAL DISTRICTS	17,418	20,095	2,677	15%
SPECIAL REVENUE FUNDS*	61,374	152,860	91,486	149%
TOTAL OPERATING FUNDS	**568,436**	**761,655**	**193,219**	**34%**
CAPITAL OUTLAY FUND*	32,770	132,565	99,794	305%
WATER CAPITAL	0	10,400	10,400	NA
WASTEWATER CAPITAL*	13,900	56,340	42,440	305%
ENV RES CAPITAL	0	200	200	NA
GOLF CAPITAL	0	1,350	1,350	NA
TOTAL CAPITAL FUNDS	**46,670**	**200,855**	**154,184**	**330%**
TOTAL CITY APPROPRIATIONS	**615,106**	**962,509**	**347,403**	**56%**
NON CITY HOUSING	38,201	42,220	4,020	11%
GRAND TOTAL	**653,307**	**1,004,730**	**351,423**	**54%**

*Two large external revenues, and their transfer to Capital Funds account for the majority of the $351m increase

Note, Special Districts Budget is Draft and will be updated for Council meetings in June

FY 2024-25 Proposed Budget – Grant Revenue

GRANT SOURCE	FY 2023-24 ADOPTED BUDGET $000's	FY 2024-25 PROPOSED BUDGET $000's	CHANGE $000's	CHANGE %
FEDERAL GRANTS	8,741	11,938	3,197	37%
STATE GRANTS	0	98,050	98,050	NA
CDBG GRANT	2,214	2,214	0	0%
OTHER	463	570	108	23%
GRAND TOTAL	**11,417**	**112,772**	**101,355**	**888%**

The FY 2024-25 Proposed Budget includes $112.8 million in new grant funding for various operational and capital projects across many functional areas. This is a significant increase on prior years primarily due to a state grant for the Rice Avenue & Fifth Street Railroad Grade Separation project of $95.9 million.

FY 2024-25 Proposed Budget – General Fund Revenues

GENERAL FUND $ 000's	FY 2023-24 ADOPTED BUDGET	FY 2023-24 REVISED BUDGET	FY 2024-25 PROPOSED BUDGET	$ CHANGE	% CHANGE
PROPERTY TAX	69,483	69,483	72,772	3,288	4.7%
SALES AND USE TAX	109,062	109,062	113,602	4,540	4.2%
TRANSIENT OCCUPANCY TAX	5,460	5,460	5,810	350	6.4%
FRANCHISE TAX	4,787	4,787	4,768	(19)	(0.4%)
BUSINESS LICENSE TAX	6,500	6,500	6,970	470	7.2%
CANNABIS TAX	320	320	1,100	780	243.8%
SUBTOTAL GENERAL TAXES	**195,612**	**195,612**	**205,022**	**9,409**	**4.8%**
LICENSES AND PERMITS	2,437	2,437	2,655	218	8.9%
SPECIAL REVENUES	2,427	2,518	2,566	139	5.7%
FEES AND CHARGES	7,361	7,361	7,348	(13)	(0.2%)
RECREATION REVENUES	255	255	262	7	2.5%
MISC INCOME	4,227	5,527	6,439	2,212	52.3%
TRANSFERS IN	11,650	11,650	11,457	(193)	(1.7%)
SUBTOTAL OTHER REVENUE	**28,358**	**29,748**	**30,726**	**2,369**	**8.4%**
TOTAL REVENUE	**223,970**	**225,361**	**235,748**	**11,778**	**5.3%**

Change columns compare the FY 2024-25 Proposed Budget to the FY 2023-24 Adopted Budget

FY 2024-25 Proposed Budget – General Fund Expenditures

GENERAL FUND $ 000's	FY 2023-24 ADOPTED BUDGET	FY 2023-24 REVISED BUDGET	FY 2024-25 PROPOSED BUDGET	$ CHANGE	% CHANGE
NON-DEPARTMENTAL	28,370	44,228	45,200	16,829	59.3%
CITY COUNCIL	812	812	858	47	5.7%
BILLING & LICENSING	1,515	1,515	1,523	8	0.5%
CITY CLERK	683	683	704	20	3.0%
CITY MANAGER'S OFFICE	3,168	3,424	4,392	1,224	38.6%
CITY ATTORNEY'S OFFICE	2,840	2,840	2,896	56	2.0%
FINANCE DEPARTMENT	7,227	7,286	7,110	(117)	(1.6%)
HUMAN RESOURCES DEPT	4,086	4,036	4,071	(15)	(0.4%)
POLICE DEPARTMENT	80,325	80,415	85,468	5,143	6.4%
FIRE DEPARTMENT	33,378	34,202	36,981	3,602	10.8%
PUBLIC WORKS DEPARTMENT	27,504	30,246	30,379	2,875	10.5%
COMMUNITY DEVELOPMENT DEPT	16,080	16,730	15,192	(889)	(5.5%)
CULTURAL & COMMUNITY SVS	14,537	14,572	16,474	1,937	13.3%
HOUSING DEPARTMENT	4,463	4,450	4,501	38	0.8%
TOTAL EXPENDITURES	**224,989**	**245,440**	**255,748**	**30,759**	**13.7%**
PAY DOWN LONG TERM PENSION DEBT	0	0	20,000	20,000	
TOTAL EXPENDITURES (UNDERLYING)	**224,989**	**245,440**	**235,748**	**10,759**	**4.8%**
TFR TO CAPITAL	11,050	25,202	11,000	(50)	(0.5%)
TOTAL OPERATING EXPENDITURES	**213,939**	**220,238**	**224,748**	**10,809**	**5.1%**

Change columns compare the FY 2024-25 Proposed Budget to the FY 2023-24 Adopted Budget

FY 2024-25 Proposed Budget – General Fund Balance

FUND BALANCE INFORMATION $ 000's	FY 2023-24 ADOPTED BUDGET	FY 2024-25 PROPOSED BUDGET
BEGINNING RESERVE 13.0%	27,812	27,812
INCREASE RESERVE TO TARGET 16.6%	0	9,455
BEGINNING RESERVE	27,812	37,267
BEGINNING SURPLUS	22,988	25,514
BEGINNING SPENDABLE FUND BAL	**50,800**	**62,781**
BUDGETED REVENUE	223,970	235,748
BUDGETED EXPENDITURE	224,989	255,748
NET BUDGETED SURPLUS / (DEFICIT) IN YR	**(1,019)**	**(20,000)**
ANTICIPATED VARIANCE FY 2023-24	13,000	0
ANTICPATED ADD TO FUND BALANCE	**11,981**	**(20,000)**
ESTIMATED ENDING RESERVE	27,812	37,267
ESTIMATED ENDING SURPLUS	34,969	5,514
ESTIMATED ENDING SPENDABLE FUND BAL	**62,781**	**42,781**
FUND BALANCE AS % OF OPERATING EXP.	**29.3%**	**17.5%**

FY 2024-25 Proposed Budget – Measure O ½ Cent Sales Tax Fund

MEASURE O $ 000's	FY 2023-24 ADOPTED BUDGET	FY 2023-24 REVISED BUDGET	FY 2024-25 PROPOSED BUDGET	$ CHANGE	% CHANGE
REVENUES					
SALES AND USE TAX	19,459	19,459	19,282	(177)	(0.9%)
GENERAL FUND LOAN PAYMENT	1,876	1,876	0	(1,876)	(100.0%)
INTEREST INCOME	93	39	458	365	390.5%
TOTAL REVENUE	**21,428**	**21,374**	**19,740**	**(1,688)**	**(7.9%)**
EXPENDITURES BY CATEGORY					
PUBLIC SAFETY AND GANG PREVENTION	2,729	3,765	1,765	(965)	(35.3%)
TRAFFIC AND ROAD IMPROVEMENTS	14,967	17,145	12,682	(2,285)	(15.3%)
RECREATION, PARKS AND OPEN SPACES	3,687	4,351	4,977	1,289	35.0%
OTHER COMMUNITY PROJECTS	2,957	5,382	3,445	488	16.5%
TOTAL EXPENDITURES	**24,341**	**30,643**	**22,868**	**(1,473)**	**(6.0%)**
TFR TO CAPITAL	12,750	20,277	14,251	1,501	11.8%
TOTAL OPERATING EXPENDITURES	**11,591**	**10,366**	**8,617**	**(2,974)**	**(25.7%)**
NET ACTIVITY	**(2,913)**	**(9,269)**	**(3,129)**	**(216)**	

FY 2024-25 Proposed Budget – Measure O ½ Cent Sales Tax Fund Balance

FUND BALANCE INFORMATION	FY 2023-24 ADOPTED BUDGET	FY 2024-25 PROPOSED BUDGET
BEGINNING SPENDABLE FUND BAL	**17,496**	**14,583**
BUDGETED REVENUE	21,428	19,740
BUDGETED EXPENDITURE	24,341	22,868
NET	**(2,913)**	**(3,129)**
ANTICIPATED VARIANCE FY 2023-24	0	0
ANTICPATED ADD TO FUND BALANCE	**(2,913)**	**(3,129)**
ESTIMATED ENDING SURPLUS / (DEFICIT)	14,583	11,454
ESTIMATED ENDING SPENDABLE FUND BAL	**14,583**	**11,454**
FUND BALANCE AS % OF OPERATING EXP.	**125.8%**	**90.3%**

FY 2024-25 Proposed Budget – Water Funds Revenue and Expenses

WATER FUNDS $000's	FY 2023-24 ADOPTED BUDGET	FY 2023-24 REVISED BUDGET	FY 2024-25 PROPOSED BUDGET	$ CHANGE	% CHANGE
REVENUES					
43 - FEES AND CHARGES	497	497	688	191	38.4%
45 - UTILITY FEES	66,677	66,677	65,946	(731)	(1.1%)
47 - MISC INCOME	2,448	3,798	3,980	1,532	62.6%
48 - GRANT REVENUES	0	0	500	500	na
49 - TRANSFERS IN	292	46,525	239	(53)	(18.1%)
TOTAL REVENUES	**69,914**	**117,497**	**71,354**	**1,440**	**2.1%**
50 - SALARIES & WAGES	6,892	6,892	7,521	629	9.1%
51 - EMPL BENEFITS	4,239	4,239	4,345	106	2.5%
52 - SUPPLIES	3,313	3,592	3,335	22	0.7%
53 - SERVICES	5,365	32,662	6,033	668	12.5%
54 - UTILITY & ENERGY	29,132	29,132	29,137	5	0.0%
55 - MAINTENANCE	225	225	225	0	0.0%
56 - CAPITAL EXPENDITURE	910	11,253	85	(825)	(90.7%)
57 - FINANCING	14,960	17,001	15,143	183	1.2%
59 - TRANSFERS OUT	4,814	52,212	16,159	11,345	235.7%
TOTAL EXPENSES	**69,850**	**157,208**	**81,983**	**12,133**	**17.4%**
NET SURPLUS / (DEFICIT)	**64**	**(39,710)**	**(10,629)**	**(10,693)**	

Change columns compare the FY 2024-25 Proposed Budget to the FY 2023-24 Adopted Budget

FY 2024-25 Proposed Budget – Water Funds – Fund Balance

FUND BALANCE INFORMATION	FY 2023-24 ADOPTED BUDGET	FY 2024-25 PROPOSED BUDGET
BEGINNING RESERVE 25.0%	16,776	16,776
INCREASE RESERVE TO TARGET	0	578
BEGINNING RESERVE	16,776	17,354
BEGINNING SURPLUS	8,676	11,100
BEGINNING SPENDABLE FUND BALANCE	**25,452**	**28,454**
BUDGETED REVENUE	69,914	71,354
BUDGETED EXPENDITURE	69,850	81,983
NET BUDGETED SURPLUS / (DEFICIT) IN YR	**+64**	**(10,629)**
ANTICIPATED VARIANCE FY 2023-24	2,937	0
IMPACT TO FUND BALANCE	**+3,002**	**(10,629)**
ESTIMATED ENDING RESERVE	16,776	17,354
ESTIMATED ENDING SURPLUS / (DEFICIT)	11,678	471
ESTIMATED ENDING SPENDABLE FUND BAL	**28,454**	**17,825**
FUND BALANCE AS % OF OPERATING EXP.	**42.4%**	**27.7%**

FY 2024-25 Proposed Budget – Wastewater Funds Revenue and Expenses

WASTEWATER FUNDS $000's	FY 2023-24 ADOPTED BUDGET	FY 2023-24 REVISED BUDGET	FY 2024-25 PROPOSED BUDGET	$ CHANGE	% CHANGE
REVENUES					
43 - FEES AND CHARGES	439	439	425	(14)	(3.2%)
45 - UTILITY FEES	46,582	46,582	45,122	(1,460)	(3.1%)
47 - MISC INCOME	549	64,732	2,040	1,491	271.5%
49 - TRANSFERS IN	2,847	106,015	48,000	45,153	1586.0%
TOTAL REVENUES	**50,417**	**217,768**	**95,587**	**45,169**	**89.6%**
50 - SALARIES & WAGES	7,853	7,853	8,390	537	6.8%
51 - EMPL BENEFITS	4,780	4,780	4,753	(27)	(0.6%)
52 - SUPPLIES	3,480	3,751	3,650	170	4.9%
53 - SERVICES	20,232	97,405	5,293	(14,939)	(73.8%)
54 - UTILITY & ENERGY	3,622	3,781	3,608	(14)	(0.4%)
55 - MAINTENANCE	270	303	90	(180)	(66.7%)
56 - CAPITAL EXPENDITURE	1,783	7,069	58,370	56,588	3174.6%
57 - FINANCING	9,996	11,566	10,226	231	2.3%
59 - TRANSFERS OUT	3,404	110,426	3,689	285	8.4%
TOTAL EXPENSES	**55,419**	**246,935**	**98,069**	**42,650**	**77.0%**
NET SURPLUS / (DEFICIT)	**(5,002)**	**(29,167)**	**(2,483)**	**2,519**	

Change columns compare the FY 2024-25 Proposed Budget to the FY 2023-24 Adopted Budget

FY 2024-25 Proposed Budget – Wastewater Funds – Fund Balance

FUND BALANCE INFORMATION $ 000's	FY 2023-24 ADOPTED BUDGET	FY 2024-25 PROPOSED BUDGET
BEGINNING RESERVE 25.0%	10,081	10,081
INCREASE RESERVE TO TARGET	0	578
BEGINNING RESERVE	10,081	10,659
BEGINNING SURPLUS	51,424	47,833
BEGINNING SPENDABLE FUND BALANCE	**61,505**	**58,492**
BUDGETED REVENUE	50,417	95,587
BUDGETED EXPENDITURE	55,419	98,069
NET BUDGETED SURPLUS (DEFICIT) IN YR	**(5,002)**	**(2,483)**
ANTICIPATED VARIANCE FY 2023-24	1,988	0
IMPACT TO FUND BALANCE	**(3,013)**	**(2,483)**
ESTIMATED ENDING RESERVE	10,081	10,659
ESTIMATED ENDING SURPLUS / (DEFICIT)	48,411	45,350
ESTIMATED ENDING SPENDABLE FUND BAL	**58,492**	**56,009**
FUND BALANCE AS % OF OPERATING EXP.	**151.9%**	**145.1%**

FY 2024-25 Proposed Budget – Environmental Resources Funds – Revenue and Expenses

ENVIRONMENTAL RESOURCES FUNDS $000's	FY 2023-24 ADOPTED BUDGET	FY 2023-24 REVISED BUDGET	FY 2024-25 PROPOSED BUDGET	$ CHANGE	% CHANGE
REVENUES					
43 - FEES AND CHARGES	265	265	265	0	0.0%
45 - UTILITY FEES	46,111	46,111	58,394	12,283	26.6%
47 - MISC INCOME	148	148	521	373	252.6%
48 - GRANT REVENUES	0	48	0	0	na
49 - TRANSFERS IN	2,614	7,600	0	(2,614)	(100.0%)
TOTAL REVENUES	**49,138**	**54,171**	**59,179**	**10,042**	**20.4%**
50 - SALARIES & WAGES	14,150	14,274	16,770	2,620	18.5%
51 - EMPL BENEFITS	9,511	9,573	9,302	(209)	(2.2%)
52 - SUPPLIES	1,716	1,964	2,011	296	17.2%
53 - SERVICES	2,194	6,245	2,596	402	18.3%
54 - UTILITY & ENERGY	16,328	16,098	14,983	(1,345)	(8.2%)
55 - MAINTENANCE	350	350	400	50	14.3%
56 - CAPITAL EXPENDITURE	515	824	3,017	2,502	485.8%
57 - FINANCING	3,623	4,009	3,435	(188)	(5.2%)
59 - TRANSFERS OUT	9,734	14,813	10,547	813	8.4%
TOTAL EXPENSES	**58,120**	**68,150**	**63,060**	**4,941**	**8.5%**
NET SURPLUS / (DEFICIT)	**(8,982)**	**(13,979)**	**(3,881)**	**5,101**	

Change columns compare the FY 2024-25 Proposed Budget to the FY 2023-24 Adopted Budget

FY 2024-25 Proposed Budget – Environmental Resources Funds – Fund Balance

FUND BALANCE INFORMATION $ 000's	FY 2023-24 ADOPTED BUDGET	FY 2024-25 PROPOSED BUDGET
BEGINNING RESERVE 25.0%	14,382	14,382
INCREASE RESERVE TO TARGET	0	578
BEGINNING RESERVE	14,382	14,959
BEGINNING SURPLUS	6,722	(837)
BEGINNING SPENDABLE FUND BALANCE	**21,104**	**14,122**
BUDGETED REVENUE	49,138	59,179
BUDGETED EXPENDITURE	58,120	63,060
NET BUDGETED SURPLUS / (DEFICIT) IN YR	**(8,982)**	**(3,881)**
ANTICIPATED VARIANCE FY 2023-24	2,000	0
IMPACT TO FUND BALANCE	**(6,982)**	**(3,881)**
ESTIMATED ENDING RESERVE	14,382	14,959
ESTIMATED ENDING SURPLUS / (DEFICIT)	(260)	(4,718)
ESTIMATED ENDING SPENDABLE FUND BAL	**14,122**	**10,241**
FUND BALANCE AS % OF OPERATING EXP.	**24.7%**	**18.0%**

FY 2024-25 Proposed Budget – Golf Funds – Revenue and Expenses

GOLF FUNDS $000's	FY 2023-24 ADOPTED BUDGET	FY 2023-24 REVISED BUDGET	FY 2024-25 PROPOSED BUDGET	$ CHANGE	% CHANGE
REVENUES					
44 - RECREATION REVENUES	6,146	7,078	6,146	0	0.0%
47 - MISC INCOME	265	265	423	157	59.4%
49 - TRANSFERS IN	0	1,189	0	0	na
TOTAL REVENUES	**6,412**	**8,532**	**6,569**	**157**	**2.5%**
50 - SALARIES & WAGES	26	26	27	1	2.5%
51 - EMPL BENEFITS	11	11	10	(0)	(4.5%)
52 - SUPPLIES	348	348	348	0	0.0%
53 - SERVICES	4,184	5,725	4,184	0	0.0%
54 - UTILITY & ENERGY	701	701	701	0	0.0%
55 - MAINTENANCE	35	33	35	0	0.0%
56 - CAPITAL EXPENDITURE	100	584	100	0	0.0%
57 - FINANCING	184	186	184	0	0.0%
58 - INSURANCE	126	126	126	0	0.0%
59 - TRANSFERS OUT	62	746	1,510	1,448	2328.8%
TOTAL EXPENSES	**5,777**	**8,486**	**7,225**	**1,448**	**25.1%**
NET SUPRLUS / (DEFICIT)	**635**	**46**	**(656)**	**(1,291)**	

Change columns compare the FY 2024-25 Proposed Budget to the FY 2023-24 Adopted Budget

FY 2024-25 Proposed Budget – Golf Funds – Fund Balance

FUND BALANCE INFORMATION $ 000's	FY 2023-24 ADOPTED BUDGET	FY 2024-25 PROPOSED BUDGET
BEGINNING RESERVE 25.0%	1,444	1,444
INCREASE RESERVE TO TARGET	0	578
BEGINNING RESERVE	1,444	2,022
BEGINNING SURPLUS	3,680	3,737
BEGINNING SPENDABLE FUND BALANCE	**5,124**	**5,759**
BUDGETED REVENUE	6,412	6,569
BUDGETED EXPENDITURE	5,777	7,225
NET BUDGETED SURPLUS (DEFICIT) IN YR	**+635**	**(656)**
ANTICIPATED VARIANCE FY 2023-24	0	0
IMPACT TO FUND BALANCE	**+635**	**(656)**
ESTIMATED ENDING RESERVE	1,444	2,022
ESTIMATED ENDING SURPLUS / (DEFICIT)	4,315	3,081
ESTIMATED ENDING SPENDABLE FUND BAL	**5,759**	**5,103**
FUND BALANCE AS % OF OPERATING EXP.	**101.4%**	**71.6%**

RECOMMENDATION

That the City Council and Housing Authority Board conduct a public hearing on the Fiscal Year (FY) 2024-25 Proposed Budget on June 4, 2024, for the City of Oxnard and Oxnard Housing Authority and provide staff direction regarding any adjustments to the Proposed Budget, in preparation for final budget adoption on June 18, 2024.

Thank You

CITY OF
OXNARD
CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.1

DATE: June 4, 2024

TO: City Council

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

SUBJECT: Public Project Agreement 32400521 with Toro Enterprises, Inc., for Safe Routes to School Safety and Enhancements, Specification No. PW 22-87, Caltrans Project No. ATPSB1L-5129(102). (10 minutes)

RECOMMENDATION

That the City Council approve and authorize:

1. A total of $4,309,735 in Project funds for Safe Routes to School Safety and Enhancements, Specification No. PW 22-87, Caltrans Project No. ATPSB1L-5129(102);

2. The Mayor to Execute an Agreement with Toro Enterprises, Inc., in the amount of $3,591,447 with a contingency amount of $359,144 (10%) for a total not to exceed contract amount of $3,950,591 for the Project;

3. A Project allocation amount of $359,144 (10%) for engineering, inspection, survey and project management for the Project;

4. A total amount of new project budget appropriations of $1,762,810 consisting of $613,000 from the Air Pollution Buydown Fee Fund (Fund 360 Subfund 7010) available fund balance, $855,000 from the Mobility Fee Fund (Fund 350 Subfund 8055) available fund balance, and $294,810 from the General Fund (101) available fund balance for the Safe Routes to School Project (C2212) as well as the corresponding Capital Outlay Fund (301) appropriation increase in the same amounts; and

5. A total amount of budget appropriation transfers of $1,066,925 from the General Fund (101) consisting of $292,761 in the Ventura Boulevard Sidewalk Project (C1305); $293,509 in the La Colonia Green Alleys Project (C1802); $30,655 in the South Oxnard Center Roof Replacement Project (C2010); $100,000 in the Storm Water Catch Basins Project (C2214); and $350,000 from the available FY 2023-24 Public Works Operating Budget to the Safe Routes to School Project (C2212), as well as the corresponding Capital Outlay Fund (301) appropriation transfers in the same amounts.

(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/bQMDT5A3jQY

BACKGROUND

The City was successful in receiving an Active Transportation Program (ATP) grant from the California Transportation Commission (CTC) by way of the Ventura County Transportation Commission (VCTC) for the Safe Routes to School Safety and Enhancements Project (Project). This grant is administered by the California Department of Transportation (Caltrans).

The Project includes two components: Infrastructure and Non-infrastructure. Staff is requesting an award for the infrastructure component, which includes constructing pedestrian and bicycle safety enhancements for five (5) schools: Curren Elementary, Fremont Middle, Harrington Elementary, Kamala Elementary, and Lemonwood Elementary. The Project improves visibility at pedestrian crossings by enhancing intersection geometry to improve sight distance for motorists and pedestrians, completes missing or inaccessible curb ramps, and installs traffic signs and pavement markings.

The non-infrastructure component is a multi-year Citywide program scheduled to be completed in spring 2025. The Project team has been in communication with school principals, teachers and school volunteers to analyze the existing conditions of the routes used by students and their parents. The team conducted walking audits and observed the challenges encountered during arrival and dismissal times. Through these observations, the team is developing Safe Routes to School route maps which will be distributed to students and parents as early as the 2024-2025 school year. Infrastructure, programmatic, and operation recommendations are also being developed while education and engagement events are held, such as school assemblies, walk and roll to school events and safe routes art competitions.

CIP Reference

Project No. **C2212/223109** – Safe Routes to School PW 22-87 - CIP 2022-2027 - Adopted May 3, 2022 – Page 71.

DISCUSSION

The Project consists of furnishing all labor, tools, materials, equipment, work signs, cones and/or traffic control equipment and incidentals to improve pedestrian and bicycle safety at the five (5) schools listed above, located within the City of Oxnard, by enhancing crossing improvements through installing curb return and ramp reconstruction, milling and paving, traffic signing and striping improvements.

The work is tentatively scheduled to begin in July 2024 and continue into September 2024 (60 working days) absent any delays for supply chain issues, unforeseen site conditions or weather. Staff will work closely with each school's administrative staff, their respective Neighborhood Councils and with those residents directly impacted by the work to keep them informed as to the Project schedule. General project information will also be disseminated to keep the public informed.

The notice inviting formal bids (NIFB) on the Project was published on March 7, 2024, and all bids were due and opened on April 9, 2024. The City received the following bids:

Toro Enterprises, Inc: $ 3,591,447.00
C.A. Rasmussen, Inc: $ 3,853,158.40

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

In addition to the project award amount of $3,591,447, Staff recommends authorizing $718,288 for the Project, which includes $359,144 for project contingency (10% of the contract costs) and $359,144 for the cost of engineering services and City staff (10% of the contract cost). Engineering services include the following activities during construction: engineering, inspection, survey and project management. These recommendations bring the total estimated cost of the project to $4,309,735.

The Project has an available budget of $1,480,000 from the ATP grant. The grant was applied for in 2020 and approved by the State in 2021, with Project design beginning in 2022. When the grant application was submitted in 2020 it included an assumption of construction costs based upon 2020 prices. Since then and according to the California Construction Cost Index (https://www.dgs.ca.gov.) costs have increased by an annual average of 8.725% over the last four (4) years. Due to

these sharp inflationary increases, additional funds are being requested to award this Project.

To allow this project to move forward to construction and not return the grant funding, staff recommends appropriations from the Mobility Fee Fund (Fund 350 Subfund 8055) and the Air Pollution Buydown Fees Fund (Fund 360 Subfund 7010), which can be used to construct bicycle and pedestrian projects. The City currently has projects in design that could utilize these funds including Class III bike routes in the Northeast Community, Class II bike lanes along Oxnard Boulevard, and 4th Street Mobility Improvements, however, these projects have no budgetary need at this time. Therefore, Staff recommends an appropriation of $855,000 from Mobility Fee Fund (Fund 350 Subfund 8055) and $613,000 from Air Pollution Buydown Fees Fund (Fund 360 Subfund 7010) to the Project. Staff is also recommending to appropriate $294,810 of General Fund (101), and transfer $1,066,925 of General Fund (101) from Public Works capital savings from projects identified in the Financial Impact table.

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 shall not exceed $4,309,735, which includes the construction agreement, contingency and project allocation. The Safe Routes to School Project No. C2212 has an available project budget balance of $1,480,000 from the State Grant Fund (210). Staff is requesting a total of $1,762,810 in new project budget appropriations from available fund balances to this Project as noted in the table below. Additionally, staff is requesting a total of $1,066,925 in budget appropriation transfers from the available budgets in the General Fund (101) to this Project as noted in the table below. These transfers are from capital projects already completed and/or funded via other funding sources (e.g. ARPA). These new appropriations and budget transfers will total $4,309,735 to fund this Project.

Safe Routes to School - Project C2212				
FUND	**AVAILABLE BUDGET BALANCE**	**PROPOSED NEW BUDGET APPROPRIATIONS**	**PROPOSED BUDGET TRANSFERS**	**NEW TOTAL BUDGET**
State Grant (210) in Project C2212	$1,480,000	$0	$0	$1,480,000
Mobility Fee (350-8055)	$0	$855,000	$0	$855,000
Air Pollution Buydown Fee (360-7010)	$0	$613,000	$0	$613,000
General Fund (101)	$0	$294,810	$0	$294,810
GF (101) Ventura Boulevard Sidewalk Project (C1305)	$0	$0	$292,761	$292,761
GF (101) La Colonia Green Alleys Project (C1802)	$0	$0	$293,509	$293,509
GF (101) Oxnard Center Roof Replacement Project (C2010)	$0	$0	$30,655	$30,655

GF (101) Stormwater Catch Basins Project (C2214)	$0	$0	$100,000	$100,000
GF (101) FY 23-24 Public Works Operating Budget (1013101-53200)	$0	$0	$350,000	$350,000
TOTAL	**$1,480,000**	**$1,762,810**	**$1,066,925**	**$4,309,735**

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 the City Council previously approved.

Prepared by: Morgan Kessler, City Engineer, Debbie O'Leary, Transportation Planner

ATTACHMENTS

1. Agreement 32400521 - Toro Ent. - PW 22-87
2. Presentation

CONSTRUCTION CONTRACT FOR
SAFE ROUTES TO SCHOOL SAFETY AND ENHANCEMENTS
SPECIFICATION NO. : PW 22-87
STATE PROJECT NO. ATPSB1L-5129(102)

BY AND BETWEEN
THE CITY OF OXNARD
AND TORO ENTERPRISES, INC.

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered this 04 day of June, 2024 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and TORO ENTERPRISES, INC. ("Contractor"). Contractor's license number is 710580. The City and Contractor are sometimes hereinafter referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, the City requires construction of the SAFE ROUTES TO SCHOOL SAFETY AND ENHANCEMENTS as more fully described in the solicitation issued by the City for SPECIFICATION NO. PW 22-87 CALTRANS PROJECT NO. ATPSB1L-5129(102) (the "Project"); and

WHEREAS, on March 07, 2024, the City issued a Notice Inviting Bids and Contract Documents to prospective bidders for the Project. In response, Contractor 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 June 04, 2024, the Oxnard City Council duly accepted Contractor's Bid Proposal 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. Contract and its attached Exhibits, subject to the limitations in Sections 10 ("Prevailing Wage") and 24 ("Ambiguities") 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. Bid Addenda issued by the City;
4. Notice Inviting Bids and Instructions to Bidders;
5. Specifications
6. Special Provisions
7. Appendices
8. Plans
9. Bid Forms and attachment thereto;
10. Performance Bond;
11. 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 Public Works Director 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.

   1. "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 License 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 THREE MILLION FIVE HUNDRED NINETY ONE THOUSAND FOUR HUNDRED FORTY SEVEN DOLLARS, ($3,591,447) (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 sixty Working Days (60) 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.

1. 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.
2. 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 dollars ($375,000) or less filed by a Contractor or Subcontractor (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.

1. 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.
2. Any Public Works Claims not resolved by the Section 20104.2 procedures (and/or any tort claims) shall be subject to the provisions of 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:

1. Each Party shall designate a senior management or executive level representative to negotiate any dispute.
2. The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
3. 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.

4. 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.
5. The provisions of the Government Claims Act (Government Code section 810 et seq.) are also required prior to initiating suit against 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 25 ("NOTICES") 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 10 and the provisions of Exhibit "A", the terms of this Section 10 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 10.

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 (10) Calendar Days in which to comply with the requirements of this Section. If Contractor or Subcontractor fails to do so within the ten (10) Calendar Day period, Contractor or Subcontractor will forfeit a penalty of one hundred dollars ($100.00) per Calendar Day, or portion of a Calendar 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 eight (8) hours in any one calendar day and forty (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 three thousand five hundred dollars ($3,500) per day for each Calendar 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 INS-G attached as Exhibit B to 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 his or her designee, and, 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.

D. Records and supporting documents pertaining to the use of funds paid to Contractor hereunder shall be retained by Contractor and made available to the Project Manager for purposes of performing an audit for a period of five (5) years from the termination of this Contract.

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: Public Works Department, 305 W. Third Street, East Wing, Third Floor, Oxnard, CA 93030

   TO CONTRACTOR: Toro Enterprises, Inc., 2101 E. Ventura Blvd., Oxnard, CA 93036

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 Bond (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 (a) the expiration of the one-year guarantee period; or (b) 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, whether 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

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

ATTEST:

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

APPROVED AS TO FORM:

Stephen Fischer City Attorney Date

TORO ENTERPRISES, INC.

Sean Castillo, President Date

Jerry Hannigan, Secretary 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.

[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;
- 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: Contractors Bid Proposal.

Exhibit B: Form INS-G: Insurance Requirements.

Bonds

The corresponding exhibits and forms contained within follow.

