

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 4<sup>th</sup> Floor during customary business hours. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda. The agenda reports are on the City of Oxnard web site at [www.oxnard.org](http://www.oxnard.org).



AGENDA  
OXNARD CITY COUNCIL  
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY  
OXNARD FINANCING AUTHORITY  
OXNARD HOUSING AUTHORITY  
Council Chambers, 305 West Third Street  
January 15, 2019

**Appointment Items - 5:30 PM**  
**Regular Meeting - 6:30 PM**

A. ROLL CALL/POSTING OF AGENDA

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

B. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States.

C. APPOINTMENT ITEMS (5:30 PM)

Economic Development Department

1. SUBJECT: Resolution of Intention to Establish the Oxnard Tourism Marketing District. (10/5/5)

RECOMMENDATION: That City Council adopt a Resolution of intent authorizing the Oxnard Convention and Visitors Bureau (OCVB) to establish the Oxnard Tourism Marking District (OTMD).

Legislative Body: CC

Contact: Ashley Golden

Phone: (805) 385-7882

Public Works Department

2. SUBJECT: Groundwater Pumping Allocation for Next Two Decades. (15/15/15)

RECOMMENDATION: That City Council receive and file a presentation regarding the Fox Canyon Groundwater Management Agency's latest proposed groundwater allocation ordinance, which will significantly affect the next twenty years of groundwater pumping for the City of Oxnard, and is scheduled to be adopted on January 23, 2019.

Legislative Body: CC

Contact: Rosemarie Gaglione

Phone: (805) 385-8055

D. CEREMONIAL CALENDAR (6:30 PM)

1. SUBJECT: Presentation of a Proclamation Designating January 21, 2019 as "Dr. Martin Luther King, Jr. Day."

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.

City of Oxnard internet address: [www.oxnard.org](http://www.oxnard.org).

2. SUBJECT: Presentation of a Resolution to David J. Harper for Forty-One Years of Outstanding Service to the City of Oxnard.
3. SUBJECT: Presentation of a Resolution to Yvonne J. Harper for Thirty-Seven Years of Outstanding Service to the City of Oxnard.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty minutes. 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 cards will not be accepted after the beginning of the general public comment period. Based on the number of speaker cards submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to three minutes, but shorter time may be established as deemed necessary. A person not able to address the legislative body at this time because the thirty minutes expires may do so just 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. PUBLIC HEARINGS

Development Services Department

1. SUBJECT: Planning and Zoning Permit Nos. 16-500-06 (Special Use Permit); 16-535-01 (Density Bonus); and 16-300-06 (Tentative Subdivision Map No. 5995) to Construct 20 Townhome Units Inclusive of 4 Affordable Units (Low Income), and a Tentative Subdivision Map to Create 20 Condominium Units on the 0.91-Acre Parcel Located Within the Southwinds Neighborhood. Property Located at 5489 Saviers Road (APN: 222-0-011-29). Filed by Designated Agent Henry Casillas, 451 West Fifth Street, Oxnard, California, 93030, on Behalf of the Property Owner (The "Applicant"). (20/20/15)

RECOMMENDATION: That the City Council:

1. Adopt a resolution upholding the Planning Commission's approval of Planning and Zoning Permit No. 16-500-06 (Special Use Permit), subject to certain findings and conditions;
2. Adopt a resolution upholding the Planning Commission's approval of Planning and Zoning Permit No. 16-535-01 (Density Bonus), subject to certain findings and conditions;
- and
3. Adopt a resolution approving Planning and Zoning Permit No. 16-300-06 (Tentative Subdivision Map No. 5995), subject to certain findings and conditions.

Legislative Body: CC

Contact: Ashley Golden

Phone: (805) 385-7882

Housing Department

2. SUBJECT: Extremely-Low to Low-Income Needs Assessment FY 2019-2020 Annual Action Plan. (10/20/15)

RECOMMENDATION: That the City Council conduct the first Public Hearing to receive comments and provide direction to staff concerning unmet needs of extremely-low to low-income persons residing in the City of Oxnard, for affordable housing, community development and homelessness for the preparation of the FY 2019-20 Annual Action Plan and issue Notice of Funding Availability for FY 2019-20 for sub-grants related to HUD entitlement grants expected to be received from U.S. Department of Housing and Urban Development (HUD).

Legislative Body: CC

Contact: Rhonda Hodge

Phone: (805) 385-7889

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

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

I. REVIEW OF INFORMATION/CONSENT AGENDA

The members of the legislative body will consider whether to remove Information/Consent Agenda items for discussion later during the meeting.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

K. INFORMATION CONSENT AGENDA

Development Services Department

1. SUBJECT: Authorization to Appropriate General Plan Maintenance Fee Revenue.

RECOMMENDATION: That City Council approve an appropriation of \$937,000 from General Fund Reserve for General Plan Maintenance fee (GPMF) received in prior years to fund various long-range planning projects including \$500,000 to 2040 General Plan Update,

\$75,000 to Housing Element Update, \$350,000 to Climate Action Plan, and \$12,000 to Land Use Policy & Design Guidelines.

Legislative Body: CC

Contact: Ashley Golden

Phone: (805) 385-7882

2. **SUBJECT:** Amendments to Jan-Pro Cleaning Systems - Central Coast Agreement.

**RECOMMENDATION:** That City Council approve and authorize the Mayor to execute the:

1. Fourth Amendment to the Trade Services Agreement No. A-7846 with Jan-Pro Cleaning Systems—Central Coast to increase the amount from \$466,833 not to exceed \$468,982 (an increase of \$2,149) to incorporate the living wage policy change effective July 1, 2018, and

2. Fifth Amendment to the Trade Services Agreement No. A-7846 with Jan-Pro Cleaning Systems—Central Coast to extend the expiration date to March 1, 2019, and to increase the amount from \$468,982 not to exceed \$502,996 (an increase of \$34,014).

Legislative Body: CC

Contact: Ashley Golden

Phone: (805) 385-7882

### Housing Department

3. **SUBJECT:** Cable Services Agreement for Public Housing Tenants.

**RECOMMENDATION:** That the Housing Commission approve and authorize the City Manager to execute an agreement with Time Warner Cable Enterprises LLC dba Charter Communications in the monthly amount of \$4,552 for the provision of basic cable services to approximately 569 public housing units.

Legislative Body: HA

Contact: Rhonda Hodge

Phone: (805) 385-7889

### Public Works Department

4. **SUBJECT:** Award Household Hazardous Waste Removal Agreement to Stericycle Environmental Solutions, Inc.

**RECOMMENDATION:** That City Council approve and authorize the Mayor to execute three-year Agreement No. A-8017 with Stericycle Environmental Solutions, Inc. to provide for the removal, transportation, recycling, and disposal of household hazardous waste for an amount not to exceed \$250,000 per year with a total contract amount of \$750,000.

Legislative Body: CC

Contact: Rosemarie Gaglione

Phone: (805) 385-8055

5. **SUBJECT:** Approve Budget Appropriation to Fund Agreement for Storm Drain Excluders.

**RECOMMENDATION:** That City Council approve a budget appropriation in the amount of \$74,753 from the General Fund Reserve to provide funding for the installation of full capture treatment systems (excluders) in the City of Oxnard storm drain catch basins.

Legislative Body: CC

Contact: Rosemarie Gaglione

Phone: (805) 385-8055

6. **SUBJECT:** First Amendment to the Trade Services Agreement with Mac Valley Oil Company to Deliver Gasoline and Diesel Fuels to City Sites.

**RECOMMENDATION:** That City Council approve and authorize the Mayor to execute a First Amendment to agreement 8284-18-PW with Mac Valley Oil Company to extend the end date to June 30, 2019, and to approve a not to exceed amount of \$1,554,000.

Legislative Body: CC

Contact: Rosemarie Gaglione

Phone: (805) 385-8055

7. **SUBJECT:** Award Agreement No. A-8120 to STL Landscape, Inc. for Thompson Park Walking Path Improvement Project PW 19-19.



RECOMMENDATION: That City Council:

1. Award and authorize the Mayor to execute Agreement No. A-8120 in the amount of \$209,000 with STL Landscape, Inc. for the Thompson Park Walking Path Improvement Project PW 19-19;
2. Approve \$11,000 for Project contingency for the Thompson Park Walking Path Improvement Project; and
3. Approve \$10,765 for technical engineering support, inspection, survey and project management (City staff) for the Thompson Park Walking Path Improvement Project.

Legislative Body: CC

Contact: Rosemarie Gaglione

Phone: (805) 385-8055

L. REPORTSCity Attorney Department

1. SUBJECT: Library Code of Conduct (5/10/5)

RECOMMENDATION: That City Council approve the first reading by title only and waive further reading of an ordinance amending Article XV to Chapter 7 of the Oxnard City Code relating to public library rules of conduct.

Legislative Body: CC

Contact: Stephen M. Fischer

Phone: (805) 385-7483

Development Services Department

2. SUBJECT: Second Amendment to Agreement for On-Call Permit Processing and Planning Services and Associated Budget Appropriation (5/5/5)

RECOMMENDATION: That City Council:

1. Approve and authorize the Mayor to execute the Second Amendment with Rincon Consultants, Inc., extending Agreement #7690-16-DS for two years and increasing the contract amount by \$450,000 for a new agreement total of \$950,000; and
2. Approve an appropriation from General Fund Reserve in the amount of \$75,000 to provide funding in FY 2018-2019 for professional services.

Legislative Body: CC

Contact: Ashley Golden

Phone: (805) 385-7882

M. ADJOURNMENT

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**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Appointment  
Item**

**AGENDA ITEM NO.: 1**

**DATE:** January 15, 2019

**TO:** City Council

**FROM:** Ashley Golden  
Development Services Director

**SUBJECT:** Resolution of Intention to Establish the Oxnard Tourism Marketing District.  
(10/5/5)

**CONTACT:** Ashley Golden, Development Services Director  
Ashley.Golden@oxnard.org, (805) 385-7882

**RECOMMENDATION:**

That City Council adopt a Resolution of intent authorizing the Oxnard Convention and Visitors Bureau (OCVB) to establish the Oxnard Tourism Marking District (OTMD).

**BACKGROUND**

The Oxnard Tourism Marking District (OTMD) is a benefit assessment district proposed to create a revenue source to help fund marketing and sales promotion efforts for Oxnard lodging businesses. This approach has been used successfully in other destination areas throughout the state to improve tourism and drive additional room nights to assessed lodging businesses. The proposed OTMD includes all lodging businesses located within the boundaries of the City of Oxnard.

Lodging business owners decided to pursue formation of the OTMD in order to create a revenue source devoted to marketing Oxnard as a tourist, meeting and event destination. If established, the OTMD would generate approximately \$750,000 on an annual basis for promotion of travel and tourism specific to Oxnard.

*TOURISM MARKETING DISTRICTS*

Tourism Marketing Districts (TMDs) utilize the efficiencies of private sector operation in the market-based promotion of tourism. These special assessment districts allow lodging business

## Resolution of Intention to Establish the Oxnard Tourism Marketing District (10/5/5)

January 15, 2019

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owners to organize their efforts to increase tourism. Lodging business owners within the TMD fund the TMD, and those funds are used to provide services that are desired by and benefit the lodging businesses within the TMD.

TMD benefits:

- Funds cannot be diverted for other government programs,
- They are customized to fit the needs of each destination,
- They allow for a wide range of services; including: destination marketing, tourism promotion, and sales lead generation,
- They are designed, created and governed by those who will pay the assessment, and
- They provide a stable funding source for tourism promotion.

In California, TMDs are primarily formed pursuant to the Property and Business Improvement District Law of 1994 (94 Law). This law allows for the creation of a special benefit assessment district to raise funds within a specific geographic area. The key difference between TMDs and other special benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the TMD.

### *MANAGEMENT DISTRICT PLAN*

The Management District Plan (**Attachment 1**) includes the proposed boundary of the OTMD, a service plan and budget and a proposed means of governance. The OTMD will include all lodging businesses, existing and in the future, available for public occupancy within the boundaries of the City of Oxnard.

The proposed OTMD will have a five (5) year term, beginning April 1, 2019 through March 31, 2024. The assessment will be implemented beginning April 1, 2019. Once per year beginning on the anniversary of OTMD formation, there is a thirty (30) day period in which business owners paying fifty percent (50%) or more of the assessment may protest and begin proceedings to terminate the OTMD.

The City will be responsible for collecting the assessment on a monthly basis from each lodging business located in the OTMD boundaries. The City shall forward the assessments to Oxnard Convention and Visitors Bureau (OCVB), which will have the responsibility of managing OTMD programs as provided in this Management District Plan. The City shall be paid a fee equal to one percent (1%) of the amount of assessment collected to cover its costs of collection and administration.

### **OTMD FORMATION PROCESS**

January 15, 2019

#### **RESOLUTION OF INTENTION HEARING**

Upon the submission of a written petition, signed by the business owners in the proposed district who will pay more than fifty percent (50%) of the

# Resolution of Intention to Establish the Oxnard Tourism Marketing District (10/5/5)

January 15, 2019

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assessments proposed to be levied, the City Council may initiate proceedings to establish a district by the adoption of a resolution expressing its intention to establish a district.

*Petition Status:* Petitions in favor of OTMD formation were submitted by 5 lodging businesses, which represent 70.39% of the total OTMD assessment. This majority petition allows the Council to initiate proceedings for OTMD formation at the January 15, 2019 meeting.

January 18, 2019

## NOTICE

The 94 Law requires the City to mail written notice to the owners of all businesses proposed to be within the OTMD. Mailing the notice begins a mandatory forty-five (45) day period in which owners may protest OTMD formation.

February 5, 2019

## PUBLIC MEETING

Allow public testimony on the formation of the OTMD and levy of assessments. No Council action required.

March 5, 2019

## FINAL PUBLIC HEARING

If written protests are received from the owners of businesses in the proposed OTMD which will pay more than fifty percent (50%) of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than fifty percent (50%), no further proceedings to levy the proposed assessment against such businesses shall be taken for a period of one (1) year from the date of the finding of a majority protest by the Council.

At the conclusion of the public hearing to establish the OTMD, the Council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them.

If the Council, following the public hearing, decides to establish the proposed OTMD, the Council shall adopt a resolution of formation.

## STRATEGIC PRIORITIES

This agenda item supports the Economic Development strategy. The purpose of the Economic Development strategy is to develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character. This item supports the following goals and objectives:

# Resolution of Intention to Establish the Oxnard Tourism Marketing District (10/5/5)

January 15, 2019

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Goal 1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.

Objective 1a. Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City's available resources and assets.

Goal 2. Enhance business development throughout the City.

Objective 2a. Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.

Objective 2b. Improve relationships and communication between the City and the business community.

Objective 2c. Capitalize on historic, cultural and natural resources.

Goal 3. Enhance business retention and attraction.

Objective 3a. Implement an economic development plan for attracting and retaining business.

Goal 5. Revitalize Oxnard's downtown and pursue economic development opportunities.

Objective 5a. Develop a vision and plan (with timelines) for downtown revitalization to create a vibrant center for our community, emphasizing cultural arts, diversity and historic assets.

## ALTERNATIVES

The Council could choose not to adopt the Resolution of Intention. Staff does not recommend this option.

## FISCAL IMPACT

No fiscal impact immediately. The City will receive a fee of one percent (1%) of the amount collected to cover its costs of administration. Because the OTMD programs are intended to increase visitation to the City, there may be an increase in transient occupancy tax and sales tax collections.

*Prepared by Gina Trechter, Project Manager – CIVTAS, and Julie Mino, Oxnard Convention and Visitors Bureau.*

## ATTACHMENTS:

Resolution of Intention of Formation of OTMD

Resolution of Intention to Establish the Oxnard Tourism Marketing District (10/5/5)

January 15, 2019

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Draft OTMD Management District Plan 12-20-18 Redline (To be adopted at ROF)

# CITY COUNCIL OF THE CITY OF OXNARD

## RESOLUTION NO. \_\_\_\_\_

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DECLARING ITS INTENTION TO ESTABLISH THE OXNARD TOURISM MARKETING DISTRICT (“OTMD”) AND FIXING THE TIME AND PLACE OF A PUBLIC MEETING AND A PUBLIC HEARING THEREON AND GIVING NOTICE THEREOF**

**WHEREAS**, the Property and Business Improvement Law of 1994, Streets and Highways Code § 36600 et seq., authorizes the City to establish business improvement districts for the purposes of promoting tourism; and

**WHEREAS**, Oxnard Convention and Visitors Bureau, lodging business owners, and representatives from the City of Oxnard have met to consider the formation of the Oxnard Tourism Marketing District (“OTMD”); and

**WHEREAS**, Oxnard Convention and Visitors Bureau has drafted a Management District Plan (Plan) which sets forth the proposed boundary of the OTMD, a service plan and budget, and a proposed means of governance; and

**WHEREAS**, the proposed OTMD includes lodging businesses in the City of Oxnard; and

**WHEREAS**, lodging businesses that will pay more than fifty percent (50%) of the assessment under the OTMD have petitioned the City Council to establish the OTMD.

### **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL THAT:**

1. The recitals set forth herein are true and correct.
2. The City Council finds that lodging businesses that will pay more than fifty percent (50%) of the assessment proposed in the Plan have signed and submitted petitions in support of the formation of the OTMD. The City Council accepts the petitions and adopts this Resolution of Intention to establish the OTMD and to levy an assessment on certain lodging businesses within the OTMD boundaries in accordance with the Property and Business Improvement District Law of 1994.
3. The City Council finds that the Plan satisfies all requirements of Streets and Highways Code §36622.
4. The City Council declares its intention to establish the OTMD and to levy and collect assessments on lodging businesses within the OTMD boundaries pursuant to the Property and Business Improvement District Law of 1994.



5. The OTMD shall include all lodging businesses located within the boundaries of City of Oxnard, as shown in the map attached as Exhibit A.
6. The name of the district shall be Oxnard Tourism Marketing District (“OTMD”).
7. The annual assessment rate is one and one-half of one percent (1.5%) of gross short-term room rental revenue. Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; stays by an employee or officer of the United States government or an employee or officer of the State government that executes, under penalty of perjury, a form claiming such exemption; and stays by any person who is required to obtain a shelter in a lodging business by reason of circumstances such as fire, flood, or other disaster which makes that person’s usual residence uninhabitable and proves that their residence is in an area that has been officially declared a disaster area by local, State, or federal authorities.
8. The assessments levied for the OTMD shall be applied toward sales and marketing programs to market assessed lodging businesses in Oxnard as tourist, meeting, and event destinations, as described in the Plan. Funds remaining at the end of any year may be used in subsequent years in which OTMD assessments are levied as long as they are used consistent with the requirements of this resolution and the Plan.
9. The proposed OTMD will have a five (5) year term, beginning April 1, 2019 through March 31, 2024, unless renewed pursuant to Streets and Highways Code § 36660.
10. Bonds shall not be issued.
11. The time and place for the public meeting to hear testimony on establishing the OTMD and levying assessments are set for February 5, 2019, at 6:00 PM, or as soon thereafter as the matter may be heard, at the Council Chambers located at 305 West Third Street, Oxnard, CA 93030.
12. The time and place for the public hearing to establish the OTMD and the levy of assessments are set for March 5, 2019, at 6:00 PM, or as soon thereafter as the matter may be heard, at the Council Chambers located at 305 West Third Street, Oxnard, CA 93030. The City Clerk is directed to provide written notice to the lodging businesses subject to assessment of the date and time of the meeting and hearing, and to provide that notice as required by Streets and Highways Code § 36623, no later than January 18, 2019.
13. At the public meeting and hearing the testimony of all interested persons for or against the establishment of the OTMD may be received. If at the conclusion of the public hearing, there are of record written protests by the owners of the lodging businesses within the proposed OTMD that will pay more than fifty percent (50%) of the estimated total assessment of the entire OTMD, no further proceedings to establish the OTMD shall occur for a period of one (1) year.

14. The complete Plan is on file with the City Clerk and may be reviewed upon request.
15. This resolution shall take effect immediately upon its adoption by the City Council.

**I HEREBY CERTIFY** that the foregoing Resolution of Intention was introduced and adopted at a regular meeting of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_ 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Tim Flynn, Mayor

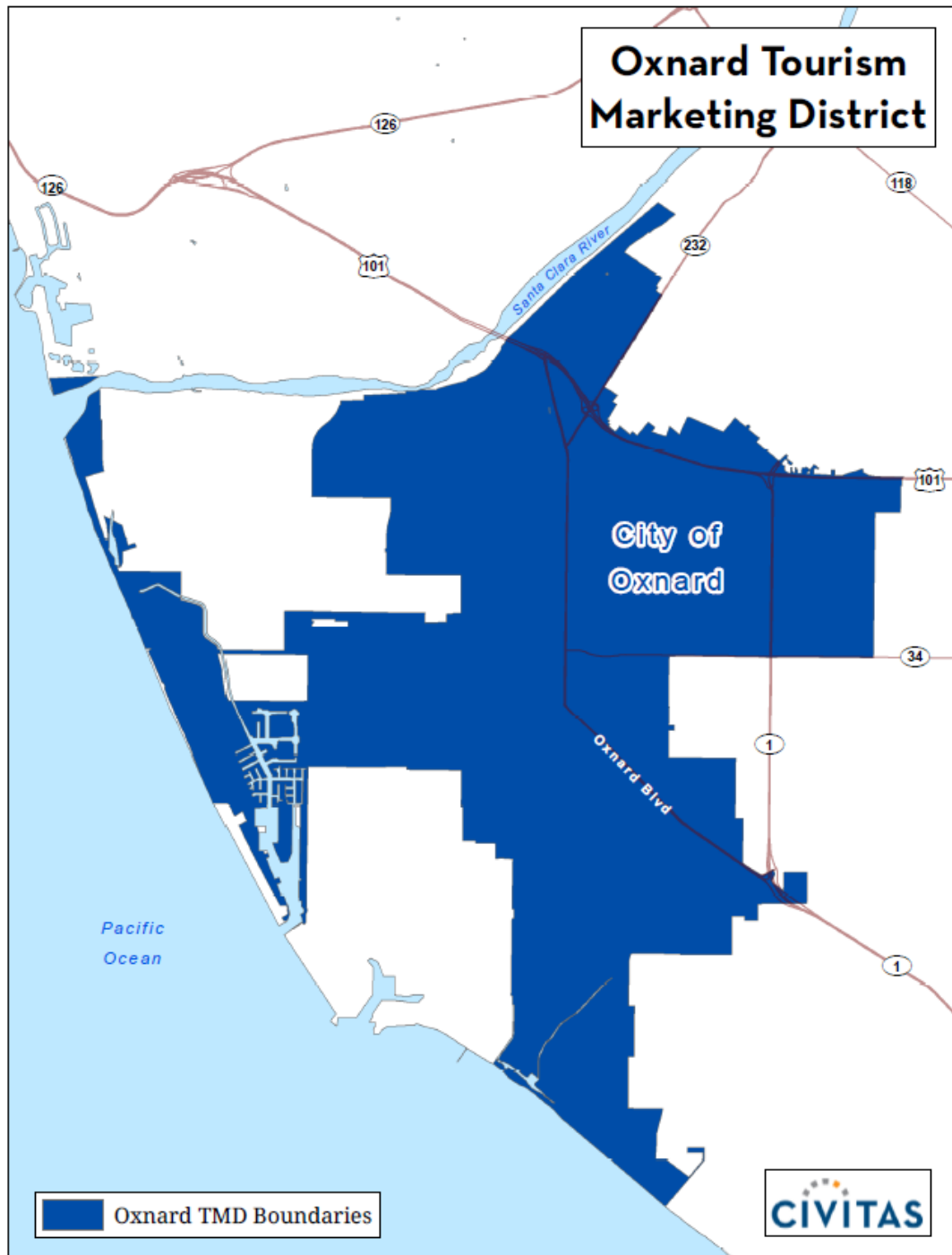
ATTEST:

\_\_\_\_\_  
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Fischer, City Attorney

**EXHIBIT A**  
**District Boundaries**





## OXNARD TOURISM MARKETING DISTRICT MANAGEMENT DISTRICT PLAN



*Formed pursuant to the Property and Business Improvement District Law of  
1994, Streets and Highways Code section 36600 et seq.*

**November**  
**7 December 20, 2018**

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Prepared by  
Civitas



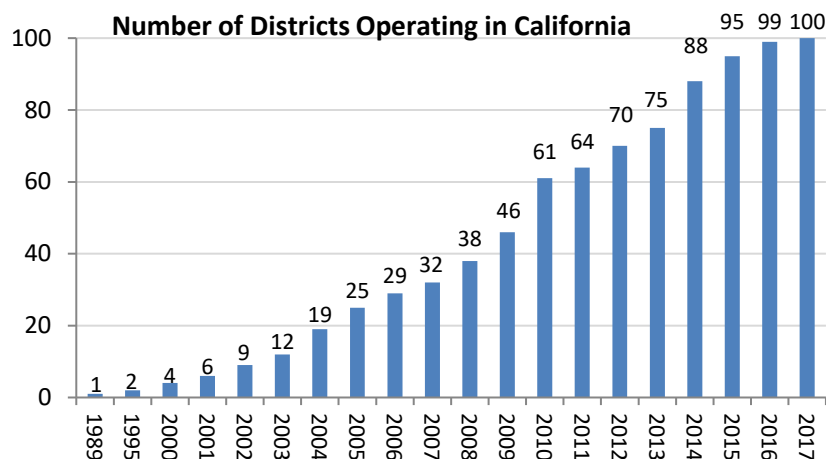
## I. OVERVIEW

Developed by the Oxnard Convention & Visitors Bureau (the Bureau), the Oxnard Tourism Marketing District (OTMD) is an assessment district proposed to provide specific benefits to payors, by funding marketing and sales promotion efforts and visitor services enhancements for assessed businesses. This approach has been used successfully in other destination areas throughout the country to provide the benefit of additional room night sales directly to payors.

- Location:** The proposed OTMD includes all lodging businesses located within the boundaries of the City of Oxnard, as shown on the map in Section III.
- Services:** The OTMD is designed to provide specific benefits directly to payors by increasing room night sales. Marketing and sales promotions and visitor services enhancements will increase overnight tourism and market payors as tourist, meeting and event destinations, thereby increasing room night sales.
- Budget:** The total OTMD annual budget for the initial year of its five (5) year operation is anticipated to be approximately \$750,000.
- Cost:** The annual assessment rate is one and one-half of one percent (1.5%) of gross short-term room rental revenue. Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; stays by an employee or officer of the United States government or an employee or officer of the State government that executes, under penalty of perjury, a form claiming such exemption; and stays by any person who is required to obtain a shelter in a lodging business by reason of circumstances such as fire, flood, or other disaster which makes that person's usual residence uninhabitable and proves that their residence is in an area that has been officially declared a disaster area by local, State, or federal authorities.
- Collection:** The City will be responsible for collecting the assessment on a monthly basis (including any delinquencies, penalties and interest) from each lodging business located in the boundaries of the OTMD. The City shall take all reasonable efforts to collect the assessments from each lodging business.
- Duration:** The proposed OTMD will have a five (5) year life, beginning April 1, 2019 through March 31, 2024. Once per year, beginning on the anniversary of OTMD formation, there is a thirty (30) day period in which owners paying fifty percent (50%) or more of the assessment may protest and initiate a City Council hearing on OTMD termination.
- Management:** The Oxnard Convention and Visitors Bureau will serve as the OTMD's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan, and must provide annual reports to the City Council.

## II. BACKGROUND

TMDs are an evolution of the traditional Business Improvement District. The first TMD was formed in West Hollywood, California in 1989. Since then, over 100 California destinations have followed suit. In recent years, other states have begun adopting the California model – Montana, South Dakota, Washington, Colorado, Texas and Louisiana have adopted TMD laws. Several other states are in the process of adopting their own legislation. The cities of Wichita, Kansas and Newark, New Jersey used an existing business improvement district law to form a TBID. And, some cities, like Portland, Oregon and Memphis, Tennessee have utilized their home rule powers to create TMDs without a state law.



California's TMDs collectively raise over \$250 million annually for local destination marketing. With competitors raising their budgets, and increasing rivalry for visitor dollars, it is important that Oxnard lodging businesses invest in stable, lodging-specific marketing programs.

TMDs utilize the efficiencies of private sector operation in the market-based promotion

of tourism districts. TMDs allow lodging business owners to organize their efforts to increase room night sales. Lodging business owners within the TMD pay an assessment and those funds are used to provide services that increase room night sales.

In California, TMDs are formed pursuant to the Property and Business Improvement District Law of 1994. This law allows for the creation of a benefit assessment district to raise funds within a specific geographic area. *The key difference between TMDs and other benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the district.*

There are many benefits to TMDs:

- Funds must be spent on services and improvements that provide a specific benefit only to those who pay;
- Funds cannot be diverted to general government programs;
- They are customized to fit the needs of payors in each destination;
- They allow for a wide range of services;
- They are ***designed, created and governed by those who will pay*** the assessment; and
- They provide a stable, long-term funding source for tourism promotion.

### III. BOUNDARY

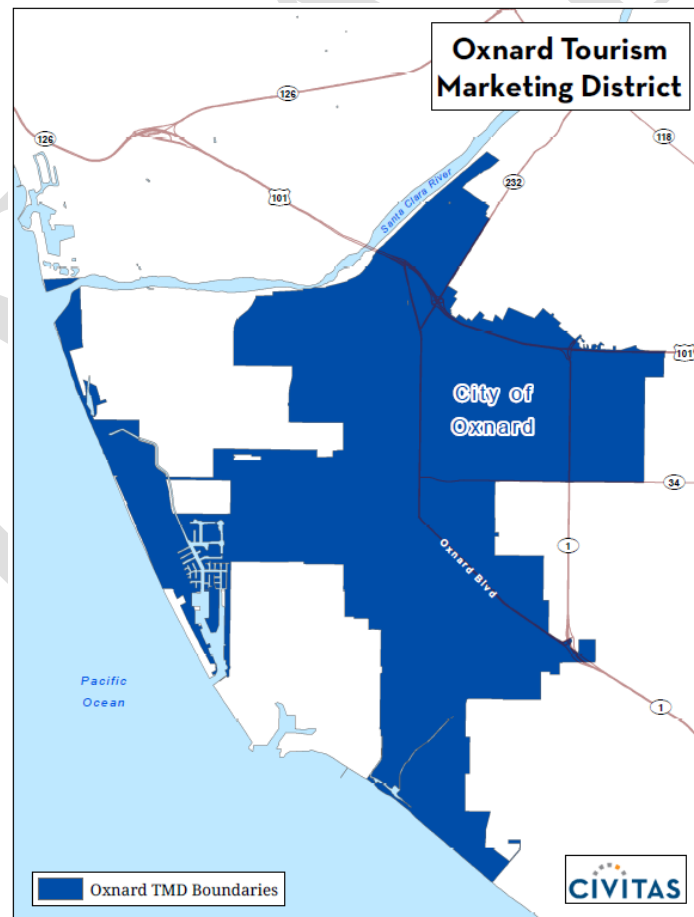
The OTMD will include all lodging businesses, existing and in the future, available for public occupancy within the boundaries of the City of Oxnard.