EXHIBIT A

CONTRACTOR'S BID PROPOSAL

CITY OF OXNARD

BID SHEETS FOR SAFE ROUTES TO SCHOOL SAFETY AND ENHANCEMENTS
SPECIFICATION NO. PW 22-87
CALTRANS PROJECT NO. ATPSB1L-5129(102)

Bidder's Name: TORO ENTERPRISES,INC.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer at the following prices:

ITEM NO.	DESCRIPTION	PAYMENT REFER-ENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/-$)	EXTENDED AMOUNT
1	Mobilization and demobilization (5% maximum of Total Bid Price)	1001-3	LS	1	$ 133,000.-	$ 133,000.—
2	Traffic Control and Public Convenience and Safety	1505-3	LS	1	$ 481,000.-	$ 481,000.—
3	Clearing and Grubbing	1003-4	LS	1	$ 22,000.-	$ 22,000.—
4	Temporary Stormwater Pollution Control	1004-4	LS	1	$ 18,000.—	$ 18,000.—
5	Adjust to Grade Water Valve Cover	1185-4	EA	41	$ 2,000.-	$ 82,000.—
6	Adjust to Grade Water Meter Cover	1185-4	EA	1	$ 500.—	$ 500.—
7	Adjust to Grade Manhole Cover	1185-4	EA	8	$ 2,300.-	$ 18,400.—
8	Adjust to Grade Survey Monument Cover	1185-4	EA	10	$ 4,000.-	$ 40,000.—
9	Preserve Survey Monument	1002-4	EA	39	$ 900.—	$ 35,100.—
10	Adjust to Grade Fire Hydrant	1002-4	EA	4	$ 10,650.-	$ 42,600.—

ITEM NO.	DESCRIPTION	PAYMENT REFER-ENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/-$)	EXTENDED AMOUNT
11	Relocate Fire Hydrant	1002-4	EA	2	$ 39,200.-	$ 78,400.—
12	Relocate Rectangular Rapid Flashing Beacon	1520-5	EA	4	$10,000.—	$ 40,000.—
13	Replace Fence	3000-4	LF	170	$ 186.—	$ 31,620.—
14	Replace Walk Gate	3000-4	EA	1	$ 4,300.—	$ 4,300.—
15	Remove Tree	1003-4	EA	2	$ 2,500.—	$ 5,000.—
16	Remove Concrete Facility	1903-3	SF	30,060	$ 6.40	$ 192,384.—
17	Remove Asphalt Concrete Facility	1903-3	SF	37,920	$ 8.—	$ 303,360.—
18	1.5" Cold Mill AC Pavement	1110-3	SY	4,910	$ 19.50	$ 95,745.—
19	2" Cold Mill AC Pavement	1110-3	SY	150	$ 178.—	$ 26,700.—
20	Asphalt Concrete	1150-10	TN	2,110	$ 328.—	$ 692,080.—
21	Crushed Miscellaneous Base	1130-4	CY	180	$ 330.—	$ 59,400.—
22	Concrete Floating Island	1174-6	SF	1,860	$ 67.—	$ 124,620.—
23	Concrete Sidewalk	1174-6	SF	9,890	$ 11.75.	$ 116,207.50
24	Concrete Curb Ramp	1174-6	SF	9,190	$ 15.15	$ 139,228.50
25	Concrete Curb (Type A1-8)	1174-6	LF	120	$ 65.—	$ 7,800.—
26	Concrete Curb and Gutter	1174-6	LF	770	$ 99.—	$ 76,230.—
27	Concrete Cross Gutter	1174-6	SF	14,140	$ 21.85	$ 308,959.—
28	Detectable Warning Surface	1174-6	SF	1,110	$ 50.—	$ 55,500.—

ITEM NO.	DESCRIPTION	PAYMENT REFER-ENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/-$)	EXTENDED AMOUNT
29	Rectangular Rapid Flashing Beacon	1520-5	EA	6	$24,400.-	$ 146,400.—
30	Remove Yellow Crosswalk	1515-4	SF	2,320	$ 3.—	$ 6,960.—
31	Remove Yellow Stripe	1515-4	LF	1,770	$ 1.—	$ 1,770.—
32	Remove 12" White Stripe	1515-4	LF	210	$ 3.—	$ 630.—
33	Remove White Stripe	1515-4	LF	730	$ 2.—	$ 1,460.—
34	Remove "STOP" Pavement Marking	1515-4	EA	34	$ 290.—	$ 9,860.—
35	Remove Yield Pavement Marking	1515-4	SF	276	$ 9.—	$ 2,484.—
36	Remove Yellow "SCHOOL" Pavement Marking	1515-4	EA	12	$ 400.—	$ 4,800.—
37	Remove Yellow "SLOW" Pavement Marking	1515-4	EA	11	$ 290.—	$ 3,190.—
38	Remove Yellow "XING" Pavement Marking	1515-4	EA	13	$ 290.—	$ 3,770.—
39	Yellow Ladder Crosswalk	1515-4	SF	18,310	$ 4.—	$ 73,240.—
40	Yellow "SCHOOL" Pavement Marking	1515-4	EA	12	$ 235.—	$ 2,820.—
41	Yellow "SLOW" Pavement Marking	1515-4	EA	12	$ 235.—	$ 2,820.—
42	Yellow "XING" Pavement Marking	1515-4	EA	12	$ 232.—	$ 2,784.—
43	12" White Stripe	1515-4	LF	830	$ 7.—	$ 5,810.—
44	Shared Roadway Bicycle Pavement Marking	1515-4	EA	3	$ 220.—	$ 660.—
45	"STOP" Pavement Marking	1530-4	EA	50	$ 220.—	$ 11,000.—
46	Bike Lane Symbol & Arrow Pavement Marking	1515-4	EA	6	$ 218.—	$ 1,308.—
47	Yield Pavement Marking	1515-4	SF	276	$ 8.—	$ 2,208.—
48	Detail 22	1515-4	LF	510	$ 3.—	$ 1,530.—

ITEM NO.	DESCRIPTION	PAYMENT REFER-ENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/-$)	EXTENDED AMOUNT
49	Detail 32	1515-4	LF	200	$ 3.—	$ 600.—
50	Detail 38A	1515-4	LF	2,240	$ 2.—	$ 4,480.—
51	Detail 39	1515-4	LF	930	$ 2.—	$ 1,860.—
52	Detail 39A	1515-4	LF	210	$ 2.—	$ 420.—
53	Paint Curb (2-Coat)	1515-4	LF	4,570	$ 2.50	$ 11,425
54	Remove Sign and Post	1530-4	EA	18	$ 60.—	$ 1,080.—
55	Reset Sign and Post	1530-4	EA	33	$ 260.—	$ 8,580.—
56	Relocate Sign and Post	1530-4	EA	19	$ 260.—	$ 4,940.—
57	Install Sign Post	1530-4	EA	74	$ 186.—	$ 13,764.—
58	Install N-1 (CA) Sign	1530-4	EA	12	$ 130.—	$ 1,560.—
59	Install R1-5 Sign	1530-4	EA	9	$ 100.—	$ 900.—
60	Install R99C (CA) Sign	1530-4	EA	1	$ 90.—	$ 90.—
61	Install S1-1 Sign	1530-4	EA	12	$ 170.—	$ 2,040.—
62	Install SW24-1 (CA) Sign	1530-4	EA	38	$ 270.—	$ 10,260.—
63	Install SW24-2 (CA) Sign	1530-4	EA	3	$ 275.—	$ 825.—
64	Install SW24-3 (CA) Sign	1530-4	EA	11	$ 275.—	$ 3,025.—
65	Install W16-7P Sign	1530-4	EA	12	$ 250.—	$ 3,000.—
66	Install Root Barrier and Prune Tree Roots	1100-6	LF	60	$ 116.—	$ 6,960.—
					TOTAL BID PRICE:	$ 3,591,447.—

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

TOTAL BID PRICE IN DIGITS: $ 3,591,447.—

TOTAL BID PRICE IN WORDS: Three million five hundred ninety one thousand four hundred forty seven dollars and no cents

*** The lowest Bid will be determined on the basis of the lowest base amount without considering the amounts listed for the additive or deductive items.

Contractor must complete all Work within sixty (60) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	4/3/24	#03	
#02		#04	

Bidder's Name (Company): TORO ENTERPRISES,INC.

Signature: _____ Title: PRESIDENT

Print: SEAN CASTILLO Date: 4/8/24

Signature: _____ Title: SECRETARY

Print: JERRY HANNIGAN Date: 4/8/24

EXHIBIT B

FORM INS-G : INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS (WITHOUT BUILDER'S RISK REQUIREMENT)

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

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

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.

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

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

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

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

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

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

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

5/24

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.

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER ASPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $2,000,000 PRODUCTS COMP/OP AGG. $2,000,000 PERSONAL & ADV. INJURY $2,000,000 EACH OCCURRENCE $2,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [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 Contract				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the ACity@)

SUBMIT IN DUPLICATE

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		
❒ _____		
❒ _____		

CLAIMS: Underwriter=s representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____)

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED=S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, Aoccurrence@ form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE
❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the ACity@)

SUBMIT IN DUPLICATE

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

❒ 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, Aoccurrence" form CA0001, code (Aany 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 _____

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 SAFE ROUTES TO SCHOOL SAFETY AND ENHANCEMENTS, SPECIFICATION NO. PW 22-87 CALTRANS PROJECT NO. ATPSB1L-5129(102).

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: _____
	Its_____
(Seal)	*(Seal)*

Notes: This Bond must be executed 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 SAFE ROUTES TO SCHOOL SAFETY AND ENHANCEMENTS, SPECIFICATION NO. PW 22-87 CALTRANS PROJECT NO. ATPSB1L-5129(102).

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: _____
	Its_____
(Seal)	*(Seal)*

Notes: This Bond must be executed 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.

Agreement 32400521 with Toro Enterprises, Inc. for Safe Routes to School Safety and Enhancements, Specification No. PW 22-87

City Council
June 4, 2024

Jose Rivera
Project Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council approve and authorize:

1. A total of $4,309,735 in Project funds for Safe Routes to School Safety and Enhancements, Specification No. PW 22-87, Caltrans Project No. ATPSB1L-5129(102);
2. The Mayor to Execute an Agreement with Toro Enterprises, Inc., in the amount of $3,591,447 with a contingency amount of $359,144 (10%) for a total not to exceed contract amount of $3,950,591 for the Project;
3. A Project allocation amount of $359,144 (10%) for engineering, inspection, survey and project management for the Project;

(continued on next page)

RECOMMENDATION (continued)

4. A total amount of new project budget appropriations of $1,762,810 consisting of $613,000 from the Air Pollution Buydown Fee Fund (Fund 360 Subfund 7010) available fund balance, $855,000 from the Mobility Fee Fund (Fund 350 Subfund 8055) available fund balance, and $294,810 from the General Fund (101) available fund balance for the Safe Routes to School Project (C2212) as well as the corresponding Capital Outlay Fund (301) appropriation increase in the same amounts; and

5. A total amount of budget appropriation transfers of $1,066,925 from the General Fund (101) consisting of $292,761 in the Ventura Boulevard Sidewalk Project (C1305); $293,509 in the La Colonia Green Alleys Project (C1802); $30,655 in the South Oxnard Center Roof Replacement Project (C2010); $100,000 in the Storm Water Catch Basins Project (C2214); and $350,000 from the available FY 2023-24 Public Works Operating Budget to the Safe Routes to School Project (C2212), as well as the corresponding Capital Outlay Fund (301) appropriation transfers in the same amounts.

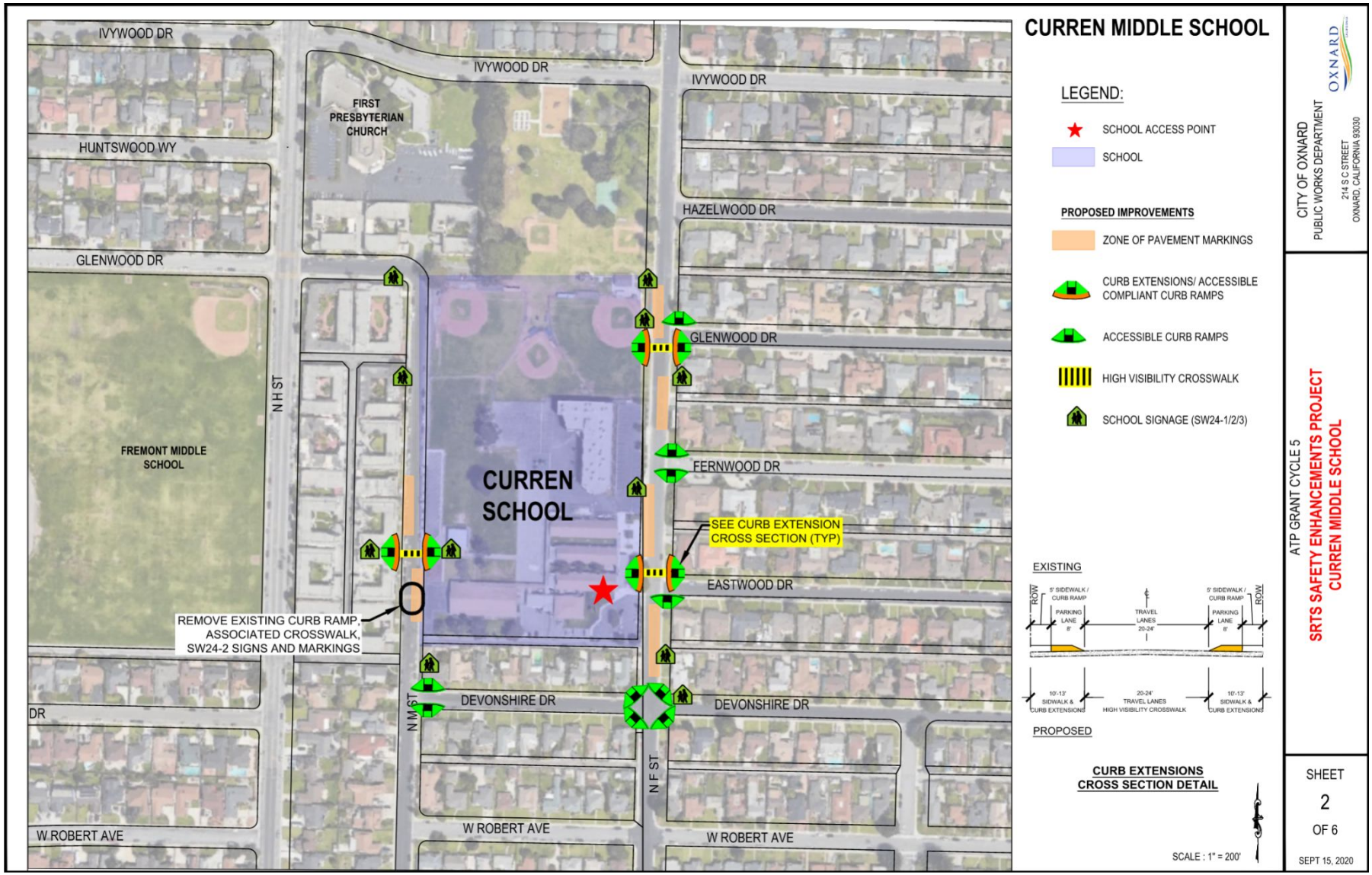
BACKGROUND

The Safe Routes to School Safety and Enhancements Project (Project) is a Capital Improvement Project with an Active Transportation Program (ATP) grant.

The purpose is to improve visibility at pedestrian crossings, complete missing or inaccessible curb ramps, install traffic signs and pavement markings, and enhance intersection geometry to improve sight distance for motorists and pedestrians for five (5) schools:

- Curren Elementary
- Fremont Middle
- Harrington Elementary
- Kamala Elementary
- Lemonwood Elementary

CURREN SCHOOL - CONCEPT PLAN

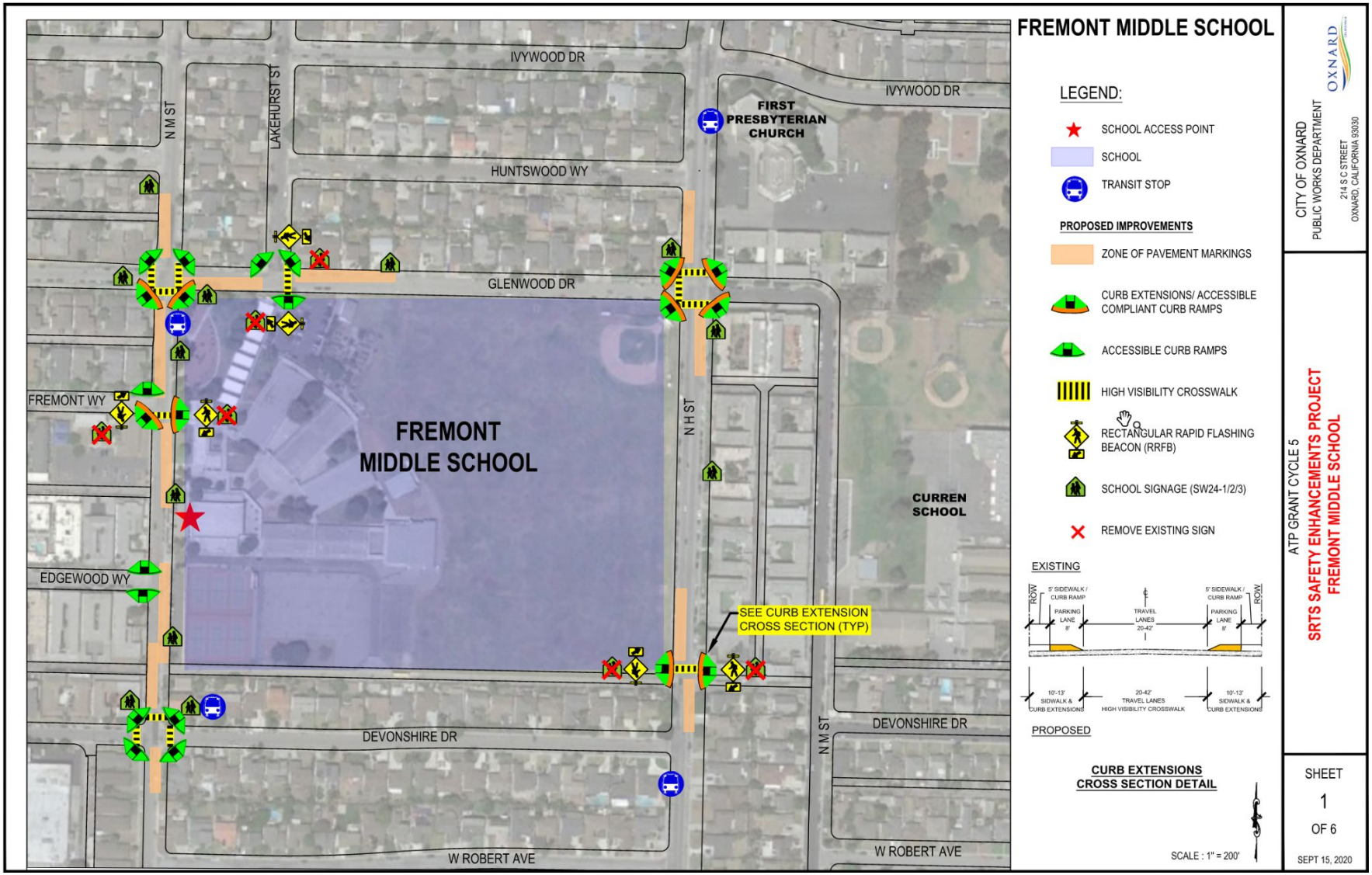


CURREN SCHOOL

Future Curb Extension

Future Flashing Beacon and Curb Extension

FREMONT MIDDLE SCHOOL - CONCEPT PLAN

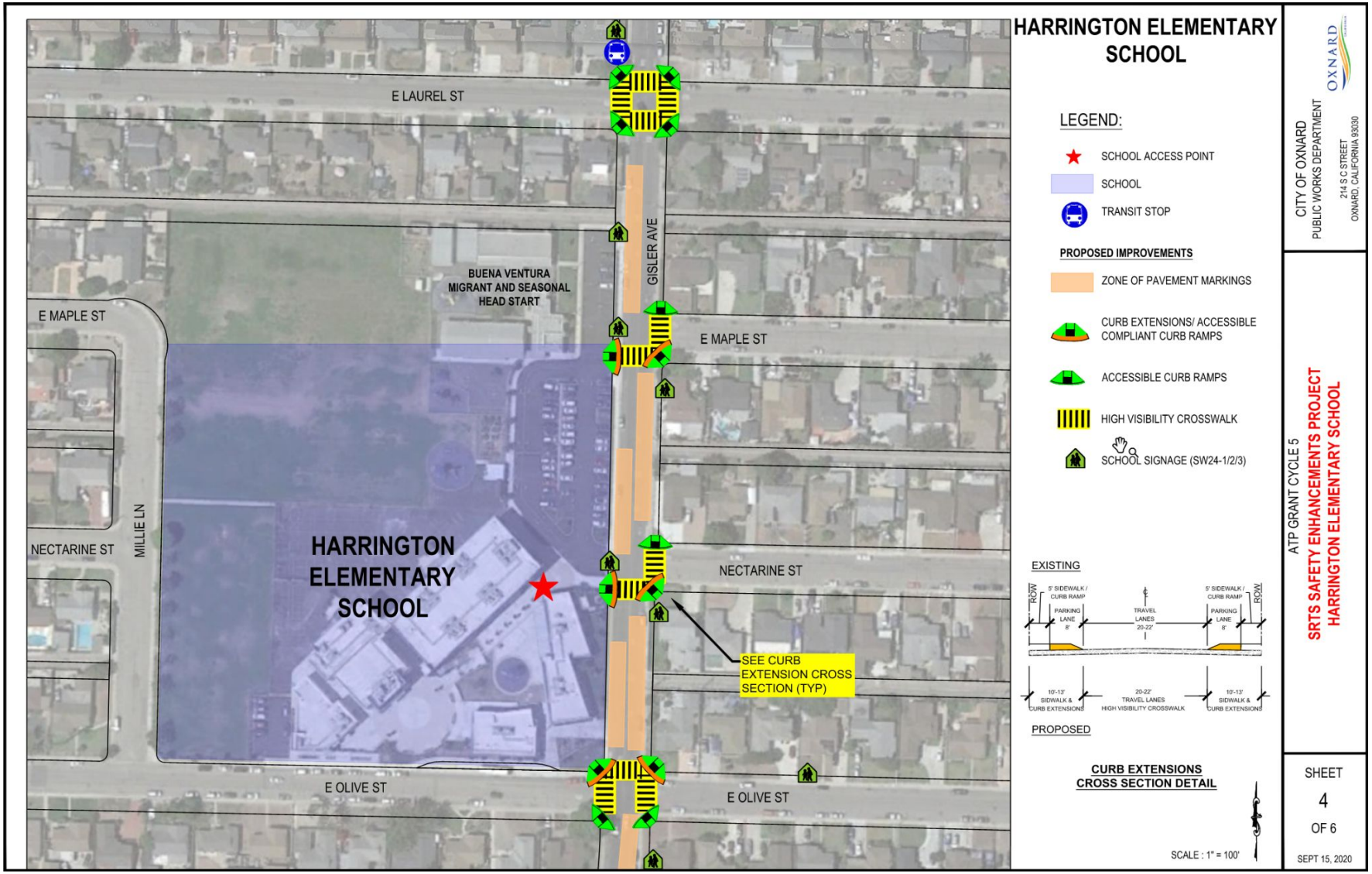


FREMONT MIDDLE SCHOOL

Future High Visibility Crosswalk

Future Curb Extension

HARRINGTON ELEMENTARY SCHOOL - CONCEPT PLAN

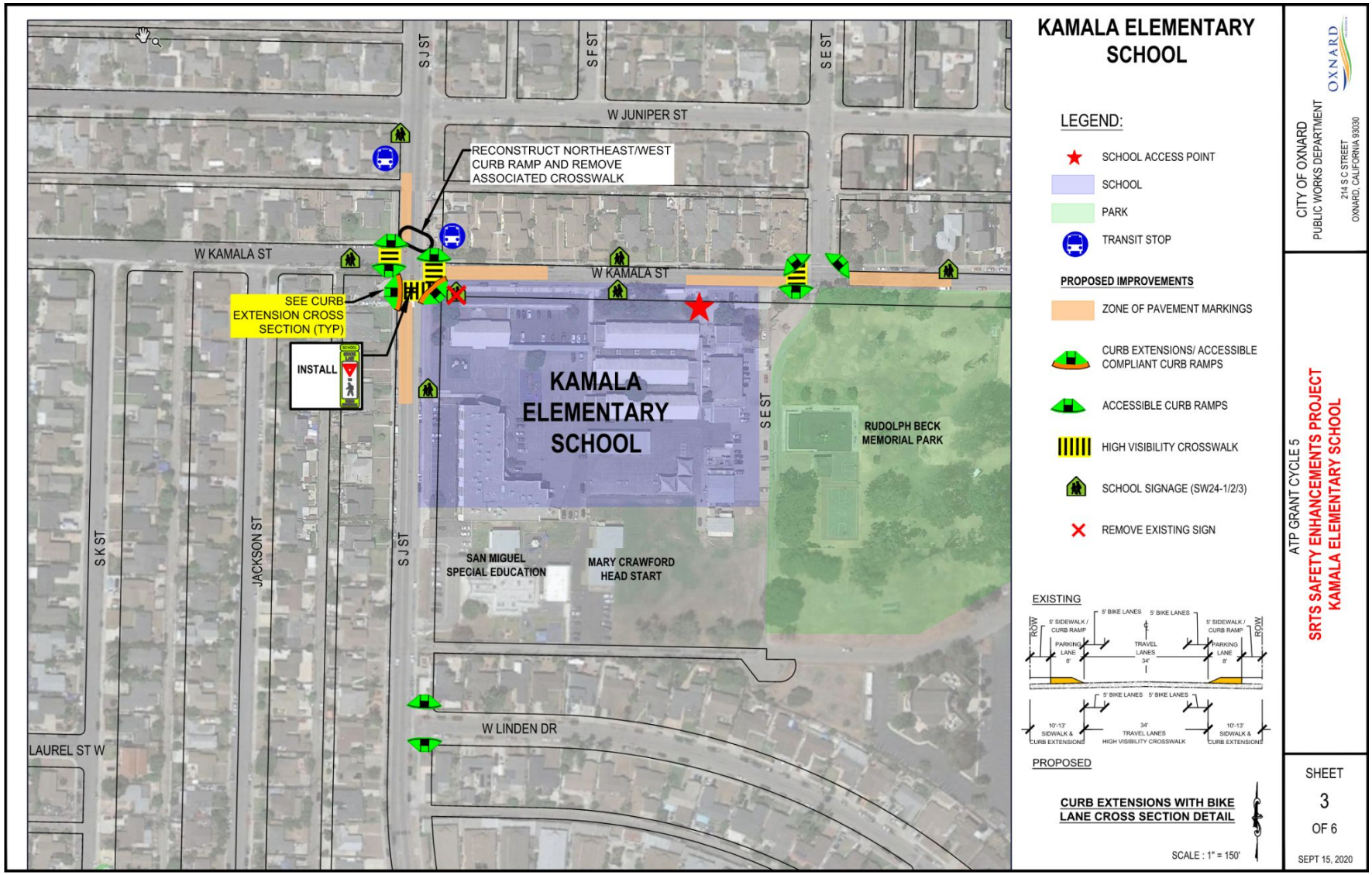


HARRINGTON ELEMENTARY SCHOOL

Future Curb Extension

Future Curb Extension

KAMALA ELEMENTARY SCHOOL - CONCEPT PLAN

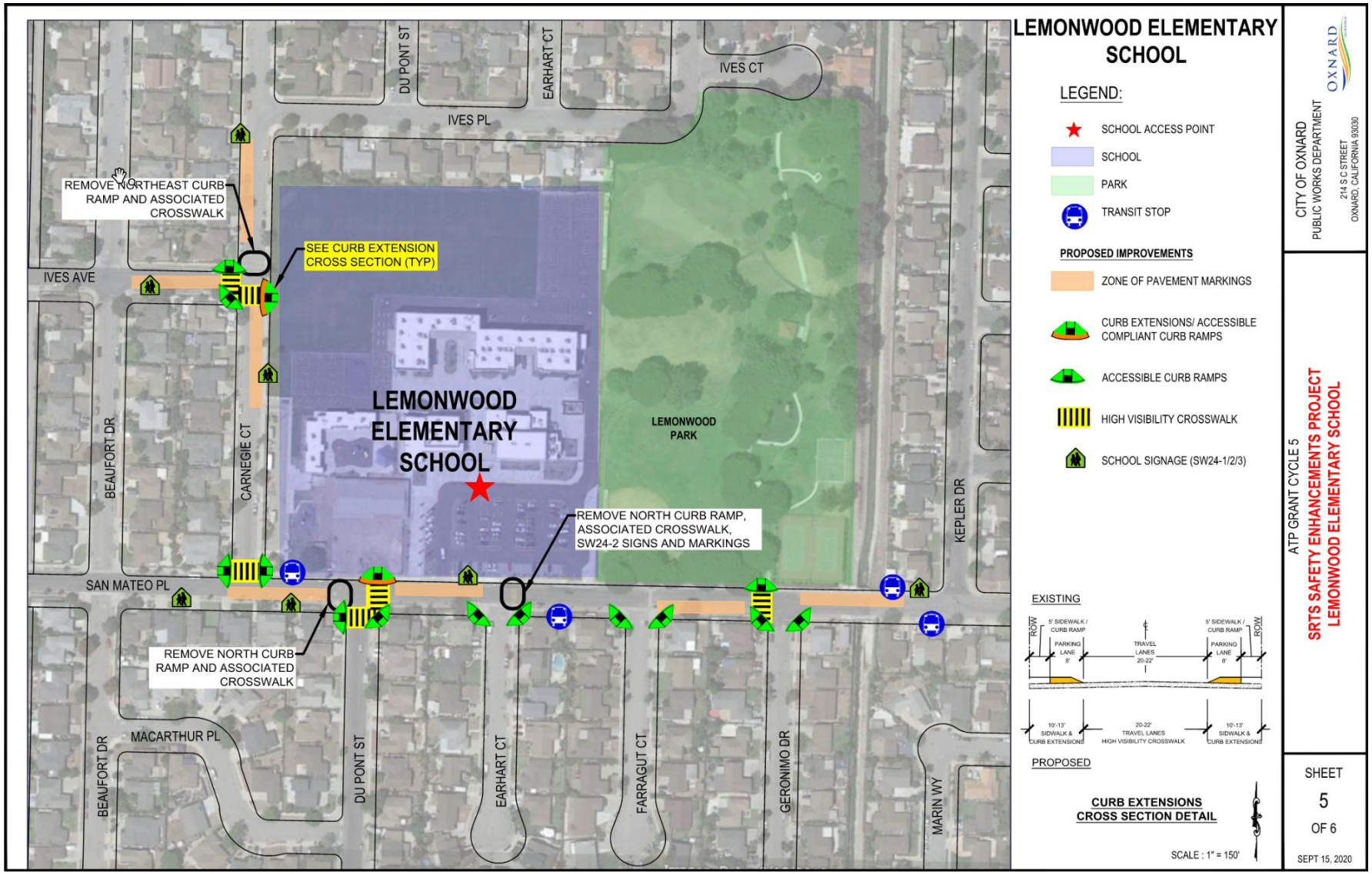


KAMALA ELEMENTARY SCHOOL

Future Curb Extension

Future Ladder Style Crosswalk

LEMONWOOD ELEMENTARY SCHOOL - CONCEPT PLAN



LEMONWOOD ELEMENTARY SCHOOL

Future Curb Extension

Future Ladder Style Crosswalk

Installed Curb Extension

CESAR CHAVEZ ELEMENTARY SCHOOL COMPLETED IMPROVEMENTS

Installed Flashing Beacon and Ladder Style Crosswalk

DISCUSSION

The notice inviting formal bids (NIFB) was published on March 7, 2024, and all bids were due and opened April 9, 2024. The City received the following bids:

TORO Enterprises, Inc:	$ 3,591,447.00
C.A. Rasmussen, Inc:	$ 3,853,158.40

The lowest responsive bidder is TORO ENTERPRISES, INC. Procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR).

Based upon the available information and research performed to date, staff recommends that the City Council award the contract for this Project to TORO ENTERPRISES, INC.

DISCUSSION

The work is tentatively scheduled to begin in July 2024 and continue for 60 working days until September 2024.

Staff alongside the Contractor will share the schedule and any construction impacts with the Oxnard School District, Fremont Middle, Curren Elementary, Kamala Elementary, Harrington Elementary, and Lemonwood Elementary, and the Neighborhood Councils. General project information will be shared with any affected neighbors and the public as well.

DISCUSSION

In addition to the contract award amount of $3,594,447, staff recommends authorizing $718,288 for the following:

- $359,144 for project contingency (10% of the contract cost)
- $359,144 for engineering services and City Labor (10% of the contract cost)

Engineering services include: engineering, inspection, labor compliance, and project management.

In order to allow the project to move forward to construction and not return the grant funding, Staff is requesting additional appropriations as described in the Financial Impact.

FINANCIAL IMPACT

- Total cost for this Project shall not exceed $4,309,735, which includes the construction agreement, contingency and project allocation
- Safe Routes to School Project No. C2212 has an available project budget balance of $1,480,000 from the State Grant Fund (210)
- Staff is requesting a total of $1,762,810 in new project budget appropriations from available fund balances to this Project
- Additionally, staff is requesting a total of $1,066,925 in budget appropriation transfers from the available budgets in the General Fund (101) to this Project
- These new appropriations and budget transfers will total $4,309,735 to fund this Project

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.2

DATE: June 4, 2024

TO: City Council

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

SUBJECT: Agreements for the Supply and Delivery of Chemicals to Water, Wastewater, and Recycled Water Facilities. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the following Agreements for the supply and delivery of various types of chemicals to Water, Wastewater, and Recycled Water Facilities, each with the initial agreement term ending June 30, 2025, after which each Agreement may be extended for four additional one-year terms with a fully extended final term ending on June 30, 2029:

1. Agreement 32500003 with JCI Jones Chemicals Inc., in the amount not to exceed $4,525,000;
2. Agreement 32500004 with Northstar Chemical, in the amount not to exceed $2,925,000;
3. Agreement 32500005 with Pencco, Inc., in the amount not to exceed $7,100,000;
4. Agreement 32500008 with King Lee Chemical Co., in the amount not to exceed $1,900,000;
5. Agreement 32500009 with Aquapulse Chemicals, LLC, in the amount not to exceed $900,000;
6. Agreement 32500010 with Hill Brothers Chemical Company, in the amount not to exceed $150,000; and
7. Agreement 32500011 with Univar Solutions USA, Inc., in the amount not to exceed $2,300,000.

(Public Works and Transportation Committee approved 3-0 on May 14, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/5uN6pDKnnj4

BACKGROUND

Wastewater

The Oxnard Water Resource Recovery Facility (WRRF) provides primary, and secondary treatment. Primary treatment consists of settling tanks to remove inorganic materials as well as heavy solid materials. Secondary treatment consists of biological treatment and settling tanks to remove soluble organics. As part of daily wastewater treatment, the WRRF utilizes the following chemicals:

- Sodium hydroxide solution for odor control
- Ferric chloride to enhance primary treatment and odor control
- Ferrous chloride for odor control along major sewer pipelines
- Sodium hypochlorite for disinfection of treated wastewater
- Sodium bisulfite to dechlorinate disinfected wastewater before discharging into the ocean

Water

The City of Oxnard Water Division utilizes three sources of water to serve its potable water customers: groundwater from the City's wells, groundwater delivered by United Water Conservation District (UWCD) and imported surface water delivered by Calleguas Municipal Water District (CMWD). The City owns and operates six blending stations where the Water Division blends its three sources of water. The Water Division utilizes the following chemicals:

- Sodium hydroxide solution for pH balance
- Sodium hypochlorite and solutions for disinfection
- Aqueous ammonia for disinfection
- Antiscalant for membrane treatment

Recycled Water

The Advanced Water Purification Facility (AWPF) provides recycled water treatment, which consists of membrane filtration and reverse osmosis followed by advanced oxidation and disinfection to remove dissolved organics, minerals, and viruses. The AWPF utilizes the following chemicals:

- Sulfuric acid solution for pH control
- Hydrogen peroxide for advanced oxidation disinfection
- Sodium hydroxide, sodium hypochlorite, sodium bisulfite, and citric acid solutions for microfiltration and reverse osmosis membrane cleaning
- Antiscalant for membrane treatment
- Liquid Lime for PH adjustment re-mineralization of the finished water

DISCUSSION

The Purchasing Department released Request for Proposal (RFP) PW 24-73 for Chemical Supply and Delivery Services for the Water, Wastewater, and Recycled Water Facilities on January 16, 2024, with a proposal due date of February 13, 2024. RFP PW 24-73 received a total of 11 proposals from the following vendors:

Aquapulse Chemicals, LLC	Chemrite, Inc.	HASA, Inc.
Hill Brothers Chemical Company	JCI Jones Chemicals Inc.	Kemira Water Solutions, Inc.
King Lee Chemical Co.	Northstar Chemical	Pencco, Inc.
Catalyst Solutions, Inc.	Univar Solutions USA, Inc.	

The proposals were reviewed by the Purchasing Division (Buyer), Wastewater Division (Wastewater Operations Manager, Chief Plant Operator, Sr. Admin Services Analyst), and the Water Division (Water Operations Manager, AWPF Operations Manager) with a determination that the vendors listed in the above Recommendation section are the highest ranked proposers based on scoring criteria listed in RFP PW 24-73. Scoring criteria consisted of the contractor's overall responsiveness and completeness of the proposal, qualification, experience, history of providing the requested services, past record of performance, and cost. Additionally, the awarded vendors meet all required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes that the awarded vendors are capable of satisfactorily supplying and delivering chemicals to the Water, Wastewater, and Recycled

Water facilities.

Water - Awarded Vendors			
Vendor	**Chemical**	**Vendor**	**Chemical**
Hill Brothers	Aqueous Ammonia	Univar	Sodium Hydroxide
JCI	Sodium Hypochlorite	King Lee	Antiscalant

Wastewater - Awarded Vendors			
Vendor	**Chemical**	**Vendor**	**Chemical**
Pencco	Ferric Chloride	JCI	Sodium Hypochlorite
Pencco	Ferrous Chloride	JCI	Sodium Bisulfite
Northstar	Sodium Hydroxide		

Recycled Water - Awarded Vendors			
Vendor	**Chemical**	**Vendor**	**Chemical**
Northstar	Citric Acid	Univar	Sodium Hydroxide
Northstar	Sulfiric Acid	Univar	Liquid Lime
JCI	Sodium Hypochlorite	King Lee	Antiscalant
JCI	Sodium Bisulfite	Aquapulse	Hydrogen Peroxide

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The cost for these agreements shall be funded using appropriations included in the Proposed Fiscal Year 2024-25 Budget from the Water Operating Fund 601 and Wastewater Operating Fund 611 for City Council's consideration. Subsequent year allocations will be requested during the annual budget process.

The Water and Wastewater divisions shall pay for chemical costs on an as-needed basis. Payment shall be made when chemicals are delivered, and there will be no guaranteed spending amounts throughout the agreement.

Water Estimated Spending Plan 6013600-52100						
VENDOR	**FY 24/25**	**FY 25/26**	**FY 26/27**	**FY 27/28**	**FY 28/29**	**TOTAL**
Hill Brothers	$28,000	$29,000	$30,000	$31,000	$32,000	$150,000
Univar	$95,000	$100,000	$105,000	$110,000	$115,000	$525,000
JCI	$105,000	$105,000	$110,000	$115,000	$115,000	$550,000
King Lee	$73,000	$75,000	$77,000	$79,000	$81,000	$385,000
TOTAL	**$301,000**	**$309,000**	**$322,000**	**$335,000**	**$343,000**	**$1,610,000**

Wastewater Estimated Spending Plan 6113614-52100						
VENDOR	**FY 24/25**	**FY 25/26**	**FY 26/27**	**FY 27/28**	**FY 28/29**	**TOTAL**
JCI	$530,000	$555,000	$585,000	$610,000	$645,000	$2,925,000
Pencco	$1,285,000	$1,350,000	$1,415,000	$1,485,000	$1,565,000	$7,100,000
Northstar	$60,000	$65,000	$65,000	$65,000	$70,000	$325,000
TOTAL	**$1,875,000**	**$1,970,000**	**$2,065,000**	**$2,160,000**	**$2,280,000**	**$10,350,000**

Recycled Water Estimated Spending Plan 6013605-52100						
VENDOR	**FY 24/25**	**FY 25/26**	**FY 26/27**	**FY 27/28**	**FY 28/29**	**TOTAL**
Northstar	$490,000	$505,000	$520,000	$535,000	$550,000	$2,600,000
Univar	$329,000	$345,000	$356,000	$367,000	$378,000	$1,775,000
JCI	$195,000	$205,000	$215,000	$215,000	$220,000	$1,050,000
King Lee	$280,000	$300,000	$305,000	$310,000	$320,000	$1,515,000
Aqua Pulse	$170,000	$175,000	$180,000	$185,000	$190,000	$900,000
TOTAL	**$1,454,000**	**$1,505,000**	**$1,551,000**	**$1,592,000**	**$1,638,000**	**$7,840,000**

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on May 14, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Timothy Beaman, Assistant Public Works Director

ATTACHMENTS

1. Agreement 32500003 JCI Jones
2. Agreement 32500004 Northstar
3. Agreement 32500005 Texas Pencco
4. Agreement 32500008 King Lee Technologies
5. Agreement 32500009 Aquapulse
6. Agreement 32500010 Hill Brothers
7. Agreement 32500011 Univar Solutions
8. Presentation

TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND JCI JONES CHEMICALS, INC.

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of JCI Jones Chemicals, Inc. ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES.

This Agreement is for supply and delivery of sodium hypochlorite 12.5% to the Water Campus, Blending Station No. 3, Advanced Water Purification Facility (AWPF), and to the Oxnard Wastewater Treatment Plant (OWTP), the supply and delivery of sodium bisulfite 38% to the AWPF, and the supply and delivery of sodium bisulfite 25% to the OWTP.

2. PARTIES.

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

JCI Jones Chemicals, Inc. ("SERVICE PROVIDER"), a corporation of the State of New York, located at 1765 Ringling Blvd, Sarasota FL 34236

3. TERM OF AGREEMENT: From (Date): 7/1/24 To (Date): 6/30/25

3.1 Time is of the essence in this Agreement.

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

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

receipt of notice from the CITY. All Notices shall comply with Section 20 of this Agreement.

3.4 All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: $4,525,000.00

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

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-I
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: Iran Contracting Certification

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

CITY Designated Representative:	SERVICE PROVIDER Designated Representative:
Name: Roberto Fuentes	Name: Tim Ross
Title: Wastewater Operations Manager	Title: Vice President West Coast
Phone: (805) 271-2203	Phone: (310) 523-1629
Email: Roberto.fuentes@oxnard.org	Email: torrance@jcichem.com
Mailing Address (if differs from above):	Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.4 SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as **"**Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

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

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

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

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

10.3 SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of SERVICE PROVIDER for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by CITY for any defect or error in the Services performed by SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

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

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 3.2, then this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 20 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

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

15. LAWFUL PERFORMANCE.

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

17. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this

Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

17.6. Disclosure of Information. SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

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

18. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 20.

20. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

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

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

23.3 The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to

SERVICE PROVIDER under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work.

Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to: https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

27. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

28. IRAN CONTRACTING ACT

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

A CONSULTANT is ineligible to enter into any contract with the CITY for goods or services of one million dollars ($1,000,000) or more if the CONSULTANT engages in investment activities in Iran. CONSULTANT must certify that it is not on the list of ineligible

vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit F.

29. SUBCONTRACTING.

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

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. AUDIT.

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

33. ADVERTISING AND PUBLICITY

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

34. NONDISCRIMINATORY EMPLOYMENT.

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

35. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

☐John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, [2]
Purchasing Manager

ATTEST:

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

APPROVED AS TO FORM:

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

JCI JONES CHEMICALS, INC.

Tim Ross, Vice President Date

Cris Blomgren, Office Manager[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.

EXHIBIT A

TRADE SERVICE AGREEMENT
(CITY of Oxnard and JCI JONES CHEMICALS, INC.)

SCOPE OF SERVICES

WATER CAMPUS: CHRIS PEYTON / (805) 207-2101 / CHRIS.PEYTON@OXNARD.ORG
AWPF: MIKE LOVE / (805) 385-8342/ MIKE.LOVE@OXNARD.ORG
OWTP: ROBERTO FUENTES / (805) 271-2203/ ROBERTO.FUENTES@OXNARD.ORG

SUPPLIER SPECIFICATIONS & GENERAL REQUIREMENTS

1.0 Delivery

a. **Timing:** Product shall be delivered within 48 hours of agency request. All deliveries shall be made Monday through Friday between 8:00 a.m. and 4:00 p.m.
b. **Delivery vehicles:** Shall be in good condition and operated by Supplier. Truck tractors and tank trailers shall be pneumatic-tired; conform to all applicable State and Federal regulations; and be fully equipped and maintained to safely transport and deliver specified chemical products. Tank trailers shall be specially designed to prevent leakage and resist rupture in the event of a collision, and carry all equipment necessary to respond to an accidental chemical release. Tanker shall be clearly identified and visible with company name.
c. **Delivery Driver:** Shall be trained and experienced in handling specified chemical products, and be specifically trained to stop chemical flow in the event of an emergency. Supplier shall provide evidence of such training and experience upon request.
d. **Posted Speed Limits:** Shall be observed at all times while driving on City property. Supplier shall be completely liable for any damage to property or personnel.
e. **Delivery Equipment:** Shall include an appropriate compression unit and piping to permit safe transfer of the specified chemical product to stationary bulk containers. Hoses, fittings and appurtenant equipment shall be provided by Supplier and be free of leaks.
f. **Unloading:** Unloading shall be done in accordance with the following:
    i. Shall be done in a safe manner by delivery driver in the presence of a plant operator.
    ii. Appropriate personal protective equipment (PPE) clothing shall be worn, and industry safety practices and procedures followed explicitly at all times.
    iii. Delivery driver must present chemical manifest
    iv. Deliver driver may be required to capture a sample of the product from the delivery tank in order for a plant operator to do a visual inspection.
    v. Delivery driver to be able to provide proof of tank and hose inspections prior to delivery demonstrate that all components are in proper working order.
g. **Refusal of Delivery:** City may refuse delivery of product at no penalty to the City if:

i. Product does not match the specific gravity.
ii. If there is debris in the sample from the delivery truck.
iii. Supplier is non compliant with industry standard safety practices and procedures.
iv. Failure of Supplier to wear proper PPE while making chemical transfers. Supplier is to provide their staff with all required PPE.

h. **Pay Quantity of Bulk Product Delivered:** Shall be determined by weighing the tank trailer before and after filling at Supplier's plant on a certified truck scale. Copies of weight master's certificates shall be provided with delivery.

i. **Other:** Agency may require Supplier to furnish an affidavit stating product complies fully with this specification, a certified analysis of the product delivered, and/or the preventative maintenance schedule of delivery truck's unloading compressor.

j. **Deliveries to the following locations as required:**
- City of Oxnard Wastewater Treatment Plant, 6001 Perkins Road, Oxnard, CA
- City of Oxnard Wastewater Treatment Plant Headworks Facility, 5741 Perkins Road, Oxnard, CA
- City of Oxnard Lift Station 6, 4781 W. Wooley Road, Oxnard, CA
- City of Oxnard Advanced Water Purification Facility, 5700 Perkins Road, Oxnard CA,
- City of Oxnard Water Campus, 251 South Hayes Avenue, Oxnard, CA
- City of Oxnard Blending Station No. 3, 1700 Solar Drive Oxnard, CA

2.0 Quantity

Exact quantities may vary from the estimates given, and may be increased or decreased to meet the agency's requirements. No minimum is guaranteed.

3.0 Invoicing

A separate invoice shall be provided for each delivery during contract period.

4.0 Specification

Supplier shall bring apparent error or omissions to City's attention

5.0 Chemical Specification for the following locations:

<u>Water Campus located at 251 South Hayes Avenue</u>
<u>Blending Station No. 3, located at 1700 Solar Drive, Oxnard, California 93030</u>

a) **Sodium Hypochlorite (Bleach) 12.5%**: Estimated annual quantity is 50,000 gallons. Solution should be approximately 12.5% by weight (NaOCl), suitable for potable water treatment (NSF approved).

Advanced Water Purification Facility, located at 5700 Perkins Road, Oxnard, CA 93033.

a) **Sodium Bisulfite 38%**: Estimated annual quantity is 25,000 gallons. Solution shall meet a molecular weight of 104.06, density of g/ml (60° F) - 1.17-1.20, pH of 4.5-5.5, and technical grade solution that shall be suitable for water treatment. Delivery by bulk tank.
b) **Sodium Hypochlorite 12.5%**: Estimated annual quantity is 65,000 gallons. Solution should be approximately 12.5wt% available NaOCl, suitable for water treatment. Delivery by bulk tank.

Wastewater Treatment Plant, located at 6001 Perkins Road, Oxnard, California 93033
Headworks Facility, located at 5741 Perkins Road, Oxnard, California 93033

a) **Sodium Bisulfite 25%**: Estimated annual quantity is 27,600 gallons. Solution shall meet a molecular weight of 104.06, density of g/ml (60˚ F) – 1.17-1.20, pH of 4.5-5.5, and technical grade of solutions that shall be suitable for water treatment. Delivery by bulk tank.
b) **Sodium Hypochlorite 12.5%**: Estimated annual quantity is 240,000 gallons. Solution should be approximately 12.5 wt% available NaOCl, suitable for water treatment. Delivery by bulk tank.

EXHIBIT B

TRADE SERVICE AGREEMENT
(CITY of Oxnard and JCI JONES CHEMICALS, INC.)

SCHEDULE OF COMPENSATION

Water Campus & Blending Station No. 3				
Chemical	**Approximate Annual Qty (gallons)**	**Average # of deliveries**	**Average delivery load (gallons)**	**Unit Price per gallon**
Sodium Hypochlorite (Bleach) 12.5%	50,000	2x per month	3,500	$1.8019
			9.25% CA Sales Tax	$0.1666
			2.1% California Mill Assessment	$0.0378
			Total	$2.0063

Advanced Water Purification Facility (AWPF)				
Chemical	**Approximate Annual Qty (gallons)**	**Average # of deliveries**	**Average delivery load (gallons)**	**Unit Price per gallon**
Sodium Hypochlorite 12.5%	65,000	20x per year	3,300	$1.8619
			9.25% CA Sales Tax	$0.1722
			2.1% California Mill Assessment	$0.0390
			Total	$2.0731
Chemical	**Approximate Annual Qty (gallons)**	**Average # of deliveries**	**Average delivery load (gallons)**	**Unit Price per gallon**
Sodium Bisulfite 38%	25,000	8x per year	3,200	$2.04
			9.25% CA Sales Tax	$0.1887
			Total	$2.2287

Oxnard Wastewater Treatment Plant				
Chemical	**Approximate Annual Qty (gallons)**	**Average # of deliveries**	**Average delivery load (gallons)**	**Unit Price per gallon**
Sodium Hypochlorite 12.5%	240,000	4x per month	5,000	$1.6319
			9.25% CA Sales Tax	$0.1509
			2.1% California Mill Assessment	$0.0342
			Total	$1.817
Sodium Bisulfite 25%	27,600	6x per year	4,600	$1.40
			9.25% CA Sales Tax	$0.1295
			Total	$1.5295

EXHIBIT C

TRADE SERVICES AGREEMENT
(CITY of Oxnard and JCI JONES CHEMICALS, INC.)

INSURANCE REQUIREMENTS

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

[See next pages]

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

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

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

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

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

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

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

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

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

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

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-I.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

SAMPL

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

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:

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.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

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

☐ 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.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:
Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

EXHIBIT D

TRADE SERVICES AGREEMENT
(CITY of Oxnard and JCI JONES CHEMICALS, INC.)

LIVING WAGE POLICY

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

A. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2023

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

EXHIBIT E

TRADE SERVICES AGREEMENT
(CITY of Oxnard and JCI JONES CHEMICALS, INC.)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.

3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.

6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, SERVICE

PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. SERVICE PROVIDER shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

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

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by SERVICE PROVIDER's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. SERVICE PROVIDER shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. SERVICE PROVIDER shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. SERVICE PROVIDER shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

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

EXHIBIT F

TRADE SERVICES AGREEMENT
(CITY of Oxnard and JCI JONES CHEMICALS, INC.)
IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)

Public Contract Code Sections 2202-2208

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

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

OPTION No.1 – CERTIFICATION

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

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

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_____ in the State of

OPTION No.2 – EXEMPTION

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

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

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_____ in the State of

TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND PACIFIC STAR CHEMICAL, LLC DBA NORTHSTAR CHEMICAL, INC.

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Pacific Star Chemical, LLC DBA Northstar Chemical, Inc. ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES.

This Agreement is for the supply and delivery of citric acid 50% and sulfuric acid 98% to the Advanced Water Purification Facility (AWPF) and supply and delivery of sodium hydroxide 25% to the Oxnard Wastewater Treatment Plant (OWTP).

2. PARTIES.

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

Pacific Star Chemical DBA Northstar Chemical, Inc. ("SERVICE PROVIDER"), a corporation of the State of Oregon, located at 14200 SW Tualatin Sherwood Road, Sherwood, Oregon 97140

3. TERM OF AGREEMENT: From (Date): 7/1/24To (Date): 6/30/25

3.1 Time is of the essence in this Agreement.

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

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

receipt of notice from the CITY. All Notices shall comply with Section 20 of this Agreement.

3.4 All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: $2,925,000.00

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

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-I
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: Iran Contracting Certification

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

CITY Designated Representative:
Name: Mike Love
Title: AWPF Operations Manager
Phone: (805) 385-8111
Email: mike.love@oxnard.org
Mailing Address (if differs from above):
5700 Perkins Road
Oxnard, CA 93033

SERVICE PROVIDER Designated Representative:
Name: Julie DeBellis
Title: Sales Coordinator
Phone: (503) 625-3770
Email: bidsca@northstarchemical.com
Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.4 SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as **"**Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

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

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

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

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

10.3 SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of SERVICE PROVIDER for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by CITY for any defect or error in the Services performed by SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

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

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 3.2, then this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 20 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

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

15. LAWFUL PERFORMANCE.

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

17. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this

Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

17.6. Disclosure of Information. SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

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

18. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 20.

20. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

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

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

23.3 The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to

SERVICE PROVIDER under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work.

Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to: https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

27. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

28. IRAN CONTRACTING ACT

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

A CONSULTANT is ineligible to enter into any contract with the CITY for goods or services of one million dollars ($1,000,000) or more if the CONSULTANT engages in investment activities in Iran. CONSULTANT must certify that it is not on the list of ineligible

vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit F.

29. SUBCONTRACTING.

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

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. AUDIT.

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

33. ADVERTISING AND PUBLICITY

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

34. NONDISCRIMINATORY EMPLOYMENT.

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

35. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

☐John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, [2]
Purchasing Manager

Pacific Star Chemical, LLC DBA Northstar Chemical, Inc.

Matt Werger, Executive VP Date

Suzanne Bell, Controller[3] Date

ATTEST:

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

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.

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

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

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

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

EXHIBIT A

TRADE SERVICE AGREEMENT
(CITY of Oxnard and PACIFIC STAR CHEMICAL, LLC DBA NORTHSTAR CHEMICAL, INC.)

SCOPE OF SERVICES

Project Manager for AWPF: Mike Love / (805) 385-8342 / mike.love@oxnard.org
Project Manager for OWTP: Roberto Fuentes / (805) 797-7013 / roberto.fuentes@oxnard.org

SUPPLIER SPECIFICATIONS & GENERAL REQUIREMENTS

1.0 Delivery

a. **Timing:** Product shall be delivered within 48 hours of agency request. All deliveries shall be made Monday through Friday between 8:00 a.m. and 4:00 p.m.
b. **Delivery vehicles:** Shall be in good condition and operated by Supplier. Truck tractors and tank trailers shall be pneumatic-tired; conform to all applicable State and Federal regulations; and be fully equipped and maintained to safely transport and deliver specified chemical products. Tank trailers shall be specially designed to prevent leakage and resist rupture in the event of a collision, and carry all equipment necessary to respond to an accidental chemical release. Tanker shall be clearly identified and visible with company name.
c. **Delivery Driver:** Shall be trained and experienced in handling specified chemical products, and be specifically trained to stop chemical flow in the event of an emergency. Supplier shall provide evidence of such training and experience upon request.
d. **Posted Speed Limits:** Shall be observed at all times while driving on City property. Supplier shall be completely liable for any damage to property or personnel.
e. **Delivery Equipment:** Shall include an appropriate compression unit and piping to permit safe transfer of the specified chemical product to stationary bulk containers. Hoses, fittings and appurtenant equipment shall be provided by Supplier and be free of leaks.
f. **Unloading:** Unloading shall be done in accordance with the following:
    i. Shall be done in a safe manner by delivery driver in the presence of a plant operator.
    ii. Appropriate personal protective equipment (PPE) clothing shall be worn, and industry safety practices and procedures followed explicitly at all times.
    iii. Delivery driver must present chemical manifest
    iv. Deliver driver may be required to capture a sample of the product from the delivery tank in order for a plant operator to do a visual inspection.
    v. Delivery driver to be able to provide proof of tank and hose inspections prior to delivery demonstrate that all components are in proper working order.
g. **Refusal of Delivery:** City may refuse delivery of product at no penalty to the City if:
    i. Product does not match the specific gravity.
    ii. If there is debris in the sample from the delivery truck.

iii. Supplier is non compliant with industry standard safety practices and procedures.
iv. Failure of Supplier to wear proper PPE while making chemical transfers. Supplier is to provide their staff with all required PPE.

h. **Pay Quantity of Bulk Product Delivered:** Shall be determined by weighing the tank trailer before and after filling at Supplier's plant on a certified truck scale. Copies of weight master's certificates shall be provided with delivery.

i. **Other:** Agency may require Supplier to furnish an affidavit stating product complies fully with this specification, a certified analysis of the product delivered, and/or the preventative maintenance schedule of delivery truck's unloading compressor.

j. **Deliveries to the following locations as required:**
- City of Oxnard Wastewater Treatment Plant, 6001 Perkins Road, Oxnard, CA
- City of Oxnard Wastewater Treatment Plant Headworks Facility, 5741 Perkins Road, Oxnard, CA
- City of Oxnard Lift Station 6, 4781 W. Wooley Road, Oxnard, CA
- City of Oxnard Advanced Water Purification Facility, 5700 Perkins Road, Oxnard CA,
- City of Oxnard Water Campus, 251 South Hayes Avenue, Oxnard, CA
- City of Oxnard Blending Station No. 3, 1700 Solar Drive Oxnard, CA

2.0 Quantity

Exact quantities may vary from the estimates given, and may be increased or decreased to meet the agency's requirements. No minimum is guaranteed.

3.0 Invoicing

A separate invoice shall be provided for each delivery during contract period.

4.0 Specification

Supplier shall bring apparent error or omissions to City's attention

5.0 Chemical Specification for the following locations:

<u>Advanced Water Purification Facility, located at 5700 Perkins Road, Oxnard, CA 93033.</u>

a) **Citric Acid 50%**: Estimated annual quantity is 22,000 gallons. The citric acid shall be commercial grade, and shall comply with ANSI/AWWA Standard B301- 99, or its latest revision or addenda. Delivery by bulk tank

b) **Sulfuric Acid 98%**: Estimated annual quantity is 124,000 gallons. Sulfuric acid shall meet the specifications of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60) Drinking Water Treatment Chemicals – Health Effects. Delivery by bulk tank.

Wastewater Treatment Plant, located at 6001 Perkins Road, Oxnard, California 93033
Headworks Facility, located at 5741 Perkins Road, Oxnard, California 93033
Lift Station 6, located at 4781 W. Wooley Road, Oxnard, California 93035

a) **Sodium Hydroxide 25%**: Estimated annual quantity is 24,000 gallons. Sodium hydroxide shall comply with ANSI/AWWA Standard B501-98 or most current standard. Delivery by mini-bulk tank.

EXHIBIT B

TRADE SERVICE AGREEMENT
(CITY of Oxnard and PACIFIC STAR CHEMICAL, LLC DBA NORTHSTAR CHEMICAL, INC.)

SCHEDULE OF COMPENSATION

Advanced Water Purification Facility (AWPF)				
Chemical	**Approximate Annual Qty (gallons)**	**Average # of deliveries**	**Average delivery load (gallons)**	**Unit Price per gallon**
Citric Acid, 50%	22,000	5x per year	3,000	$7.25
			9.25% CA Sales Tax	$0.67
			Total	$7.92

Advanced Water Purification Facility (AWPF)				
Chemical	**Approximate Annual Qty (gallons)**	**Average # of deliveries**	**Average delivery load (gallons)**	**Unit Price per gallon**
Sulfuric Acid, 98%	124,000	40x per year	3,100	$2.23
			9.25% CA Sales Tax	$0.21
			Total	$2.44

Oxnard Wastewater Treatment Plant				
Chemical	**Approximate Annual Qty (gallons)**	**Average # of deliveries**	**Average delivery load (gallons)**	**Unit Price per gallon**
Sodium Hydroxide 25%	24,000	2x per month	1,000	$1.95
			9.25% CA Sales Tax	$0.18
			Total	$2.13

EXHIBIT C

TRADE SERVICES AGREEMENT
(CITY of Oxnard and PACIFIC STAR CHEMICAL, LLC DBA NORTHSTAR CHEMICAL, INC.)

INSURANCE REQUIREMENTS

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

[See next pages]

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

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

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

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

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

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

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

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

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

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

4/24

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-I.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

SAMPL

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

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:

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.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

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

☐ 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.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:
Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

EXHIBIT D

TRADE SERVICES AGREEMENT
(CITY of Oxnard and PACIFIC STAR CHEMICAL, LLC DBA NORTHSTAR CHEMICAL, INC.)

LIVING WAGE POLICY

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

A. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2023

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

EXHIBIT E

TRADE SERVICES AGREEMENT
(CITY of Oxnard and PACIFIC STAR CHEMICAL, LLC DBA NORTHSTAR CHEMICAL, INC.)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.

3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.

6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, SERVICE

PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. SERVICE PROVIDER shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

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

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by SERVICE PROVIDER's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. SERVICE PROVIDER shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. SERVICE PROVIDER shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. SERVICE PROVIDER shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

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

EXHIBIT F

TRADE SERVICES AGREEMENT
(CITY of Oxnard and PACIFIC STAR CHEMICAL, LLC DBA NORTHSTAR CHEMICAL, INC.)
IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)

Public Contract Code Sections 2202-2208

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

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

OPTION No.1 – CERTIFICATION

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

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

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_____ in the State of

OPTION No.2 – EXEMPTION

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

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

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_____ in the State of

TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND PENCCO INC., DBA TEXAS PENCCO INC.

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Pencco Inc., DBA Texas Pencco Inc. ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES.

This Agreement is for supply and delivery of ferric chloride 40-46% to the Oxnard Wastewater Treatment Plant (OWTP) and the supply and delivery of ferrous chloride 32% to lift station #6.

2. PARTIES.

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

Pencco Inc. DBA Texas Pencco Inc. ("SERVICE PROVIDER"), a corporation of the State of Texas, located at 831 Bartlett Road, Sealy, TX 77474

3. TERM OF AGREEMENT: From (Date): 7/1/24To (Date): 6/30/25

3.1 Time is of the essence in this Agreement.

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

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

3.4 All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: $7,100,000.00

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

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-I
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: Iran Contracting Certification

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

CITY Designated Representative:
Name: Roberto Fuentes
Title: Wastewater Operations Manager
Phone: (805) 271-2203
Email: Roberto.fuentes@oxnard.org
Mailing Address (if differs from above):
6001 Perkins Road
Oxnard, CA 93033

SERVICE PROVIDER Designated Representative:
Name: Sarah Duffy
Title: Contracts Manager
Phone: (979) 987-7979
Email: sarah@pencco.com
Mailing Address (if differs from above):
PO box 600
San Felipe, TX 77473

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.4 SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as **"**Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

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

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

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

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

10.3 SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of SERVICE PROVIDER for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by CITY for any defect or error in the Services performed by SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

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

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 3.2, then this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 20 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

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

15. LAWFUL PERFORMANCE.

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

SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

17. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

17.6. Disclosure of Information. SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

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

18. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision,

and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 20.

20. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its

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

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

23.3 The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER's

subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:

https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

27. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

28. IRAN CONTRACTING ACT

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

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

29. SUBCONTRACTING.

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

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by SERVICE PROVIDER in preparing its billings to CITY as a condition precedent to any payment to SERVICE PROVIDER; or for other purposes relating to the Agreement. SERVICE PROVIDER will promptly furnish all documents requested by CITY. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit SERVICE PROVIDER for a period of 3 years after final

payment under the Agreement. Regardless of whether a State audit is permitted, SERVICE PROVIDER shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by CITY, whichever occurs later. SERVICE PROVIDER shall maintain all such records in CITY or to promptly reimburse CITY for all reasonable costs incurred in conducting the audit at a location other than in CITY, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. SERVICE PROVIDER shall include a copy of this Section in all contracts with its subcontractors, and SERVICE PROVIDER shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or CITY.

33. ADVERTISING AND PUBLICITY

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

34. NONDISCRIMINATORY EMPLOYMENT.

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

35. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit

imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

☐John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, [2]
Purchasing Manager

PENCCO INC., DBA TEXAS PENCCO INC.

R. L. Horne, CEO Date

Sarah Duffy, Bid Secretary[3] Date

ATTEST:

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

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.

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

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

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

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

EXHIBIT A

TRADE SERVICE AGREEMENT
(CITY of Oxnard and PENCCO INC. DBA TEXAS PENCCO INC.)

SCOPE OF SERVICES

CITY PROJECT MANAGER: Roberto Fuentes / (805) 797-7013 / Roberto.fuentes@oxnard.org

SUPPLIER SPECIFICATIONS & GENERAL REQUIREMENTS

1.0 Delivery

a. **Timing:** Product shall be delivered within 48 hours of agency request. All deliveries shall be made Monday through Friday between 8:00 a.m. and 4:00 p.m.
b. **Delivery vehicles:** Shall be in good condition and operated by Supplier. Truck tractors and tank trailers shall be pneumatic-tired; conform to all applicable State and Federal regulations; and be fully equipped and maintained to safely transport and deliver specified chemical products. Tank trailers shall be specially designed to prevent leakage and resist rupture in the event of a collision, and carry all equipment necessary to respond to an accidental chemical release. Tanker shall be clearly identified and visible with company name.
c. **Delivery Driver:** Shall be trained and experienced in handling specified chemical products, and be specifically trained to stop chemical flow in the event of an emergency. Supplier shall provide evidence of such training and experience upon request.
d. **Posted Speed Limits:** Shall be observed at all times while driving on City property. Supplier shall be completely liable for any damage to property or personnel.
e. **Delivery Equipment:** Shall include an appropriate compression unit and piping to permit safe transfer of the specified chemical product to stationary bulk containers. Hoses, fittings and appurtenant equipment shall be provided by Supplier and be free of leaks.
f. **Unloading:** Unloading shall be done in accordance with the following:
    i. Shall be done in a safe manner by delivery driver in the presence of a plant operator.
    ii. Appropriate personal protective equipment (PPE) clothing shall be worn, and industry safety practices and procedures followed explicitly at all times.
    iii. Delivery driver must present chemical manifest
    iv. Deliver driver may be required to capture a sample of the product from the delivery tank in order for a plant operator to do a visual inspection.
    v. Delivery driver to be able to provide proof of tank and hose inspections prior to delivery demonstrate that all components are in proper working order.
g. **Refusal of Delivery:** City may refuse delivery of product at no penalty to the City if:
    i. Product does not match the specific gravity.
    ii. If there is debris in the sample from the delivery truck.
    iii. Supplier is non compliant with industry standard safety practices and procedures.

iv. Failure of Supplier to wear proper PPE while making chemical transfers. Supplier is to provide their staff with all required PPE.

h. **Pay Quantity of Bulk Product Delivered:** Shall be determined by weighing the tank trailer before and after filling at Supplier's plant on a certified truck scale. Copies of weight master's certificates shall be provided with delivery.

i. **Other:** Agency may require Supplier to furnish an affidavit stating product complies fully with this specification, a certified analysis of the product delivered, and/or the preventative maintenance schedule of delivery truck's unloading compressor.

j. **Deliveries to the following locations as required:**
- City of Oxnard Wastewater Treatment Plant, 6001 Perkins Road, Oxnard, CA
- City of Oxnard Wastewater Treatment Plant Headworks Facility, 5741 Perkins Road, Oxnard, CA
- City of Oxnard Lift Station 6, 4781 W. Wooley Road, Oxnard, CA
- City of Oxnard Advanced Water Purification Facility, 5700 Perkins Road, Oxnard CA,
- City of Oxnard Water Campus, 251 South Hayes Avenue, Oxnard, CA
- City of Oxnard Blending Station No. 3, 1700 Solar Drive Oxnard, CA

2.0 Quantity

Exact quantities may vary from the estimates given, and may be increased or decreased to meet the agency's requirements. No minimum is guaranteed.

3.0 Invoicing

A separate invoice shall be provided for each delivery during contract period.

4.0 Specification

Supplier shall bring apparent error or omissions to City's attention

5.0 Chemical Specification for the following locations:

Wastewater Treatment Plant, located at 6001 Perkins Road, Oxnard, California 93033
Headworks Facility, located at 5741 Perkins Road, Oxnard, California 93033
Lift Station 6, located at 4781 W. Wooley Road, Oxnard, California 93035

a) **Ferric Chloride**: Estimated annual quantity is 312,000 gallons. Solutions should be approximately 40-46% by weight suitable for water treatment. Hydrochloric Acid (HCl) content less than 0.5%. Heavy metal contents less than 200 ppm; Cadmium, chromium (total), cobalt, copper, lead, mercury, silver and zinc. Total metals not to exceed 1,000 ppm. Specific gravity 1.423 at 20˚ F; 1.501 at 4˚C (40-46% by weight). Delivery by bulk tank.

b) **Ferrous Chloride 32%**: Estimated annual quantity 120,000 gallons. Appearance: Clear greenish liquid Odor: Faint hydrochloric acid odor Odor Threshold: pH: <2 Melting Point/Freezing Point: N/A Initial Boiling

Point/Range: 104° C (219° F) Flash Point: N/A Evaporation Rate (BuAc=1): N/A Flammability: N/A Lower/Upper Explosive Limit: N/A Vapor Pressure (mmHg): N/A Vapor Density (Air=1): N/A Specific Gravity @ 20o C: 1.18-1.42 Solubility in Water: Soluble Decomposition Temperature: N/A Density at 25o C (77o F): 9.8-11.8 lbs/gal % Volatiles: N/A Molecular Weight: 126.75 g/mol VOC: N/A

EXHIBIT B

TRADE SERVICE AGREEMENT
(CITY of Oxnard and PENCCO INC. DBA TEXAS PENCCO INC.)

SCHEDULE OF COMPENSATION

Oxnard Wastewater Treatment Plant				
Chemical	**Approximate Annual Qty (gallons)**	**Average # of deliveries**	**Average delivery load (gallons)**	**Unit Price per gallon**
Ferric Chloride 40-46%	312,000	6.5x per month	4,000	$2.57
			9.25% CA Sales Tax	$0.24
			Total	$2.81

Lift Station #6				
Chemical	**Approximate Annual Qty (gallons)**	**Average # of deliveries**	**Average delivery load (gallons)**	**Unit Price per gallon**
Ferrous Chloride 32%	120,000	2.5x per month	4,000	$2.14
			9.25% CA Sales Tax	$0.20
			Total	$2.34

EXHIBIT C

TRADE SERVICES AGREEMENT
(CITY of Oxnard and PENCCO INC. DBA TEXAS PENCCO INC.)