Lodging business means: any commercial establishment or any portion of any commercial establishment that provides for the occupancy of transients for dwelling, lodging, or sleeping purposes, whether by the date, week or month, and includes:

- Any hotel, inn, motel, or commercial establishment of a similar nature;
- A space designed and promoted for the purpose of locating a trailer, tent trailer, pickup camper, or other similar device used for camping; and
- A space that is designed and promoted for the purpose of locating a recreational vehicle.

Lodging business does not include: a lodging business that charges room rents not exceeding maximum rentals of \$10 per day for single and \$15 per day for double occupancy and has a current certificate of eligibility on file with the City; and a lodging business operated by a local government entity or owned and operated by the State.

The boundary, as shown in the map below, currently includes ~~eighteen~~<sup>sixteen</sup> (16) lodging businesses. A complete listing of lodging businesses within the proposed OTMD can be found in Appendix 2.



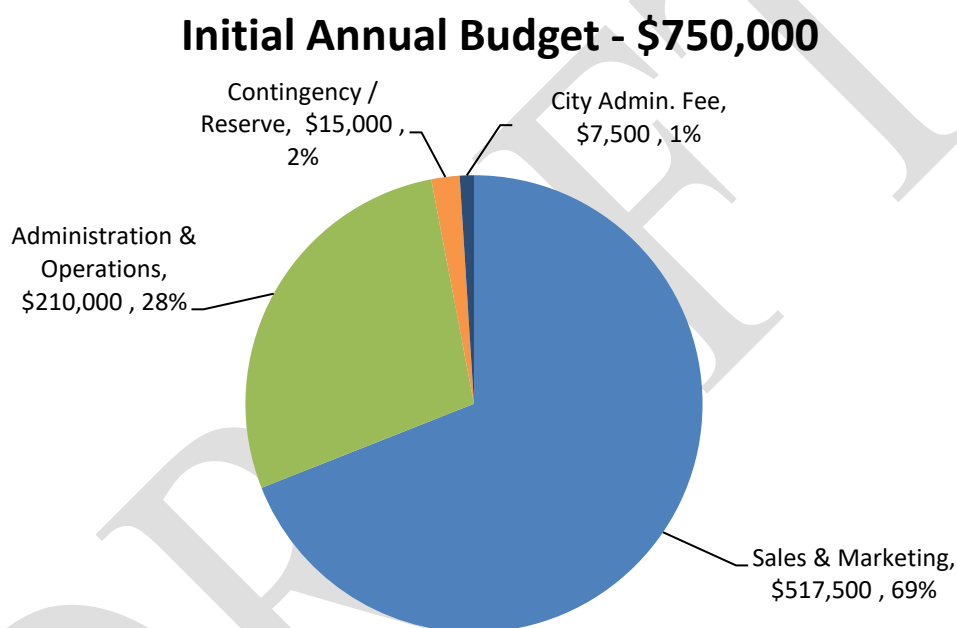


## IV. BUDGET AND SERVICES

### A. Annual Service Plan

Assessment funds will be spent to provide specific benefits conferred or privileges granted directly to the payors that are not provided to those not charged, and which do not exceed the reasonable cost to the City of conferring the benefits or granting the privileges. The privileges and services provided with the OTMD funds are sales and marketing and visitor services enhancements programs available only to assessed businesses.

A service plan budget has been developed to deliver services that benefit the assessed businesses. A detailed annual budget will be developed and approved by the Bureau's OTMD Committee. The table below illustrates the initial annual budget allocations. The total initial budget is \$750,000.



Although actual revenues will fluctuate due to market conditions, the proportional allocations of the budget shall remain the same. However, the City and the Bureau's OTMD Committee shall have the authority to adjust budget allocations between the categories by no more than fifteen percent (15%) of the total budget per year. A description of the proposed improvements and activities for the initial year of operation is below. The same activities are proposed for subsequent years. In the event of a legal challenge against the OTMD, any and all assessment funds may be used for the costs of defending the OTMD.

Each budget category includes all costs related to providing that service, in accordance with Generally Accepted Accounting Procedures (GAAP). For example, the sales and marketing budget includes the cost of staff time dedicated to overseeing and implementing the sales and marketing program. Staff time dedicated purely to administrative tasks is allocated to the administrative portion of the budget. The costs of an individual staff member may be allocated to multiple budget categories, as appropriate in accordance with GAAP. The staffing levels necessary to provide the services below will be determined by the Bureau's OTMD Committee on an as-needed basis.

## Sales and Marketing

A sales and marketing program will promote assessed businesses as tourist, meeting, and event destinations. The sales and marketing program will have a central theme of promoting Oxnard as a desirable place for overnight visits. The program will have the goal of increasing overnight visitation and room night sales at assessed businesses, and may include the following activities:

- Internet marketing efforts to increase awareness and optimize internet presence to drive overnight visitation and room sales to assessed businesses;
- Print ads in magazines and newspapers, television ads, and radio ads targeted at potential visitors to drive overnight visitation and room sales to assessed businesses;
- Attendance of trade shows to promote assessed businesses;
- Sales blitzes for assessed businesses;
- Familiarization tours of assessed businesses;
- Preparation and production of collateral promotional materials such as visitor guides, brochures, flyers and maps featuring assessed businesses;
- Sponsorship of local events and festivals that drive overnight visitations and room sales to assessed businesses;
- Attendance of professional industry conferences and affiliation events to promote assessed businesses;
- Lead generation activities designed to attract tourists and group events to assessed businesses;
- Brand-centric visitor services training program for both public and private sector staff;
- Kiosk improvements including new technology-driven visitor information enhancements;
- Development of Return on Investment (ROI) analysis on the effectiveness of OTMD funds, feasibility studies, and/or economic impact reports to improve effectiveness and increase overnight visitation at assessed businesses;
- Strategic advertising and marketing agency support to promote assessed businesses;
- Director of Sales and General Manager meetings to plan and coordinate tourism promotion efforts for assessed businesses; and
- Development and maintenance of a website designed to promote assessed businesses.

## Administration and Operations

The administration and operations portion of the budget shall be utilized for administrative staffing costs, office costs, advocacy, and other general administrative costs such as insurance, legal, and accounting fees.

## City Administration Fee

The City of Oxnard shall retain a fee equal to one percent (1%) of the amount of assessment collected to cover its costs of collection and administration.

## Contingency/Reserve

The budget includes a contingency line item to account for uncollected assessments, if any. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program, administration or renewal costs at the discretion of the Bureau's OTMD Committee. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the Bureau's OTMD Committee. Contingency/reserve funds may be spent on OTMD programs or administrative and renewal costs in such proportions as determined by the Bureau's OTMD Committee. The reserve fund may be used for the costs of renewing the OTMD.

## B. Annual Budget

The total five (5) year improvement and service plan budget is projected at approximately \$750,000 annually, or \$3,750,000 through 2024. This amount may fluctuate as sales and revenue increase at assessed businesses, but is not expected to change significantly over the term.

## C. California Constitutional Compliance

The OTMD assessment is not a property-based assessment subject to the requirements of Proposition 218. Courts have found Proposition 218 limited the term ‘assessments’ to levies on real property.<sup>1</sup> Rather, the OTMD assessment is a business-based assessment, and is subject to Proposition 26. Pursuant to Proposition 26 all levies are a tax unless they fit one of seven exceptions. Two of these exceptions apply to the OTMD, a “specific benefit” and a “specific government service.” Both require that the costs of benefits or services do not exceed the reasonable costs to the City of conferring the benefits or providing the services.

### 1. Specific Benefit

Proposition 26 requires that assessment funds be expended on, “a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.”<sup>2</sup> The services in this Plan are designed to provide targeted benefits directly to assessed businesses, and are intended only to provide benefits and services directly to those businesses paying the assessment. These services are tailored not to serve the general public, businesses in general, or parcels of land, but rather to serve the specific businesses within the OTMD. The activities described in this Plan are specifically targeted to increase room night sales for assessed lodging businesses within the boundaries of the OTMD, and are narrowly tailored. OTMD funds will be used exclusively to provide the specific benefit of increased room night sales directly to the assessees. Assessment funds shall not be used to feature non-assessed lodging businesses in OTMD programs, or to directly generate sales for non-assessed businesses. The activities paid for from assessment revenues are business services constituting and providing specific benefits to the assessed businesses.

The assessment imposed by this OTMD is for a specific benefit conferred directly to the payors that is not provided to those not charged. The specific benefit conferred directly to the payors is an increase in room night sales. The specific benefit of an increase in room night sales for assessed lodging businesses will be provided only to lodging businesses paying the district assessment, with marketing and sales and visitor services enhancements programs promoting lodging businesses paying the OTMD assessment. The marketing and sales and visitor services enhancements programs will be designed to increase room night sales at each assessed lodging businesses. Because they are necessary to provide the marketing and sales and visitor services enhancements programs that specifically benefit the assessed lodging businesses, the administration and operations and contingency / reserve services also provide the specific benefit of increased room night sales to the assessed lodging businesses.

Although the OTMD, in providing specific benefits to payors, may produce incidental benefits to non-paying businesses, the incidental benefit does not preclude the services from being considered a specific benefit. The legislature has found that, “A specific benefit is not excluded from classification as a ‘specific benefit’ merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific benefit to the payor.”<sup>3</sup>

<sup>1</sup> *Jarvis v. the City of San Diego* 72 Cal App. 4<sup>th</sup> 230

<sup>2</sup> Cal. Const. art XIII C § 1(e)(1)

<sup>3</sup> Government Code § 53758(a)

## **2. Specific Government Service**

The assessment may also be utilized to provide, “a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.”<sup>4</sup> The legislature has recognized that marketing and promotions services like those to be provided by the OTMD are government services within the meaning of Proposition 26<sup>5</sup>. Further, the legislature has determined that “a specific government service is not excluded from classification as a ‘specific government service’ merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific government service to the payor.”<sup>6</sup>

## **3. Reasonable Cost**

OTMD services will be implemented carefully to ensure they do not exceed the reasonable cost of such services. The full amount assessed will be used to provide the services described herein. Funds will be managed by the Bureau’s OTMD Committee, and reports submitted on an annual basis to the City. Marketing materials, sales leads generated from OTMD-funded activities, advertising campaigns, and other OTMD-funded services will be designed only to increase room night sales at assessed lodging businesses. Non-assessed lodging businesses will not receive these, nor any other, OTMD-funded services and benefits.

The OTMD-funded programs are all targeted directly at providing additional room nights only at assessed lodging businesses. It is, however, possible that there will be a spill over benefit to non-assessed lodging businesses. If non-assessed lodging businesses receive incremental room nights, that portion of the promotion or program generating those room nights shall be paid with non-OTMD funds. OTMD funds shall only be spent to benefit the assessed lodging businesses, and shall not be spent on that portion of any program which directly generates incidental room nights for non-assessed lodging businesses. It is anticipated that the City will contribute additional non-assessment funds to the Bureau to be used for activities and improvement similar to those funded by the OTMD. Any non-assessment funding provided by the City may be used to cover the portion of any program which directly generates incidental room nights for non-assessed lodging businesses.

## **D. Assessment**

The annual assessment rate is one and one-half of one percent (1.5%) of gross short-term room rental revenue. Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; stays by an employee or officer of the United States government or an employee or officer of the State government that executes, under penalty of perjury, a form claiming such exemption; and stays by any person who is required to obtain a shelter in a lodging business by reason of circumstances such as fire, flood, or other disaster which makes that person’s usual residence uninhabitable and proves that their residence is in an area that has been officially declared a disaster area by local, State, or federal authorities.

The term “gross room rental revenue” as used herein means: the consideration charged, whether or not received, for the occupancy of space in a lodging business valued in money, whether to be received in money, goods, labor or otherwise, including all receipts, cash, credits and property and services of any kind or nature, without any deductions therefrom whatsoever. Gross room rental revenue shall

<sup>4</sup> Cal. Const. art XIII C § 1(e)(2)

<sup>5</sup> Government Code § 53758(b)

<sup>6</sup> Government Code § 53758(b)

not include any federal, state or local taxes collected, including but not limited to transient occupancy taxes.

The assessment is levied upon and a direct obligation of the assessed lodging business. However, the assessed lodging business may, at its discretion, pass the assessment on to transients. The amount of assessment, if passed on to each transient, shall be disclosed in advance and separately stated from the amount of rent charged and any other applicable taxes, and each transient shall receive a receipt for payment from the business. If the OTMD assessment is identified separately it shall be disclosed as the "OTMD Assessment." As an alternative, the disclosure may include the amount of the OTMD assessment and the amount of the assessment imposed pursuant to the California Tourism Marketing Act, Government Code §13995 et seq. and shall be disclosed as the "Tourism Assessment." The assessment is imposed solely upon, and is the sole obligation of the assessed lodging business even if it is passed on to transients. The assessment shall not be considered revenue for any purpose, including calculation of transient occupancy taxes.

Bonds shall not be issued.

### **E. Penalties and Interest**

The OTMD shall reimburse the City of Oxnard for any costs associated with collecting unpaid assessments. If sums in excess of the delinquent OTMD assessment are sought to be recovered in the same collection action by the City, the OTMD shall bear its pro rata share of such collection costs. Assessed businesses which are delinquent in paying the assessment shall be responsible for paying:

1. *Original Delinquency:* Any lodging business that fails to remit the assessment within the time required shall pay a penalty of ten percent (10%) of the amount of the assessment in addition to the amount of the assessment.
2. *Continued Delinquency:* Any lodging business that fails to remit the assessment on or before a period of thirty (30) days following the date of which the assessment first became delinquent shall pay a second delinquency penalty of ten percent (10%) of the amount of the assessment.
3. *Fraud:* If the City determines that the nonpayment of the assessment is due to fraud, a penalty of twenty-five percent (25%) of the amount of the assessment shall be added to the amount in addition to any penalties.
4. *Interest:* In addition to the penalties imposed, any lodging business failing to timely remit the assessment shall pay interest at the rate of one-half of one percent (0.5%) per month or fraction thereof on the amount of the assessment, exclusive of penalties, from the date on which the assessment first became delinquent until the assessment is paid.
5. *Penalties and Interest Merged with Assessment:* Every penalty imposed and such interest as accrues shall become a part of the assessment required to be paid.

### **F. Time and Manner for Collecting Assessments**

The OTMD assessment will be implemented beginning April 1, 2019 and will continue for five (5) years through March 31, 2024. The City will be responsible for collecting the assessment on a monthly basis (including any delinquencies, penalties and interest) from each lodging business. The City shall take all reasonable efforts to collect the assessments from each lodging business. The City shall forward the assessments collected to the Owners' Association.



## V. GOVERNANCE

### A. Owners' Association

The City Council, through adoption of this Management District Plan, has the right, pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the OTMD as defined in Streets and Highways Code §36612. The City Council has determined that Oxnard Convention and Visitors Bureau will serve as the Owners' Association for the OTMD. After formation of the OTMD, the Bureau's Board will create the "OTMD Committee". The OTMD Committee will be comprised solely of the owners or representatives of assessed lodging businesses. The OTMD Committee will be charged with overseeing OTMD funds and implementing OTMD programs.