INSURANCE REQUIREMENTS

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

[See next pages]

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

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

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

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

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

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

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

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

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

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

4/24

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-I.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

SAMPL

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

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:

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.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

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

☐ 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.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:
Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

EXHIBIT D

TRADE SERVICES AGREEMENT
(CITY of Oxnard and PENCCO INC. DBA TEXAS PENCCO INC.)

LIVING WAGE POLICY

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

A. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2023

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

EXHIBIT E

TRADE SERVICES AGREEMENT
(CITY of Oxnard and PENCCO INC. DBA TEXAS PENCCO INC.)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.

3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.

6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, SERVICE

PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. SERVICE PROVIDER shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

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

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by SERVICE PROVIDER's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. SERVICE PROVIDER shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. SERVICE PROVIDER shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. SERVICE PROVIDER shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

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

EXHIBIT F

TRADE SERVICES AGREEMENT
(CITY of Oxnard and PENCCO INC. DBA TEXAS PENCCO INC.)
IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)

Public Contract Code Sections 2202-2208

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

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

OPTION No.1 – CERTIFICATION

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

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

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_____ in the State of

OPTION No.2 – EXEMPTION

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

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

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_____ in the State of

TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND KING LEE CHEMICAL COMPANY DBA KING LEE TECHNOLOGIES

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of King Lee Chemical Company DBA King Lee Technologies ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES.

This Agreement is for supply and delivery of antiscalant to the Water Treatment Campus, Blending Station No 3, and the Advanced Water Purification Facility.

2. PARTIES.

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

King Lee Chemical Company DBA King Lee Technologies ("SERVICE PROVIDER"), a corporation of the State of California, located at 8949 Kenamar Drive Suite 107, San Diego CA 92121

3. TERM OF AGREEMENT: From (Date): 7/1/24To (Date): 6/30/25

3.1 Time is of the essence in this Agreement.

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

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

3.4 All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: $1,900,000.

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

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-I
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: Iran Contracting Certification

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

CITY Designated Representative:	SERVICE PROVIDER Designated Representative:
Name: Omar Castro	Name: Rick May
Title: Water Division Manager	Title: Director of Sales
Phone: 805-385-8139	Phone: 858-693-4062
Email: Omar.Castro@oxnard.org	Email: rickmay@kingleetech.com
Mailing Address (if differs from above):	Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.4 SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as **"**Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

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

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

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

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

10.3 SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of SERVICE PROVIDER for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by CITY for any defect or error in the Services performed by SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

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

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 3.2, then this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 20 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

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

15. LAWFUL PERFORMANCE.

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

SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

17. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

17.6. Disclosure of Information. SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

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

18. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision,

and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 20.

20. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its

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

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

23.3 The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER's

subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:

https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

27. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

28. IRAN CONTRACTING ACT

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

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

29. SUBCONTRACTING.

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

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by SERVICE PROVIDER in preparing its billings to CITY as a condition precedent to any payment to SERVICE PROVIDER; or for other purposes relating to the Agreement. SERVICE PROVIDER will promptly furnish all documents requested by CITY. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit SERVICE PROVIDER for a period of 3 years after final

payment under the Agreement. Regardless of whether a State audit is permitted, SERVICE PROVIDER shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by CITY, whichever occurs later. SERVICE PROVIDER shall maintain all such records in CITY or to promptly reimburse CITY for all reasonable costs incurred in conducting the audit at a location other than in CITY, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. SERVICE PROVIDER shall include a copy of this Section in all contracts with its subcontractors, and SERVICE PROVIDER shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or CITY.

33. ADVERTISING AND PUBLICITY

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

34. NONDISCRIMINATORY EMPLOYMENT.

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

35. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached

and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

☒John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, [2]
Purchasing Manager

ATTEST:

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

APPROVED AS TO FORM:

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

KING LEE CHEMICAL COMPANY DBA KING LEE TECHNOLOGIES

Craig Netwig, President Date

Debra Barkley, Secretary[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.

EXHIBIT A

TRADE SERVICE AGREEMENT
(CITY of Oxnard and King Lee Chemical Company DBA King Lee Technologies)

SCOPE OF SERVICES

City Project Managers:
Water Campus and Blending Station No. 3: Chris Peyton 805-385-8111 Chris.Peyton@oxnard.org
Advanced Water Purification Facility: Mike Love 805-385-8342 Mike.Love@oxnard.org

SUPPLIER SPECIFICATIONS & GENERAL REQUIREMENTS

1.0 Delivery

a. **Timing:** Product shall be delivered within 48 hours of agency request. All deliveries shall be made Monday through Friday between 8:00 a.m. and 4:00 p.m.
b. **Delivery vehicles:** Shall be in good condition and operated by Supplier. Truck tractors and tank trailers shall be pneumatic-tired; conform to all applicable State and Federal regulations; and be fully equipped and maintained to safely transport and deliver specified chemical products. Tank trailers shall be specially designed to prevent leakage and resist rupture in the event of a collision, and carry all equipment necessary to respond to an accidental chemical release. Tanker shall be clearly identified and visible with company name.
c. **Delivery Driver:** Shall be trained and experienced in handling specified chemical products, and be specifically trained to stop chemical flow in the event of an emergency. Supplier shall provide evidence of such training and experience upon request.
d. **Posted Speed Limits:** Shall be observed at all times while driving on City property. Supplier shall be completely liable for any damage to property or personnel.
e. **Delivery Equipment:** Shall include an appropriate compression unit and piping to permit safe transfer of the specified chemical product to stationary bulk containers. Hoses, fittings and appurtenant equipment shall be provided by Supplier and be free of leaks.
f. **Unloading:** Unloading shall be done in accordance with the following:
    i. Shall be done in a safe manner by delivery driver in the presence of a plant operator.
    ii. Appropriate personal protective equipment (PPE) clothing shall be worn, and industry safety practices and procedures followed explicitly at all times.
    iii. Delivery driver must present chemical manifest
    iv. Deliver driver may be required to capture a sample of the product from the delivery tank in order for a plant operator to do a visual inspection.
    v. Delivery driver to be able to provide proof of tank and hose inspections prior to delivery demonstrate that all components are in proper working order.
g. **Refusal of Delivery:** City may refuse delivery of product at no penalty to the City if:
    i. Product does not match the specific gravity.
    ii. If there is debris in the sample from the delivery truck.

iii. Supplier is non compliant with industry standard safety practices and procedures.
iv. Failure of Supplier to wear proper PPE while making chemical transfers. Supplier is to provide their staff with all required PPE.

h. **Pay Quantity of Bulk Product Delivered:** Shall be determined by weighing the tank trailer before and after filling at Supplier's plant on a certified truck scale. Copies of weight master's certificates shall be provided with delivery.

i. **Other:** Agency may require Supplier to furnish an affidavit stating product complies fully with this specification, a certified analysis of the product delivered, and/or the preventative maintenance schedule of delivery truck's unloading compressor.

j. **Deliveries to the following locations as required:**
● City of Oxnard Wastewater Treatment Plant, 6001 Perkins Road, Oxnard, CA
● City of Oxnard Wastewater Treatment Plant Headworks Facility, 5741 Perkins Road, Oxnard, CA
● City of Oxnard Lift Station 6, 4781 W. Wooley Road, Oxnard, CA
● City of Oxnard Advanced Water Purification Facility, 5700 Perkins Road, Oxnard CA,
● City of Oxnard Water Campus, 251 South Hayes Avenue, Oxnard, CA
● City of Oxnard Blending Station No. 3, 1700 Solar Drive Oxnard, CA

2.0 Quantity

Exact quantities may vary from the estimates given, and may be increased or decreased to meet the agency's requirements. No minimum is guaranteed.

3.0 Invoicing

A separate invoice shall be provided for each delivery during contract period.

4.0 Specification

Supplier shall bring apparent error or omissions to City's attention

5.0 Chemical Specification for the following locations:

Water Campus located at 251 South Hayes Avenue
Blending Station No. 3, located at 1700 Solar Drive, Oxnard, California 93030

a) **Aqueous Ammonia 19%**: Estimated annual quantity is 9,600 gallons. Solution should be approximately 19% (NH4OH) by weight available, suitable for potable water treatment (NSF approved).

b) **Sodium Hypochlorite (Bleach) 12.5%**: Estimated annual quantity is 50,000 gallons. Solution should be approximately 12.5% by weight (NaOCl), suitable for potable water treatment (NSF approved).

c) **Antiscalant**: Estimated Annual quantity is 5,200 gallons. The antiscalant must be effective and specially formulated for feed water with the highest levels of metal oxides, silica, and scale-forming minerals. The antiscalant must be effective over a wide range of concentrations, and will not flocculate dissolved

polymers such as residual coagulants or iron or aluminum-rich silica. The antiscalant must inhibit the polymerizations of reactive silica, and disperse colloidal (non-reactive) silica.

d) **Sodium Hydroxide (Caustic Soda) 25%**: Estimated annual quantity is 79,000 gallons. Solution should be approximately 25% (NaOH), suitable for potable water treatment (NSF approved).

Advanced Water Purification Facility, located at 5700 Perkins Road, Oxnard, CA 93033.

a) **Citric Acid 50%**: Estimated annual quantity is 22,000 gallons. The citric acid shall be commercial grade, and shall comply with ANSI/AWWA Standard B301- 99, or its latest revision or addenda. Delivery by bulk tank
b) **Hydrogen Peroxide 35%**: Estimated annual quantity is 40,000 gallons. Solution shall be suitable for water treatment. Product shall be NSF approved for drinking water applications and meet NSF/ANSI Standard 60 Drinking Water Additives – Health Effects. Delivery by bulk tank.
c) **Sodium Bisulfite 38%**: Estimated annual quantity is 25,000 gallons. Solution shall meet a molecular weight of 104.06, density of g/ml (60° F) - 1.17-1.20, pH of 4.5-5.5, and technical grade solution that shall be suitable for water treatment. Delivery by bulk tank.
d) **Sodium Hydroxide 25%**: Estimated annual quantity is 15,000 gallons. Solution shall be suitable for water treatment. Sodium hydroxide shall comply with ANSI/AWWA Standard B501-98 or most current standard. Delivery by bulk tank.
e) **Sodium Hypochlorite 12.5%**: Estimated annual quantity is 65,000 gallons. Solution should be approximately 12.5wt% available NaOCl, suitable for water treatment. Delivery by bulk tank.
f) **Sulfuric Acid 98%**: Estimated annual quantity is 124,000 gallons. Sulfuric acid shall meet the specifications of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60) Drinking Water Treatment Chemicals – Health Effects. Delivery by bulk tank.
g) **Antiscalant**: Estimated annual quantity 20,000 gallons. Product must meet ANSI/NSF Standard 60 for production of drinking water with RO. Antiscalant shall control all scale, reactive silica, iron, and aluminum without acidification. Antiscalant shall contain no polymers or other components that may deposit on the membrane surface. Recovery range is 75% to 85%. Delivery by mini-bulk tank.
h) **Liquid Lime**: Estimated annual quantity 140,000 gallons. Product must meet ANSI/NSF Standard 60 for production of drinking water with RO.

Wastewater Treatment Plant, located at 6001 Perkins Road, Oxnard, California 93033

Headworks Facility, located at 5741 Perkins Road, Oxnard, California 93033
Lift Station 6, located at 4781 W. Wooley Road, Oxnard, California 93035

a) **Ferric Chloride**: Estimated annual quantity is 312,000 gallons. Solutions should be approximately 40-46% by weight suitable for water treatment. Hydrochloric Acid (HCl) content less than 0.5%. Heavy metal contents less than 200 ppm; Cadmium, chromium (total), cobalt, copper, lead, mercury, silver and zinc. Total metals not to exceed 1,000 ppm. Specific gravity 1.423 at 20˚ F; 1.501 at 4˚C (40-46% by weight). Delivery by bulk tank.
b) **Sodium Bisulfite 25%**: Estimated annual quantity is 27,600 gallons. Solution shall meet a molecular weight of 104.06, density of g/ml (60˚ F) – 1.17-1.20, pH of 4.5-5.5, and technical grade of solutions that shall be suitable for water treatment. Delivery by bulk tank.
c) **Sodium Hydroxide 25%**: Estimated annual quantity is 24,000 gallons. Sodium hydroxide shall comply with ANSI/AWWA Standard B501-98 or most current standard. Delivery by mini-bulk tank.
d) **Sodium Hypochlorite 12.5%**: Estimated annual quantity is 240,000 gallons. Solution should be approximately 12.5 wt% available NaOCl, suitable for water treatment. Delivery by bulk tank.
e) **Ferrous Chloride 32%**: Estimated annual quantity 120,000 gallons. Appearance: Clear greenish liquid Odor: Faint hydrochloric acid odor Odor Threshold: pH: <2 Melting Point/Freezing Point: N/A Initial Boiling Point/Range: 104° C (219° F) Flash Point: N/A Evaporation Rate (BuAc=1): N/A Flammability: N/A Lower/Upper Explosive Limit: N/A Vapor Pressure (mmHg): N/A Vapor Density (Air=1): N/A Specific Gravity @ 20o C: 1.18-1.42 Solubility in Water: Soluble Decomposition Temperature: N/A Density at 25o C (77o F): 9.8-11.8 lbs/gal % Volatiles: N/A Molecular Weight: 126.75 g/mol VOC: N/A

EXHIBIT B

TRADE SERVICE AGREEMENT
(CITY of Oxnard and King Lee Chemical Company DBA King Lee Technologies)

SCHEDULE OF COMPENSATION

Water Campus & Blending Station No. 3				
Chemical	**Approximate Annual Qty (gallons)**	**Average # of deliveries**	**Average delivery load (gallons)**	**Unit Price per gallon**
Antiscalant ("Pretreat Plus -0400 or equal)	5,200	2-4x per year	1,000	$11.98

Advanced Water Purification Facility (AWPF)				
Chemical	**Approximate Annual Qty (gallons)**	**Average # of deliveries**	**Average delivery load (gallons)**	**Unit Price per gallon**
Antiscalant ("Pretreat Plus -0400 or equal)	20,000	7x per year	3,000	$11.98

EXHIBIT C

TRADE SERVICES AGREEMENT
(CITY of Oxnard and King Lee Chemical Company DBA King Lee Technologies)

INSURANCE REQUIREMENTS

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

[See next pages]

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

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

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

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

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

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

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

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

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

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

4/24

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-I.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

SAMPL

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

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:

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.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 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 _____

SUBMIT IN DUPLICATE

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
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

☐ 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.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:
Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

EXHIBIT D

TRADE SERVICES AGREEMENT
(CITY of Oxnard and King Lee Chemical Company DBA King Lee Technologies)

LIVING WAGE POLICY

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

A. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

EXHIBIT E

TRADE SERVICES AGREEMENT
(CITY of Oxnard and King Lee Chemical Company DBA King Lee Technologies)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.

3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.

6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, SERVICE PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it

becomes debarred or suspended in the Agreement Term, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. SERVICE PROVIDER shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

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

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by SERVICE PROVIDER's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. SERVICE PROVIDER shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. SERVICE PROVIDER shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. SERVICE PROVIDER shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, SERVICE PROVIDER shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in

connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of SERVICE PROVIDER under this Section shall survive Agreement termination.

EXHIBIT F

TRADE SERVICES AGREEMENT
(CITY of Oxnard and King Lee Chemical Company DBA King Lee Technologies)
IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)

Public Contract Code Sections 2202-2208

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

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

OPTION No.1 – CERTIFICATION

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

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

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_____ in the State of

OPTION No.2 – EXEMPTION

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

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

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_____ in the State of

TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND MILES CHEMICAL COMPANY DBA AQUAPULSE CHEMICALS LLC

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Aquapulse Chemicals LLC ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES.

This Agreement is for supply and delivery of Hydrogen Peroxide 35% at the Advanced Water Purification Facility.

2. PARTIES.

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

Miles Chemicals Company DBA Aquapulse Chemicals LLC ("SERVICE PROVIDER"), a corporation/LLC/LLP of the State of California, located at 1230 E 5th Street Oxnard CA 93030

3. TERM OF AGREEMENT: From (Date): 7/1/24To (Date): 6/30/25

3.1 Time is of the essence in this Agreement.

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

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

3.4 All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: $900,000.

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

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-I
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

CITY Designated Representative:	SERVICE PROVIDER Designated Representative:
Name: Omar Castro	Name: Marc Capiral
Title: Water Division Manager	Title: Operations Manager
Phone: 805-385-8139	Phone: 818-631-1829
Email: Omar.Castro@oxnard.org	Email: mcapiral@aquapulsechemicals.com
Mailing Address (if differs from above):	Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.4 SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as **"**Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

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

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the

SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

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

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

10.3 SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of SERVICE PROVIDER for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by CITY for any defect or error in the Services performed by SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

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

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 3.2, then this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 20 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

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

15. LAWFUL PERFORMANCE.

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

17. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon

completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

17.6. Disclosure of Information. SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

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

18. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement

without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 20.

20. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

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

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

23.3 The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted

against CITY by reason of the independent contractor relationship created by this Agreement. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to: https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

27. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

28. [RESERVED]

29. SUBCONTRACTING.

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

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. AUDIT.

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

33. ADVERTISING AND PUBLICITY

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

34. NONDISCRIMINATORY EMPLOYMENT.

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

35. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied

covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

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

ATTEST:

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

APPROVED AS TO FORM:

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

AQUAPULSE CHEMICALS LLC

Anthony Miles, President Date

Tony Rossi, CFO[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.

EXHIBIT A

TRADE SERVICE AGREEMENT
(CITY of Oxnard and AQUAPULSE CHEMICALS LLC)

SCOPE OF SERVICES

City Project Manager: Advanced Water Purification Facility: Mike Love 805-385-8342 Mike.Love@oxnard.org

SUPPLIER SPECIFICATIONS & GENERAL REQUIREMENTS

1.0 Delivery

a. **Timing:** Product shall be delivered within 48 hours of agency request. All deliveries shall be made Monday through Friday between 8:00 a.m. and 4:00 p.m.
b. **Delivery vehicles:** Shall be in good condition and operated by Supplier. Truck tractors and tank trailers shall be pneumatic-tired; conform to all applicable State and Federal regulations; and be fully equipped and maintained to safely transport and deliver specified chemical products. Tank trailers shall be specially designed to prevent leakage and resist rupture in the event of a collision, and carry all equipment necessary to respond to an accidental chemical release. Tanker shall be clearly identified and visible with company name.
c. **Delivery Driver:** Shall be trained and experienced in handling specified chemical products, and be specifically trained to stop chemical flow in the event of an emergency. Supplier shall provide evidence of such training and experience upon request.
d. **Posted Speed Limits:** Shall be observed at all times while driving on City property. Supplier shall be completely liable for any damage to property or personnel.
e. **Delivery Equipment:** Shall include an appropriate compression unit and piping to permit safe transfer of the specified chemical product to stationary bulk containers. Hoses, fittings and appurtenant equipment shall be provided by Supplier and be free of leaks.
f. **Unloading:** Unloading shall be done in accordance with the following:
    i. Shall be done in a safe manner by delivery driver in the presence of a plant operator.
    ii. Appropriate personal protective equipment (PPE) clothing shall be worn, and industry safety practices and procedures followed explicitly at all times.
    iii. Delivery driver must present chemical manifest
    iv. Deliver driver may be required to capture a sample of the product from the delivery tank in order for a plant operator to do a visual inspection.
    v. Delivery driver to be able to provide proof of tank and hose inspections prior to delivery demonstrate that all components are in proper working order.
g. **Refusal of Delivery:** City may refuse delivery of product at no penalty to the City if:
    i. Product does not match the specific gravity.
    ii. If there is debris in the sample from the delivery truck.

iii. Supplier is non compliant with industry standard safety practices and procedures.
iv. Failure of Supplier to wear proper PPE while making chemical transfers. Supplier is to provide their staff with all required PPE.

h. **Pay Quantity of Bulk Product Delivered:** Shall be determined by weighing the tank trailer before and after filling at Supplier's plant on a certified truck scale. Copies of weight master's certificates shall be provided with delivery.

i. **Other:** Agency may require Supplier to furnish an affidavit stating product complies fully with this specification, a certified analysis of the product delivered, and/or the preventative maintenance schedule of delivery truck's unloading compressor.

j. **Deliveries to the following locations as required:**
● City of Oxnard Advanced Water Purification Facility, 5700 Perkins Road, Oxnard CA,

2.0 Quantity

Exact quantities may vary from the estimates given, and may be increased or decreased to meet the agency's requirements. No minimum is guaranteed.

3.0 Invoicing

A separate invoice shall be provided for each delivery during contract period.

4.0 Specification

Supplier shall bring apparent error or omissions to City's attention

5.0 Chemical Specification for the following locations:

<u>Advanced Water Purification Facility, located at 5700 Perkins Road, Oxnard, CA 93033.</u>

a) **Hydrogen Peroxide 35%**: Estimated annual quantity is 40,000 gallons. Solution shall be suitable for water treatment. Product shall be NSF approved for drinking water applications and meet NSF/ANSI Standard 60 Drinking Water Additives – Health Effects. Delivery by bulk tank.

EXHIBIT B

TRADE SERVICE AGREEMENT
(CITY of Oxnard and AQUAPULSE CHEMICALS LLC)

SCHEDULE OF COMPENSATION

Advanced Water Purification Facility (AWPF)				
Chemical	**Approximate Annual Qty (gallons)**	**Average # of deliveries**	**Average delivery load (gallons)**	**Unit Price per gallon**
Hydrogen Peroxide, 35%	40,000	13 x per year	3,100	$ 3.85

EXHIBIT C

TRADE SERVICES AGREEMENT
(CITY of Oxnard and AQUAPULSE CHEMICALS LLC)

INSURANCE REQUIREMENTS

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

[See next pages]

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

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

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

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

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

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

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

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

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

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

4/24

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-I.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

SAMPL

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

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:

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.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 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 _____

SUBMIT IN DUPLICATE

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
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

☐ 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.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:
Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

EXHIBIT D

TRADE SERVICES AGREEMENT
(CITY of Oxnard and AQUAPULSE CHEMICALS LLC)

LIVING WAGE POLICY

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

A. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2023

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

EXHIBIT E

TRADE SERVICES AGREEMENT
(CITY of Oxnard and AQUAPULSE CHEMICALS LLC)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.

3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.

6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, SERVICE PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. SERVICE PROVIDER shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

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

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by SERVICE PROVIDER's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. SERVICE PROVIDER shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. SERVICE PROVIDER shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. SERVICE PROVIDER shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, SERVICE PROVIDER shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages,

compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of SERVICE PROVIDER under this Section shall survive Agreement termination.

TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND HILL BROTHERS CHEMICAL COMPANY

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Hill Brothers Chemical Company ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES.

This Agreement is for supply and delivery of 19% Aqueous Ammonia to the Water Treatment Campus located at 251 South Hayes Ave and Blending Station No. 3 located at 1700 Solar Drive, Oxnard California.

2. PARTIES.

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

Hill Brothers Chemical Company ("SERVICE PROVIDER"), a corporation of the State of California, located at 3000 E Birch Street, Suite 108, Brea California 92821

3. TERM OF AGREEMENT: From (Date): 7/1/24To (Date): 6/30/25

3.1 Time is of the essence in this Agreement.

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

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

3.4 All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: $150,000.

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

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-I
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

CITY Designated Representative:	SERVICE PROVIDER Designated Representative:
Name: Omar Castro	Name: Luis Cervantes, III
Title: Water Division Manager	Title: District Representative
Phone: 805-385-8139	Phone: 714-323-4526
Email: Omar.Castro@oxnard.org	Email: luis@hillbrothers.com
Mailing Address (if differs from above):	Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.4 SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as **"**Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

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

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

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

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

10.3 SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of SERVICE PROVIDER for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by CITY for any defect or error in the Services performed by SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

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

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 3.2, then this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 20 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

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

15. LAWFUL PERFORMANCE.

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

SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

17. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

17.6. Disclosure of Information. SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

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

18. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision,

and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 20.

20. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its

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

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

23.3 The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER's

subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:

https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

27. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

28. [RESERVED]

29. SUBCONTRACTING.

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

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and

conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. AUDIT.

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

33. ADVERTISING AND PUBLICITY

SERVICE PROVIDER shall not use the name of or refer to CITY directly or indirectly in any advertisement, news release, or professional or trade publication without

prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

34. NONDISCRIMINATORY EMPLOYMENT.

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

35. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

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

ATTEST:

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

APPROVED AS TO FORM:

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

HILL BROTHERS CHEMICAL COMPANY

Thomas James, CFO Date

Patricia Santana, Secretary[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.

EXHIBIT A

TRADE SERVICE AGREEMENT
(CITY of Oxnard and Hill Brothers Chemical Company)

SCOPE OF SERVICES

City Project Manager: Chris Peyton 805-385-8111 Chris.Peyton@oxnard.org

SUPPLIER SPECIFICATIONS & GENERAL REQUIREMENTS

1.0 Delivery

a. **Timing:** Product shall be delivered within 48 hours of agency request. All deliveries shall be made Monday through Friday between 8:00 a.m. and 4:00 p.m.
b. **Delivery vehicles:** Shall be in good condition and operated by Supplier. Truck tractors and tank trailers shall be pneumatic-tired; conform to all applicable State and Federal regulations; and be fully equipped and maintained to safely transport and deliver specified chemical products. Tank trailers shall be specially designed to prevent leakage and resist rupture in the event of a collision, and carry all equipment necessary to respond to an accidental chemical release. Tanker shall be clearly identified and visible with company name.
c. **Delivery Driver:** Shall be trained and experienced in handling specified chemical products, and be specifically trained to stop chemical flow in the event of an emergency. Supplier shall provide evidence of such training and experience upon request.
d. **Posted Speed Limits:** Shall be observed at all times while driving on City property. Supplier shall be completely liable for any damage to property or personnel.
e. **Delivery Equipment:** Shall include an appropriate compression unit and piping to permit safe transfer of the specified chemical product to stationary bulk containers. Hoses, fittings and appurtenant equipment shall be provided by Supplier and be free of leaks.
f. **Unloading:** Unloading shall be done in accordance with the following:
    i. Shall be done in a safe manner by delivery driver in the presence of a plant operator.
    ii. Appropriate personal protective equipment (PPE) clothing shall be worn, and industry safety practices and procedures followed explicitly at all times.
    iii. Delivery driver must present chemical manifest
    iv. Deliver driver may be required to capture a sample of the product from the delivery tank in order for a plant operator to do a visual inspection.
    v. Delivery driver to be able to provide proof of tank and hose inspections prior to delivery demonstrate that all components are in proper working order.

g. **Refusal of Delivery:** City may refuse delivery of product at no penalty to the City if:
   i. Product does not match the specific gravity.
   ii. If there is debris in the sample from the delivery truck.
   iii. Supplier is non compliant with industry standard safety practices and procedures.
   iv. Failure of Supplier to wear proper PPE while making chemical transfers. Supplier is to provide their staff with all required PPE.

h. **Pay Quantity of Bulk Product Delivered:** Shall be determined by weighing the tank trailer before and after filling at Supplier's plant on a certified truck scale. Copies of weight master's certificates shall be provided with delivery.

i. **Other:** Agency may require Supplier to furnish an affidavit stating product complies fully with this specification, a certified analysis of the product delivered, and/or the preventative maintenance schedule of delivery truck's unloading compressor.

j. **Deliveries to the following locations as required:**
   - City of Oxnard Water Campus, 251 South Hayes Avenue, Oxnard, CA
   - City of Oxnard Blending Station No. 3, 1700 Solar Drive Oxnard, CA

2.0 Quantity

Exact quantities may vary from the estimates given, and may be increased or decreased to meet the agency's requirements. No minimum is guaranteed.

3.0 Invoicing

A separate invoice shall be provided for each delivery during contract period.

4.0 Specification

Supplier shall bring apparent error or omissions to City's attention

5.0 Chemical Specification for the following locations:

Water Campus located at 251 South Hayes Avenue
Blending Station No. 3, located at 1700 Solar Drive, Oxnard, California 93030

a) **Aqueous Ammonia 19%**: Estimated annual quantity is 9,600 gallons. Solution should be approximately 19% (NH_4OH) by weight available, suitable for potable water treatment (NSF approved).

EXHIBIT B

TRADE SERVICE AGREEMENT
(CITY of Oxnard and Hill Brothers Chemical Company)

SCHEDULE OF COMPENSATION

Utility Chemicals Cost Proposal				
Water Campus & Blending Station No. 3				
Chemical	**Approximate Annual Qty (gallons)**	**Average # of deliveries**	**Average delivery load (gallons)**	**Unit Price per gallon**
Aqueous Ammonia 19%	9,600	1x per month	2,000	$2.54

EXHIBIT C

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Hill Brothers Chemical Company)

INSURANCE REQUIREMENTS

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

[See next pages]

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

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

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

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

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

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

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

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

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

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

4/24

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-I.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

SAMPL

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

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:

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.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 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 _____

SUBMIT IN DUPLICATE

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
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

☐ 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.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:
Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

EXHIBIT D

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Hill Brothers Chemical Company)

LIVING WAGE POLICY

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

A. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

EXHIBIT E

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Hill Brothers Chemical Company)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.

3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.

6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, SERVICE PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it

becomes debarred or suspended in the Agreement Term, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. SERVICE PROVIDER shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

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

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by SERVICE PROVIDER's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. SERVICE PROVIDER shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. SERVICE PROVIDER shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. SERVICE PROVIDER shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, SERVICE PROVIDER shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in

connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of SERVICE PROVIDER under this Section shall survive Agreement termination.

EXHIBIT F

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Hill Brothers Chemical Company)
IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)

Public Contract Code Sections 2202-2208

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

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

OPTION No.1 – CERTIFICATION

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

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

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_____ in the State of

OPTION No.2 – EXEMPTION

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

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

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_____ in the State of

TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND UNIVAR SOLUTIONS USA LLC

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Univar Solutions USA LLC ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES.

This Agreement is for supply and delivery of Sodium Hydroxide 25% (Caustic Soda) to the Water Campus and the Advanced Water Purification as well as the supply and delivery of Liquid Lime to the Advanced Water Purification Facility.

2. PARTIES.

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

Univar Solutions USA ("SERVICE PROVIDER"), LLC of the State of Delaware, located at 8201 S. 212th, Kent WA 98032

3. TERM OF AGREEMENT: From (Date): 7/1/24To (Date): 6/30/25

3.1 Time is of the essence in this Agreement.

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

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

3.4 All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: $2,300,000.

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

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-I
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: Iran Contracting Certification

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

CITY Designated Representative:
Name: Omar Castro
Title: Water Division Manager
Phone: 805-385-8139
Email: Omar.Castro@oxnard.org
Mailing Address (if differs from above):

SERVICE PROVIDER Designated Representative:
Name: Brent Swanson
Title: Sales Account Manager
Phone: 323-303-7088
Email: Brent.Swanson@univarsolutions.com
Mailing Address (if differs from above):
2600 S. Garfield Ave, Commerce CA 90040

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.4 SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as **"**Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

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

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

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

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

10.3 SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of SERVICE PROVIDER for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by CITY for any defect or error in the Services performed by SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

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

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 3.2, then this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 20 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

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

15. LAWFUL PERFORMANCE.

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

SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

17. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

17.6. Disclosure of Information. SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

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

18. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision,

and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 20.

20. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its

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

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

23.3 The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER's

subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:

https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

27. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

28. IRAN CONTRACTING ACT

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

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

29. SUBCONTRACTING.

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

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by SERVICE PROVIDER in preparing its billings to CITY as a condition precedent to any payment to SERVICE PROVIDER; or for other purposes relating to the Agreement. SERVICE PROVIDER will promptly furnish all documents requested by CITY. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit SERVICE PROVIDER for a period of 3 years after final

payment under the Agreement. Regardless of whether a State audit is permitted, SERVICE PROVIDER shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by CITY, whichever occurs later. SERVICE PROVIDER shall maintain all such records in CITY or to promptly reimburse CITY for all reasonable costs incurred in conducting the audit at a location other than in CITY, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. SERVICE PROVIDER shall include a copy of this Section in all contracts with its subcontractors, and SERVICE PROVIDER shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or CITY.

33. ADVERTISING AND PUBLICITY

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

34. NONDISCRIMINATORY EMPLOYMENT.

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

35. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached

and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

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

ATTEST:

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

APPROVED AS TO FORM:

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

UNIVAR SOLUTIONS USA LLC

Joe Serna, Vice President Date

Bill Jones, Vice President[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.

EXHIBIT A

TRADE SERVICE AGREEMENT
(CITY of Oxnard and Univar Solutions USA LLC)

SCOPE OF SERVICES

City Project Managers:
Water Campus and Blending Station No. 3: Chris Peyton 805-385-8111 Chris.Peyton@oxnard.org
Advanced Water Purification Facility: Mike Love 805-385-8342 Mike.Love@oxnard.org

SUPPLIER SPECIFICATIONS & GENERAL REQUIREMENTS

1.0 Delivery

a. **Timing:** Product shall be delivered within 48 hours of agency request. All deliveries shall be made Monday through Friday between 8:00 a.m. and 4:00 p.m.
b. **Delivery vehicles:** Shall be in good condition and operated by Supplier. Truck tractors and tank trailers shall be pneumatic-tired; conform to all applicable State and Federal regulations; and be fully equipped and maintained to safely transport and deliver specified chemical products. Tank trailers shall be specially designed to prevent leakage and resist rupture in the event of a collision, and carry all equipment necessary to respond to an accidental chemical release. Tanker shall be clearly identified and visible with company name.
c. **Delivery Driver:** Shall be trained and experienced in handling specified chemical products, and be specifically trained to stop chemical flow in the event of an emergency. Supplier shall provide evidence of such training and experience upon request.
d. **Posted Speed Limits:** Shall be observed at all times while driving on City property. Supplier shall be completely liable for any damage to property or personnel.
e. **Delivery Equipment:** Shall include an appropriate compression unit and piping to permit safe transfer of the specified chemical product to stationary bulk containers. Hoses, fittings and appurtenant equipment shall be provided by Supplier and be free of leaks.
f. **Unloading:** Unloading shall be done in accordance with the following:
    i. Shall be done in a safe manner by delivery driver in the presence of a plant operator.
    ii. Appropriate personal protective equipment (PPE) clothing shall be worn, and industry safety practices and procedures followed explicitly at all times.
    iii. Delivery driver must present chemical manifest
    iv. Deliver driver may be required to capture a sample of the product from the delivery tank in order for a plant operator to do a visual inspection.

v. Delivery driver to be able to provide proof of tank and hose inspections prior to delivery demonstrate that all components are in proper working order.

g. **Refusal of Delivery:** City may refuse delivery of product at no penalty to the City if:
   i. Product does not match the specific gravity.
   ii. If there is debris in the sample from the delivery truck.
   iii. Supplier is non compliant with industry standard safety practices and procedures.
   iv. Failure of Supplier to wear proper PPE while making chemical transfers. Supplier is to provide their staff with all required PPE.

h. **Pay Quantity of Bulk Product Delivered:** Shall be determined by weighing the tank trailer before and after filling at Supplier's plant on a certified truck scale. Copies of weight master's certificates shall be provided with delivery.

i. **Other:** Agency may require Supplier to furnish an affidavit stating product complies fully with this specification, a certified analysis of the product delivered, and/or the preventative maintenance schedule of delivery truck's unloading compressor.

j. **Deliveries to the following locations as required:**
   ● City of Oxnard Advanced Water Purification Facility, 5700 Perkins Road, Oxnard CA,
   ● City of Oxnard Water Campus, 251 South Hayes Avenue, Oxnard, CA
   ● City of Oxnard Blending Station No. 3, 1700 Solar Drive Oxnard, CA

2.0 Quantity

Exact quantities may vary from the estimates given, and may be increased or decreased to meet the agency's requirements. No minimum is guaranteed.