### B. Brown Act and California Public Records Act Compliance

An Owners' Association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. The Owners' Association is, however, subject to government regulations relating to transparency, namely the Ralph M. Brown Act and the California Public Records Act. These regulations are designed to promote public accountability. The Owners' Association acts as a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.). Thus, meetings of the Bureau board and certain committees must be held in compliance with the public notice and other requirements of the Brown Act. The Owners' Association is also subject to the record keeping and disclosure requirements of the California Public Records Act. Accordingly, the Owners' Association shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

### C. Annual Report

The Bureau shall present an annual report at the end of each year of operation to the City Council pursuant to Streets and Highways Code §36650 (see Appendix 1). The annual report shall include:

- Any proposed changes in the boundaries of the improvement district or in any benefit zones or classification of businesses within the district.
- The improvements and activities to be provided for that fiscal year.
- An estimate of the cost of providing the improvements and the activities for that fiscal year.
- The method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year.
- The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

## APPENDIX 1 – LAW

\*\*\* THIS DOCUMENT IS CURRENT THROUGH THE 2018 SUPPLEMENT \*\*\*  
(ALL 2017 LEGISLATION)

### STREETS AND HIGHWAYS CODE DIVISION 18. PARKING PART 7. PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994

#### CHAPTER 1. General Provisions

#### ARTICLE 1. Declarations

##### **36600. Citation of part**

This part shall be known and may be cited as the “Property and Business Improvement District Law of 1994.”

##### **36601. Legislative findings and declarations; Legislative guidance**

The Legislature finds and declares all of the following:

- (a) Businesses located and operating within business districts in some of this state’s communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.
- (b) It is in the public interest to promote the economic revitalization and physical maintenance of business districts in order to create jobs, attract new businesses, and prevent the erosion of the business districts.
- (c) It is of particular local benefit to allow business districts to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that receive benefits from those improvements.
- (d) Assessments levied for the purpose of conferring special benefit upon the real property or a specific benefit upon the businesses in a business district are not taxes for the general benefit of a city, even if property, businesses, or persons not assessed receive incidental or collateral effects that benefit them.
- (e) Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits:
  - (1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied.
  - (2) Job creation.
  - (3) Business attraction.
  - (4) Business retention.
  - (5) Economic growth.
  - (6) New investments.
- (f) With the dissolution of redevelopment agencies throughout the state, property and business improvement districts have become even more important tools with which communities can combat blight, promote economic opportunities, and create a clean and safe environment.
- (g) Since the enactment of this act, the people of California have adopted Proposition 218, which added Article XIII D to the Constitution in order to place certain requirements and restrictions on the formation of, and activities, expenditures, and assessments by property-based districts. Article XIII D of the Constitution provides that property-based districts may only levy assessments for special benefits.
- (h) The act amending this section is intended to provide the Legislature’s guidance with regard to this act, its interaction with the provisions of Article XIII D of the Constitution, and the determination of special benefits in property-based districts.
  - (1) The lack of legislative guidance has resulted in uncertainty and inconsistent application of this act, which discourages the use of assessments to fund needed improvements, maintenance, and activities in property-based districts, contributing to blight and other underutilization of property.
  - (2) Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed. Therefore, for special benefits to exist as a separate and distinct category from general benefits, the

incidental or collateral effects of those special benefits are inherently part of those special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.

(3) It is of the utmost importance that property-based districts created under this act have clarity regarding restrictions on assessments they may levy and the proper determination of special benefits. Legislative clarity with regard to this act will provide districts with clear instructions and courts with legislative intent regarding restrictions on property-based assessments, and the manner in which special benefits should be determined.

### **36602. Purpose of part**

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within property and business improvement districts, to ensure that those assessments conform to all constitutional requirements and are determined and assessed in accordance with the guidance set forth in this act. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

### **36603. Preemption of authority or charter city to adopt ordinances levying assessments**

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

#### **36603.5. Part prevails over conflicting provisions**

Any provision of this part that conflicts with any other provision of law shall prevail over the other provision of law, as to districts created under this part.

### **36604. Severability**

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

## **ARTICLE 2. Definitions**

### **36606. “Activities”**

“Activities” means, but is not limited to, all of the following that benefit businesses or real property in the district:

- (a) Promotion of public events.
- (b) Furnishing of music in any public place.
- (c) Promotion of tourism within the district.
- (d) Marketing and economic development, including retail retention and recruitment.
- (e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
- (f) Other services provided for the purpose of conferring special benefit upon assessed real property or specific benefits upon assessed businesses located in the district.

#### **36606.5. “Assessment”**

“Assessment” means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and providing activities that will provide certain benefits to properties or businesses located within a property and business improvement district.

### **36607. “Business”**



“Business” means all types of businesses and includes financial institutions and professions.

### **36608. “City”**

“City” means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

### **36609. “City council”**

“City council” means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

### **36609.4. “Clerk”**

“Clerk” means the clerk of the legislative body.

### **36609.5. “General benefit”**

“General benefit” means, for purposes of a property-based district, any benefit that is not a “special benefit” as defined in Section 36615.5.

### **36610. “Improvement”**

“Improvement” means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

- (a) Parking facilities.
- (b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
- (c) Trash receptacles and public restrooms.
- (d) Lighting and heating facilities.
- (e) Decorations.
- (f) Parks.
- (g) Fountains.
- (h) Planting areas.
- (i) Closing, opening, widening, or narrowing of existing streets.
- (j) Facilities or equipment, or both, to enhance security of persons and property within the district.
- (k) Ramps, sidewalks, plazas, and pedestrian malls.
- (l) Rehabilitation or removal of existing structures.

### **36611. “Management district plan”; “Plan”**

“Management district plan” or “plan” means a proposal as defined in Section 36622.

### **36612. “Owners’ association”**

“Owners’ association” means a private nonprofit entity that is under contract with a city to administer or implement improvements, maintenance, and activities specified in the management district plan. An owners’ association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners’ association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners’ association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code), for all records relating to activities of the district.

### **36614. “Property”**

“Property” means real property situated within a district.

**36614.5. “Property and business improvement district”; “District”**

“Property and business improvement district,” or “district,” means a property and business improvement district established pursuant to this part.

**36614.6. “Property-based assessment”**

“Property-based assessment” means any assessment made pursuant to this part upon real property.

**36614.7. “Property-based district”**

“Property-based district” means any district in which a city levies a property-based assessment.

**36615. “Property owner”; “Business owner”; “Owner”**

“Property owner” means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. “Business owner” means any person recognized by the city as the owner of the business. “Owner” means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

**36615.5. “Special benefit”**

“Special benefit” means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.

**36616. “Tenant”**

“Tenant” means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

**ARTICLE 3. Prior Law****36617. Alternate method of financing certain improvements and activities; Effect on other provisions**

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

**CHAPTER 2. Establishment****36620. Establishment of property and business improvement district**

A property and business improvement district may be established as provided in this chapter.

**36620.5. Requirement of consent of city council**

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board

of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

**36621. Initiation of proceedings; Petition of property or business owners in proposed district**

- (a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.
- (b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:
  - (1) A map showing the boundaries of the district.
  - (2) Information specifying where the complete management district plan can be obtained.
  - (3) Information specifying that the complete management district plan shall be furnished upon request.
- (c) The resolution of intention described in subdivision (a) shall contain all of the following:
  - (1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities, and the location and extent of the proposed district.
  - (2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

**36622. Contents of management district plan**

The management district plan shall include, but is not limited to, all of the following:

- (a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.
- (b) The name of the proposed district.
- (c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected property and businesses included, which may be made by reference to any plan or map that is on file with the clerk. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.
- (d) The improvements, maintenance, and activities proposed for each year of operation of the district and the maximum cost thereof. If the improvements, maintenance, and activities proposed for each year of operation are the same, a description of the first year's proposed improvements, maintenance, and activities and a statement that the same improvements, maintenance, and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.

- (e) The total annual amount proposed to be expended for improvements, maintenance, or activities, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.
- (f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against his or her property or business. The plan also shall state whether bonds will be issued to finance improvements.
- (g) The time and manner of collecting the assessments.
- (h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.
- (i) The proposed time for implementation and completion of the management district plan.
- (j) Any proposed rules and regulations to be applicable to the district.
- (k)
  - (1) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof.
  - (2) In a property-based district, the proportionate special benefit derived by each identified parcel shall be determined exclusively in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the activities. An assessment shall not be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and a property-based district shall separate the general benefits, if any, from the special benefits conferred on a parcel. Parcels within a property-based district that are owned or used by any city, public agency, the State of California, or the United States shall not be exempt from assessment unless the governmental entity can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit. The value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.
- (l) In a property-based district, the total amount of all special benefits to be conferred upon the properties located within the property-based district.
- (m) In a property-based district, the total amount of general benefits, if any.
- (n) In a property-based district, a detailed engineer's report prepared by a registered professional engineer certified by the State of California supporting all assessments contemplated by the management district plan.
- (o) Any other item or matter required to be incorporated therein by the city council.

### **36623. Procedure to levy assessment**

- (a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.
- (b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay

50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

### **36624. Changes to proposed assessments**

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements, maintenance, and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements, maintenance, and activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

### **36625. Resolution of formation**

(a) If the city council, following the public hearing, decides to establish a proposed property and business improvement district, the city council shall adopt a resolution of formation that shall include, but is not limited to, all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement on whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities and the location and extent of the proposed district.

(2) The number, date of adoption, and title of the resolution of intention.

(3) The time and place where the public hearing was held concerning the establishment of the district.

(4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.

(5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.

(6) A statement that the improvements, maintenance, and activities to be conferred on businesses and properties in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements, maintenance, or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district. Notwithstanding the foregoing, improvements and activities that must be provided outside the district boundaries to create a special or specific benefit to the assessed parcels or businesses may be provided, but shall be limited to marketing or signage pointing to the district.

(7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements, maintenance, and activities funded by the proposed assessments, and, for a property-based district, that property within the district will receive a special benefit.

(8) In a property-based district, the total amount of all special benefits to be conferred on the properties within the property-based district.

(b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

**36626. Resolution establishing district**

If the city council, following the public hearing, desires to establish the proposed property and business improvement district, and the city council has not made changes pursuant to Section 36624, or has made changes that do not substantially change the proposed assessment, the city council shall adopt a resolution establishing the district. The resolution shall contain all of the information specified in Section 36625.

**36627. Notice and assessment diagram**

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625 or Section 36626, the clerk shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

**36628. Establishment of separate benefit zones within district; Categories of businesses**

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

**36628.5. Assessments on businesses or property owners**

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements, maintenance, and activities, provided that any property-based assessment conforms with the requirements set forth in paragraph (2) of subdivision (k) of Section 36622.

**36629. Provisions and procedures applicable to benefit zones and business categories**

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

**36630. Expiration of district; Creation of new district**

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and the district may be renewed pursuant to this part.

**CHAPTER 3. Assessments****36631. Time and manner of collection of assessments; Delinquent payments**

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part may be charged interest and penalties.

**36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property**

- (a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may



classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.

(b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.

(c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

### **36633. Time for contesting validity of assessment**

The validity of an assessment levied under this part shall not be contested in any action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36626. Any appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

### **36634. Service contracts authorized to establish levels of city services**

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

### **36635. Request to modify management district plan**

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

### **36636. Modification of plan by resolution after public hearing; Adoption of resolution of intention**

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public hearings pursuant to this section shall comply with both of the following:

- (1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public hearing.
- (2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public hearing, to each business owner or property owner affected by the proposed modification.

(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

### **36637. Reflection of modification in notices recorded and maps**

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

## **CHAPTER 3.5. Financing**

### **36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments**

(a) The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500))

or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.

(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.

(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

## CHAPTER 4. Governance

### **36650. Report by owners' association; Approval or modification by city council**

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.

(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

- (1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.
- (2) The improvements, maintenance, and activities to be provided for that fiscal year.
- (3) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.
- (4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.
- (5) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- (6) The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.

The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

### **36651. Designation of owners' association to provide improvements, maintenance, and activities**

The management district plan may, but is not required to, state that an owners' association will provide the improvements, maintenance, and activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

## CHAPTER 5. Renewal

### **36660. Renewal of district; Transfer or refund of remaining revenues; District term limit**



- (a) Any district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.
- (b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.
- (c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

## CHAPTER 6. Disestablishment

### **36670. Circumstances permitting disestablishment of district; Procedure**

- (a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:
  - (1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.
  - (2) During the operation of the district, there shall be a 30-day period each year in which assesseses may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the district who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.
- (b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

### **36671. Refund of remaining revenues upon disestablishment or expiration without renewal of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district**

- (a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.
- (b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

## APPENDIX 2 – ASSESSED BUSINESSES

| Name   | Address                                  | City, State ZIP                  |
|--|--|----------------------------------|
| Best Western Oxnard Inn                        | 1156 S. Oxnard Blvd.                     | Oxnard, CA 93030-7418            |
| Budget Gardens                                 | 1500 S. Oxnard Blvd.                     | Oxnard, CA 93030                 |
| City Center Motel                              | 550 S. Oxnard Blvd.                      | Oxnard, CA 93030-7113            |
| Courtyard by Marriott Oxnard                   | 600 E. Esplanade Dr.                     | Oxnard, CA 93030-2403            |
| Del Playa Inn                                  | 711 W. Hueneme Rd.                       | Oxnard, CA 93033-9019            |
| Embassy Suites Mandalay Beach Hotel & Resort   | 2101 Mandalay Beach Rd.                  | Oxnard, CA 93035-3638            |
| Evergreen RV Park                              | 2135 N. Oxnard Blvd.                     | Oxnard, CA 93036                 |
| Flamingo Motel                                 | 421 N. Oxnard Blvd.                      | Oxnard, CA 93030                 |
| <del>GrandStay Residential Suites Oxnard</del> | <del>2211 E. Gonzales Rd.</del>          | <del>Oxnard, CA 93036-0620</del> |
| Hampton Inn & Suites Channel Islands Harbor    | 3231 Peninsula Rd.                       | Oxnard, CA 93035                 |
| Hilton Garden Inn Oxnard                       | 2000 Solar Dr.                           | Oxnard, CA 93036-2694            |
| Homewood Suites                                | 1950 Solar Dr.                           | Oxnard, CA 93036                 |
| Palace Inn                                     | 1631 S. Oxnard Blvd.                     | Oxnard, CA 93030-7427            |
| <del>Ramada Inn Oxnard</del>                   | <del>1001 E. Channel Islands Blvd.</del> | <del>Oxnard, CA 93033-5508</del> |
| Regal Lodge                                    | 1012 S. Oxnard Blvd.                     | Oxnard, CA 93030-7416            |
| Residence Inn by Marriott at River Ridge       | 2101 West Vineyard Ave.                  | Oxnard, CA 93036                 |
| Ros-Eda Motel                                  | 1155 Saviers Rd.                         | Oxnard, CA 93033-1733            |
| Vagabond Inn Oxnard                            | 1245 N. Oxnard Blvd.                     | Oxnard, CA 93030-4041            |

# Oxnard Tourism Marketing District

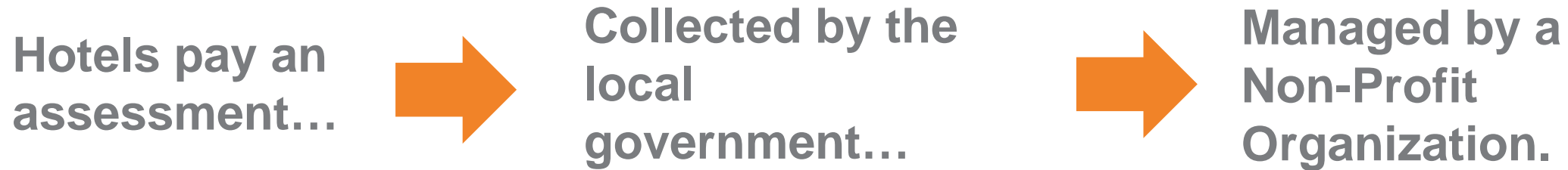
January 15, 2019



# Tourism Marketing District Overview

- Currently there are 105 TMDs in California.
- Raise over \$225 million for tourism promotion.
- Approx. 70 TMDs outside of California (ex: Colorado, Florida, Kansas, Louisiana, Montana, New Jersey, South Dakota, Texas, Washington).
- Renewed the Ventura County West District in 2015 which includes the Cities of Ventura, Camarillo, Oxnard, and Port Hueneme.