3.0 Invoicing

A separate invoice shall be provided for each delivery during contract period.

4.0 Specification

Supplier shall bring apparent error or omissions to City's attention

5.0 Chemical Specification for the following locations:

Water Campus located at 251 South Hayes Avenue
Blending Station No. 3, located at 1700 Solar Drive, Oxnard, California 93030

a) **Sodium Hydroxide (Caustic Soda) 25%**: Estimated annual quantity is 79,000 gallons. Solution should be approximately 25% (NaOH), suitable for potable water treatment (NSF approved).

Advanced Water Purification Facility, located at 5700 Perkins Road, Oxnard, CA 93033.

a) **Sodium Hydroxide 25%**: Estimated annual quantity is 15,000 gallons. Solution shall be suitable for water treatment. Sodium hydroxide shall comply with ANSI/AWWA Standard B501-98 or most current standard. Delivery by bulk tank.
b) **Liquid Lime**: Estimated annual quantity 140,000 gallons. Product must meet ANSI/NSF Standard 60 for production of drinking water with RO.

EXHIBIT B

TRADE SERVICE AGREEMENT
(CITY of Oxnard and Univar Solutions USA LLC)

SCHEDULE OF COMPENSATION

Water Campus & Blending Station No. 3				
Chemical	**Approximate Annual Qty (gallons)**	**Average # of deliveries**	**Average delivery load (gallons)**	**Unit Price per gallon**
Sodium Hydroxide (Caustic Soda) 25%	79,000	2x per month	4,000	$1.0765

Advanced Water Purification Facility (AWPF)				
Chemical	**Approximate Annual Qty (gallons)**	**Average # of deliveries**	**Average delivery load (gallons)**	**Unit Price per gallon**
Sodium Hydroxide 25%	15,000	1x per year	3,000	$1.7065
Liquid Lime, Neutralac SLS45	140,000	13 x per year	3,900	$ 2.02

EXHIBIT C

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Univar Solutions USA LLC)

INSURANCE REQUIREMENTS

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

[See next pages]

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

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

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

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

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

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

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

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

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

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

4/24

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-I.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

SAMPL

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

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:

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.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 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 _____

SUBMIT IN DUPLICATE

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
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

☐ 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.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:
Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

EXHIBIT D

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Univar Solutions USA LLC)

LIVING WAGE POLICY

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

A. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

EFFECTIVE JULY 1, 2023

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

EXHIBIT E

TRADE SERVICES AGREEMENT

(CITY of Oxnard and Univar Solutions USA LLC)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.

3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.

6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, SERVICE PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it

becomes debarred or suspended in the Agreement Term, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. SERVICE PROVIDER shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

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

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by SERVICE PROVIDER's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. SERVICE PROVIDER shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. SERVICE PROVIDER shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. SERVICE PROVIDER shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, SERVICE PROVIDER shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in

connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of SERVICE PROVIDER under this Section shall survive Agreement termination.

EXHIBIT F

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Univar Solutions USA LLC)
IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)

Public Contract Code Sections 2202-2208

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

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

OPTION No.1 – CERTIFICATION

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

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

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_____ in the State of

OPTION No.2 – EXEMPTION

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

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

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_____ in the State of

Agreements for the Supply and Delivery of Chemicals to Water, Wastewater, and Recycled Water Facilities

Public Works and Transportation Committee, May 14, 2024
City Council, June 4, 2024

Tim Beaman, PE
Interim Assistant Director of Public Works

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the following Agreements for the supply and delivery of chemicals to Water, Wastewater, and Recycled Water Facilities, each with the initial agreement term ending June 30, 2025, after which each Agreement may be extended for four additional one-year terms with a fully extended final term ending on June 30, 2029:

1. Agreement 32500003 with JCI Jones Chemicals Inc., in the amount not to exceed $4,525,000, for the supply and delivery of Sodium Hypochlorite and Sodium Bisulfite;

2. Agreement 32500004 with Northstar Chemical, in the amount not to exceed $2,925,000, for the supply and delivery of Citric Acid, Sulfuric Acid, and Sodium Hydroxide;

RECOMMENDATION

3. Agreement 32500005 with Pencco, Inc., in the amount not to exceed $7,100,000, for the supply and delivery of Ferric Chloride and Ferrous Chloride;

4. Agreement 32500008 with King Lee Chemical Co., in the amount not to exceed $1,900,000 for the supply and delivery of Antiscalant;

5. Agreement 32500009 with Aquapulse Chemicals, LLC, in the amount not to exceed $900,000, for the supply and delivery of Hydrogen Peroxide;

6. Agreement 32500010 with Hill Brothers Chemical Company, in the amount not to exceed $150,000, for the supply and delivery of Aqueous Ammonia; and

7. Agreement 32500011 with Univar Solutions USA, Inc., in the amount not to exceed $2,300,000, for the supply and delivery of Sodium Hydroxide and Liquid Lime.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the following Agreements for the supply and delivery of chemicals to Water, Wastewater, and Recycled Water Facilities, each with the initial agreement term ending June 30, 2025, after which each Agreement may be extended for four additional one-year terms with a fully extended final term ending on June 30, 2029:

1. Agreement 32500003 with JCI Jones Chemicals Inc., in the amount not to exceed $4,525,000, for the supply and delivery of Sodium Hypochlorite and Sodium Bisulfite;

2. Agreement 32500004 with Northstar Chemical, in the amount not to exceed $2,925,000, for the supply and delivery of Citric Acid, Sulfuric Acid, and Sodium Hydroxide;

RECOMMENDATION

3. Agreement 32500005 with Pencco, Inc., in the amount not to exceed $7,100,000, for the supply and delivery of Ferric Chloride and Ferrous Chloride;

4. Agreement 32500008 with King Lee Chemical Co., in the amount not to exceed $1,900,000 for the supply and delivery of Antiscalant;

5. Agreement 32500009 with Aquapulse Chemicals, LLC, in the amount not to exceed $900,000, for the supply and delivery of Hydrogen Peroxide;

6. Agreement 32500010 with Hill Brothers Chemical Company, in the amount not to exceed $150,000, for the supply and delivery of Aqueous Ammonia; and

7. Agreement 32500011 with Univar Solutions USA, Inc., in the amount not to exceed $2,300,000, for the supply and delivery of Sodium Hydroxide and Liquid Lime.

BACKGROUND - WATER

- The Water Division utilizes three sources of water to serve its potable water customers
  - Groundwater from the City's wells
  - Groundwater delivered by United Water Conservation District (UWCD)
  - Surface water delivered by Calleguas Municipal Water District (CMWD)

- The Water Division utilizes the following chemicals:
  - Sodium hydroxide solution - pH balance
  - Sodium hypochlorite - disinfection
  - Aqueous ammonia - disinfection
  - Antiscalant - membrane treatment

BACKGROUND - WASTEWATER

- The Oxnard Water Resource Recovery Facility (WRRF) provides primary and secondary wastewater treatment
  - Primary treatment consists of tanks to remove inorganic material and heavy solid materials
  - Secondary treatment consists of biological treatment and settling tanks to remove soluble organics

- The WRRF utilizes the following chemicals
  - Sodium hydroxide - odor control
  - Ferric chloride - primary treatment and odor control
  - Ferrous chloride - odor control along major sewer pipelines
  - Sodium hypochlorite - disinfection
  - Sodium bisulfite - dechlorination

BACKGROUND - RECYCLED WATER

- Recycled water is produced by membrane filtration, reverse osmosis followed by advanced oxidation and disinfection to remove dissolved organics, minerals, and viruses

- The following chemicals are utilized:
  - Sulfuric acid solution - pH control
  - Hydrogen peroxide - disinfection
  - Antiscalant - membrane treatment
  - Liquid Lime - PH adjustment
  - Sodium hydroxide, sodium hypochlorite, sodium bisulfite, and citric acid solutions for microfiltration and reverse osmosis membrane cleaning

DISCUSSION

- The Purchasing Department released Request for Proposal (RFP) PW 24-73 for Chemical Supply and Delivery Services for the Water, Wastewater, and Recycled Water Facilities
  - Released January 16, 2024
  - Due date February 13, 2024

- RFP PW 24-73 received a total of eleven (11) proposals from the following vendors:

Aquapulse Chemicals, LLC	Chemrite, Inc.	HASA, Inc.
Hill Brothers Chemical Company	JCI Jones Chemicals Inc.	Kemira Water Solutions, Inc.
King Lee Chemical Co.	Northstar Chemical	Pencco, Inc.
Catalyst Solutions, Inc.	Univar Solutions USA, Inc.	

DISCUSSION

- The proposals were reviewed by:
  - Purchasing Division (Buyer),
  - Wastewater Division (Ops Manager, Chief Plant Operator, Sr. Admin Services Analyst),
  - Water Division (Ops Manager, AWPF Ops Manager)

- A determination of the previously recommended vendors to be the highest ranked proposers based on scoring the following scoring criteria:
  - Vendor's overall responsiveness/ completeness of proposal
  - Qualification/ experience
  - History of providing the requested services
  - Past record of performance
  - Cost

DISCUSSION

Water		Wastewater		Recycled Water	
Vendor	**Chemical**	**Vendor**	**Chemical**	**Vendor**	**Chemical**
Hill Brothers	Aqueous Ammonia	Pencco	Ferric Chloride	Northstar	Citric Acid Sulfuric Acid
Univar	Sodium Hydroxide	JCI	Sodium Hypochlorite	Univar	Sodium Hydroxide
JCI	Sodium Hypochlorite	Northstar	Sodium Hydroxide	JCI	Sodium Hypochlorite
King Lee	Antiscalant	JCI	Sodium Bisulfite	JCI	Sodium Bisulfite
		Pencco	Ferrous Chloride	Aquapulse	Hydrogen Peroxide
				King Lee	Antiscalant
				Univar	Liquid Lime

Awarded Vendors/ Chemicals

FINANCIAL IMPACT

- Cost for these agreements are included in the Proposed Fiscal Year 2024-25 Budget for City Council's consideration

- The Water and Wastewater divisions shall pay for chemical costs on an as-needed basis

- Payment shall be made when chemicals are delivered and there will be no guaranteed spending amounts throughout the agreement

CITY OF
OXNARD
CALIFORNIA

End of Presentation

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.3

DATE: June 4, 2024

TO: City Council

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

SUBJECT: Resolution for Clean Water State Revolving Fund Increase. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Resolution adjusting the amount of project expenditures to be reimbursed by proceeds from the Clean Water State Revolving Fund for the Wastewater Division Reliability Improvements Program from $66,700,000 to $88,601,724.

(This item did not originate in Committee as this is an adjustment to the previously approved City Council Resolution 15,123 as listed below.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/3WsChhoGjsk

BACKGROUND

The State Water Resources Control Board (SWRCB) administers the Clean Water State Revolving Fund (SRF) program. The SRF program has a fixed amount of funds available each fiscal year and provides below-market rate financing to agencies on an annual basis for water quality projects, including the construction of wastewater treatment facilities.

On May 22, 2018 (see Attachment 3), City Council approved:

1. A Resolution authorizing the City Manager to execute and file for a SRF Financial Assistance Application, to provide the assurances, certifications and commitments therefore, and to carry out the City's responsibilities under the financing agreement;
2. A Resolution designating the amount of project expenditures to be reimbursed by proceeds from the State Revolving Fund; and
3. A Resolution dedicating and pledging revenues and funds for the repayment of the State Revolving Fund loan from the SWRCB.

In 2021, the City of Oxnard Wastewater Division received approval from the SWRCB for $66,700,000 in project funding at an interest rate of 0.9 percent with the financing term up to 30 years. Repayment begins one year after completion of construction. SRF will finance a portion of the Reliability Improvements Program which includes the following projects:

- Wastewater Reliability Improvements Project
- Primary Clarifiers and Activated Sludge Tanks Improvements
- Wastewater Collection: Gravity Main Improvements
- Wastewater Collection: Lift Station Improvements
- Wastewater Collection: Sewer Manhole Rehabilitation and Replacement

Capital Improvement Program (CIP) Reference:

Project No. **C1814/(C1813)** - Primary Clarifiers and Activated Sludge Tanks Improvements - CIP 2022-2027 - Adopted May 3, 2022 – Page 115.

Project No. **C2201** - Oxnard Wastewater Treatment Plant Reliability Improvements Project - CIP 2022-2027 - Adopted May 3, 2022 – Pages 106, 111, 112, 116, 117, & 118.

Project No. **C2309** - Wastewater Collection: Gravity Main Improvements Project - CIP 2022-2027 - Adopted May 3, 2022 – Page 97.

Project No. **C2232** - Wastewater Collection: Lift Station Improvements - CIP 2022-2027 - Adopted May 3, 2022 – Page 98.

Project No. **C2234** - Wastewater Collection: Sewer Manhole Rehabilitation and Replacement - CIP 2022-2027 - Adopted May 3, 2022 – Page 100.

DISCUSSION

As of April 2024, the Wastewater Division Reliability Program is 25 percent complete, with anticipated final completion in September 2028. Due to increased project costs resulting from industry-wide inflation and construction costs, and the availability of additional low-interest SRF money, the Wastewater Division was given the opportunity to increase the total loan amount from $66,700,000 to $88,601,724. These favorable loan terms help minimize the financial impacts of projects on rate-payers by bundling project payments over the course of 30 years at a low-interest rate which allows for existing wastewater reserves to be utilized for additional capital improvements.

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

This action only involves the approval, authorization, and submission of a reimbursement resolution that is required by the SWRCB loan increase process. If approved by the SWRCB, the project loan amount will increase from $66,700,000 to $88,601,724. There is no impact to the FY2023-24 revised or FY2024-25 proposed budget at this time; future budgets will include the debt repayment - anticipated beginning FY2028-29. The 30-year loan repayment at a 0.9 percent interest rate is expected to begin one year after the completion of the project (2029), and shall be budgeted and paid through Wastewater Bond Fund (617) service accounts and the corresponding Wastewater Capital Fund (612). Repayment is based upon actual program expenditures and not the total not to exceed amount of $88,601,724.

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, Assistant Public Works Director, Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. Resolution: SRF Loan Increase
2. Resolution 15,123 (Reimb)
3. May 22, 2018 Staff Report
4. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DESIGNATING THE AMOUNT OF PROJECT EXPENDITURES TO BE REIMBURSED BY PROCEEDS FROM THE STATE REVOLVING FUND

WHEREAS, the City Council of the City of Oxnard ("City") desired to finance the costs of planning, design, and/or construction of certain public facilities and improvements to its wastewater system, including the repair and rehabilitation work necessary for the health, safety, and minimum redundancy requirements of the Oxnard Wastewater Treatment Plant rehabilitation projects, identified in the 2017 Public Works Integrated Master Plan ("Project") and adopted Resolution 15, 123 in furtherance of this goal on May 22, 2018;

WHEREAS, the City intends to finance the construction and/or reconstruction of the Project or portions of the Project with moneys ("Project Funds") provided by the State of California, acting by and through the State Water Resources Control Board ("SWRCB") and the passage of Resolution 15, 123 was required to finance the Project;

WHEREAS, the SWRCB may fund the Project Funds with proceeds from the sale of obligations, the interest upon which is excluded from gross income for federal income tax purposes ("Obligations");

WHEREAS, prior to either the issuance of the Obligations or the approval by the SWRCB of the Project Funds, the City desires to incur certain capital expenditures ("Expenditures") with respect to the Project from available moneys of the City;

WHEREAS, the City has determined that those moneys to be advanced on and after the date of the adoption of Resolution 15,123 to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the City for the Expenditures from the proceeds of the Obligations; and

WHEREAS, the City adopted Resolution No. 15,123 on May 22, 2018, to accept $66,700,000 in Project Funds from the SWRCB.

WHEREAS, the City is required to adopt a supplemental Resolution to accept additional Project Funds from the SWRCB to continue the Project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY RESOLVE, ORDER AND DETERMINE AS FOLLOWS:

SECTION 1: The recitals are true and correct and are incorporated herein by this reference as though fully set forth.

SECTION 2. The City hereby restates its intention and expects to reimburse Expenditures paid prior to the issuance of the Obligations or the approval by the SWRCB of the Project Funds and in accordance with City Resolution 15,123, attached as Exhibit A and incorporated herein by this reference.

SECTION 3: The expected maximum principal amount of the Project Funds from SWRCB as established in Resolution No. 15,123 is increased hereby from $66,700,000 to $88,601,724.

SECTION 4: Resolution 15,123 became effective after adoption sixty (60) days after the date on which the City expended moneys for the construction portion of the Project costs to be reimbursed with Project Funds, which occurred on October 24, 2022.

SECTION 5: Each City expenditure will be of a type properly chargeable to a capital account under general federal income tax principles.

SECTION 7: This Resolution is adopted as a continuing official intent of the City to comply with Treasury Regulation Section 1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Project costs.

SECTION 8: If any provision of this Resolution or the application of any such provision is held invalid, such invalidity shall not affect the other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provision of this Resolution are severable and that the City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

SECTION 9: This Resolution shall be effective immediately upon adoption.

SECTION 10: The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

PASSED, APPROVED AND ADOPTED THIS 6th day of June, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
John C. Zaragoza, Mayor

ATTEST:

APPROVED AS TO FORM:

_____
Rose Chaparro, City Clerk

_____
Stephen M. Fischer, City Attorney

RESOLUTION NO. 15,123

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DESIGNATING THE AMOUNT OF PROJECT EXPENDITURES TO BE REIMBURSED BY PROCEEDS FROM THE STATE REVOLVING FUND

WHEREAS, the City of Oxnard ("City") desires to finance the costs of planning, design, and/or construction of certain public facilities and improvements to its wastewater system, including the repair and rehabilitation work necessary for the health, safety, and minimum redundancy requirements of the Oxnard Wastewater Treatment Plant rehabilitation projects, years three through five, of the Capital Improvement Program of the Wastewater Division of the Public Works Department ("Project");

WHEREAS, the City intends to finance the construction and/or reconstruction of the Project or portions of the Project with moneys ("Project Funds") provided by the State of California, acting by and through the State Water Resources Control Board ("SWRCB");

WHEREAS, the SWRCB may fund the Project Funds with proceeds from the sale of obligations, the interest upon which is excluded from gross income for federal income tax purposes ("Obligations");

WHEREAS, prior to either the issuance of the Obligations or the approval by the SWRCB of the Project Funds, the City desires to incur certain capital expenditures ("Expenditures") with respect to the Project from available moneys of the City; and

WHEREAS, the City has determined that those moneys to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the City for the Expenditures from the proceeds of the Obligations.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY RESOLVE, ORDER AND DETERMINE AS FOLLOWS:

SECTION 1. The City hereby states its intention and reasonably expects to reimburse Expenditures paid prior to the issuance of the Obligations or the approval by the SWRCB of the Project Funds.

SECTION 2. The reasonably expected maximum principal amount of the Project Funds is $66,700,000.

SECTION 3. This Resolution is being adopted no later than sixty (60) days after the date on which the City will expend moneys for the construction portion of the Project costs to be reimbursed with Project Funds.

SECTION 4. Each City expenditure will be of a type properly chargeable to a capital account under general federal income tax principles.

SECTION 5. To the best of its knowledge, the City is not aware of the previous adoption of official intents by the City that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

SECTION 6. This Resolution is adopted as official intent of the City in order to comply with Treasury Regulation Section 1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Project costs.

SECTION 7. All the recitals in this Resolution are true and correct and the City so finds, determines and represents.

PASSED AND ADOPTED this 22nd day of May, 2018, by the following vote:

AYES: Councilmembers Flynn, Ramirez, MacDonald, Perello and Madrigal.

NOES: None.

ABSENT: None.

Tim Flynn 5/22/18
Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 9**

DATE: May 22, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Rosemarie Gaglione
Public Works Director

Rosemarie Gaglione

SUBJECT: Clean Water State Revolving Fund Financial Assistance Application.

CONTACT: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, (805) 385-8055

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute:

1. A Resolution authorizing the City Manager to execute and file for a State Revolving Fund Financial Assistance Application, to provide the assurances, certifications and commitments therefor, and to carry out the City's responsibilities under the financing agreement;
2. A Resolution designating the amount of project expenditures to be reimbursed by proceeds from the State Revolving Fund; and
3. A Resolution dedicating and pledging revenues and funds for the repayment of the State Revolving Fund loan from the SWRCB.

BACKGROUND

The State Water Resources Control Board (SWRCB) administers the State Revolving Fund (SRF) program. The SRF program has a fixed amount of funds available each fiscal year and provides below-market rate financing to agencies on a first-come-first-served basis for water quality projects, including the construction of wastewater treatment facilities. The SRF is a low cost alternative to the City issuing its own bonds in the normal municipal market. Under this program, eligible projects can apply for loans with interest rates that are roughly one-half of the State General Obligation Rate at time of funding approval. For reference, from the State's most

recent bond sale date of March 2017, the interest rate was 1.8%. The financing term is up to 30 years, or the useful life of the project, with no maximum funding limit. Repayment begins one year after completion of construction. These favorable loan terms can help lower total project costs and minimize the financial impacts of projects on rate-payers.

The City is applying to the SRF program to receive low interest rate loan(s) for the construction projects identified in years three through five of the Capital Improvement Program of the Public Works Department's Wastewater Division Rehabilitation Project (the Project). The City is requesting a loan amount of $66,700,000 for project capital costs to rehabilitate and repair high risk facilities that have been identified as health and safety concerns or that require urgent efforts to maintain wastewater treatment plant functionality. The Project includes rehabilitation activities necessary to maintain the required minimum redundancy at the treatment facility. The Project involves collection system rehabilitation, preliminary treatment rehabilitation, solids' treatment rehabilitation and replacement, pump station rehabilitation and replacement and seismic upgrading, electrical system installation, rehabilitation, and SCADA system replacement, cogeneration system rehabilitation, emergency generator replacement, and associated site work.

To finalize the application, several resolutions are required, as described here:

1) Attachment A authorizes the City's application for these projects. The resolution also authorizes the City Manager or designee to execute SRF financial assistance agreements and any amendments with the SWRCB, provide the assurances, certifications and commitments therefor, and to carry out the City's responsibilities under the resulting financing agreement.
2) Attachment B states that though the SRF program requires the City to pay in advance for certain tasks such as planning and design (eligible allowances), the City expects to reimburse the SRF up to a maximum principal amount of $66,700,000.
3) Section 603 of the federal Clean Water Act requires each financing recipient to establish one or more pledged sources of revenue to be eligible for SRF assistance. Attachment C states that the City dedicates and will pledge the net revenues of its Wastewater Treatment Enterprise Fund for the SRF loan.

Several steps in the loan process will require Council action, including approval of the final loan amounts, and staff will return to Council accordingly.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 2. Develop an asset management program that includes fleet, facilities, parks, streets, alleys, water, wastewater and storm water.

Objective 3a. Maximize funding sources.

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Objective 4a. Implement CIP plans.
Objective 4b. Catch up on deferred maintenance for City facilities.
Objective 5b. Protect ocean and waterways.

FINANCIAL IMPACT

This action only involves authorizing the application and submitting resolutions that are required with the application process. Applying for SRF funds does not obligate the City to proceed with the Project. The financial impact of proceeding with the Project will be evaluated at the time Council approval for the Project. Funding for the Project would be included in the Wastewater Treatment Fund CIP years three through five projects.

If approved, repayment of the Wastewater Treatment Facilities Rehabilitation 30-year SRF loan is expected to begin in 2019, a year after construction completion.

ATTACHMENTS:

Attachment A: Authorizing Resolution

Attachment B: Reimbursement Resolution

Attachment C: Pledged Revenues Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE CITY MANAGER TO EXECUTE AND FILE FOR A STATE REVOLVING FUND FINANCIAL ASSISTANCE APPLICATION, TO PROVIDE THE ASSURANCES, CERTIFICATIONS AND COMMITMENTS THEREFOR, AND TO CARRY OUT THE CITY'S RESPONSIBILITIES UNDER THE FINANCING AGREEMENT

WHEREAS, the City of Oxnard ("City") desires to finance the costs of planning, design, and/or construction of certain public facilities and improvements to its wastewater system, including the repair and rehabilitation work necessary for the health, safety, and minimum redundancy requirements of the Oxnard Wastewater Treatment Plant rehabilitation projects, years three through five, of the Capital Improvement Program of the Wastewater Division of the Public Works Department ("Project").

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oxnard that:

1. The City Manager or her or his designee is hereby authorized and directed to sign and file, for and on behalf of the City, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board ("SWRCB") for the planning, design, and construction of the Project.
2. The City Manager or her or his designee is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the SWRCB and any amendments or changes thereto.
3. The City Manager or her or his designee is designated to represent the City in carrying out the City's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the City and compliance with applicable state and federal laws.

PASSED AND ADOPTED this ____ day of _____, 2018, by the following vote:

AYES:

NOES:

ABSENT:

_____
Tim Flynn, Mayor

ATTEST:

_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DESIGNATING THE AMOUNT OF PROJECT EXPENDITURES TO BE REIMBURSED BY PROCEEDS FROM THE STATE REVOLVING FUND

WHEREAS, the City of Oxnard ("City") desires to finance the costs of planning, design, and/or construction of certain public facilities and improvements to its wastewater system, including the repair and rehabilitation work necessary for the health, safety, and minimum redundancy requirements of the Oxnard Wastewater Treatment Plant rehabilitation projects, years three through five, of the Capital Improvement Program of the Wastewater Division of the Public Works Department ("Project");

WHEREAS, the City intends to finance the construction and/or reconstruction of the Project or portions of the Project with moneys ("Project Funds") provided by the State of California, acting by and through the State Water Resources Control Board ("SWRCB");

WHEREAS, the SWRCB may fund the Project Funds with proceeds from the sale of obligations, the interest upon which is excluded from gross income for federal income tax purposes ("Obligations");

WHEREAS, prior to either the issuance of the Obligations or the approval by the SWRCB of the Project Funds, the City desires to incur certain capital expenditures ("Expenditures") with respect to the Project from available moneys of the City; and

WHEREAS, the City has determined that those moneys to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the City for the Expenditures from the proceeds of the Obligations.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY RESOLVE, ORDER AND DETERMINE AS FOLLOWS:

SECTION 1. The City hereby states its intention and reasonably expects to reimburse Expenditures paid prior to the issuance of the Obligations or the approval by the SWRCB of the Project Funds.

SECTION 2. The reasonably expected maximum principal amount of the Project Funds is $66,700,000.

SECTION 3. This Resolution is being adopted no later than sixty (60) days after the date on which the City will expend moneys for the construction portion of the Project costs to be reimbursed with Project Funds.

SECTION 4. Each City expenditure will be of a type properly chargeable to a capital account under general federal income tax principles.

SECTION 5. To the best of its knowledge, the City is not aware of the previous adoption of official intents by the City that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

SECTION 6. This Resolution is adopted as official intent of the City in order to comply with Treasury Regulation Section 1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Project costs.

SECTION 7. All the recitals in this Resolution are true and correct and the City so finds, determines and represents.

PASSED AND ADOPTED this ____ day of _____, 2018, by the following vote:

AYES:

NOES:

ABSENT:

_____
Tim Flynn, Mayor

ATTEST:

_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DEDICATING AND PLEDGING WASTEWATER TREATMENT ENTERPRISE FUND NET REVENUES FOR THE REPAYMENT OF A STATE REVOLVING FUND LOAN

WHEREAS, the City of Oxnard ("City") desires to finance the costs of planning, design, and/or construction of certain public facilities and improvements to its wastewater system, including the repair and rehabilitation work necessary for the health, safety, and minimum redundancy requirements of the Oxnard Wastewater Treatment Plant rehabilitation projects, years three through five, of the Capital Improvement Program of the Wastewater Division of the Public Works Department ("Project").

THEREFORE BE IT RESOLVED, the City hereby dedicates and pledges net revenues of its Wastewater Treatment Enterprise Fund to payment of any and all Clean Water State Revolving Fund and/or Water Recycling Funding Program financing for the City Wastewater Treatment Plant rehabilitation projects, Project_____. The City commits to collecting such revenues and maintaining such fund(s) throughout the term of such financing and until the City has satisfied its repayment obligation thereunder unless modification or change is approved in writing by the State Water Resources Control Board ("SWRCB"). So long as the financing agreement(s) are outstanding, the City's pledge hereunder shall constitute a lien in favor of the SWRCB on the foregoing fund(s) and revenue(s) without any further action necessary. So long as the financing agreement(s) are outstanding, the City commits to maintaining the fund(s) and revenue(s) at levels sufficient to meet the City's obligations under the financing agreement(s).

PASSED AND ADOPTED this ____ day of _____, 2018, by the following vote:

AYES:

NOES:

ABSENT:

_____
Tim Flynn, Mayor

ATTEST:

_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

Resolution for Clean Water State Revolving Fund Increase

City Council
June 4, 2024

Tim Beaman, PE
Interim Assistant Director of Public Works

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Resolution adjusting the amount of project expenditures to be reimbursed by proceeds from the Clean Water State Revolving Fund for the Wastewater Division Reliability Improvements Program from $66,700,000 to $88,601,724.

BACKGROUND

- The State Water Resources Control Board (SWRCB) administers the State Revolving Fund (SRF) program.

- The SRF program has a fixed amount of funds available each fiscal year and provides below-market rate financing
  - Intended for water quality projects
  - Includes construction of Wastewater Treatment Facilities

- On May 22, 2018 City council approved:
  - Resolution 15,122 - Authorizing SRF loan application
  - Resolution 15,123 - Designating project expenditures $66,700,000
  - Resolution 15,124 - Pledging repayment of loan

BACKGROUND

- In 2021, the City of Oxnard Wastewater Division received approval from the SWRCB for $66,700,000 in project funding
  - Interest rate of 0.9%
  - Financing term up to 30 years
  - Repayment begins one year after completion of construction

- Reliability Program includes the following projects:
  - C1813/C1814 - Primary Clarifiers and Activated Sludge Tanks Improvements
  - C2201 - Oxnard Wastewater Treatment Plant Reliability Improvements Project
  - C2309 - Wastewater Collection: Gravity Main Improvements
  - C2232 - Wastewater Collection: Lift Station Improvements
  - C2234 - Wastewater Collection: Sewer Manhole Rehabilitation and Replacement

Primary Clarifiers Improvement Project (May 2024)

New Electrical Building - Reliability Improvements Project (May 2024)

DISCUSSION

- As of April 2024, the Wastewater Division Reliability Program is 25% complete
  - Final completion is expected in September 2028

- Due to increased project costs resulting from industry-wide inflation and construction costs, and the availability of additional low-interest SRF money, the Wastewater Division was given the opportunity to increase the total loan amount from $66,700,000 to $88,601,724

- These favorable loan terms help minimize the financial impacts of projects on rate-payers by bundling project payments over the course of 30 years at a low-interest rate which allows for existing wastewater reserves to be utilized for additional capital improvements

FINANCIAL IMPACT

- This action only involves the approval, authorization, and submittal of a reimbursement resolution that is required by the SWRCB loan increase process.

- If approved by the SWRCB, the project loan amount will increase from $66,700,000 to $88,601,724
  - 30-year loan repayment
  - 0.9%interest rate
  - Repayment expected to begin in 2029

- Expenses and shall be budgeted and paid through Wastewater Bond Fund 617 service accounts and corresponding Wastewater Capital Fund 612

- Repayment is based upon actual program expenditures and not the total not to exceed amount of $88,601,724.

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.4

DATE: June 4, 2024

TO: City Council

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

SUBJECT: Extension of Golf Management Agreement A-8157. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the First Amendment to the Golf Course Management Agreement with American Golf Corporation for a time extension only for an additional term of eight months ending on February 28, 2025.

(This item did not originate in Committee since this is a continuation of a previous item approved by the City Council on February 6, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/I_criJSnPP4

BACKGROUND

The City of Oxnard owns the River Ridge Golf Club ("golf operations"), a municipal golf course under the supervision of the Public Works Department. The golf operations consist of two 18-hole golf courses that are currently operated under contract by American Golf Corporation ("AGC"). AGC was awarded the management agreement ("Agreement") that began on July 1, 2019 and will expire on June 30, 2024.

On February 6, 2024, the City Council authorized staff to enter into negotiations with AGC for a new agreement to manage the River Ridge Golf Club operations. Please see the staff report from the February 6, 2024 City Council meeting for reference (Attached).

DISCUSSION

Since the City Council's approval on February 6, 2024 to negotiate a new agreement with AGC, staff from Public Works has been developing updated language for the new agreement. During this same period, staff has been in communication with AGC representatives about the key elements of the proposed new agreement. Some of the major elements in the proposed agreement are:

1. Financial compensation to the golf course operator; to include the base fees and incentive fees
2. Customer satisfaction tracking and scoring
3. Condition of the golf course and improvements to the facilities (e.g. event space)
4. Required maintenance as it relates to the closed landfill (Post-Closure Maintenance Plan)

Staff is including language in the new agreement to address and clarify these four major elements to provide specific objectives and criteria for measuring success. In addition to providing financial thresholds and triggers for the operator to meet, thresholds and requirements that are associated with a satisfactory golf course experience for the customers will be highlighted. This shift in perspective will require additional time to negotiate with AGC. As such, staff is requesting to

extend the existing contract for eight months ending on February 28, 2025, should the current negotiations extend past the contract expiration date of June 30, 2024. If after two months into the extension, August 31, 2024, there is not an accord on the new agreement, staff will initiate a request for proposal (RFP) process to allow other operators and AGC (should they elect to do so) to submit proposals for the golf operations with the a new agreement date to begin on March 1, 2025.

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 Golf Management Agreement amendment, to extend time only, will constitute the Manager (AGC) to continue to manage and operate the golf course in accordance with the standards set forth in the current Agreement and the most recent approved Annual Plan and any approved amendments thereto. Golf operations are funded from the Golf Enterprise Fund (Fund #651); the proposed FY 2024-25 budget includes sufficient appropriations, subject to the City Council's approval, to continue to support these operations.

COMMITTEE OUTCOME

This item did not originate in Committee since this is a continuation of a previous item approved by the City Council on February 6, 2024.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. First Amendment A-8157
2. Agreement A-8157 AGC Management LLC (Executed)
3. February 6, 2024 Staff Report
4. Presentation

FIRST AMENDMENT TO MANAGEMENT AGREEMENT

This First Amendment ("First Amendment") to the Management 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 ("Owner"), and AGC Management, LLC ("Manager"). This First Amendment amends the Agreement entered into on July 1, 2019, by City and Manager.