# How a TMD works...



## Characteristics

- Level playing field—no free riders
- Transparency
- Reliability
- Pass-through to guests



# Proposed Oxnard TMD Parameters

|                                |   |
|--------------------------------|---|
|                                |   |
| <b>LOCATION</b>                | All lodging businesses within the City of Oxnard (18)   |
| <b>SERVICES</b>                | Marketing and sales programs to promote Oxnard as tourist, meeting and event destination, thereby increasing “heads in beds”  |
| <b>ASSESSMENT RATE</b>         | 1.5% of room rental revenue   |
| <b>ESTIMATED ANNUAL BUDGET</b> | \$750,000   |
| <b>TERM</b>                    | 5 years   |
| <b>MANAGEMENT</b>              | Oxnard Convention & Visitors Bureau – TMD Committee will be formed comprised of hoteliers to oversee and implement TMD programs in accordance with the Management District Plan |

# Steps to Formation

1. Hotel & local government outreach and consensus building
2. Document Preparation
3. Hotel petition drive
4. City approval process

# Formation Timeline

|  | Oct<br>2018 | Nov<br>2018 | Dec<br>2018 | Jan<br>2019 | Feb<br>2019           | Mar<br>2019             | Apr<br>2019 |
|--|-------------|-------------|-------------|-------------|-----------------------|-------------------------|-------------|
| <b>Initiation</b>                            |             |             |             |             |                       |                         |             |
| <b>Outreach &amp;<br/>Consensus Building</b> |             |             |             |             |                       |                         |             |
| <b>Document Prep</b>                         |             |             |             |             |                       |                         |             |
| <b>Petition Drive</b>                        |             |             |             |             |                       |                         |             |
| <b>Hearing Process</b>                       |             |             |             | ROI<br>1/15 | Public<br>Meeting 2/5 | Final<br>Hearing<br>3/5 |             |
| <b>District Operations<br/>Begin</b>         |             |             |             |             |                       |                         |             |



# Q & A

# Thank you!

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Gina Trechter, Project Manager  
Civitas  
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(951) 285-1461





**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Appointment  
Item**

**AGENDA ITEM NO.: 2**

**DATE:** January 15, 2019

**TO:** City Council

**FROM:** Rosemarie Gaglione  
Public Works Director

**SUBJECT:** Groundwater Pumping Allocation for Next Two Decades. (15/15/15)

**CONTACT:** Rosemarie Gaglione, Public Works Director  
rosemarie.gaglione@oxnard.org, (805) 385-8055

**RECOMMENDATION:**

That City Council receive and file a presentation regarding the Fox Canyon Groundwater Management Agency's latest proposed groundwater allocation ordinance, which will significantly affect the next twenty years of groundwater pumping for the City of Oxnard, and is scheduled to be adopted on January 23, 2019.

**BACKGROUND**

The City of Oxnard relies on groundwater for over half of its potable water, and that water comes from the Oxnard Subbasin of the Santa Clara River Valley Groundwater Basin. Regulation of that Subbasin is critical to Oxnard's future. Now, due to State law, pumping of this groundwater will need to be decreased by up to half of historical use; as a result, all entities that pump groundwater are in ongoing negotiations over water allocation.

As the jurisdiction with the largest population, no one's stake in these negotiations is greater than Oxnard's. The City pumps approximately twenty percent of the Subbasin's water, which is more than any other user. If the City's groundwater allocation is significantly reduced without a new source of water or reduced demand, the City will have to purchase more water through Calleguas Municipal Water District, which imports water from northern California.

Calleguas's water currently costs the City approximately twice as much per acre foot than pumped groundwater. These costs will likely increase over time, especially due to the California WaterFix project (two tunnels that will transport water from the Sacramento-San Joaquin River

Delta to Southern California), which is estimated to cost Southern California approximately \$11 billion. Additionally, imported water may become unavailable in an emergency situation, such as the break of a pipeline importing water during a local earthquake or a levee failure in the event of a Bay Area earthquake. Such uncertainty could lead to further pricing instability.

### **The Sustainable Groundwater Management Act**

In 2014, the State Legislature passed the Sustainable Groundwater Management Act (SGMA). Under SGMA, a groundwater basin identified by the California Department of Water Resources (DWR) as significantly overdrafted and high or medium priority requires a groundwater sustainability plan (GSP) in place by 2020. DWR lists the Oxnard Subbasin as a high priority basin in a state of critical overdraft.

Each GSP must bring the use of the regional groundwater basins within “sustainable yield” by 2040. Sustainable yield is the maximum quantity of water that can be withdrawn annually from a groundwater supply without causing an undesirable result. In the Oxnard and Pleasant Valley Subbasins (OPV Basins) management area, preliminary estimates indicate sustainable yield is likely approximately 60 to 65 percent of current use. Current pumping of the Oxnard Subbasin is approximately 100,000 acre feet a year; pumping in the Subbasin will likely need to be reduced to approximately 60,000 acre feet a year by 2040 despite expected growth.

Note that SGMA is intended for groundwater management, not determining water rights, and the OPV Basins are not adjudicated basins, which means those rights have not yet been determined by a court. However, the GSP is expected to restrict each producer’s ability to produce groundwater without paying an assessment, potentially increasing the costs of production. The GSP may also impose pumping restrictions. Thus, an entity that feels it is being unjustly overregulated by SGMA may opt to file for an adjudication. If that happens, it could lead to a costly and lengthy legal battle.

### **Fox Canyon Groundwater Management Agency’s Groundwater Sustainability Plan**

The Fox Canyon Groundwater Management Agency (GMA), established in 1983, is the entity responsible for drafting a GSP for the OPV Basins. Since 1990, the GMA has imposed a groundwater allocation program with a series of preset allocation reductions to achieve a 25 percent reduction in groundwater use. In 2014, the GMA implemented Emergency Ordinance E, which provided a new groundwater allocation system and a program to impose another twenty percent reduction in use. Emergency Ordinance E remains in place currently.

In November 2017, GMA staff made available a preliminary draft of the Oxnard Subbasin GSP at [www.fcgma.org/component/content/article/8-main/115-groundwater-sustainability-plans](http://www.fcgma.org/component/content/article/8-main/115-groundwater-sustainability-plans). The City submitted written comments by the deadline in April 2018. The GMA intends to continue development of the incomplete elements of the GSP, integrate comments on the preliminary draft, and publish the next draft of the GSP for further public comment soon. According to a GMA staff report dated November 20, 2018, the current schedule is for the revised draft GSP to

be ready for the GMA Board's review by late February 2019 and a final GSP to be ready for the Board's consideration of adoption in July 2019. Once adopted by the Board, the GSP is submitted to DWR, which must ensure that the GSP complies with all SGMA requirements.

### **The Allocation Ordinance**

Concurrently with the development of the GSP, the GMA is developing a new allocation system to determine allowable groundwater pumping amounts for each entity. The GSP will incorporate this allocation ordinance and then explain how each entity must "ramp down" its use over the next twenty years, what groundwater saving or recycling projects the GMA will support, and other relevant information. In other words, the allocation ordinance provides the starting point (available groundwater allocation) for each entity, and the GSP will define how each entity must reduce its pumping over time. GMA Boardmembers have repeatedly stated their goal that the new allocation ordinance be effective right away. This ordinance is critical.

Over the past few years, the groundwater pumpers split into two negotiating groups: the municipal and industrial (M&I) pumpers and the agricultural (Ag) pumpers. Oxnard is a part of the M&I group, which includes the Port Hueneme Water Agency, the City of Port Hueneme, the Channel Island Beach Community Services District, the City of Ventura, the Camrosa Water District, the City of Camarillo and the Naval Bases. The Ag pumpers have formed two subgroups with Southland Sod leading one and the Pleasant Valley County Water District (PVCWD) leading the other.

## **DISCUSSION**

### **Oxnard's Goals**

Oxnard staff is participating in these negotiations and is advocating for the achievement of a few goals in the allocation ordinance.

1. **Getting the total starting allocation right:** As mentioned earlier in the report, current pumping of the Oxnard Subbasin is approximately 100,000 acre feet a year. Whatever the precise starting amount apportioned, each pumper will receive its share. If the total starting allocation is too high, we are not tackling this problem head on: pumping needs to be under control. Additionally, it means steeper cuts in the future. However, if the total starting allocation is too low, we are not using the full twenty years we are given by SGMA, and the economy—particularly the agricultural economy—could be unnecessarily and significantly impacted.
2. **Preserving the 60/40 split:** GMA staff, Ag pumpers, and M&I pumpers have negotiated for over two years what is often called the "60/40 split." This phrase means that, whatever the total starting allocation in acre feet, sixty percent of it would go to Ag as a group and forty percent to M&I as a group. This is roughly based on a number of pumping analyses through various time periods (including the pre-SGMA 2005 to 2014

period), but it is important to remember this is a negotiated ratio. Each group (Ag and M&I) would then suballocate the group's total allocation to each pumper within the group. Though this has been the generally understood ratio, the last two versions of the allocation ordinance have ignored this compromise:

- a. On October 12th, GMA staff presented a version of the ordinance in which M&I would begin with a 28,200 acre feet per year allocation. This represents approximately thirty percent of pumping in the Subbasin as compared with Ag's allocation. The GMA Board responded with direction to start the ordinance at 35,000 acre feet per year while keeping Ag at a starting allocation of 60,000 acre feet per year. While the increase from 28,200 to 35,000 acre feet per year as a starting allocation is a critical increase, the latter proposal would still yield 20,400 total acre feet of water less for M&I over the first seven years than if M&I's starting allocation were 40,000 acre feet. Buying that amount of water from Calleguas Municipal Water District would cost approximately \$34.5 million. (Please see PowerPoint slides for visual depiction of these drafts.)
  - b. On October 24th, GMA staff returned with the ordinance as directed by the GMA Board. GMA staff also offered an alternative with starting allocations of 54,158 and 36,141 acre feet to Ag and M&I, respectively. This represents the 60/40 split. However, there is a third pumping allocation for those entities—United Water Conservation District and the PVCWD—that receive surface water from Santa Clara River diversions if that water does not arrive. Because these entities are given another approximately 15,600 acre feet pumping allocation if the surface water is not available, which it has not been at all in the past few years, this essentially increases Ag's starting allocation to 70,060 acre feet or 66 percent (as compared to M&I's 36,141 acre feet or 34 percent).
  - c. On November 20th, the GMA Board directed staff to add language giving Ag its third allocation, this time with an extra 4,500 acre feet due to the Conejo Creek Project. Since 2003, PVCWD has taken recycled water from the City of Thousand Oak's wastewater treatment plant that was discharged into a Conejo Creek tributary. Because this project was supposed to be in lieu of PVCWD pumping groundwater, the GMA at that time determined PVCWD would receive a "storage credit" for every acre-foot of Conejo Creek Project water delivered to PVCWD.
3. **Allowing Equitable Borrowing:** Various representatives of Ag pumpers have explained that they may need flexibility to potentially borrow water against their future allocations, especially if surface water is low or they change to growing crops with a high water demand. Such borrowing is acceptable if within reason, meaning limiting the amount and the number of years by which that pumper must pump less than its allocation to "return" the borrowed water. However, M&I has consistently stated that it too requires such flexibility. While our use has been more stable over time, we also have operational variance. Additionally, if a severe earthquake severed our access to water from Northern

## Groundwater Pumping Allocation for Next Two Decades (30/15/15)

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California, we would immediately need to pump much more groundwater. Indeed, during the Thomas Fire, State pump electrical failures led the City to have to overpump groundwater, and the City was fined. Borrowing is generally less of a matter for the allocation ordinance and more for the GSP as it addresses use over time, not just the initial allocations; however, if the GMA includes the Santa Clara River water allocation in its ordinance, that allocation either represents a gift of extra water to Ag or some version of up-front borrowing, and M&I also needs such an allowance.

Perhaps because GMA negotiations have been ongoing for several years and because groundwater discussions are highly technical and not “sexy,” they have gone largely unnoticed. Admittedly, this report is a broad overview of a nuanced topic. However, access to clean and affordable drinking water is critical to survival and thus to public health and safety. It is also a fundamental requirement for a city to thrive: water is necessary for human health and sanitation, future development and residents, and an economically viable business community that creates jobs for our residents and tax revenue for the City. This allocation ordinance will set the stage for the next twenty years of water access in the OPV Basin’s management area, which means that it will help define Oxnard’s future. City staff has been and will continue to advocate for the City to receive a fair allocation of water over the next two decades and beyond.

The GMA Board will hold a public hearing at its meeting regarding the allocation ordinance on January 23rd at 1:30 at the Ventura County Government Center (800 South Victoria Avenue in Ventura, California), Administration Building, in the County Board of Supervisors’ Hearing Room. Since the ordinance was introduced on November 20th, and in any case State law only requires one reading of this ordinance, the GMA Board intends to adopt this ordinance at the end of that public hearing. The agenda is available at <http://www.fcgma.org/public-documents/board-of-directors-meetings>.

## **STRATEGIC PRIORITIES**

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This agenda item also supports the Economic Development strategy. The purpose of the Economic Development strategy is to develop and enhance Oxnard’s business climate, promote the City’s fiscal health, and support economic growth in a manner consistent with the City’s unique character. More specifically, this item supports the following goals and objectives:

Goal 1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.

Goal 2. Enhance business development throughout the City.

Objective 2c. Capitalize on historic, cultural and natural resources.

## **FINANCIAL IMPACT**

The allocation ordinance will have a financial impact on the City and its ratepayers; however, the

## Groundwater Pumping Allocation for Next Two Decades (30/15/15)

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precise impact will depend on the final language of the ordinance. Potential economic impacts due to loss of development and business are unknown at this time but could be significant.