RECITALS:

WHEREAS, Owner and Manager are in the process of negotiating a new management agreement. The current management agreement expires on June 30, 2024, and the parties desire to amend the current agreement to extend the term to allow sufficient time for the parties to complete the new management agreement or provide sufficient time for the City to issue a new solicitation for management services, which both must be approved by City Council.

Owner and Manager hereby agree as follows:

1. Section 2.1.1 is hereby added to the Agreement as follows:

2.1.1 After the expiration of the Term as stated in section 2.1, this Agreement will be automatically extended for an additional eight (8) months ending February 28, 2025. The parties may mutually agree to terminate this automatic extension period upon completion and execution of a new management agreement.

2. 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

AGC MANAGEMENT, LLC

Nick Foley, Vice President Date

Elyse Cook, Assistant Secretary [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.

MANAGEMENT AGREEMENT

This MANAGEMENT AGREEMENT ("Agreement") is made and entered into effective as of July 1, 2019 (the "Commencement Date") by and between the City of Oxnard, California ("Owner"), and AGC Management, LLC, a Delaware limited liability company ("Manager").

RECITALS

A. Manager, together with its affiliates, is engaged in the ownership, management and operation of golf courses and country clubs throughout the United States.

B. Owner is the owner and lessee of that certain real property located at Oxnard, California, known as "River Ridge Golf Club" which includes two golf courses, clubhouse and other related amenities, buildings, structures and improvements related thereto, as depicted on Exhibit "A" to this Agreement (the "Facility").

C. The Facility has previously been operated by High Tide & Green Grass, Inc. ("Prior Operator") under an agreement with the City which has expired.

D. Owner is also the owner of the football fields located adjacent to the Facility which are currently used by the Dallas Cowboys (the "Practice Fields").

E. Owner desires to utilize the services and expertise of Manager in the management, and operation of the Facility and maintenance of the Practice Fields, and Manager desires to render such services upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Owner and Manager hereby agree as follows:

ARTICLE 1 - DEFINITIONS

As used in this Agreement, terms not otherwise defined in the body of this Agreement shall have the respective meanings set forth in Exhibit "A-1" to this Agreement.

ARTICLE 2 - TERM OF AGREEMENT

2.1 Term. The term of this Agreement shall commence on the Commencement Date and shall continue for a period of three (3) years (the "Initial Term"). Upon expiration of the Initial Term, Owner may, in its sole discretion, elect to renew this Agreement for up to two (2) additional one (1) year terms (each a "Renewal Term") by setting forth its intention to so renew in writing no later than sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. The Initial Term and Renewal Term(s) (if applicable) are collectively referred to herein as the Term.

ARTICLE 3 - OPERATING RESPONSIBILITIES

3.1 **Grant to Manager**. Except as otherwise expressly provided in this Agreement, Owner grants to Manager the right to manage and operate the Facility pursuant to the terms of this Agreement, and Manager agrees it will manage and operate the Facility in accordance with the approved Annual Plan, and in a manner comparable to and consistent with the management and

COUNCIL APPROVED 6/18/2019 JS DATE

operational practices of Comparable Facilities to the extent established in the Annual Plan and approved by Owner (except as otherwise set forth in this Agreement). Manager shall perform its services in a professional, timely and diligent manner. Without in any way limiting Manager's right to manage and operate the Facility in accordance with the terms of this Agreement, Manager, subject to the approval of Owner and in accordance with the Annual Plan and the terms of this Agreement, shall have the authority and responsibility to: (a) implement each approved Annual Plan; (b) determine, establish, and implement the policies, standards, and schedules for the operation and maintenance of the Facility and all matters affecting customer relations; (c) hire, train, and supervise the general manager, course superintendent, and all Facility employees; (d) supervise and direct all phases of advertising, sales, marketing and business promotion for the Facility; and (e) establish payroll procedures and functions for the Facility. To the extent the foregoing duties are discussed, detailed or included in the Annual Plan, Manager will carry out such duties consistent with the Annual Plan. Owner agrees it will reasonably cooperate with Manager to permit and assist Manager to carry out its duties under this Agreement provided Manager provides reasonable advance notice for such cooperation and assistance. Manager shall work with, and obtain any necessary approvals from, the Owner's designated project manager, the City of Oxnard City Manager, and/or the Owner's designated Department Director.

3.2 Annual Plans.

3.2.1 *Preparation*. Manager will submit to Owner at least sixty (60) days in advance of each Operating Year an "Annual Plan" consisting of (a) a budget which shall include for the ensuing year estimates covering the projected revenues of the Facility (broken down on a line item basis) and the projected expenditures for (i) property operations and ordinary repairs, replacements, alterations and maintenance, including the Practice Fields (ii) Furnishings and Equipment and Operating Inventory, (iii) advertising, sales, and business promotion and (iv) employee Compensation and (b) an operating/business plan for the Facility setting forth a marketing and promotions plan, a schedule of proposed golf charges, an operating schedule (which shall include hours of operation and staffing levels), a maintenance plan, and to the extent applicable, membership sales plans, membership dues and initiation fee schedules. Owner acknowledges that the Annual Plans and budgets and operating/business plans contained therein are estimates and will not and do not constitute a guarantee of the actual revenues or expenses of operating the Facility. The parties understand that, as provided in Article 10, budgets for Major Capital Improvements will be treated separately and will not form part of the Annual Plans. The Annual Plan for the initial Operating Year is attached as Exhibit "B" to this Agreement.

3.2.2 *Approvals*. Each Annual Plan shall be subject to the prior written approval of Owner, and the new Annual Plan for a given Operating Year cannot go into effect without such approval from the Owner's designated project manager, the City of Oxnard City Manager, and/or the Owner's designated Department Director , such approval not to be unreasonably withheld. It is contemplated by the parties that the Annual Plan will be agreed upon by the parties not later than thirty (30) days following delivery of the Annual Plan by Manager to Owner. If Owner fails to advise Manager of any objections to the Annual Plan within such 30-day period, then Owner shall be deemed to have approved the Annual Plan as submitted. In the event of a dispute with regard to an Annual Plan, the parties shall use good faith efforts to resolve such dispute. Pending the resolution of such dispute, Manager shall continue to manage and operate the Facility in accordance with the standards set forth in this Agreement and the most recent approved Annual

Plan, as it may have been mutually amended by the parties during the preceding year in accordance with the Agreement, at a level of expenditures comparable to those of the preceding year subject to reasonable increases in Operating Expenses requested by Manager and approved by Owner due to (a) increases in the number of guests using the Facility, (b) increases in Gross Revenues, or (c) other matters beyond the reasonable control of Manager (e.g., without limitation, increases in utility charges, etc.). Once approved, Manager may propose amendments or revisions to the Annual Plan to take into consideration variables or events that did not exist, or could not be anticipated by Manager, at the time the Annual Plan was prepared. Any such proposed amendments or revisions shall be submitted in writing and shall be subject to Owner's prior approval. Further, Manager and Owner shall meet on a monthly basis during the Term to review the Annual Plan, discuss the revenues and expenditures during the prior month, identify any discrepancies between the Annual Plan and actual expenditures, and to the extent commercially reasonable and practicable in order to permit Manager to continue operating the Facility and maintaining the Practice Fields to the standards required herein, consider potential revisions to the Annual Plan as may be necessary to address any reduced revenues or increased expenses which were not contemplated in the Annual Plan.

3.2.3 *Compliance*. Manager shall use its best efforts to operate the Facility in accordance with the applicable Annual Plan. If Manager reasonably anticipates that Operating Expenses will exceed amounts so budgeted in the Annual Plan for a given Operating Year, it shall promptly notify Owner of the same.

3.2.4 *Emergency Expenditures*. Notwithstanding anything in this Agreement to the contrary, in the event an emergency arises by act of God or any event or act beyond the control of Manager, or a dangerous condition exists that requires immediate repair, or a governmental directive or order is issued to Owner, Manager is authorized to take such actions as may in its reasonable discretion be required (including expending any funds reasonably necessary to respond to such condition or event) to the extent required by that emergency; provided, however, that Manager shall immediately notify Owner of the emergency situation (or governmental directive or order) and the action Manager proposes to take, or has taken (including the amount of any expenditures).

3.3 Technical Assistance Services. During the Term, Manager will provide, as needed, certain supervisory and consulting services to the Facility from Manager's regional and corporate technical assistance services program, including business planning and budgeting, Capital Improvement planning, training, security, marketing and sales, central purchasing, merchandising, food and beverage, maintenance, human resources, and legal compliance. Except as provided in Section 3.4 below, these services will be provided by Manager without any additional charge to Owner.

3.4 Special Consulting Services. In addition to the services described in Section 3.3 above, upon Owner's prior written request and approval, Manager may provide to the Facility additional consulting services not contemplated by this Agreement which would not otherwise be performed in the ordinary course of day-to-day operations of the Facility, including but not limited to special legal consultation, construction and design consultation and construction supervision related to Major Capital Improvements ("Special Services"). Upon Owner's written request for the performance of a Special Services project, Manager shall prepare a scope of work

and budget and submit to Owner for review and approval. Manager shall not commence any Special Services project without Owner's prior approval.

3.5 **Responsibilities of Manager**. Without in any way limiting Manager's right and obligation to manage and operate the Facility in accordance with and subject to the Annual Plan, Manager shall, in its own name or in the name of Owner or as the authorized agent of Owner as may be applicable, perform the following services, or cause the same to be performed for the Facility:

(a) enter into contracts for the furnishing of utilities and maintenance and other services to the Facility, in Manager's name, provided however that (a) any such contract which is for a term terminating after the next Annual Plan is due and for an aggregate cost in excess of five thousand dollars ($5000) and is not otherwise approved via an Annual Plan shall be approved in advance by Owner, and (b) in the event of a termination of this Agreement for any reason, Owner or Owner's designee shall assume any such contracts which are then in effect and unexpired at the time of such termination and indemnify and hold harmless Manager from and against any additional obligations thereunder which may accrued after termination of this Agreement;

(b) make all repairs, decorations, revisions, alterations and improvements to the Facility as shall be reasonably necessary for maintenance of the Facility in good, safe and sanitary order, condition and repair, and additionally perform all necessary maintenance and repairs to the Practice Fields, including without limitation, the annual maintenance services described on Exhibit "C" attached hereto and in at least the same manner as described on Exhibit "C-1"; all such maintenance, repairs, decorations, revisions, alterations and improvements noted in this section to be Operating Expenses of the Facility. Manager shall have no authority to operate, use or perform any services related to the Practice Fields, other than the maintenance services set forth on Exhibit C-1, and shall not in any way be deemed to be the operator or manager or insurer of the Practice Fields, or the employer of personnel dedicated solely to the operation of the Practice Fields, or responsible for the Practice Fields in any way other than as set forth on Exhibit C-1;

(c) incur such expenses, as Operating Expenses of the Facility, as shall be necessary for the operation and maintenance of the Facility to the quality standards contemplated by this Agreement and the Annual Plans, including without limitation incurring lease expenses for Furnishings and Equipment and costs for Operating Inventory, expenses for insurance premiums in accordance with insurance coverage required hereunder, and payment of attorney's fees and other costs of legal compliance;

(d) maintain a level of Operating Inventory necessary to satisfy the quality standards contemplated by this Agreement and the Annual Plans and to supply the needs of the Facility and its customers;

(e) apply for, and use its commercially reasonable efforts to obtain and maintain, in addition to the liquor license described in section 3.8 below, all licenses and permits reasonably required by Owner (or by applicable Legal Requirements) in connection with the operation and management of the Facility, in Manager's name; and Owner agrees to execute any and all applications and such other documents as shall be reasonably required and to otherwise

cooperate, in all reasonable respects, with Manager in the application for, and obtaining and maintenance of, such licenses and permits;

(f) use its commercially reasonable efforts to do, or cause to be done, all such acts and things in and about the Facility as shall be reasonably necessary to comply with all Legal Requirements, and to discharge any lien, encumbrance or other charge on the Facility, including, with Owner's prior written consent, hiring legal representation and paying atorney's fees, as an Operating Expense of the Facility, as necessary to comply with Legal Requirements and defend the Facility against legal claims;

(g) maintain a method of accounting in accordance with generally accepted accounting principles consistently applied ("GAAP") which accurately reflects the Gross Revenues and Operating Expenses and disbursements of Manager in connection with the Facility's operations;

(h) routinely inspect and report on the condition of golf course improvements, facilities and equipment;

(i) submit a 5-year Capital Improvements program plan, updated annually, to Owner before the end of November of each contract year;

(j) assist, as needed, in the preparation of the Master Plan for the Facility;

(k) work with Owner in establishing realistic goals and practices in limiting golf course irrigation water consumption;

(l) allow the meeting room to be available for Owner meetings at no cost to Owner unless the room has been rented and generating revenue;

(m) use commercially reasonable efforts to eliminate or discourage coots at the Facility using current methods (steel shot) and notify the homeowner associations prior to implementation. If Owner deems the eradication of the coots an undesirable solution, Manager's alternative approach would include a "harassment program" and the use of lawfully allowed methods to discourage the coots;

(n) comply with all applicable ordinances, resolutions and local policies, including Owner's Living Wage Policy (a copy of which is attached hereto as Exhibit "D"); and

(o) comply with all applicable laws and regulations, including State-required prevailing wages, as this is a "public work," in accordance with Labor Code Section 1770 *et seq.* Manager shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. Manager shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. Manager shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto as Exhibit "E."

3.6 Personnel.

3.6.1 *General*. Subject to the Annual Plan and the terms of this Agreement, Manager shall employ all of the employees of the Facility, and all such employees shall be deemed employees of Manager and not employees of Owner or joint employees of Owner and Manager. Manager shall recruit, hire, train, discharge, promote and supervise the management staff of the Facility (i.e., the general manager or course manager, the assistant managers, the course superintendent, department heads and other key personnel), and Manager shall supervise through the management staff the recruiting, hiring, training, discharge, promotion and work of all other employees of the Facility . For a period of one year after the date of termination of this Agreement pursuant to Section 7.1, Owner shall not solicit or hire as an independent contractor, agent or employee any general manager or superintendent hired or employed by Manager after the Effective Date for the Facility, without the written consent of Manager; provided however, Owner may solicit or hire or engage any general manager or superintendent employed at the Facility prior to the Effective Date without the consent of Manager. In the event that Owner is dissatisfied with the performance of any Manager personnel, the following procedure shall be followed: (i) Owner shall communicate any complaints regarding personnel below the rank of general manager to the general manager and shall communicate complaints regarding the general manager to Manager's regional manager for the region in which the Facility is located, and (ii) Manager shall reasonably and promptly investigate and take appropriate action, as determined by Manager, with respect to Owner's complaints. All employees of the Facility shall be properly qualified for their positions. The Compensation of the management staff and all other Facility employees shall be approved by Owner as part of the Annual Plan (or, in the event that a change in management staff occurs during an Operating Year and after the Annual Plan has been finalized, then as otherwise approved in writing by Owner) and be an Operating Expense of the Facility payable by Owner in accordance with this Agreement.

3.6.2 *Benefit Plans*. Manager shall have the right to provide eligible employees of the Facility with profit sharing and other employee retirement benefits and disability, health and welfare benefits and other benefit plan or plans now or hereafter available to employees of Other Manager Facilities, if such benefits have been approved in the Annual Plan, and to charge the Facility with its allocable share of such Manager plan or plans.

3.6.3 *Temporary Assignment of Other Manager Personnel*. If Manager shall reasonably deem it advisable, and after Owner's prior written approval, Manager may temporarily assign to the Facility the general manager, the head golf professional and other members of the management staff from the employees of Manager or Affiliates of Manager or from the staff of Other Manager Facilities. During such time as these employees are temporarily assigned to the Facility, all such employees will be paid their regular Compensation, and the pro-rata share of such employees' Compensation equal to the actual time such employees worked at the Facility shall be an Operating Expense of the Facility.

3.6.4 *Nondiscriminatory Treatment.* Manager shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Manager

understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. Manager shall take commercially reasonable steps to ensure that its subcontractors, if any, comply with this Section 3.6.4.

3.7 Restrictions on Use of Facility.

(a) The Facility shall be used solely for the operation of a golf club, and to the extent applicable, a retail golf shop, bar and restaurant, banquet facility, driving range and such other uses and amenities as may be approved by Owner and are compatible with the operation of a golf course including, by way of illustration and not limitation, a golf school, a sports and entertainment facility, convention facilities and Community Special Events.

(b) Manager agrees not to willfully carry on any dangerous activity at the Facility or Practice Fields, or to use the Facility for any purpose which would increase existing rates of insurance or cause cancellation of any insurance policy carried by Owner or Manager. Manager shall cause the Facility to comply with all Legal Requirements relating to the condition, use and occupancy of the Facility, and shall comply with all Legal Requirements in performing maintenance of the Practice Fields.

3.8 Liquor License. Manager shall, as an Operating Expense of the Facility, obtain from Prior Operator the current liquor license issued by the State of California in Manager's name, permitting the sale of alcoholic beverages (including beer, wine and liquor) at the Facility. Manager, as Owner's agent, shall be solely responsible for liquor sales at the Facility and agrees to comply with all requirements of the rules and regulations of the State of California governing the sale of alcoholic beverages. As an Operating Expense of the Facility, Manager shall maintain in its name (and Owner shall reasonably cooperate with Manager in maintaining) the liquor license(s) in good standing, pay all required fees in connection therewith, and otherwise ensure the proper right and permission to sell alcoholic beverages at the Facility. Upon the termination of this Agreement for any reason, Manager shall cooperate in all respects and take all steps necessary to effectuate the transfer of the Facility's liquor license to Owner or Owner's designee, at no cost to Owner other than ordinary regulatory fees and reasonable attorneys' fees. From and after the termination date and continuing until the date which is six (6) months thereafter, Manager shall cooperate with Owner in Owner's efforts to obtain its own liquor licenses (or a transfer of Manager's liquor licenses) to serve alcoholic beverages at the Facility. Manager agrees, on the termination date, to cause Manager to enter into (or cause the holders of the current liquor licenses to enter into) mutually acceptable bills of sale, interim management agreements, concession agreements, leases and other documents reasonably relating to, among other things, the continued sale and service of alcoholic beverages at the Facility pending the transfer or issuance of all appropriate licenses and permits to Owner.

ARTICLE 4 – INSURANCE

4.1 Coverage.

(a) Manager agrees to procure and maintain, as an Operating Expense of the Facility, at all times during the Term, the insurance set forth on Exhibit "F":

(b) Manager shall have the right to raise the minimum amount of any insurance to be maintained with respect to the Facility under Subsections 4.1(a) above to make such coverage comparable to the amount of insurance carried with respect to Other Manager Facilities, taking into account the size, character and location of the Facility . At least sixty (60) days prior to the beginning of each Operating Year, the party procuring such insurance will submit to the other party a schedule setting forth any changes to the insurance to be maintained by the procuring party during the ensuing Operating Year in connection with the Facility .

(c) The types of insurance and the coverage amounts specified in this Section 4.1 are the minimum insurance recommended by Manager in connection with the operation of the Facility . Owner acknowledges and understands that Manager has made no representations or warranties that such insurance is adequate to protect Owner. If Owner believes that any such insurance is insufficient, Owner shall provide, at Owner's expense, such additional insurance as Owner deems adequate. Manager shall not be responsible for any losses, damages, liability, or expenses that may not be covered by any of the insurance specified in this Section 4.1.

4.2 Policies and Endorsements.

4.2.1 *Policies*. All insurance coverage provided for under Section 4.1 above shall be secured through policies issued by insurance companies of good reputation and of sound and adequate financial responsibility which are approved to do business in the State of California. The party procuring such insurance shall deliver to the other party all of the policies of insurance so procured, naming the other party as an additional insured, and in the case of insurance about to expire, shall deliver certificates of insurance with respect to renewal policies not less than ten (10) days prior to the respective dates of expiration.

4.2.2 *Endorsements*. All policies of insurance provided for under this Article 4 shall, to the extent obtainable, have attached an endorsement that such policy shall not be cancelled or materially changed without at least thirty (30) days prior written notice to Owner and Manager. All insurance policies required under Section 4.1 shall contain an endorsement to the effect that such insurance shall be primary and non-contributory to any similar insurance that may be carried by the other party.

4.2.3 *Blanket Policies*. Any insurance policies provided by Owner or Manager under this Article 4 may be affected under policies of blanket insurance which cover other properties in addition to the Facility, and in such case an allocable portion of the premiums for such blanket policies of insurance, as established in the approved Annual Plan, shall be charged to the Facility as an Operating Expense.

4.3 Waiver of Subrogation. Neither Manager nor Owner shall assert against the other, and Manager and Owner hereby waive with respect to each other, any claims and rights of recovery for any losses, damages, liability or expenses (including attorneys' fees) incurred or sustained by either of them on account of injury to persons or damage to property arising out of the ownership, operation and maintenance of the Facility s, to the extent that the same are covered by the insurance required under this Article 4. Owner and Manager hereby grant to each other, on behalf of any insurance company providing insurance under this Agreement, a waiver of any right of subrogation which any insurer or party may acquire against the other party by virtue of payment

of any loss under any insurance policy. Owner and Manager shall give notice to the insurance companies providing insurance under this Agreement of the mutual waiver of subrogation contained in this Section 4.3, and Owner and Manager shall cause each such insurance company to provide a written subrogation waiver indicating that such insurance company waives all right of recovery by way of subrogation which such insurance company may acquire against Owner or Manager (as the case may be) and their insurance companies.

ARTICLE 5 - MANAGEMENT FEE

5.1 **Base Management Fee**. In consideration of Manager's services during the Term, Owner shall pay to Manager a "Base Management Fee" equal to One Hundred Thousand Dollars ($100,000) per year, payable in twelve (12) monthly installments of $8,333.33. The Base Management Fee shall be paid to Manager in accordance with Section 5.3 of this Agreement.

5.2 **Incentive Management Fee.**

5.2.1 In addition to the Base Management Fee, Owner shall further pay to Manager an "Incentive Management Fee" equal to (i) three percent (3%) of the first $900,000 of Adjusted Net Operating Income for a given Operating Year (the "Annual Threshold") and (ii) fifteen percent (15%) of the Adjusted Net Operating Income in excess of the Annual Threshold for a given Operating Year (the "15% Fee"). The Annual Threshold shall be increased annually by CPI.

5.2.2 If, in a given Operating Year, Net Operating Income is less than $0.00, the Incentive Management Fee for such Operating Year shall be reduced by an amount equal to the difference between $0.00 and actual Net Operating Income. So, for example, if Adjusted Net Operating Income for a given Operating Year is $100,000 but Net Operating Income for the same Operating Year is (-$1000), the Incentive Management Fee would be reduced from $3000 ($100,000 x .03 = $3000) to $2000 ($3000 - $1000 = $2000). Provided however, (a) the amount of the reduction may not be greater than the amount of the Incentive Management Fee for the given Operating Year, (b) in any subsequent Operating Year for which Net Operating Income is positive, any reductions in the Incentive Management Fee from a prior Operating Year or Years will be added to the Incentive Management Fee payable for such positive Operating Year, and (c) in the event that combined water and power costs in any Operating Year exceed the Excluded Expense Baseline, then for purposes of this paragraph Net Operating Income shall be calculated as if combined water and power costs for such Operating Year were equal to the Excluded Expense Baseline.

5.3 **Payment Schedule.** Owner shall pay Manager the Base Management Fee in advance, no later than five (5) days following the first day of each month during the Term. Owner shall pay the Incentive Management Fee, if any, to Manager within thirty (30) days following the final calculation of financial results for the Facility for the proceeding Operating Year. The Base Management Fee and Incentive Management Fee are sometimes referred to herein as "Fees." Owner shall permit and hereby authorizes Manager to pay to Manager, from the Operating Account, all Fees which are legally due and owing hereunder.

ARTICLE 6

BANK ACCOUNTS; WORKING FUNDS; RECORDS AND REPORTS; REMOVAL OF PROPERTY

6.1 **Bank Accounts.** In connection with operation and management of the Facility, the following bank accounts shall be established by Owner and Manager in a bank or banks approved by Owner, and shall be subject to Owner's control, audit and inspection (the "Bank Accounts"):

6.1.1 **Owner Account and Operating Account**. Owner shall establish a bank account for the Facility at a banking institution or institutions reasonably selected by Owner, such account to be in Owner's name (the "Owner Account"). Manager shall also establish a bank account for the Facility at a banking institution or institutions solely at the discretion of Manager, such account to be in Manager's name and sole control (the "Operating Account"). Manager will collect, receive and deposit into the Owner Account all monies received by Manager from the operation of the Facility. Owner shall deposit all funds required to be furnished by Owner as working capital funds under Section 6.3 of this Agreement into the Operating Account, and Manager will disburse those monies from the Operating Account only for the purposes set forth in this Agreement. Notwithstanding the provisions of the foregoing, Manager shall be entitled to maintain funds in reasonable amounts in "cash register banks" or in petty cash funds at the Facility but Manager shall not open any other bank accounts related to the Facility except for the Operating Account. All records and bank statements shall be subject to access and inspection by Owner pursuant to the terms recited herein. All Gross Revenues of the Facility shall be collected, received and deposited by Manager exclusively through the Owner Account. Upon termination of this Agreement for any reason, any funds remaining in the Operating Account after payment of all final expenses, costs and obligations of the Facility incurred during the Term shall be paid to Owner.

6.2 **Expenditures**. Manager is authorized to pay, from the Operating Account such amounts at such times as are required in connection with the ownership, operation, maintenance, repair, and improvement of the Facility and maintenance of the Practice Fields and related facilities and Manager's performance under this Agreement in accordance with the approved Annual Plan, subject to the provisions of this Agreement, including but not limited to all amounts specifically payable to or reimbursable to Manager hereunder.

6.3 **Account Funding.** Owner shall deposit into the Operating Account all funds required for Manager to operate and maintain the Facility and to maintain the Practice Fields in accordance with this Agreement and the Annual Plans, including, without limitation, funds for Manager to timely fund Operating Deficits, if any. Upon execution of this Agreement, Owner shall cause the sum of $500,000.00 (the "Working Capital Amount") to be deposited into the Operating Account as initial working capital for the Facility. On the first day of each month during the Term, Manager shall notify Owner of the total funds then in the Operating Account, and within seven (7) business days following such notification, Owner shall deposit additional funds into the Operating Account in the amount required to bring the Operating Account balance to an amount necessary to pay the projected Operating Expenses for the upcoming month, which amount Manager shall request along with a detailed accounting of the projected Operating Expenses for the upcoming

month.; Manager shall not, under any circumstance, be required to, or be deemed to have any duty to, advance any of its own funds for the operation of the Facility. Manager shall analyze all bills received for services, work and supplies in connection with maintaining and operating the Facility. Manager shall pay, on behalf of Owner, all such bills in accordance with the Annual Plan as and when the same shall become due and payable. Manager shall exercise commercially reasonable efforts to pay all bills within the time required to obtain any discounts which may be available. If there are insufficient funds in the Operating Account to make any payment, Manager shall promptly notify Owner prior to any delinquency so that Owner shall have an opportunity to transfer sufficient funds for Manager to make such payment prior to the imposition of any penalty or late charge as provided herein. In the event that Manager should advance any of its own funds for the operation of the Facility due to the failure of Owner to timely fund the Working Capital Amount as required hereunder, or to make any other payment to Manager required hereunder, Manager shall be entitled, without any further approval or authorization of Owner, to reimburse itself for such advances, from the Operating Account upon funding of the Operating Account by Owner; provided, however, that in such situation Manager shall notify Owner in writing of such reimbursement.

6.4 **Insufficient Funds**. Manager shall monitor the Facility's cash flow and shall provide to Owner a report detailing projected cash flow in the event that Manager projects an Operating Deficit to occur within thirty (30) days of providing such report. If at any time funds in the Operating Account, including the anticipated monthly funding of the Working Capital Amount by Owner as set forth in Section 6.3, shall be projected to be or are insufficient to pay the Facility's Expenses for the following month ("Operating Deficits"), Manager shall notify Owner and request a sufficient additional amount ("Additional Working Capital") to satisfy same so that Manager will have sufficient funds in the Operating Account to prevent any delinquency in payment for such expenses, and Owner agrees to deposit such funds within seven (7) days after Manager notifies Owner. Manager shall not be obligated to advance any of its own funds to or for the account of the Facility or Owner, nor to incur any liability unless Owner has furnished Manager with funds necessary for the discharge thereof. In the event Owner fails to timely provide Manager sufficient Additional Working Capital to pay expenses, Manager shall be under no obligation to pay any bill if there are insufficient funds in the Operating Account. Notwithstanding the foregoing, if Manager advances any funds in payment of an expense authorized by the Annual Plan, or an emergency expenditure under Section 3.2.3 herein, Manager may reimburse itself from the Operating Account; provided, however, that in such situation Manager shall notify Owner in writing of such reimbursement.

6.5 **Accounting Procedures**.

6.5.1 Inspection and Disclosure of Records. Upon fifteen (15) days' advance written notice to Manager setting forth the time of inspection and records to be inspected, Owner or its authorized auditors and representatives shall have access to and the right to audit and reproduce any of Manager's records to the extent Owner deems necessary to ensure Owner is receiving all monies to which Owner is entitled under this Agreement or for other purposes relating to this Agreement. Manager acknowledges that the Owner must comply with the California Public Records Act (Cal. Gov. Code §§ 6250 et seq.). Accordingly, any and all records required to be provided to Owner under this Agreement are subject to public disclosure at any time, without notice, pursuant thereto, including but not limited to this Agreement in its entirety.

6.5.2 Records Preservation. Manager shall maintain and preserve all such records for a period of at least three (3) years after termination of this Agreement. If Manager fails to make such records available within Los Angeles County, California or at a mutually agreed upon place, Manager shall promptly reimburse Owner for all reasonable costs incurred in conducting the inspection at another location, including but not limited to expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

6.6 No Default due to Lack of Funds. If Manager is unable to perform any of its agreements or covenants under this Agreement because of the failure on the part of Owner to provide the funds pursuant to Section 6.4, such failure of performance on the part of Manager shall not be deemed a default on the part of Manager and shall not give rise to any right of termination, damages or any other remedy against Manager, unless the failure to provide the funds is due to the occurrence of a breach of this Agreement by Manager or the gross negligence, willful misconduct or fraud by Manager.

6.7 Books and Records. Manager shall keep full and accurate books of account and such other records as are necessary to reflect the results of the operation of the Facility and maintenance of the Practice Fields. For this purpose, Owner agrees it will make available to Manager, or Manager's representatives, all books and records in Owner's possession relating to the Facility and to the maintenance of the Practice Fields, including contract documents, invoices and construction records. All books and records for the Facility shall be located at the Facility.

6.8 Reports to Owner. Manager will deliver, or will cause to be delivered, to Owner the following forecasts and statements:

(a) within twenty (20) days after the end of each calendar month, an update to the Annual Plan together with monthly and year-to-date financial statements which shall include a balance sheet, a profit and loss statement (on an accrual basis) showing the results of operation of the Facility for such month and for the year to date; and

(b) within sixty (60) days after the end of each Operating Year, financial statements, including a balance sheet, a profit and loss statement and actual versus budget comparison showing the results of operation of the Facility for such year (it being understood and agreed that such annual statement will reflect the annual Base Management Fee paid to Manager, calculated as provided in Article 5).

6.9 Accounting Firm; Audit. Manager shall, if requested by Owner, hire an independent certified public accounting firm selected by Owner to audit the financial statements required under this Agreement and/or all other records or written materials used by Manager in generating the financial statements or perform agreed upon procedures requested by Owner. Manager shall promptly furnish all documents requested by Owner, train the accounting firm with respect to the use and application of Manager's accounting software and supervise the work of the accounting firm. All fees and charges of the accounting firm shall be an Operating Expense of the Facility, unless the audit determines that an error of greater than five percent (5%) was made by Manager, in which case the costs of the audit will be paid by Manager and not as an Operating Expense of the Facility. Further, the State Auditor may examine and audit Manager for a period of 3 years after final payment under the Agreement. Regardless of whether a State or private audit is

performed, Manager shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by Owner, whichever occurs later.

6.10 Manager Accounting Software; Other Personal Property Owned by Manager. The parties acknowledge and understand that the accounting software used at the Facility is owned or licensed or leased by Manager, and Owner shall have no rights or interests in such software. Upon the expiration or earlier termination of this Agreement, the accounting software and other personal property at the Facility owned by Manager shall be removed from the Facility by Manager within thirty (30) days of such expiration or termination; provided, however, the financial data of and related exclusively to the Facility shall remain the property of Owner. After the thirty-day period, the accounting software and all other personal property at the Facility shall be owned by Owner if such was previously owned by Manager, and Manager shall reimburse any costs incurred by Owner in removing or returning any personal property leased by Manager or software licensed by Manager.

ARTICLE 7 - TERMINATION RIGHTS

7.1 Termination by Owner. Owner shall have the right to terminate this Agreement upon the occurrence of any one of the following events:

(a) Manager fails to keep, observe or perform any material covenant, agreement, term or provision of this Agreement , to be kept, observed or performed by Manager including, without limitation, Manager's failure to maintain, market, and promote the Facility in the manner required by this Agreement and by that year's Annual Plan, or materially increases Operating Expenses as set forth in the Annual Plan unless approved by Owner or otherwise permitted by the terms of this Agreement, and such default continues for a period of thirty (30) days after written notice of such default by Owner to Manager; or

(b) (i) Manager applies for or consents to the appointment of a receiver, trustee or liquidator of Manager or of all or a substantial part of its assets; (ii) Manager files a voluntary petition in bankruptcy or commences a proceeding seeking reorganization, liquidation, or an arrangement with creditors; (iii) Manager files an answer admitting the material allegations of a bankruptcy petition, reorganization proceeding, or insolvency proceeding filed against Manager; (iv) Manager admits in writing its inability to pay its debts as they come due; (v) Manager makes a general assignment for the benefit of creditors; or (vi) an order, judgment or decree is entered by a court of competent jurisdiction, on the application of a creditor, adjudicating Manager a bankrupt or insolvent or approving a petition seeking reorganization of Manager or appointing a receiver, trustee or liquidator of Manager or of all or a substantial part of its assets, and such order, judgment or decree continues unstayed and in effect for any period of sixty (60) consecutive days.

Owner's right to terminate pursuant to this Section 7.1 shall be exercised upon thirty (30) days additional written notice to Manager given at any time after the applicable cure period has expired. Owner's termination notice shall specify the effective date of such termination.