*Prepared by Shiri Klima, Assistant City Attorney*

### **ATTACHMENTS:**

2019\_01\_15 Groundwater Pumping Allocation for the Next Two Decades - Commonly Used Terms Handout



## **Groundwater Pumping Allocation for the Next Two Decades — Commonly Used Terms**

- AF: acre feet
- AFY: acre feet per year
- Ag: agricultural pumpers
- DWR: California Department of Water Resources
- GMA: Fox Canyon Groundwater Management Agency, responsible for drafting the GSP
- GSP: groundwater sustainability plan, managing use of and reducing pumping in the basin over next 20 years
- M&I: municipal and industrial pumpers
- OPV Basins: Oxnard and Pleasant Valley Subbasins
- SGMA: State law that requires greater basin management over the next twenty years (see next slide)

# Groundwater Pumping Allocation for the Next Two Decades

January 15, 2019

## RECOMMENDATION

That City Council receive and file a presentation regarding the Fox Canyon Groundwater Management Agency's latest proposed groundwater allocation ordinance, which will significantly affect the next twenty years of groundwater pumping for the City of Oxnard and is scheduled to be adopted on January 23rd

# OXNARD'S GROUNDWATER PUMPING ALLOCATION IS CRITICAL

- Over half of Oxnard's potable water supplies are groundwater
- City pumps 20% of all groundwater from Oxnard-Pleasant Valley Subbasins (OPV Basins) management area
  - As the jurisdiction with the largest population, City is the largest pumper in the OPV Basins
- Due to State law, groundwater pumped will need to be decreased by almost half; as a result, all pumpers are in ongoing negotiations over water allocation
- If City's groundwater pumping allocation is significantly reduced, City will have to purchase more imported water
  - This costs ~2x as much per acre foot (AF) to import than to pump groundwater
  - Imported water is less reliable in an emergency situation

# THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA)

- Passed in 2014
- California Department of Water Resources (DWR) must identify basins that are significantly overdrafted and high or medium priority
  - DWR says OPV Basins are high priority basins in states of critical overdraft
- SGMA requires any high or medium priority basin that is significantly overdrafted to have a groundwater sustainability plan (GSP) in place by 2020

# THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA)

- Each GSP must bring the use of the regional groundwater basins within “sustainable yield” by 2040
  - Sustainable yield: maximum quantity of water that can be withdrawn annually from a groundwater supply without causing an undesirable result
  - In OPV Basins, sustainable yield is likely ~60-65% of current use
- SGMA is intended for groundwater management, not determining water rights

- Fox Canyon Groundwater Management Agency (GMA) is responsible for drafting a GSP for the OPV Basins
- Since 1990, GMA imposed 25% pumping reduction in groundwater use on municipal and industrial (M&I) pumpers
- In 2014, the GMA implemented Emergency Ordinance E, which imposed on M&I another 20% reduction in use
  - Emergency Ordinance E is still in effect

# GROUNDWATER SUSTAINABILITY PLAN

- Preliminary draft GSP made available in November 2017
  - [www.fcgma.org/component/content/article/8-main/115-groundwater-sustainability-plans](http://www.fcgma.org/component/content/article/8-main/115-groundwater-sustainability-plans)
- City submitted written comments
- Revised draft GSP expected by late February 2019
- Final GSP expected in July 2019
- Once adopted by the GMA Board, GSP must be approved by DWR



# THE ALLOCATION ORDINANCE

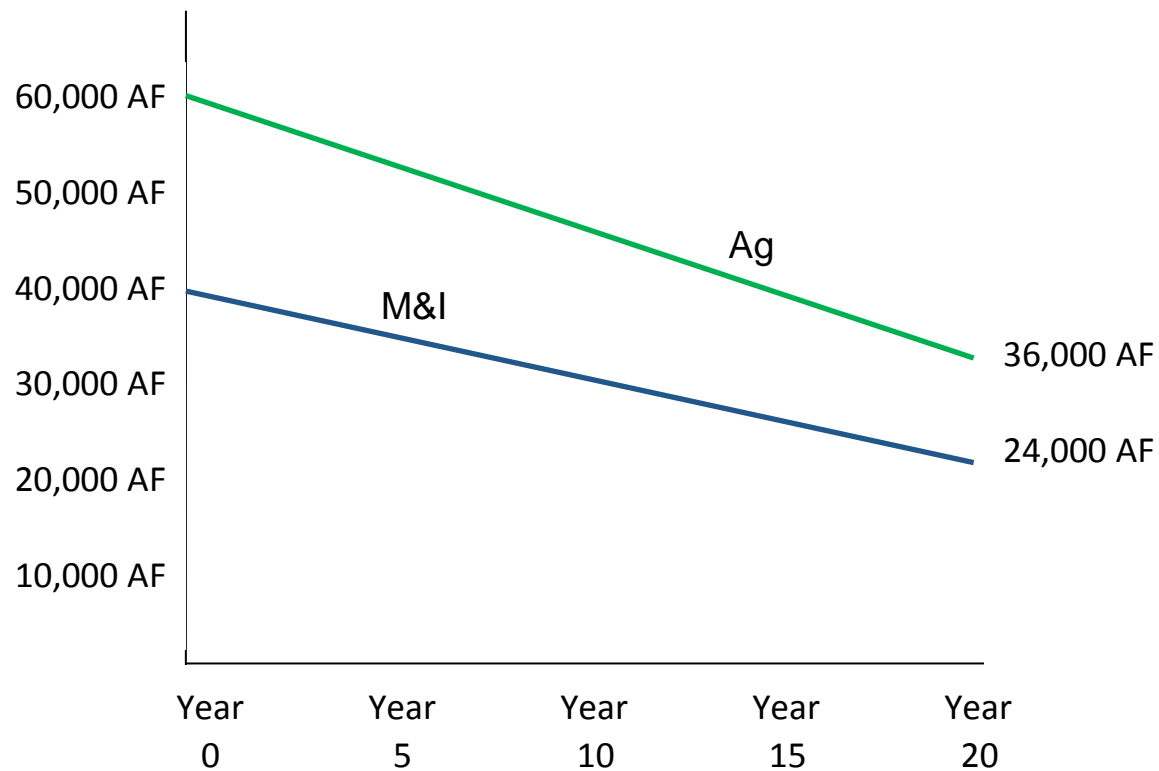
- GMA is developing a new allocation ordinance concurrently with the development of the GSP
  - Allocation ordinance provides the starting point for each entity, and GSP will inform each entity how it must reduce pumping over time
- Scheduled to be adopted **January 23rd**
  - Only one reading required
- Effective immediately
- Splits water among agricultural pumpers (Ag) and municipal and industrial (M&I) pumpers
- City staff is participating in these negotiations

## OXNARD'S GOAL #1: A CORRECT TOTAL STARTING ALLOCATION

- Current pumping of the OPV Basin is ~100,000 acre feet per year (AFY)
- Whatever precise starting amount allocated, each pumper will receive its share
- If total starting allocation is too high, we are not tackling this problem head on: pumping needs to be reduced
  - This will also mean steeper cuts in the future
- If the total starting allocation is too low:
  - We are not using the full 20 years we are given by SGMA
  - Economy, particularly to agricultural economy, could be unnecessarily and significantly impacted

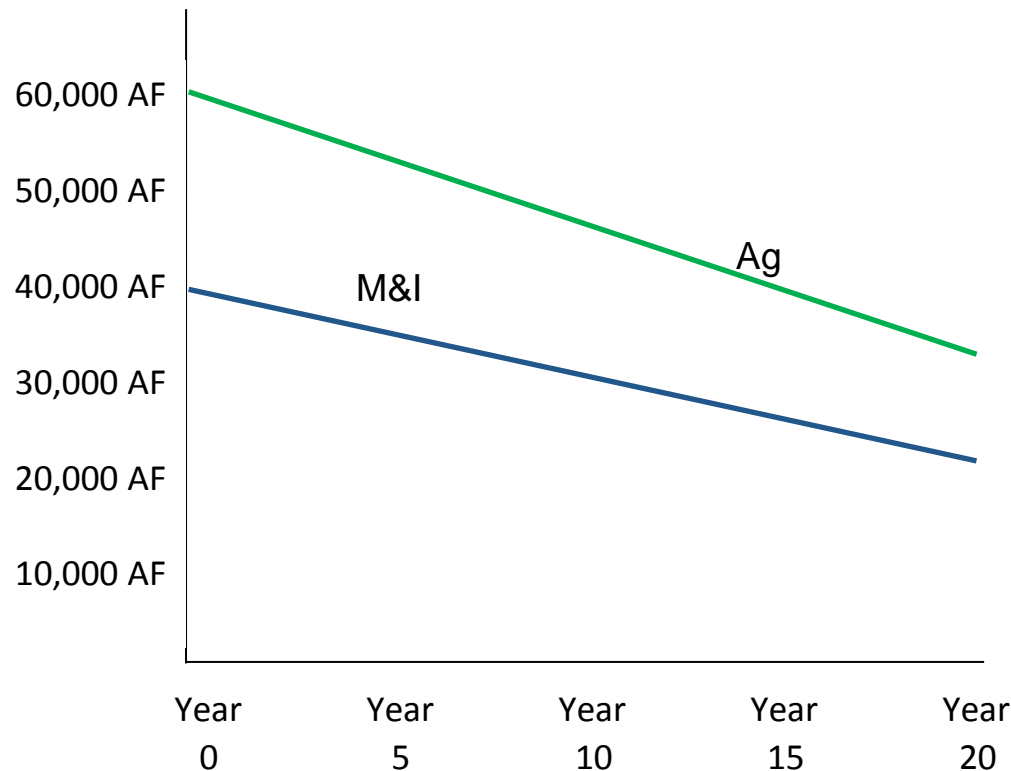
## OXNARD'S GOAL #2: PRESERVING THE 60/40 SPLIT

“60/40 split”: whatever the total starting allocation, 60% will be allocated to Ag and 40% will be allocated to M&I



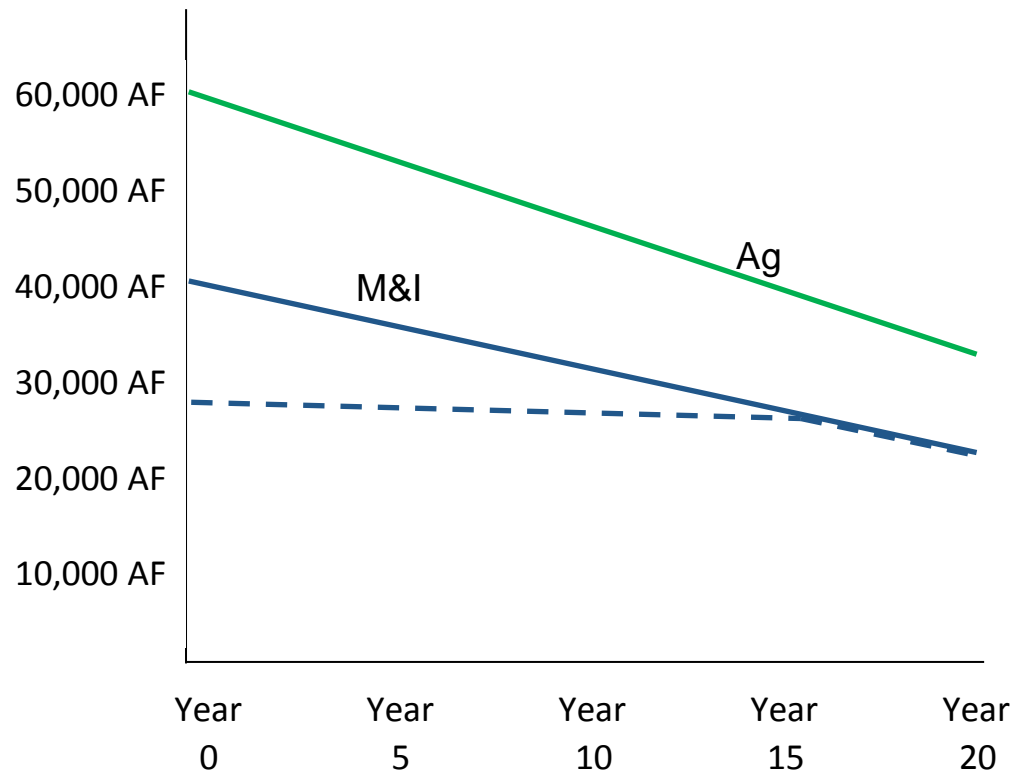
## OCTOBER 12<sup>TH</sup> VERSION OF ALLOCATION ORDINANCE

- GMA staff suggested M&I begin at 28,200 AFY (~30%)



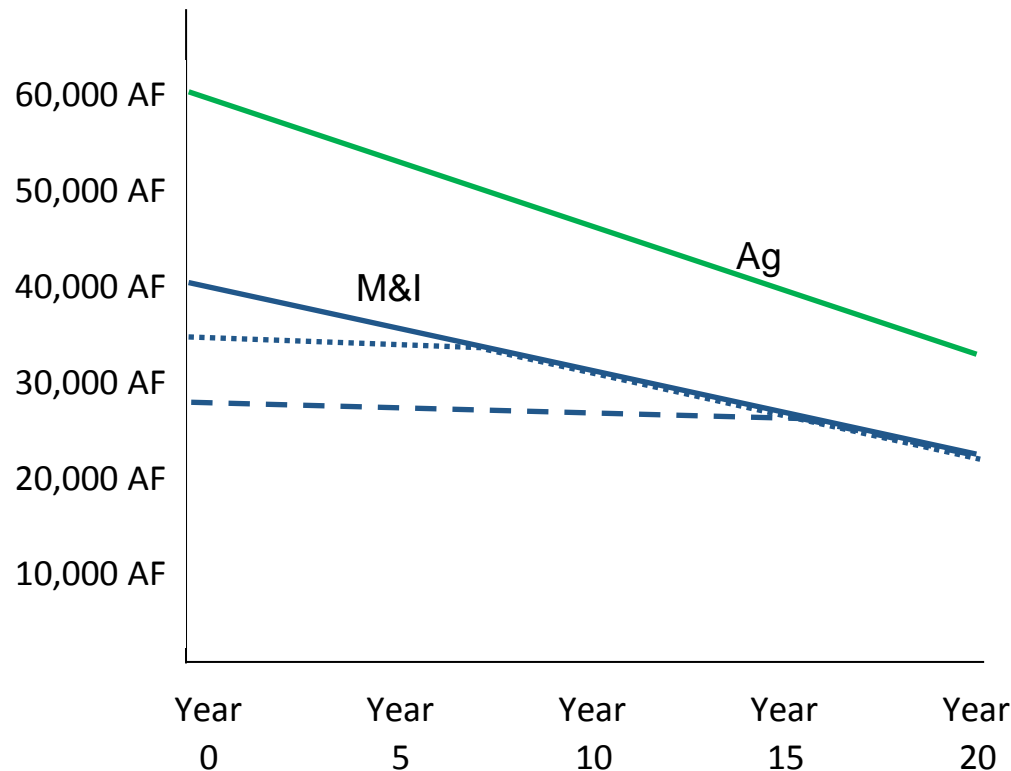
## OCTOBER 12<sup>TH</sup> VERSION OF ALLOCATION ORDINANCE

- GMA staff suggested M&I begin at 28,200 AFY (~30%) – dashed line



## OCTOBER 12<sup>TH</sup> VERSION OF ALLOCATION ORDINANCE

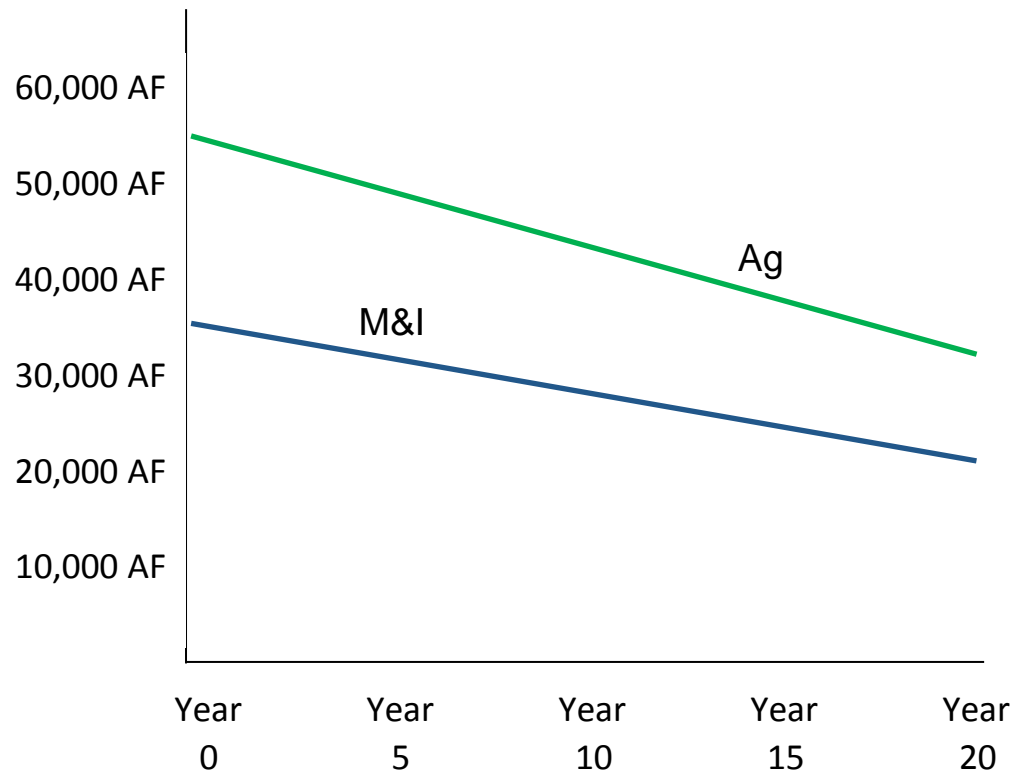
- GMA staff suggested M&I begin at 28,200 AFY (~30%) – dashed line