7.2 Termination by Manager. Manager shall have the right to terminate this Agreement upon the occurrence of any one of the following events:

(a) Owner fails to keep, observe, or perform any other material covenant, agreement, term or provision of this Agreement to be kept, observed or performed by Owner, and such default continues for a period of thirty (30) days after notice of such default by Manager to Owner; or

(b) (i) Owner applies for or consents to the appointment of a receiver, trustee or liquidator of Owner or of all or a substantial part of its assets; (ii) Owner files a voluntary petition in bankruptcy or commences a proceeding seeking reorganization, liquidation, or an arrangement with creditors; (iii) Owner files an answer admitting the material allegations of a bankruptcy petition, reorganization proceeding, or insolvency proceeding filed against Owner; (iv) Owner admits in writing its inability to pay its debts as they come due; (v) Owner makes a general assignment for the benefit of creditors; or (vi) an order, judgment or decree is entered by a court of competent jurisdiction, on the application of a creditor, adjudicating Owner a bankrupt or insolvent or approving a petition seeking reorganization of Owner or appointing a receiver, trustee or liquidator of Owner or of all or a substantial part of the assets of Owner, and such order, judgment or decree continues unstayed and in effect for any period of sixty (60) consecutive days;

Manager's right to terminate pursuant to this Section 7.2 shall be exercised upon thirty (30) days additional written notice to Owner given at any time after the applicable cure period has expired. Manager's termination notice shall specify the effective date of such termination.

7.3 **Curing Defaults**. Any default by Manager or Owner under the provisions of Section 7.1 or 7.2, as the case may be, which is susceptible of being cured shall not constitute a basis for termination of this Agreement if the nature of such default shall not permit it to be cured within the cure period allotted; provided that within such cure period the alleged party in default shall have given notice of its intent to cure, has commenced to cure such default, and is proceeding to complete the cure in good faith and with reasonable diligence by a date which is not more than six (6) months after the date of notice of default.

7.4 **Effect of Termination**. The termination of this Agreement under the provisions of this Article 7 shall not affect the rights of the terminating party with respect to any damages it has suffered as a result of any breach of this Agreement, nor shall it affect the rights of either party with respect to any liability or claims accrued, or arising out of events occurring, prior to the date of termination.

7.5 **Remedies Cumulative**. Neither the right of termination, nor the right to sue for damages, nor any other remedy available to a party under this Agreement shall be exclusive of any other remedy given under this Agreement or now or hereafter existing at law or in equity.

7.6 **Indemnification re Post-Termination Events**. Owner shall indemnify and hold harmless Manager and its owners, officers, directors, and employees from all costs, expenses, claims, damages, and liabilities arising or resulting from the failure of Owner following the expiration or earlier termination (for whatever cause) of this Agreement to fulfill its legal obligations to assume and provide any tournaments, banquets, meetings, and other group functions to be held at the Facility (collectively, "Events") contracted for by Manager prior to such expiration of termination of the Agreement pursuant to its rights and obligations under this Agreement (or contracted for prior to the Commencement Date), which Events are to be provided

after the expiration or termination of this Agreement, provided that on or before termination of the Agreement Manager has paid to Owner an amount equal to all deposits received from clients for reservation of such Events.

7.7 Transition. Upon the termination of this Agreement, Owner and Manager shall cooperate, in good faith, to ensure an orderly transition of the management and operation of the Facility and the maintenance of the Practice Fields from Manager to Owner.

7.7.1 Employees. Subject to the provisions of section 3.6.1 of this Agreement, upon termination of this Agreement for any reason, Manager shall terminate all employees of Manager, and Owner (or Owner's designated new operator) shall rehire a sufficient number of Manager's employees at the Facility as employees of Owner (or Owner's designated new operator) so as to comply with the WARN Act and obviate any notice or other requirements thereunder.

7.7.2 Licenses and Permits. Upon termination of this Agreement for any reason, Manager shall, at no cost to Manager and Owner, if possible (and if not possible to do so at no cost to either party, then at Owner's cost), transfer any and all licenses and permits which are in Manager's name to Owner or Owner's designated new operator, and/or assist Owner or Owner's designated new operator in obtaining new licenses and permits as necessary.

ARTICLE 8 - ASSIGNMENT

8.1 Assignment.

8.1.1 *Prohibited Assignments*. Except as provided in Sections 8.1.2 and 8.1.3, neither party shall assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld, delayed or conditioned. It is understood and agreed that any consent granted by a party to any such assignment shall not be deemed a waiver of any consent required under this Section 8.1.1 as to any future assignment.

8.1.2 *Permitted Assignment by Manager*. Manager shall have the right, without the consent of Owner, to assign this Agreement to any Affiliate of Manager or in connection with the sale of all or a substantial portion of Manager's assets by providing a commercially reasonable prior written notice to Owner, provided that the Affiliate or purchaser of Manager's assets expressly assumes all of Manager's obligations hereunder, and further provided that in the event of a sale of all or a substantial portion of Manager's assets to a third party, Owner shall have the right but not the obligation to terminate this Agreement with sixty (60) days written notice to Manager.

8.1.3 *Permitted Assignment by Owner*. Owner shall have the right, without the consent of Manager, to assign this Agreement to any Affiliate or to any third party upon notice to Manager, provided that the Affiliate, assignee or transferee (as applicable) expressly assumes all of Owner's obligations hereunder. In the event that Owner assigns this Agreement to an unaffiliated third party without the consent of Manager, Manager shall have the right but not the obligation to terminate this Agreement upon sixty (60) days advance written notice to both Owner and its assignee, such notice to be provided no later than thirty (30) days following written notification by Owner to Manager of the assignment and identity of the assignee.

8.1.4 *Remedies*. Any assignment by either party of this Agreement in violation of the provisions of this Section 8.1 shall be null and void and shall result in a termination of this Agreement. In addition to any other remedies available to the parties, the provisions of this Section 8.1 shall be enforceable by injunctive proceeding or by a suit for specific performance.

8.2 Successors and Assigns. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, legal representatives, successors and assigns.

ARTICLE 9 - DAMAGE OR DESTRUCTION; EMINENT DOMAIN

9.1 Damage or Destruction. Should the Facility be destroyed or substantially damaged by fire or other casualty, Owner, by written notice to Manager given within sixty (60) days following the occurrence of such event, shall have the right to terminate this Agreement, and in such event neither party shall have any further obligation to the other party under this Agreement, except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such termination. For the purpose of this Section 9.1, the Facility shall be deemed to have been substantially damaged if, in the reasonable opinion of Owner, full and productive economic use of the Facility cannot be made and the estimated length of time required to restore the Facility substantially to its condition and character just prior to the occurrence of such casualty shall be in excess of six (6) months. If this Agreement is not terminated in the event of damage to the Facility because the damage does not amount to substantial damage as described above, then Owner shall proceed with all due diligence to commence restoration of the Facility , but only to the extent that Owner has received insurance proceeds in connection with such damage or destruction.

9.2 Eminent Domain. If all of the Facility or premises (or such a substantial portion of the premises so to make it unfeasible, in the reasonable opinion of Owner. to restore and continue to operate the remaining portion of the premises for the purposes contemplated in this Agreement) shall be taken through the exercise (or by agreement in lieu of the exercise) of the power of eminent domain, then upon the date that Owner shall be required to surrender possession of the premises or of that substantial portion of the premises, this Agreement shall terminate and neither party shall have any further obligation to the other party under this Agreement except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such termination. If such taking of a portion of the Facility shall not make it unfeasible, in the reasonable opinion of Owner, to restore and continue to operate the remaining portion of the premises for the purposes contemplated in this Agreement, then this Agreement shall not terminate, and Owner shall proceed to repair any damage to the Facility, but only to the extent that Owner has received compensation in connection with such taking.

ARTICLE 10 - MAJOR CAPITAL IMPROVEMENTS

Any Capital Improvement involving an addition to the Facility or Practice Fields or renovation or refurbishing designed to upgrade or change the nature or image of the Facility, or Practice Fields which costs more than $10,000 in the aggregate, shall be deemed to be a "**Major Capital Improvement**." Any Major Capital Improvement project is in Owner's sole control and discretion, and all costs and expenses of any Major Capital Improvement shall be paid solely by

Owner. The parties acknowledge and agree that this Agreement imposes no responsibilities or obligations on the part of Manager with respect to any aspect of a Major Capital Improvement project, including design, construction, or supervision.

ARTICLE 11 - GENERAL PROVISIONS

11.1 Purchases by Manager. Manager shall use reasonable efforts to obtain the optimum combination of quality, price and terms for all purchases for the Facility or for items utilized in the maintenance of the Practice Fields utilizing its extensive contacts and experience in purchasing golf course related items. Manager shall not be entitled to any additional compensation for this undertaking other than as set forth herein. In connection with any purchases made by Manager or an Affiliate of Manager for the account of Owner, it is understood that Manager or such Affiliate may perform services as a representative of the manufacturer to secure the benefits of lower costs, and that any resulting savings shall be passed on to Owner, including representatives' fees. In addition, all trade discounts, rebates and refunds pertaining directly to purchases for the Facility or for items utilized in the maintenance of the Practice Fields (but excluding refunds and rebates received by Manager in connection with purchasing or leasing related to all Other Manager Facilities) shall accrue to the benefit of Owner.

11.2 Purchases from Manager Affiliates. If any purchases of goods or services for the Facility are made from or through an Affiliate of Manager, the charges to the Facility for such goods or services shall be on the same terms as those made to Other Manager Facilities, and such charges shall not exceed the market prices for such goods and services. Manager shall disclose to Owner the prices paid by its Affiliates for any such goods and services. Further, in case of any actual or potential material conflict of interests as to any purchases, Manager shall (i) disclose to Owner in writing such conflict with sufficient details and specificity; and (ii) obtain a prior written approval from Owner for each instance.

11.3 Indemnities.

11.3.1 *Manager's Indemnity*. Manager agrees to indemnify, protect, defend and hold harmless Owner and Owner's officials, officers, and employees from and against any and all claims, demands, actions, lawsuits, proceedings, damages, liabilities, judgments, penalties, fines, attorneys' fees, costs, and expenses:

(a) which result from any act or omission constituting gross negligence or willful misconduct or fraud by Manager or any Affiliate, officer, director, agent, independent contractor, or employee of Manager in connection with Manager's performance under this Agreement or under the Annual Plans; or

(b) which result from any action taken by Manager or its Affiliates, employees or agents relating to the Facility or the maintenance of the Practice Fields (i) that is expressly prohibited by this Agreement or by any Annual Plan (unless an exception to the Annual Plan was approved by Owner or is otherwise permitted herein), or (ii) that is not within Manager's delegated authority under this Agreement or under any Annual Plan (unless an exception to the Annual Plan was approved by Owner or is otherwise permitted herein).

Manager's indemnity obligations under this Section 11.3.1 shall not apply to any acts or omissions taken (or in the case of omissions, not taken) to the extent they are at the express direction or with the express approval of Owner, or to the extent any acts or omissions taken (or in the case of omissions, not taken) constitute gross negligence or willful misconduct by Owner, unless such act or omission constitutes gross negligence or willful misconduct or fraud on the part of any employee of Manager.

11.3.2 *Owner's Indemnity*. Owner agrees to indemnify, protect, defend, and hold harmless Manager and its owners, officers, directors, and employees from and against any and all claims, demands, actions, lawsuits, proceedings, damages, liabilities, judgments, penalties, fines, attorneys' fees, costs and expenses relating to the Facility, or the operations thereof:

(a) To the extent relating to or arising from the presence in, on, under or about the Facility, or the escape, seepage, leakage, spillage, discharge, emission or release, of any hazardous materials, toxic substances or petroleum products (as defined or regulated under any and all applicable federal, state and local environmental, health or safety laws, ordinances and regulations) from or through the Facility (collectively, the "Hazardous Materials"), including without limitation any and all costs of any required or necessary repair, cleanup, remediation or decontamination of the Facility, and the preparation and implementation of any closure, remedial or other required plans: provided that if the presence or disturbance of the Hazardous Materials was caused by the negligence or willful misconduct on the part of Manager or any of its Affiliates, employees or agents, Manager shall not be indemnified, protected, defended or held harmless under this Section 11.3.2; or

(b) To the extent resulting from any act or omission by Manager in connection with the management and operation of the Facility (i) that is expressly authorized by this Agreement, or (ii) that is within the scope of Manager's duties under this Agreement, or (iii) that is within Manager's delegated authority under this Agreement, or (iv) that was at the express direction or with the express approval of Owner, unless and to the extent that such act or omission constitutes gross negligence or willful misconduct or fraud on the part of any employee of Manager (and was neither at the express direction of Owner nor with the express approval of Owner) in which event Manager shall not be indemnified, protected, defended or held harmless under this Section 11.3.2.

11.4 **Facility Names**. The Facility and Practice Fields shall be known by such trade names and/or trademarks or logos as may from time to time be determined by Owner. All names, logos and designs used at the Facility and Practice Fields shall be the exclusive property of Owner. However, during the term of this Agreement Manager shall have a non-exclusive license to use such names, logos and designs in connection with the operation of the Facility. Manager may identify the Facility as a golf course managed and operated by Manager and may use the name "American Golf Corporation" or the initials "AGC" or the American Golf Corporation logo alone or in conjunction with other words or names or designs owned by Manager or any of its Affiliates. It is recognized that the name "American Golf Corporation" and the initials "AGC," together with any other names, logos or designs owned by Manager or any of its Affiliates and used in the management and operation of the Facility (including without limitation any such names, logos or designs used in connection with the restaurant, banquet rooms and meeting rooms in and about the Facility but excepting any use of the names "Oxnard" or "River Ridge" or use of any version of the

Oxnard logo), together with appurtenant goodwill, are the exclusive property of Manager or its Affiliates (collectively, the "Manager -Owned Names"). Accordingly, Owner agrees that no right or remedy of Owner for any default on the part of Manager under this Agreement shall, nor shall any provision of this Agreement, confer upon Owner or its successors or assigns the right to use Manager -Owned Names in the operation of the Facility or otherwise after the termination of this Agreement. In the event of any breach of this covenant by Owner, Manager, in addition to any remedies available to it under this Agreement or at law or in equity, shall have the right to injunctive relief. Anything contained in this Section 11.4 to the contrary notwithstanding, upon the expiration or earlier termination of this Agreement, Owner shall have the right to continue to use any and all items of Operating Inventory then on hand bearing any Manager -Owned Names, but shall not have the right to reorder any such items. In lieu of permitting Owner to continue to use such items of Operating Inventory bearing any Manager -Owned Names, Manager shall have the option to purchase any or all of such items at a price equal to Owner's cost of such items. Nothing herein shall authorize Manager's use of any version of Oxnard's logo without prior written authorization from Owner.

11.5 **Notices**. All notices, demands, requests, consents, approvals, replies and other communications ("Notices") required or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid to the addresses stated below; or (c) by deposit with an overnight express delivery service. Notice deposited with the United States Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the Postal Service. Notice by overnight express delivery service shall be deemed effective one (1) business day after deposit with the express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery. Notice also may be given by means of electronic facsimile transmission ("Fax") or e-mail; provided, however, that in order for a Fax Notice or e-mail Notice to be deemed effective, the party giving notice by Fax or e-mail shall provide a "hard copy" of the Fax Notice or e-mail Notice thereafter to the other party pursuant to one of the three methods of "hard copy" delivery specified in this Section.

For purposes of Notices hereunder, the address of Owner shall be:

City of Oxnard, California
305 W. Third Street, Third Floor
Oxnard, California 93030
Attention: Public Works Director

With a copy to:

City Attorney
City of Oxnard
305 W. Third Street, Suite 100E
Oxnard, California 93030
Fax: 805-385-7423

For purposes of Notices hereunder, the address of Manager shall be:

AGC Management, LLC
c/o American Golf Corporation
909 Pacific Coast Highway , Suite 650
El Segundo, California 90245
Attention: Legal Department
Facsimile: (310) 664-6165

Each party shall have the right to designate a different address within the United States of America by the giving of notice in conformity with this Section 11.5.

11.6 **Mortgages.** No mortgage shall in any way affect the rights, duties or obligations of Owner or Manager, respectively, hereunder, and in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any mortgage, the terms and conditions of this Agreement shall control. If the Owner records a mortgage and the mortgagee thereof requests that the terms of this Agreement be subordinate to such mortgage. Manager shall execute a subordination agreement substantially in the form requested by such mortgagee, so long as such subordination agreement is reasonable and contains attornment and non-disturbance provisions reasonably acceptable to Manager. No mortgagee shall have any rights against Manager and Manager shall have no obligations to any Mortgagee except as set forth in this Section 11.6.

11.7 **No Partnership or Joint Venture**. Nothing contained in this Agreement shall be construed to be or create a partnership or joint venture between Owner and its successors and assigns, on the one part, and Manager and its successors and assigns, on the other part. Manager shall perform all activities hereunder as an independent contractor, and no employer-employee or principal-agent relationship shall be established by this Agreement or the performance hereof.

11.8 **Modification and Changes**. This Agreement may be amended or modified only by a writing signed by both parties.

11.9 **Understandings and Agreements**. This Agreement constitutes all of the understandings and agreements of whatever nature or kind existing between the parties with respect to Manager's management and operation of the Facility and maintenance of the Practice Fields.

11.10 **Headings**. The Article, Section and Subsection headings contained in this Agreement are for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

11.11 **Consents**. Each party agrees that it will not unreasonably withhold any consent or approval requested by the other party pursuant to the terms of the Agreement, and that any such consent or approval shall not be unreasonably delayed or qualified. Similarly, each party agrees that any provision of this Agreement which permits such party to make requests of the other party shall not be construed to permit the making of unreasonable requests.

11.12 **Survival of Covenants**. Any covenant, term or provision of this Agreement which in order to be effective must survive the termination of this Agreement shall survive any such termination.

11.13 **Third Parties**. None of the obligations under this Agreement of either party shall run to or be enforceable by any party other than the parties to this Agreement or by a party deriving rights under this Agreement as a result of an assignment, subordination or similar agreement permitted pursuant to the terms hereof.

11.14 **Waivers**. No failure by Manager or Owner to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy consequent upon the breach of this Agreement shall constitute a waiver of any such breach or any subsequent breach of the same covenant, agreement, term or condition. No covenant, agreement, term or condition of this Agreement and no breach of this Agreement shall be waived, altered or modified except by a written instrument. A waiver of any breach of this Agreement shall only affect this Agreement to the extent of the specific waiver, and all covenants, agreements, terms and conditions of this Agreement shall continue in full force and effect.

11.15 **Applicable Law; Venue**. This Agreement shall be construed and interpreted in accordance with, and shall be governed by, the laws of the State of California. Venue for any action relating to this Agreement shall be properly in Ventura County, CA, Superior Court. Manager shall comply with all applicable laws in the performances of services hereunder.

11.16 **No Presumption Regarding Drafter**. Owner and Manager acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between Owner and Manager, and that this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem either Owner or Manager to be the drafter of this Agreement, and therefore no presumption for or against the drafter shall be applicable in interpreting or enforcing this Agreement.

11.17 **Enforceability of Any Provision**. If any term, condition, covenant, or obligation of this Agreement shall be determined to be unenforceable, invalid, or void, such determination shall not affect, impair, invalidate, or render unenforceable any other term, condition, covenant, or obligation of this Agreement.

11.18 **United States Currency**. All amounts payable pursuant to this Agreement shall be paid in lawful money of the United States of America.

11.19 **Counterparts**. This Agreement and any amendment may be executed in counterparts, and upon all counterparts being so executed each such counterpart shall be considered as an original of this Agreement or any amendment and all counterparts shall be considered together as one agreement. A signed copy of this Agreement transmitted by fax or email to either of Owner or Manager shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

11.20 **Gender and Number**. Whenever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of certain gender shall be deemed to include either of both of the other genders.

11.21 **Further Assurance**. Owner and Manager agree that at any time or from time to time after the execution of this Agreement, each shall, upon the request of the other, execute and deliver such further documents and do such further acts and things as such party may reasonably request in order to fully effect the purpose of this Agreement.

11.22 **Waiver of Jury Trial**. The parties hereby waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto on any matter whatsoever arising out of or in any way connected with this Agreement.

11.23 **Documents and Materials**. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Manager pursuant to this Agreement specifically for the Facility and not for use at any other facilities operated by Manager ("Documents and Materials") shall be the Owner's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the Owner without restriction or limitation upon their use, duplication or dissemination by the Owner. Manager shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Manager hereby assigns to the Owner all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the Owner pursuant to this Section 11.23. Manager shall deliver all Documents and Materials to Owner's Project Manager upon completion of the services or termination of this Agreement as an expense of the Facility. Additionally, anytime at Owner's request, Owner shall be entitled to possession of, and Manager shall furnish to Owner's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost to Owner. In both situations, if Manager prepares Documents and Materials on a computer, Manager shall provide Owner with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the Owner. Manager may retain copies of these Documents and Materials but must request permission from the Owner before use, duplication or dissemination of these Documents and Materials for any purpose other than for the services provided to the Owner pursuant to this Agreement. Any substantive modification of the Documents and Materials by Owner staff or any use of the completed Documents and Materials for other Owner projects, or any use of incomplete Documents and Materials, without the written consent of Manager, shall be at Owner's sole risk and without liability or legal exposure to Manager. Manager warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the services and the production of all Documents and Materials, and that the Owner has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Manager shall defend, indemnify and hold Owner's officials, officers and employees harmless from any loss, claim or liability in any way related to a claim that any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws

relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Manager shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the Owner is held to constitute an infringement and the use of any of the same is enjoined, Manager, at its own expense, shall: secure for Owner the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for Owner: or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This Section 11.23 shall survive the termination of this Agreement.

11.24 <u>Confidential Information.</u>

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

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254(n) and 6255, which exempts Owner's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, Owner will provide the requested information to Manager pursuant to the terms of this Agreement, and Owner's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by Manager without the written consent of Owner, except as may be necessary for Manager to fulfill its obligations to Owner.

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

disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

e. Manager shall use reasonable care to protect the confidential information. In the event of a breach or threatened breach of this Agreement, Owner shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Manager. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

f. Other than an obligation upon Owner to deal in good faith, Owner makes no warranties and shall bear no liability or responsibility for errors or omissions in any confidential information disclosed under this Agreement or for any business decisions made by Manager in reliance on any confidential information disclosed under this Agreement.

g. Manager will use the confidential information solely for the limited purposes of providing the services and fulfilling its obligations hereunder.

h. Except as otherwise agreed upon by the Parties, Manager shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to Owner, Manager acknowledges and agrees that: the confidential information is valuable to Owner, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to Owner; and that Owner could be entitled to seek injunctive relief, specific performance or both if Manager breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of Owner. Following Manager's completion of the Services, Manager shall promptly destroy all such confidential information in its possession or control and certify such destruction to Owner in a writing signed by an authorized representative.

k. This Section 11.24 shall survive the termination of this Agreement.

11.25 **<u>Conflict of Interest</u>**. If, in performing the Services set forth in this Agreement, Manager makes, or participates in, a "governmental decision" as described in Title 2, Section 18700(c)(4) of the California Code of Regulations, or performs the same or substantially all the same duties for Owner that would otherwise be performed by an Owner employee holding a position specified in Owner's conflict of interest code, Manager shall be subject to Owner's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Manager's personnel providing the services set forth in this Agreement. Furthermore, Manager shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Manager "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by Owner on any matter in connection with which Manager has been retained pursuant to this Agreement.

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

11.27 **Manager's Representations.** Manager warrants and represents that: (a) Manager is experienced in the management of public golf courses, and will to the best of its ability perform the services hereunder in accordance with the terms and conditions as set forth in this Agreement; (b) to the best of Manager's knowledge, there are no obligations, commitments or impediments of any kind that will prevent Manager's full performance under this Agreement; (c) to the extent required by the standard of practice, Manager has considered and fully understands the scope of services set forth hereunder.

11.28 **Compliance with Laws.** In performing the services under this Agreement, Manager shall comply with all applicable laws, ordinances and regulations. Before providing any services under this Agreement, Manager shall, at its own expense, obtain and maintain any certificates, licenses and permits which may be required to permit Manager to do business in the City of Oxnard, including a City of Oxnard business tax certificate. For clarity and the avoidance of doubt, nothing in this section 11.29 shall require Manager to expend its own funds to obtain all necessary licenses, permits and certificates required for the operation of the Facility and the business conducted at the Facility, the costs of which will be an Operating Expense of the Facility.

11.29 **Intellectual Property Warranties and Representations.** Manager warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the services. Manager shall bear the costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services hereunder, provided however that a portion of such costs, commensurate with the usage of the foregoing in the operation of the Facility, shall be allocated as an Operating Expense of the Facility as set forth in the Annual Plan.

11.30 **Taxes.** Manager shall be liable for and agrees to pay promptly and prior to delinquency, at its own expense and not as an Operating Expense of the Facility, any tax or assessment which may be levied by any governmental authority solely against Manager, related to Manager's corporate existence or corporate operations, separate and independent from any taxes which are levied by any governmental authority and related to the ownership, operation or possession of the Facility, which shall be Operating Expenses of the Facility.

[REMAINDER OF PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed effective as of the day and year first written above.

"OWNER"

CITY OF OXNARD, CALIFORNIA

By: Tim Flynn 6/24/19
Tim Flynn, Mayor

ATTEST:

Elizabeth Rubalcava 6/24/19
for Michelle Ascencion, City Clerk — Date

APPROVED AS TO FORM:

6/21/19
Stephen M. Fischer, City Attorney — Date

"MANAGER"

AGC Management, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[1] Owner 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.

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed effective as of the day and year first written above.

"OWNER"

CITY OF OXNARD, CALIFORNIA

By: _____
Tim Flynn, Mayor

ATTEST:

_____ _____
Michelle Ascencion, City Clerk Date

APPROVED AS TO FORM:

_____ _____
Stephen M. Fischer, City Attorney Date

"MANAGER"

AGC Management, LLC

By: _____
Name: Rick C Rosen
Title: CFO

By: _____
Name: Jim Frwckie
Title: President

[1] Owner requires the following for any contract:

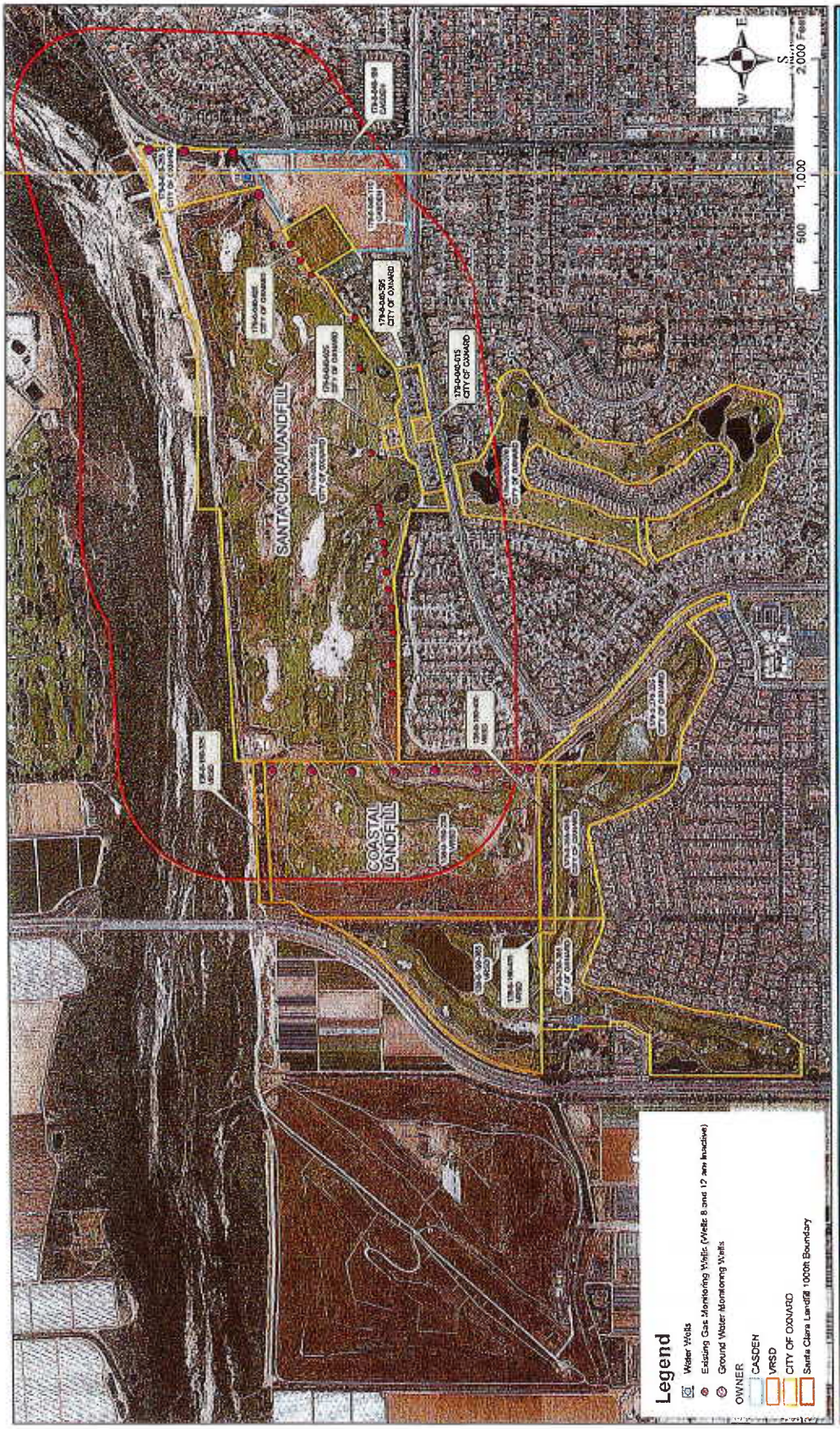
- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature 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

FACILITY MAP

(See Attached)



RIVER RIDGE GOLF CLUB

EXHIBIT A-1 - DEFINITIONS

Affiliate means any and all corporations, partnerships, trusts, limited liability companies and other entities directly or indirectly controlled by, controlling, or subject to direct common control of an entity or person.

Adjusted Net Operating Income means Gross Revenues minus Net Operating Expenses.

Capital Improvements means any alteration or addition to, or rebuilding or renovation of, the Facility which is considered a capital expenditure under GAAP, the cost of which is not charged to ordinary property operations, repair, replacement, alteration and/or maintenance.

Community Special Events means hosting a variety of golf and non-golf events such as movie nights, 4th of July, concerts at the course, food/beverage tastings, 5k or 10k runs, tournaments, disc golf, foot golf and youth activities/programs.

Comparable Facilities means (i) Olivas Links and Buenaventura both in Ventura, California, (ii) Los Robles in Thousand Oaks, California and (iii) Rustic Canyon Golf Course in Moorpark, California.

Compensation means the direct salaries and wages paid to or accruing for the benefit of any manager or other employee, together with all fringe benefits payable to or accruing for the benefit of such manager or other employee, including employer's contribution under the Federal Insurance Contributions Act ("FICA"); unemployment compensation, or other employment taxes; pension fund contributions, worker's compensation, group life and accident and health insurance premiums as well as any payments made by Manager which fall within the deductible amounts of any such policies; profit sharing; retirement; disability; and other similar benefits but only to the extent established in the Annual Plan and approved by Owner or otherwise approved by Owner as set forth in Section 3.6.1.

CPI means The United States Department of Labor, Bureau of Labor Statistics, All Items Consumer Price Index for All Urban Consumers (all items for Los Angeles – Long Beach – Anaheim, California on the basis of 1982 - 1984 equals 100). Notwithstanding the foregoing, if the format or components of the CPI are materially changed after the date hereof, then Owner and Manager shall mutually agree to a substitute index which is published by the Bureau of Labor Statistics or similar agency and which is most nearly equivalent to the CPI in effect as of the date hereof.

Excluded Operating Expenses means utility costs, insurance premiums (excluding workers compensation), cart and equipment lease payments, Capital Improvements, personal property taxes, and any possessory interest taxes owed by Owner.

Furnishings and Equipment means all furniture, furnishings, trade fixtures, apparatus and equipment, including golf course maintenance vehicles and equipment, golf carts, driving range pickers and pullers, mats, buckets, cash registers, rental golf clubs, ball washers, benches, uniforms, and other personal property used in or held in storage for use in the operation of the

Facility, other than Operating Inventory and fixtures attached to and forming part of the Improvements.

Gross Revenues means all amounts received as a result of the operation of the Facility and the sale of goods and services at the Facility, determined on an accrual basis and consistent with the income/operating statements generated by Manager in the ordinary course of business. Gross Revenues shall include, without limitation, the following generated at the Facility: all green fees; rental fees for golf carts, golf clubs, and other rental items; range balls; rental and concession payments; food and beverage sales; liquor sales; revenue generated from space rentals and from meetings, banquets, parties, receptions, tournaments, and other group gatherings; merchandise sales; instruction fees; vending sales (or, if applicable, receipts from vending companies); and proceeds from business interruption insurance. Gross Revenues shall not include the following:

(a) Cash refunds or credits allowed on returns by customers;

(b) Sales taxes, excise taxes, gross receipts taxes and other similar taxes now or later imposed upon the sale of food, beverages, merchandise or services and paid to the appropriate taxing authority, whether added to or included in the selling price;

(c) Fees charged by a golf professional functioning as an independent contractor for the teaching of golf lessons and instruction to the extent the Facility operation does not receive revenue from such golf lessons

(d) Receipts in the form of refunds from, or the value of merchandise, supplies or equipment returned to, shippers, suppliers or manufacturers;

(e) The amount of any gratuities paid or given by customers to Facility employees;

(f) Proceeds of insurance other than business interruption insurance or similar types of insurance;

(g) Any interest earned on any Owner provided bank account or funds;

(h) The actual uncollectible amount of any check or bank draft received as payments for goods or services and returned from a bank as being uncollectible; and

(i) The actual uncollectible amount of any sale of merchandise or services for which a credit card was accepted.

Legal Requirements means all laws, statutes, ordinances, orders, rules, regulations, permits, licenses, authorizations, directives and requirements of all governments and governmental authorities, which now or hereafter may be applicable to the Facility and/or the maintenance of the Practice Fields and the operation of the Facility and/or the maintenance of the Practice Fields.

Major Capital Improvements has the meaning set forth in Article 10.

Net Operating Expenses means Operating Expenses minus Excluded Operating Expenses.

Net Operating Income means Gross Revenues minus Operating Expenses plus any expenses for Capital Improvements.

Operating Expenses means utility costs, costs of purchasing Operating Inventory, Compensation and expenses of the management staff and other employees directly employed at the Facility, advertising and promotion, ordinary repairs, replacements, alterations and maintenance, cart and equipment lease payments, insurance premiums, the Base Management Fee, taxes and all other expenses relating to the operation of the Facility and/or payable under the Annual Plan that would be expensed in accordance with GAAP, except as provided in the next paragraph. Operating Expenses shall not include principal and interest payments on any promissory note or other debt instrument and payments under a deed of trust or mortgage (if any); depreciation; amortization; costs incurred as a result of any assignment of this Agreement or sale of the Facility; income taxes paid or payable by Owner on the income from the Facility.

Operating Inventory means consumable items used in or held in storage for use in the operation of the Facility, including scorecards and cart tickets, driving range balls, professional shop merchandise, food and beverages, paper and plastic ware, fuel, cleaning materials, fertilizers, pesticides, linens, glassware, sanitation supplies and other similar items.

Operating Year means any 365 day period during the Term beginning on the Commencement Date or any anniversary of the Commencement Date.

Other Manager Facilities means all other golf course facilities within the United States owned, leased, managed and/or operated, directly or indirectly, by Manager.

Excluded Expense Baseline means $900,000 for the initial Operating Year of the Term, plus three percent (3%) per annum for each Operating Year thereafter.

EXHIBIT B

ANNUAL PLAN FOR INITIAL OPERATING YEAR

(See Attached)

River Ridge

Twelve Month Spread - 2019-20 Fiscal Year Plan

	Jul-19 Plan	Aug-19 Plan	Sep-19 Plan	Oct-19 Plan	Nov-19 Plan	Dec-19 Plan	Jan-20 Plan	Feb-20 Plan	Mar-20 Plan	Apr-20 Plan	May-20 Plan	Jun-20 Plan	Fiscal Year Total
Summary Income Statement													
Revenue													
Green Fees	255,000	245,000	170,000	160,000	151,000	152,000	150,000	150,000	155,000	160,000	175,000	185,000	2,108,000
Cart Rental	78,000	73,000	69,000	67,000	56,000	56,000	50,000	50,000	56,000	61,000	66,000	66,000	748,000
Driving Range	18,000	21,400	22,600	26,900	28,000	31,200	29,200	31,300	37,600	41,800	46,000	46,000	380,000
Instruction	1,000	1,000	1,000	1,000	500	500	500	500	1,000	1,000	1,000	1,000	10,000
Merchandise	20,500	20,500	20,000	19,200	19,200	19,000	17,000	17,000	18,500	19,000	20,500	20,500	230,900
Food	45,000	45,000	43,000	42,000	41,000	46,000	30,000	30,000	42,000	44,000	45,000	46,000	499,000
Beverage	23,000	23,000	23,000	23,000	22,000	25,000	18,000	18,000	22,000	23,000	23,000	23,000	266,000
Other	8,500	8,500	8,500	8,200	8,200	9,400	4,800	4,800	8,300	8,300	8,500	8,500	94,500
Gross Revenue	**449,000**	**437,400**	**357,100**	**347,300**	**325,900**	**339,100**	**299,500**	**301,600**	**340,400**	**358,100**	**385,000**	**396,000**	**4,336,400**
Cost of Sales													
Merchandise	13,950	13,950	13,600	13,040	13,040	12,900	11,540	11,540	12,550	12,900	13,950	13,950	156,910
Food	13,500	14,310	13,760	13,440	13,120	14,720	9,600	9,600	13,440	14,080	14,400	14,720	158,690
Beverage	6,210	6,210	6,210	6,210	5,940	6,750	4,860	4,860	5,940	6,210	6,210	6,210	71,820
Total Cost of Sales	**33,660**	**34,470**	**33,570**	**32,690**	**32,100**	**34,370**	**26,000**	**26,000**	**31,930**	**33,190**	**34,560**	**34,880**	**387,420**
Gross Profit	**415,340**	**402,930**	**323,530**	**314,610**	**293,800**	**304,730**	**273,500**	**275,600**	**308,470**	**324,910**	**350,440**	**361,120**	**3,948,980**
Payroll													
Golf	11,218	11,218	10,645	10,645	10,073	10,073	10,073	10,073	11,041	11,790	12,363	12,363	131,571
Carts & Range	16,485	17,057	17,057	17,057	17,057	17,057	17,057	17,057	17,057	17,630	17,630	17,630	205,829
Course Maintenance	82,084	82,084	82,084	82,084	82,084	82,084	79,794	79,794	83,229	85,519	85,519	85,519	991,875
Food & Beverage	37,665	37,600	37,600	37,600	37,028	37,028	34,738	34,738	36,867	38,173	38,173	38,173	445,360
General & Administrative	17,283	17,970	18,084	18,084	18,084	18,084	18,084	18,084	18,141	18,485	18,485	18,485	217,352
Facilities	4,233	4,233	4,233	4,233	4,233	4,233	3,775	3,895	4,233	4,233	4,233	4,233	50,000
Total Payroll (Living Wage)	**168,967**	**170,161**	**169,703**	**169,703**	**168,558**	**168,558**	**163,520**	**163,640**	**170,568**	**175,829**	**176,401**	**176,401**	**2,042,007**
Other Operating Expenses													
Golf	5,500	1,500	3,500	500	500	1,500	500	500	500	1,500	500	3,500	20,000
Carts & Range	14,800	6,800	5,500	4,500	4,300	10,300	4,300	4,300	5,300	9,300	4,300	5,300	79,000
Course Maintenance	34,000	35,000	44,000	38,000	28,500	28,500	26,500	27,500	39,500	36,500	36,500	39,500	414,000
Food & Beverage	11,576	5,250	5,250	7,250	5,250	7,250	5,250	5,250	5,250	5,250	5,250	7,750	75,826
General & Administrative/Base Mgmt. Fee	39,893	18,093	18,093	17,593	17,598	18,098	17,098	17,098	17,098	18,098	18,098	18,098	234,956
Facilities	2,550	2,250	2,250	2,550	2,250	2,450	2,250	2,250	2,550	2,250	2,250	2,915	28,765
Total Other Operating Exp	**108,319**	**68,893**	**78,593**	**70,393**	**58,398**	**68,098**	**55,898**	**56,898**	**70,198**	**72,898**	**66,898**	**77,063**	**852,547**
Adjusted Net Opearting Income	**138,055**	**163,876**	**75,234**	**74,514**	**66,844**	**68,074**	**54,082**	**55,062**	**67,704**	**76,184**	**107,141**	**107,656**	**1,054,426**

Utilities													
Water	37,000	37,000	22,000	22,000	17,000	17,000	17,000	17 000	37,000	37,000	50,000	50 000	360,000
Power & Natural Gas	9,000	13,000	13,000	13,000	10,000	10 000	10 000	11,000	13,000	13,000	13 000	13,000	141 000
Telephone	550	550	550	550	550	550	550	550	550	550	550	550	6,600
Waste	2,000	2,000	2,000	2 000	2,000	2 000	2,000	2,000	2,000	2,000	2 000	2 000	24,000
Total Utilities	**48,550**	**52,550**	**37,550**	**37,550**	**29,550**	**29,550**	**29,550**	**30,550**	**52,550**	**52,550**	**65,550**	**65,550**	**531,600**
Leases & Rentals													
Cart Leases	14,100	14,100	-	15,400	15,400	15,400	15,400	15,400	15,400	15,400	15,400	15,400	166,800
Equipment Leases	-	-	-	-	-	-	-	-	-	-	-	-	-
Rentals	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Leases & Rentals	**14,100**	**14,100**	**-**	**15,400**	**15,400**	**15,400**	**15,400**	**15,400**	**15,400**	**15,400**	**15,400**	**15,400**	**166,800**
Other Oper Exp													
Personal Property Tax	-	13,000	-	-	-	-	-	-	-	-	-	-	13 000
Insurance	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	36,000
Total Other	**3,000**	**16,000**	**3,000**	**3,000**	**3,000**	**3,000**	**3,000**	**3,000**	**3,000**	**3,000**	**3,000**	**3,000**	**49,000**
Total Operating Expenses	**342,936**	**321,704**	**288,846**	**296,046**	**274,906**	**284,606**	**267,368**	**269,488**	**311,716**	**319,677**	**327,249**	**337,414**	**3,641,954**
Net Operating Income	**72,405**	**81,226**	**34,684**	**18,564**	**18,894**	**20,124**	**6,132**	**6,112**	**(3,246)**	**6,234**	**23,191**	**23,706**	**307,026**

EXHIBIT C

MAINTENANCE – PRACTICE FIELDS

(See Attached)

Practice Fields Maintenance Schedule 2019

July 1st- July 6th

-Check and hand water eastern end of fields for heat dry spots, blow and fill divots with a 2:1 topper/sand mix on a daily basis.
-Mow fields Monday-Saturday
-Fertilize with 46-0-0 and 6-24-24.
-Adjust irrigation as needed by 1pm.

July 7th-July 13th

-Check and hand water eastern end of fields for heat dry spots, blow and fill divots with a 2:1 topper/sand mix on a daily basis.
-Mondays clean grass clipings along fence lines.
Mow fields Monday-Saturday
-Spray chemicals Primo Maxx, Iron Man, and Green Toes.
-Adjust irrigation as needed by 1pm.

July 14th- July 20th

-Coordinate fence & tower install inside fields, help fence factory, lifts(3)?
-Check and hand water eastern end of fields for heat dry spots, blow and fill divots with a 2:1 topper/sand mix on a daily basis.
-Mondays clean grass clipings along fence lines.
-Mow fields Monday-Saturday
-Fertilize with 15-15-15
-Adjust irrigation as needed by 1pm. (increase/decrease)

July 21st- July 27th

Check and hand water eastern end of fields for heat dry spots, blow and fill divots with a 2:1 topper/sand mix on a daily basis.
-Mondays clean grass clipings along fence lines.
-Mow fields Monday-Saturday
-Spray chemicals Primo Maxx, Iron Man, and Green Toes.
Adjust irrigation as needed by 1pm. (increase/decrease)

July 28th- August 5th

-Check and hand water eastern end of fields for heat dry spots, blow and fill divots with a 2:1 topper/sand mix on a daily basis.
-Mondays clean grass clipings along fence lines.
-Mow fields Monday-Saturday
-Fertilize if necessary. Spread second application of soil surfactant LT120
Adjust irrigation as needed by 1pm. (increase)

August 6th- End of Camp

-Check and hand water eastern end of fields for heat dry spots, blow and fill divots with a 2:1 topper/sand mix on a daily basis.
-Mondays clean grass clipings along fence lines.
-Mow fields Monday-Saturday
-Fertilize or spray fields if necessary.
-Adjust irrigation as needed by 1pm. (increase)

[redacted]

Current as of 5/20/19
Days: M,T,W,F,Sa Start Times: 7pm,9pm,11:45pm
Stations: 1-8 @ 10 minutes
9-12 @ 5 minutes
13 @ 4 minutes
Beginning of camp [illegible]
Days: M,W,F,Sa Start Times: 7pm,10:30pm,11:45pm
Stations: 1-8 @ 2 minutes
[illegible]
9-12 @ 1 minutes
13 @ 2 minutes
Water is scheduled to start increasing on the 3rd week of camp. Subject to change [illegible]

[redacted] (160 Gallons) per application

Chemical Used: Primo Maxx, 115 oz, Iron Man; 2.5 Gallons, Green Toes: 2 quarts
Fertilizer Used: 46-0-0, 6-24-24'18-9-18, 15-15-15
[illegible]
Bonstar

EXHIBIT C-1

MAINTENANCE – PRACTICE FIELDS

(See Attached)

Scope of Work:

- Fields will be mowed as needed at ½" with John Deere 3235's. These are 5gang reel unit fairway mowers. These will be augmented with Toro 1445 trim mowers and Buffalo blowers if the fields need to be blown.
- Aerification will be done with a Toro Fairway Aerator, drug in with drag mats, blown into windrows with a Buffalo blower and then swept with a Toro sweeper.
- Fertilization will be done with a Lely spreader and depending on the soils analysis we'll apply the appropriate fertilizer for optimum growth. Just prior to the Cowboys arrival we've always increased the phosphorus and potassium levels to make the grass more wear resistant.
- Herbicide applications will be done with either a Toro or John Deere spray rig and granular applications will be made with a Lely spreader. Pre-emergent applications will be timed based on soil temperature to maximize efficacy. Post emergent applications will also be based on weather conditions to enhance the transition from Poa and volunteer Ryegrass to the hybrid Bermuda grass desired.
- Topdressing will be done with washed plaster sand to match the sand the fields were originally built with to avoid layering. The sand will be spread with a Tycrop MH400 material delivery unit and drug in with drag mats.
- Composting the fields will be done using a Tycrop 400 and drug in with drag mats.
- Field levels will be shot biannually and topdressing will be applied to lower areas to level the surface.
- Grooming or verticutting the fields will also aid in producing a healthier and more level surface.
- Records will be available at any time and we will always be available to city staff.

Schedule:

- January the fields require little maintenance and are mowed as few times as possible. There could be hours spent cleaning up after rainstorms.
- February is very similar in that we do as little as possible to maintain the fields and make them available for kids soccer. This is when we take soil samples to be analyzed and possibly begin post emergent herbicide applications.
- March is when the activity usually picks up with, a mowing frequency increase, post emergent herbicide applications and field fertilizations. Topdressing and composting the fields is standard and depending on the weather we could aerify the fields also.
- April will typically see the aerification done on the fields as well as a topdressing and composting. The mowing schedule is about the same as March but we often verticut the fields to remove thatch and the dead and dying Poa Annua and volunteer Ryegrass. This also helps to level the playing surface.
- May we topdress, compost ,fertilize and usually increase the mowing frequency.
- June is spent prepping for the Cowboys summer camp by applying more phosphorus and potassium, increasing the mowing schedule and continuing with topdressing and composting.
- July is when training camp begins and the level of activity depends on what the Cowboys require. We mow the fields 3 to 4 times a week, drag the dew off in the mornings and fill divots left from the previous days practice. Each mowing requires the fields be blown off afterward. We do a lot of hand watering during training camp.
- August after the camp is completed we begin rehabbing the field with fertilizer applications, topdressing and composting. Toward the end of this month we will aerify the fields.
- September mowings decrease, topdressing and composting continue and if we were not able to aeify the fields in August due to scheduling we will do them now.
- October as the days grow shorter and the weather cools the Bermudagrass growth slows down and our efforts do also. This is when we try to do as little as possible to maintain the fields but ensuring they are suitable for youth soccer and/or any events the Radison Hotel puts on.
- November same as October, anytime in these months that we can topdress and compost the fields we will. This is dependant upon the weather and growth curve on the fields, once they grow over the previous topdressing/composting we do it again.
- December fewer hours and mowing. Mainly spent on clean up after rain storms.

EXHIBIT D
LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

   (a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

   (b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

   (c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

   (d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

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

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $15.67 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2018

11.31 Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$15.67 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2019, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

d. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

EXHIBIT E
PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the

subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.

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

EXHIBIT F

INSURANCE REQUIREMENTS FOR FACILITY MANAGERS

1. Manager shall obtain and maintain during the term of the Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Agreement by Manager, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $3,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than $2,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

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

d. Property Insurance against all risks of loss to any tenant improvements or betterments in the amount of the full replacement cost of the improvement or betterment with no co-insurance provisions.

Crime/Employee Dishonesty Policy in an amount not less than $3,000,000. The Crime/Employee Dishonesty Policy shall name the City of Oxnard as a Joint Loss Payee.

2. Manager shall, prior to occupation of the premises, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-X. 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 occupation of the premises. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

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

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

4. Manager 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 Manager; products and completed operations of Manager; premises owned, occupied or used by Manager; or automobiles owned, leased, hired or borrowed by Manager. 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-X 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).**

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

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

6/19

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-X.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR [x] OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE $6,000,000 PRODUCTS COMP.OP AGG $3,000,000 PERSONAL & ADV INJURY $3,000,000 EACH OCCURRENCE $3,000,000 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 $2,000,000 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** Property insurance against all risks of loss to any tenant improvements or betterments Crime/Employee Dishonesty Policy				LIMIT OF INSURANCE $3,000,000

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

SAMPLE

CERTIFICATE HOLDER	CANCELLATION
CITY OF OXNARD **Attn: Insurance Compliance** **Reference No._____** **P.O. Box 100085 – OX** **Duluth, GA 30096** **Via Email: cityofoxnard@ebix.com** **Via Fax: 678-259-1007**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE_____

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage ☐ Per Occurrence ☐ Per Claim (which)

NAMED INSURED

APPLICABILITY.

This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered.

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ Occurrence

OTHER PROVISIONS

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE 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, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone (____) _____ Date Signed _____

Rev. 6/19

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $ _____ applies to
coverage ☐ Per Occurrence ☐ Per Claim (which)

NAMED INSURED

APPLICABILITY: This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY

☐ BUSINESS AUTO POLICY

☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: (_____)_____ Date Signed _____

Rev. 6/19

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. L.4

DATE: February 6, 2024

TO: City Council

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

SUBJECT: Golf Management Agreement. (10 minutes)

RECOMMENDATION

That the City Council authorize staff to enter into negotiations with American Golf Corporation for a new Agreement to manage the River Ridge Golf Club operations.

(The Public Works and Transportation Committee was scheduled to consider this item on January 9, 2024. That meeting was canceled and the item is being brought directly to Council for action due to time constraints.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/69uH3oiNOTs

BACKGROUND

The City of Oxnard owns the River Ridge Golf Club ("golf operations"), a municipal golf course under the supervision of the Public Works Department. The golf operations consist of two 18-hole golf courses that are currently operated under contract by American Golf Corporation ("AGC"). AGC was awarded the management agreement ("Agreement") that began on July 1, 2019 and will expire on June 30, 2024.

DISCUSSION

With the pending expiration of the AGC Agreement, which will occur on July 1, 2024 for the management of the golf operations, staff has been identifying options for a new agreement with a vendor to operate the golf course enterprise. Generally, two options are available for a third-party vendor to manage the golf operations: (1) send out a new Request For Proposals (RFP) for all vendors to submit individual proposals or (2) directly negotiate with the existing vendor based upon certain criteria. The Public Works Department has confirmed with the City's Purchasing Agent, per Article 4-52 of the City Code for Trade and Professional Services, that the City may enter into new negotiations with AGC based upon their performance of managing the golf operations during the current Agreement. Staff has identified three key elements to make this recommendation to the City Council. These include: financial stability/viability, customer satisfaction, and the condition of the golf course.

KEY ELEMENTS:

Financial -

The golf operations have been profitable during each operating year of AGC's management. This includes the COVID years when the golf operations posted net profits of $2.2 million in FY 2020-21 and $1.8 million in FY 2021-22. For FY 2022-23, the total revenues were $6.2 million with expenditures of $4.7 million. Therefore, the net revenue for the golf operation in FY 2022-23 was $1.5 million. The declining net revenues for each fiscal year are directly associated with the increases for living wage, prevailing wage, and the increasing costs of utilities and goods and services. To generate more

revenue, the golf course green fees were increased by an average of $5 per round beginning on July 1, 2023. The FY 2023-24 Golf Annual Plan had projected revenues of $6.1 million. However, after the first half of this fiscal year, the revenues are now projected to exceed $7 million.

The net revenues for each fiscal year remain with the Golf Enterprise Fund as the Fund Balance. The Fund Balance is the accumulation of operating surpluses that includes the annual net revenues. At the completion of each fiscal year, these surpluses are transferred into this fund and can only be used for the operations and improvements of the golf operations. For best management practice, per Council policy, the Fund Balance reserves $1.4 million to cover six months of golf operating expenses. Therefore, the Golf Enterprise available fund balance, in excess of the Council policy, as of June 30, 2023 is $3.3 million.

The annual net revenue amounts posted by AGC for the golf course operations were not seen under the previous golf course operator and agreement.

Customer Satisfaction -

Between October 10, 2023 and December 10, 2023, a customer survey was conducted to measure the satisfaction of golf course users based on the management by AGC. This survey was targeted to actual golf course users who are on the email list for the River Ridge Golf Club. Additionally, a computer was provided in the pro shop for customers to take the survey in person. The survey results (Attachment 1) were calculated from 1,094 customers. It is interesting to note that 62% of the golf course customers are not residents of the City of Oxnard, and 64% of the customers do not consider River Ridge to be their primary course. Therefore, the majority of the revenues that are generated by the golf operations are from non-residents. In terms of value, 55% of the users surveyed consider the golf course to be a good or excellent value, while 29% consider it a fair value, and only 2% consider it a poor value. In response to the friendliness of staff, 95% of the customers surveyed consider the staff to be “Friendly” to “Very Friendly”.

Course Conditions and Improvements -

In terms of the golf course conditions, 35% consider the golf course conditions to be in “Average Quality”, 40 % “Good Quality”, and 5% “Excellent Quality”. Finally, 58% of the users consider the golf course to be in better condition than it was three years ago.

In FY 2022-23, the golf operations generated over $400,000 for receptions and events. Currently, there are $328,000 in deposits and contracts for scheduled receptions and events with another six months remaining in this fiscal year. To accommodate more services that will generate more revenue, the City has a Capital Improvement Project (CIP) to construct a new Event Pavilion at the River Ridge Golf Club to accommodate more events such as golf receptions, weddings, end-of-life celebrations, and other private parties. The current CIP budget for the Event Pavilion is $600,000. However, after an initial feasibility review, this project will require additional funding. In response, AGC is proposing, subject to a new agreement for up to 10 years, to assist with the new Event Pavilion by contributing up to $525,000 total, in installments from their annual incentive fee, towards the costs of this project. If staff is directed to work directly with AGC on a new agreement, this is one of the topics and amounts that will be negotiated in the best interest of the golf course operations and keeping within the allowable procedures and process for procurement.

Summary -

As a result of AGC’s performance since July 1, 2019 as measured by the continual annual postings of positive revenues, the positive feedback from the recent customer survey, and the proposal by AGC to assist with funding the facility (e.g. event space improvements), staff recommends receiving approval from the City Council to enter into negotiations to continue the management of the golf operations by American Golf Corporation through a new negotiated Agreement. The new negotiated terms, Agreement, and cost will be brought back to the City Council for review, comments, edits, and final approval.

Alternative -

As an alternative to negotiating directly with AGC, staff would produce a RFP and solicit for proposals to be evaluated. Staff does not recommend this option because AGC has proven their qualifications and performance and there

is no guarantee that the RFP process would result in an operator that could equal or better the success of AGC. Therefore, staff recommends approval to enter into negotiations for a new agreement and save the time and resources that will be required for the RFP process.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no direct financial impact with approving this recommendation. River Ridge Golf Course operates as an Enterprise Fund. Therefore, operational expenses are paid through golf course revenues with no impact on the General Fund. The cost for the new golf management agreement by AGC, or another operator, will be presented to the City Council for approval at a future Council meeting and will remain an operations cost of the Golf Enterprise Fund.

COMMITTEE OUTCOME

The Public Works and Transportation Committee was scheduled to consider this item on January 9, 2024. That meeting was canceled and the item is being brought directly to Council for action due to time constraints.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. River Ridge Golf Course User Survey _ SurveyMonkey
2. Presentation

Extension of Golf Management Agreement A-8157

City Council
June 4, 2024

Steve Howlett, Assistant Director
Public Works Department

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council approve and authorize the First Amendment to the Golf Course Management Agreement with American Golf Corporation for a time extension only with an initial term of eight months ending on February 28, 2025.

BACKGROUND

- The City of Oxnard owns the River Ridge Golf Club (“golf operations”), a municipal golf course under the supervision of the Public Works Department. The golf operations consist of two 18-hole golf courses that are currently operated under contract by American Golf Corporation (“AGC”).

- AGC was awarded the management agreement (“Agreement”) that began on July 1, 2019 and will expire on June 30, 2024.

- On February 6, 2024, the City Council authorized staff to enter into negotiations with AGC for a new agreement to manage the River Ridge Golf Club operations.

DISCUSSION

Since the City Council's approval on February 6, 2024, to negotiate a new agreement with AGC, staff from Public Works has been developing updated language for the new agreement. During this same period, staff has been in communication with AGC representatives about the key elements of the proposed new agreement. Some of the major elements in the proposed agreement are:

- Financial compensation to the golf course operator; to include the base fees and incentive fees
- Customer satisfaction tracking and scoring
- Condition of the golf course and improvements to the facilities (e.g. event space)
- Required maintenance as it relates to the closed landfill (Post-Closure Maintenance Plan)

DISCUSSION

- Staff is including language in the new agreement to address and clarify these four major elements that did not have specific objectives and criteria for measuring success in the previous agreement.

- In addition to providing financial thresholds and triggers for the operator to meet, thresholds and requirements that are associated with a satisfactory golf course experience for the customers will be highlighted.

- This shift in perspective will require additional time to negotiate with AGC. As such, staff is requesting to extend the existing contract for eight months ending on February 28, 2025, should the current negotiations extend past the contract expiration date of June 30, 2024.

DISCUSSION

- If after two months into the extension, August 31, 2024, there is not an accord on the new agreement, staff will initiate a request for proposal (RFP) process to allow other operators to submit proposals for the golf operations with the new golf operator to begin on March 1, 2025.

FINANCIAL IMPACT

- The Amendment to extend the Golf Management Agreement will constitute the Manager (AGC) to continue to manage and operate the golf course in accordance with the standards set forth in the current Agreement and the most recent approved Annual Plan and any approved amendments thereto.

- Therefore, the Golf Enterprise Fund will continue to support the golf operations per the February 6, 2024, City Council-approved fund that was presented in the Budget Mid-Year Review by the Finance Department.

- There is no impact to the General Fund.

QUESTIONS
ANSWERS

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

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

City Council
June 4, 2024

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

CITY OF OXNARD CALIFORNIA

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.

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

BACKGROUND

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 houses the majority the City's internal Information Technology (IT) networking infrastructure, including the networking and storage servers, system backup servers, 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, and Environmental Resources, and City Hall

DISCUSSION

On or about February 6, 2024, the City Data Center's cooling system, approximately 13 years old, experienced a mechanical failure.

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 were contacted to further assess and repair the system.

DISCUSSION

On March 6, 2024, the on-call service reported 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 and the service provider recommended a full replacement.

DISCUSSION

The City is at a risk for loss of its Data Center services

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

DISCUSSION

Public Works has received a preliminary cost proposal to remove and replace the existing in-row chilled water Computer Room Air Conditioner (CRAC) units and the associated rooftop chiller 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.

FINANCIAL IMPACT

Current cost estimate to purchase and install a new Cooling System is estimated to be 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

Staff will return to Council to ratify any necessary contracts for this emergency project. A final project total will be provided to the City Council

CITY OF
OXNARD
CALIFORNIA

QUESTIONS?

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.6

DATE: June 4, 2024

TO: City Council

FROM: Javier Chagoyen-Lazaro, Chief Financial Officer, (805) 200-5400, javier.chagoyenlazaro@oxnard.org

SUBJECT: City of Oxnard Bank Administration Signatories and Users of the On-line Web Banking Accounts, and Local Agency Investment Fund (LAIF) Authorization. (10 minutes)

RECOMMENDATION

That the City Council:

1. Adopt a resolution designating signatories for the City bank accounts, banking administrator, and users of the on-line web banking accounts.

2. Adopt a resolution authorizing investment of monies in the Local Agency Investment Fund.

BACKGROUND

Banking administration

California Government Code Section 53635.2 requires all money belonging to or in the custody of a local agency to be deposited for safekeeping in state or national banks, public banks, savings associations, federal associations, credit unions, or federally insured industrial loan companies in this state selected by the treasurer or other official having legal custody of the money. Additionally, California Government Code Section 53679 provides that money belonging to the local agency under the control of any of its officers or employees other than the treasurer shall be deposited as active or inactive deposits.

Currently, all funds collected by the City are ultimately in the custody and under the control of the Billing and Licensing Department. The Assistant City Treasurer / Department Director 1 has traditionally in his/her capacity acted as the City's banking administrator.

The proposed resolution would officially designate the Assistant City Treasurer as the City's Banking Administrator.

Authorized Signers

Resolution 15,324, which was adopted on May 5, 2020, authorizes the Assistant City Treasurer acting together with the Chief Financial Officer or the Assistant Chief Financial Officer:

> 1. to sign all financial instruments drawn on any eligible depository and […] may endorse all financial instruments for deposit to the credit of the City of Oxnard, assessment districts or the Oxnard Community development Commission Successor Agency,
> 2. to initiate and approve electronic bank transactions for the City of Oxnard, assessment districts or the Oxnard Community Development Commission Successor Agency.

Resolution 12,520, adopted on November 25, 2003, currently authorizes the City Treasurer, the Assistant City Treasurer

and an Accountant Clerk II to deposit and withdrawal funds from Local Agency Investment Fund (LAIF).

Also, it is necessary to clarify that a change in staff (City Manager, Assistant City Manager, Assistant City Treasurer, Assistant Chief Financial Officer, Chief Financial Officer) would not require formal adoption of a new resolution by the City Council. Such changes in persons, not titles, would be handled administratively.

Payment Approvals/Processing

Checks issued by the City shall require two signatures (facsimile is allowed) from authorized officers. In their immediate absence, both the Chief Financial Officer and Assistant City Treasurer / Assistant Chief Financial Officer can appoint a temporary designee.

Recommended banking authorizations

The proposed resolution designating signatories for the City bank accounts, banking administrator, and users of the on-line web banking accounts would designate the Assistant City Treasurer as a City's Banking Administrator, and assigns different levels of responsibility to different positions within the Finance Department following segregation of duties in support of internal controls.

Deposits must be recorded in the City's accounting software to ensure the full accounting of the funds received on behalf of the City, following the corresponding cash management steps.

All disbursements activities must have been previously processed in the City's accounting software, following the corresponding approval steps prior to initiate the bank disbursements.

Summary table with banking authorizations by City position

	Electronic Banking Access				Check signature	Banking Administration
Position	**View**	**Edit**	**Approve**	**Admin**		
Assistant City Treasurer	✓	✓	✓	✓	✓	✓
Chief Financial Officer	✓	✓	✓	✓	✓	
Assistant Chief Financial Officer	✓	✓	✓	✓	✓	
Billing & Licensing Supervisor	✓	✓				
B&L Management Analyst II	✓	✓				
B&L Cashiers	✓	✓				
Finance Accountant	✓					
City Treasurer	✓					

The proposed resolution authorizing investment of monies in LAIF is in the form provided by the California State Treasurer and updates the City officers authorized to order the deposit or withdrawal of monies in LAIF and to execute and deliver documents necessary in order to effectuate LAIF transactions. If adopted, the proposed resolution will be filed with LAIF.

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: Stephen Fischer, City Attorney, Jason Zaragoza, Deputy City Attorney, Javier Chagoyen-Lazaro, Chief Financial Officer

ATTACHMENTS

1. Resolution – City authorized banking signatories, banking administrator, and users of on-line web banking services.
2. Resolution – City authorized investment signatures in the Local Agency Investment Fund

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE BANKING SIGNATORIES, BANKING ADMINISTRATOR, AND USERS OF THE ON-LINE WEB BANKING ACCOUNTS

WHEREAS, in the course of business for the City of Oxnard ("City"), the City establishes relationships with various financial institutions ("banks") for purposes including, but not limited to depository of City funds, investment of funds, borrowing money, and making payments on bonds and other debt issued by the City; and

WHEREAS, banks with whom the City does business normally require a City resolution designating which City officials are authorized to open bank accounts and to execute checks and other orders for payment of City funds; and

WHEREAS, the City has found it necessary to set-up online web banking for the bank accounts of the City; and

WHEREAS, the City Council has the authority to appoint signatories on accounts and desires to designate certain City Officials as designated signatories and certain City Officials and employees as users for the on-line web banking for the City.

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

1. As used in this Resolution, the term "Bank" shall mean any financial institution with whom the City establishes a banking relationship, including but not limited to local investment pools.

2. The Assistant City Treasurer is designated as the City's Banking Administrator and is authorized, on behalf of the City to conduct contracting requirements relating to the deposit, safeguarding and withdrawal of City monies, which include:

- Specifying in writing to the bank the name of individuals who are authorized, subject to the authorization provided by this Resolution, in the name of and on behalf of the City to:
    - Withdraw funds from any of the City's banking accounts on the City's checks or orders.
    - Endorse and deliver to the bank, for any purposes, and in any amount, negotiable or non-negotiable items of any kind, owned by, or held by, or payable to the City.
    - Send, review and/or authorize wire and electronic transfers of funds from the City accounts.
    - Otherwise access the City's deposit accounts.

- Administer all day-to-day banking activities, including banking services that support routine City financial operations and analysis of City banking service needs.

3. That Assistant City Treasurer or Chief Financial Officer will certify to a Bank the names and signatures (either actual or in any form or forms of facsimile or mechanical signatures adopted by the person authorized to sign) of the Authorized Signers listed below and shall from time-to-time hereafter, upon a change in the facts so certified, immediately certify to the Bank the names and signatures (actual or facsimile) of the persons then authorized to sign or to act.

4. In connection with funds, accounts payable, and payroll accounts of the City of Oxnard, assessments districts and the Oxnard Community Development Commission Successor Agency, the holders of the following positions with the City, two of them acting together are hereby authorized to sign ("Authorized Signers") all financial instruments drawn on any eligible depository and that each of the below persons, individually, may endorse all financial instruments for deposit to the credit of the City of Oxnard, assessment districts or the Oxnard Community Development Commission Successor Agency:

Assistant City Treasurer
Chief Financial Officer
Assistant Chief Financial Officer

5. In connection with funds, accounts payable, and payroll accounts of the City of Oxnard and assessment districts and the Oxnard Community Development Commission Successor Agency, the positions below, are hereby authorized to approve phone, email and electronic bank transactions for the City of Oxnard, assessment districts or the Oxnard Community Development Commission Successor Agency, and are designated bank electronic bank administrators:

Assistant City Treasurer
Chief Financial Officer
Assistant Chief Financial Officer

6. In connection with funds, accounts payable, and payroll accounts of the City of Oxnard and assessment districts and the Oxnard Community Development Commission Successor Agency, the positions below, are hereby authorized to initiate phone, email and electronic bank transactions for the City of Oxnard, assessment districts or the Oxnard Community Development Commission Successor Agency, that can only be approved by a different user, review activities online, and download reports from banking websites:

Assistant City Treasurer
Chief Financial Officer
Assistant Chief Financial Officer
Billing & Licensing Supervisor
Billing & Licensing Management Analyst II
Billing & Licensing Cashiers

7. That the holders of the following positions with the City are authorized users for the on-line web banking services to review activities online, and download reports from banking websites:

Assistant City Treasurer
Chief Financial Officer
Assistant Chief Financial Officer
Billing & Licensing Supervisor
Billing & Licensing Management Analyst II
Billing & Licensing Cashiers
Finance Accountant
City Treasurer

8. To the extent required by Government Code section 53649, the City Treasurer shall enter into any contract with a depository relating to any deposit which in his or her judgment is to the public advantage.

9. Sections 1 through 4 of Resolution 15,324, adopted on May 5, 2020, are hereby rescinded.

PASS AND ADOPTED this 4th day of June 2024

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
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 AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the City of Oxnard;

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Oxnard hereby authorizes the deposit and withdrawal of City of Oxnard monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows:

Section 1. The following City officers holding the titles specified hereinbelow **or their successors in office** are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Phillip Molina, City Treasurer	Signature: _____
Mark Sewell, Assistant City Treasurer	Signature: _____
Javier Chagoyen-Lazaro, Chief Financial Officer	Signature: _____
Martha Guerra, Billing and Licensing Supervisor	Signature: _____

Section 2. This resolution shall remain in full force and effect until rescinded by City Council by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

Section 3. Resolution 12,520, adopted on November 25, 2003 is hereby rescinded.

PASS AND ADOPTED this 4th day of June 2024

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
John C. Zaragoza, Mayor

ATTEST

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM

_____
Stephen M. Fischer, City Attorney