- GMA Board gave direction to start M&I at 35,000 AFY — dotted line

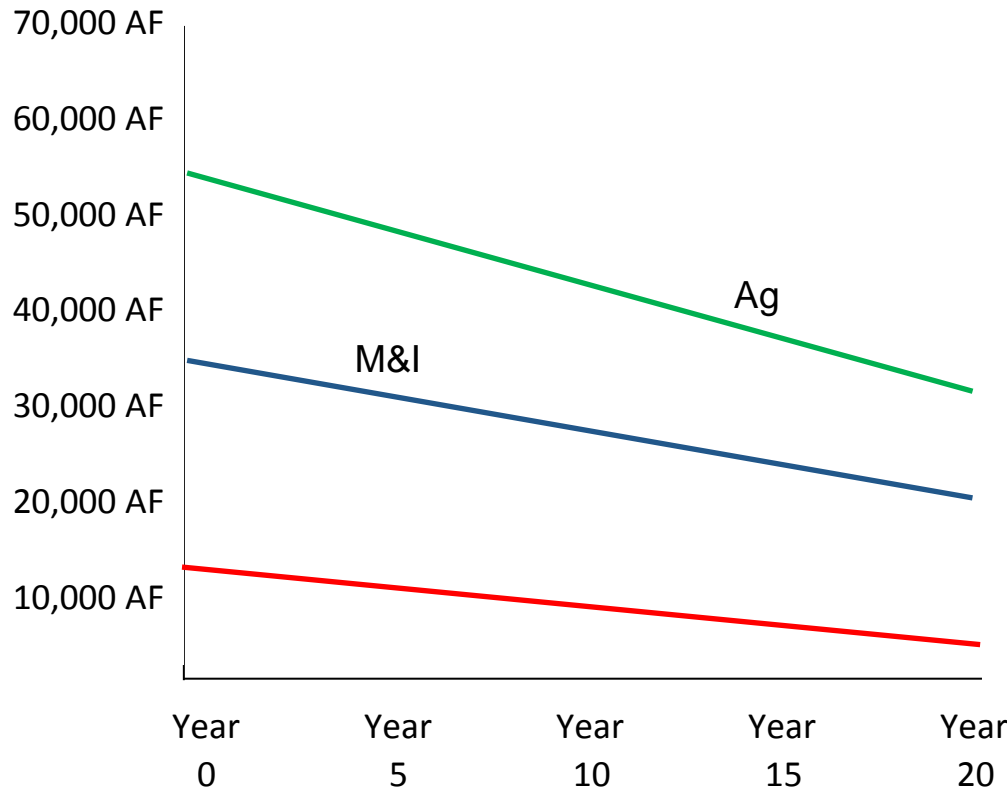
## OCTOBER 24<sup>TH</sup> VERSION OF ALLOCATION ORDINANCE

- On October 24th, GMA staff suggested starting allocations of 54,158 and 36,141 AFY to Ag and M&I, respectively



## OCTOBER 24<sup>TH</sup> VERSION OF ALLOCATION ORDINANCE

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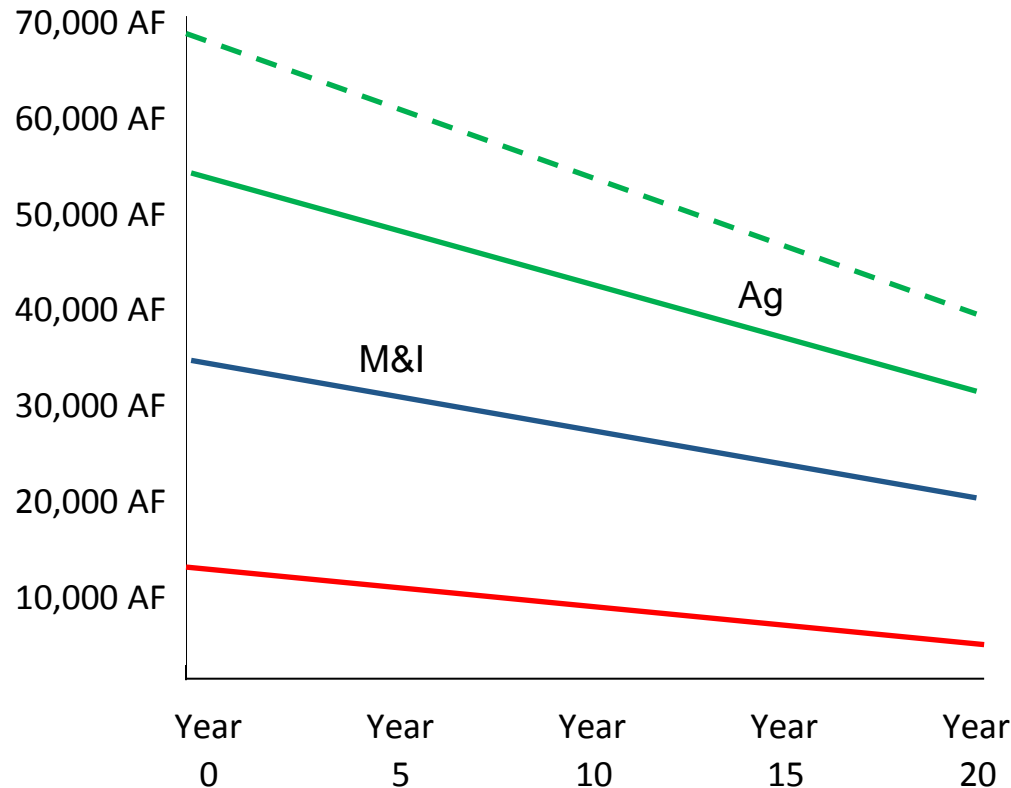


- But GMA staff also suggested adding 15,600 AFY of allowable pumping in lieu of Santa Clara River water – red line



## OCTOBER 24<sup>TH</sup> VERSION OF ALLOCATION ORDINANCE

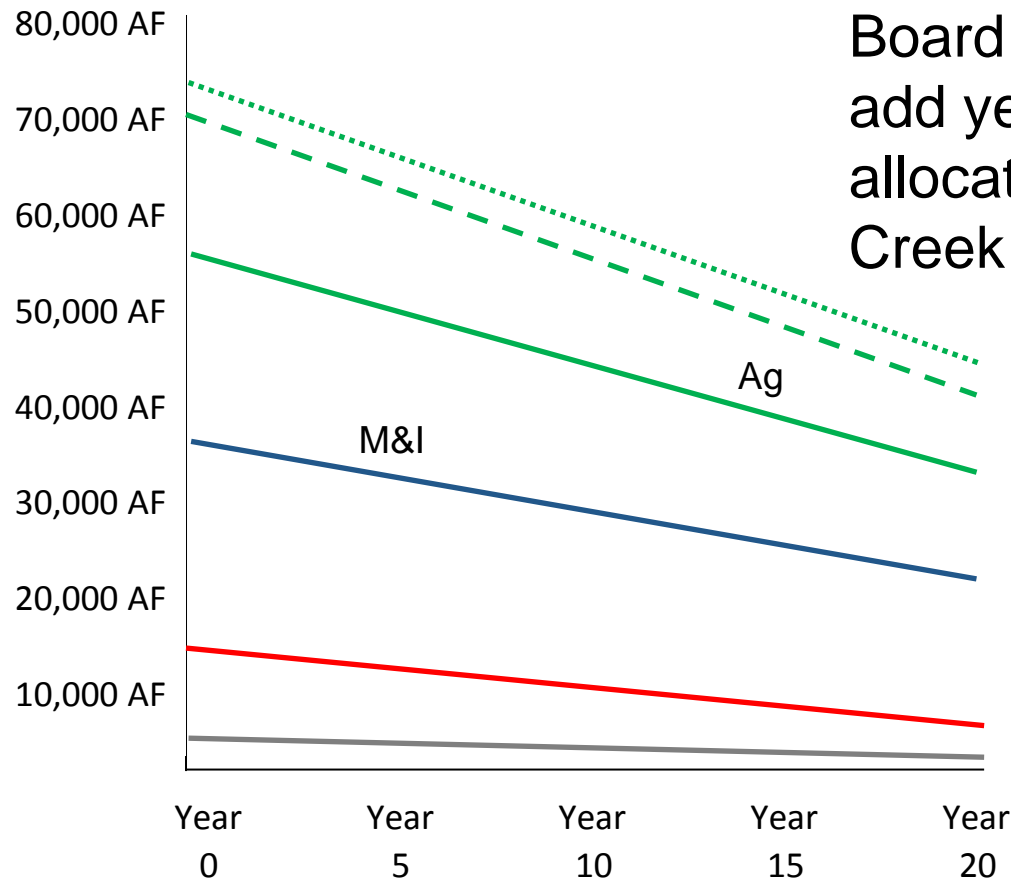
- On October 24th, GMA staff suggested starting allocations of 54,158 and 36,141 AFY to Ag and M&I, respectively



- But GMA staff also suggested adding 15,600 AFY of allowable pumping in lieu of Santa Clara River water – red line
- So total Ag pumping would be 70,060 AFY – dashed line

# NOVEMBER 20<sup>TH</sup> VERSION OF ALLOCATION ORDINANCE

- On November 20th, the Board directed staff to add yet another Ag allocation for the Conejo Creek project – gray line



- So total Ag pumping would be 74,560 AFY – dotted line

## OXNARD'S GOAL #3: ALLOW EQUITABLE BORROWING

- Ag pumpers want flexibility to borrow water against future allocations, especially if surface water is low
- For borrowing to be acceptable:
  - It should be limited to a set maximum amount per pumper
  - The borrowed water must be “paid back” within a set number of years by reduced pumping
  - M&I also requires such flexibility, both for operational variance and for an emergency

## SUMMARY

- These negotiations have gone largely unnoticed
- Access to clean and affordable drinking water is not only critical to survival, it is a fundamental requirement for a city to thrive:
  - For human health and sanitation
  - For future development and residents
  - For an economically viable business community that creates jobs for our residents and tax revenue for the City
- This allocation ordinance will set the stage for the next 20 years of water access in the OPV Basins, so it will help define Oxnard's future

GMA Board's allocation ordinance public hearing:

January 23rd at 1:30 p.m.

County Board of Supervisors' Hearing Room  
Administration Building  
Ventura County Government Center  
800 South Victoria Avenue  
Ventura, California 93009

Agenda available at <http://www.fcgma.org/public-documents/board-of-directors-meetings>

# Questions?



## CITY COUNCIL OF THE CITY OF OXNARD

## RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD  
 COMMENDING DAVID J. HARPER FOR OVER 41 YEARS OF  
 EXEMPLARY SERVICE TO THE CITY OF OXNARD

WHEREAS, David J. Harper has provided over 41 years of exemplary service as an employee of the City of Oxnard; and

WHEREAS, David began his career with the City of Oxnard in the Public Library as a Student Trainee in April of 1977 and was later promoted to Library Page. He became a permanent employee in January of 1978 as a Senior Library Page. In October of 1982, David became a Survey Technician I and then advanced to Survey Technician II in January of 1984 and was promoted to Survey Party Chief in January of 1987. David then altered his career path to become a Construction Inspector I in July of 1988 and a Construction Inspector II in July of 1990. David was promoted to Senior Construction Inspector in April of 1993; and

WHEREAS, David provided exceptional leadership of construction inspection services within the Development Services Department and consistently demonstrated a proactive approach to working with residents, developers, and engineers resulting in high quality infrastructure construction; and

WHEREAS, throughout David's career he demonstrated a dedication to the goals, needs, and best interests of the residents and businesses in the City of Oxnard; and

WHEREAS, David contributed to numerous significant projects throughout the City including construction of the Northeast Industrial Area, East and West Villages, Victoria Estates, Centennial Plaza, Westport, Seabridge, Oxnard Village, and The Collection/Riverpark developments to name only a few; and

WHEREAS, the construction experience and institutional knowledge embodied in David will be greatly missed by his peers, the development community, and the City of Oxnard.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to David J. Harper for over 41 years of exemplary service to the City of Oxnard and extends best wishes for a fulfilling retirement with family and friends.

PASSED AND ADOPTED THIS 15<sup>th</sup> day of January, 2019, by the following vote:

AYES:

NOES:

ABSENT:


ABSTAIN:

ATTEST:

\_\_\_\_\_  
 Tim Flynn, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
 Michelle Ascencion, City Clerk

  
 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  
 COMMENDING YVONNE J. HARPER FOR 37 YEARS OF EXEMPLARY SERVICE  
 TO THE CITY OF OXNARD

WHEREAS, Yvonne J. Harper has given 37 years of exemplary service as an employee of the City of Oxnard; and

WHEREAS, Yvonne J. Harper began her career with the City of Oxnard as a Library Aide I on August 31, 1981, and thereafter she was promoted to Library Aide II on August 15, 1983, then to Library Aide III on March 24, 1986 and finally to Circulation Supervisor on March 23, 2004, therefore increasing her responsibilities; and

WHEREAS, Yvonne J. Harper oversaw the Bookmobile Services from 1981 – 1989, South Oxnard Center Library and Main Library Circulation Desks, Library Extra Help, Library Summer Youth Employment Program, Library Volunteer Program, Library Facilities & Security, Main Library Homework Center, Passport Services, and coordinated many Library collaborations with community partners; and

WHEREAS, throughout her career Yvonne J. Harper earned a reputation for being a dedicated, dependable, courteous, reliable, and responsible employee by her co-workers and patrons being awarded the CORIE in 1994, Employee of the Quarter Recipient in 1995, and Outstanding/Pay for Performance Recipient in 1995; and

WHEREAS, Yvonne J. Harper exemplified supervisory proficiency through inter-personal skills, dedication, commitment to her responsibilities, and providing exceptional internal and external customer service while serving on the following committees: Train the Trainers Program, Oxnard Leadership Academy, Satellite City Hall, Employee Recognition Committee, REACT Team, and Chairing the Library's Centennial Celebration Committee; and

WHEREAS, Yvonne J. Harper has throughout her career, held the best interest of the City.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize, and extend its gratitude to Yvonne J. Harper for 37 years of exemplary service to the City of Oxnard and extends best wishes for a fulfilling retirement.

PASSED AND ADOPTED this 15<sup>th</sup> of January, 2019, by the following votes:

AYES:

NOES:

ABSENT:


ABSTAIN:

\_\_\_\_\_  
 Tim Flynn  
 Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
 Michelle Ascencion  
 City Clerk

  
 \_\_\_\_\_  
 Stephen M. Fischer  
 City Attorney





**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Public Hearing  
AGENDA ITEM NO.: 1**

**DATE:** January 15, 2019

**TO:** City Council

**FROM:** Ashley Golden  
Development Services Director

**SUBJECT:** Planning and Zoning Permit Nos. 16-500-06 (Special Use Permit); 16-535-01 (Density Bonus); and 16-300-06 (Tentative Subdivision Map No. 5995) to Construct 20 Townhome Units Inclusive of 4 Affordable Units (Low Income), and a Tentative Subdivision Map to Create 20 Condominium Units on the 0.91-Acre Parcel Located Within the Southwinds Neighborhood. Property Located at 5489 Saviers Road (APN: 222-0-011-29). Filed by Designated Agent Henry Casillas, 451 West Fifth Street, Oxnard, California, 93030, on Behalf of the Property Owner (The "Applicant"). (20/20/15)

**CONTACT:** Ashley Golden, Development Services Director  
Ashley.Golden@oxnard.org, (805) 385-7882

**RECOMMENDATION:**

That the City Council:

1. Adopt a resolution upholding the Planning Commission's approval of Planning and Zoning Permit No. 16-500-06 (Special Use Permit), subject to certain findings and conditions;
2. Adopt a resolution upholding the Planning Commission's approval of Planning and Zoning Permit No. 16-535-01 (Density Bonus), subject to certain findings and conditions; and
3. Adopt a resolution approving Planning and Zoning Permit No. 16-300-06 (Tentative Subdivision Map No. 5995), subject to certain findings and conditions.

**BACKGROUND**

On November 14, 2017, the City Council reviewed Planning and Zoning Permit Nos. 16-500-06; 16-535-01; and 16-300-06 requesting approval of a Special Use Permit; Density Bonus Permit; and Tentative Subdivision Map, respectively, to construct 20 for sale townhome units inclusive of 4 affordable units (low income), and a Tentative Subdivision Map to create 20 condominium units on the 0.91-acre parcel located within the Southwinds neighborhood. Each unit will be

approximately 2,968 square feet in size (1,490 square feet habitable and 578 square feet for garage) and will contain three-bedrooms. The 20 townhomes will be contained within 4 buildings on a single parcel. Ownership will be exclusive to the air rights of each unit and a homeowner's association (HOA) will be created. The Project is designed to front on Saviers Road and Courtland Street with access to a two-car garage. Each unit has been designed to include a 135 square-foot patio and a 22 square-foot balcony in order to provide for private open space for each individual home.

The project included a 35% Density Bonus request to construct 4 townhome units affordable to low-income households in addition to the 16 dwelling units. For projects requesting a Density Bonus, Government Code Section 65915(p) does not require covered parking as carports or enclosed garages for the residences and does not require on-site guest parking. Additionally, Government Code Section 65915(p) (1) allows the developer to provide tandem parking for projects requesting a Density Bonus. Notwithstanding the Government Code allowed waiver, the applicant is providing a total of 40 on-site parking spaces (i.e. two-car tandem garage per unit). However, the project will not be providing any guest parking as allowed by Government Code Section 6595. The proposed driveway improvements provide sufficient vehicle and emergency vehicle access and vehicle stacking space. A total of 10 bicycle parking spaces are also provided on-site within the proposed recreation area. Sidewalk and landscaping improvements are proposed along Saviers Road and Courtland Street.

As permitted under State Density Bonus law three concessions were being requested at the time of the Nov. 2017 public hearing which were standard reductions as follows: 1) a reduction in the required front yard setback from 25 feet to 15 feet; 2) a reduction in building separation from 36 feet to approximately 33 feet; and 3) a reduction in the required interior yard space requirement of 30% to 16%. The Project originally included a third concession which was a reduction in building separation from 36 feet to approximately 33 feet based on City Code Section 16-362(B). This code section required a minimum building separation between any two buildings equal to the height of the tallest structure. However, on October 17, 2017, the City Council adopted Ordinance No. 2923, which amended Oxnard City Code Section 16-362(B) requiring that the minimum building separation between any two buildings be a distance equal to half of the height of the tallest structure unless otherwise determined by health and safety requirements during the Development Advisory Committee (DAC) review process. The proposed maximum height of all four buildings is approximately 35 feet, which requires the minimum building separation to be 17'-6". The minimum building separation for the proposed Project is approximately 33 feet which conforms to the newly adopted building separation requirement. As such, the third concession is no longer required. The project was reviewed by DAC on three occasions and there were no concerns identified regarding the proposed building separation. Ord. 2923 was effective and applicable to development projects on November 17, 2017.

State Density Bonus law (Government Code §§ 65915-65918) stipulates that additional dwelling units shall be allowed over the otherwise maximum allowable residential density identified in the General Plan, for projects which provide affordable housing for families defined as low-, very low-, or moderate-income households. The number of additional dwelling units and development concessions are determined by the base zoning and the total of units that are deed restricted as

Saviers 20-Unit Townhome Project (20/20/15)

January 15, 2019

Page 3

very low, low, or moderate income units. Government Code §65915(f) provides the formula with which to calculate the Density Bonus. Further details about the project are provided in the September 7, 2017 Planning Commission staff report and the November 14, 2017 City Council staff reports attached to this report as Attachment A.

During the November 2017 public hearing, members of the public voiced concerns regarding parking impacts that they indicated would result from the construction of 20 townhome units on the existing Project site. The public's concerns included the lack of existing parking for residents, which they forecast to be further impacted by the Project because the Project does not propose to provide visitor parking. Residents further assert that on-street parking will be negatively impacted as a result of the impending construction of a 40-unit project located to the south of the Project site (5557 and 5527 Saviers Road – Approved by City Council on May 19, 2016).

Based upon the public testimony, the City Council discussed concerns regarding on-street parking and City Council continued the Project to the January 23, 2018 Council meeting. Council directed staff to analyze the Southwinds neighborhood parking needs and investigate if the development of a parking program could alleviate on-street parking concerns. On January 23 and February 20, 2018, the City Council continued the public hearing to March 20, 2018 to allow staff sufficient time to continue analyzing the Southwinds neighborhood parking needs. At the March 20, 2018 public hearing, the City Council continued the project off calendar to allow the applicant and City to continue engaging the community regarding parking needs and to develop programs to address parking concerns within the vicinity of the Project site.

## **PARKING PROGRAM**

The Southwinds neighborhood is comprised of 1,513 residential units (multi and single-family units) and is bounded by Pleasant Valley Road to the north, Hueneme Road to the south, Saviers Road to the east and J Street to the west. Within this area, residential units are comprised of single-family residences, apartments, condominiums and townhomes.

A voluntary Pilot Parking Permit Program, established through City Ordinance No. 2723 in approximately 2006, includes the following streets in Southwinds: Campbell Way, Fairbourne Place, Clara Street, Clark Court, Carlisle Court, Dickens Drive, and Courtland Street. Residents on those streets were given the option to opt into the program by petition. Not all residents chose to be part of the program. This program was made available only to properties within the pilot boundaries and prohibited overnight parking within the pilot program boundary from 5:00 p.m. to 5:00 a.m. without display of the required permit.

Over the past year staff held various meetings with the Southwinds Neighborhood Council (Neighborhood Council). Staff met with the Neighborhood Council on February 8, March 15, July 26, August 16, and September 13, 2018. During the meetings staff made several presentations detailing the potential parking programs. The presentations included requirements

and structure of proposed parking programs and the Neighborhood Council, and community members who attended the meetings, detailed their on-street parking concerns.

The Traffic Engineering Division conducted an electronic survey of the existing on-street parking supply for the entire Southwinds neighborhood based upon the current on-street configuration. Staff used this data to determine the number of permits that can be issued based upon the number of residential units. In addition, staff conducted a comparative analysis of preferential parking programs such as the City of Glendale and Long Beach which have similar demographics and density compared to the City of Oxnard. Based on the survey results, staff determined that one parking permit could be issued per single family or multi-family residence with the ability to obtain a visitor parking permit. The permits would allow residents to park on-street, which is addition to the off-street (i.e. garage, driveway, carport) parking for the exclusive use of the residents.

During July and August 2018, staff developed a conceptual plan to make Cuesta Del Mar a one-way street with diagonal parking. In engaging internal City departments to evaluate the re-configuration of these streets, the Police and Fire Departments were unable to support the one-way diagonal parking design for the Cuesta Del Mar Drive segment between J Street and Courtland Street because the street dimension was in conflict with the minimum street dimension needed for proper fire vehicle clearance.

On September 13, 2018, staff presented a proposed permit parking program to the Southwinds Neighborhood Council and community members in attendance. After a substantial dialogue with staff, the Neighborhood Council and community members who attended the meeting informed staff that they did not want to participate in a permit parking program. Further, they requested that the existing 2006 Pilot Parking Program be abandoned because it does not function well and doesn't address parking deficiencies in the area.

Although staff acknowledges the community's concerns surrounding parking, the City is required to grant the Density Bonus concessions except in the very narrow circumstances where a written finding based upon substantial evidence is made as outlined in Oxnard City Code Section 16-410(N). The three potential grounds for denial under Oxnard City Code Section 16-410N are: (1) the incentive would be contrary to state or federal law; (2) the incentive does not result in identifiable and actual cost reductions to provide for affordable housing costs or for rents for the targeted units; or (3) the incentive would have a specific, adverse impact, upon the public health and safety or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact without rendering the development unaffordable to low- and moderate-income households.

The parking concerns in the Southwinds neighborhood are existing concerns, and the State Law provides for a reduced parking requirement, which the project provides. Therefore, staff finds that the project is consistent with the State's Density Bonus law and confirms that the proposed project qualifies for the two development standard concessions.

Saviers 20-Unit Townhome Project (20/20/15)

January 15, 2019

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### Environmental Analysis

Based upon the California Environmental Quality Act (CEQA) (Public Resources Code) Statute §21159.23, affordable housing projects on infill properties (less than 5 acres), such as the subject project, are statutorily exempt from CEQA review. Additionally, this Project is Categorically Exempt from CEQA pursuant to Section 15061 (“General Rule”), and Section 15332, Class 32 exemption (In-Fill Development) of the CEQA Guidelines. A Notice of Exemption has been prepared and is attached as Attachment B.

### **STRATEGIC PRIORITIES**

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

### **FINANCIAL IMPACT**

**IF THE CITY COUNCIL APPROVES THE PROJECT, QUIMBY FEES WILL BE COLLECTED TO COMPENSATE FOR OFF-SITE IMPACTS ON CITY PARKS, AND THE ART IN PUBLIC PLACES FEE WILL BE COLLECTED TO PROVIDE FOR FUTURE PUBLIC ART DISPLAYS. THE PROJECT WILL PROVIDE AN ADDITIONAL FINANCIAL BENEFIT TO THE CITY BY GENERATING REVENUE THROUGH PROPERTY TAXES.**

*Prepared by Isidro Figueroa, Principal Planner and Kathleen Mallory, Planning & Environmental Services Manager*

### **ATTACHMENTS:**

Attachment A\_November 14, 2017 City Council and September 7, 2017 Planning Commission Staff Reports

Attachment B\_Notice of Exemption\_January 15.2019

Attachment C\_City Council Resolution\_Special Use Permit

Saviers 20-Unit Townhome Project (20/20/15)

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Attachment D\_City Council Resolution\_Density Bonus

Attachment E\_City Council Resolution\_Tentative Subdivision Map

Note: Due to size, Attachment A is not included in agenda packets. Copies for review are available at the Help Desk in the Oxnard Main Library, in the City Clerk's office, and on the City's website at [www.oxnard.org/city-meetings](http://www.oxnard.org/city-meetings)



OXNARD PLANNING DIVISION  
214 SOUTH C STREET  
OXNARD, CALIFORNIA 93030

## NOTICE OF EXEMPTION

### ***Project Description:***

Proposal to construct 20 for sale townhome units inclusive of 4 affordable units (low income), and a Tentative Subdivision Map to create 20 condominium units on a 0.91-acre parcel located within the South Winds neighborhood. The townhomes will be approximately 2,968 square feet in size and are designed to front on Saviers Road and Courtland Street with a two-car tandem garage. The project includes a 35% Density Bonus request to construct 4 townhome units in addition to the 16 dwelling units. As permitted under State Density Bonus law two concessions are being requested as follows: 1) a reduction in the required front yard setback from 25 feet to 15 feet; and 2) a reduction in the required interior yard space requirement of 30% to 16%.

### ***Finding:***

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

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

***Supporting Reasons:*** Based on California Environmental Quality Act (CEQA) Statute §21159.23, affordable housing projects on infill properties, such as the subject project, are statutorily exempt from CEQA review. Additionally, this Project is Categorically Exempt from CEQA pursuant to Section 15061 ("General Rule"), and Section 15332, Class 32 exemption (In-Fill Development) of the CEQA Guidelines.

- a) §21159.23 Low-Income Housing Exemption:** In accordance to Statute §21159.23(1)&(2)(c) of the State CEQA Guidelines, affordable housing projects may be found to be exempt from the requirements of the California Environmental Quality Act (CEQA) if both of the following criteria are met:



The project meets the requirements Statute §21159.23 because: (i) the Developer agrees to enter into an agreement in a form approved by the City Attorney ensuring the continued affordability of the four (4) Density Bonus units (low income) for a minimum term of 55 years; (ii) the Project meets all the requirements set forth by CEQA Section 21159.2; (iii) the project site is zoned for commercial purposes; (vi) the project site does not exceed 5 acres (0.91 acres); (v) the City of Oxnard has a density greater of 2,500 people per square mile; (vi) the project will not cause cumulative impacts or unusual circumstances because it is being developed consistent with the State's Density Bonus Law; (vii) the project meets the definition of residential units.

- b) Section 15061 ("General Rule"): (b) A project is exempt from CEQA if: (3) the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.**

The Project is not subject to CEQA pursuant to Section 15061(b)(3) because: (i) the 2030 General Plan designates the land use as Commercial General-All Affordable (AH), which allows residential development with a maximum density of 18 units per acre; (ii) the Project is being proposed consistent with the State's Density Bonus Law; and (iii) the Project would be adequately served by all required utilities and public services.

- c) Section 15322 (In-Fill Development) A Class 32 categorical exemption under CEQA Guidelines Section 15332 consists of projects characterized as in-fill development meeting the conditions described below:**

The proposed Project meets the requirements of a Class 32 categorical exemption because it: (i) is consistent with the City of Oxnard 2030 General Plan designation and all applicable General Plan policies for the reasons set forth below; (ii) occurs within the City limits on a site of no more than five acres; (iii) is located on a site with no value as habitat for endangered, rare or threatened species; (iv) would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) would be adequately served by all required utilities and public services.

January 15, 2019

(Date)

Kathleen Mallory, AICP  
Planning and Environmental Services  
Manager

## RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD UPHOLDING PLANNING COMMISSION APPROVAL OF PLANNING AND ZONING PERMIT NO. 16-500-06 (SPECIAL USE PERMIT) TO AUTHORIZE THE CONSTRUCTION OF FOUR BUILDINGS WITH A TOTAL OF 20 UNITS, INCLUSIVE OF 4 AFFORDABLE (LOW INCOME) RESIDENTIAL UNITS AND ASSOCIATED SITE IMPROVEMENTS ON A 0.91-ACRE PARCEL LOCATED AT 5489 SAVIERS ROAD (APN: 222-0-011-295), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DESIGNATED AGENT HENRY CASILLAS, 451 WEST FIFTH STREET, OXNARD, CA 93030 ON BEHALF OF THE PROPERTY OWNER.

WHEREAS, on October 24, 2016, Designated Agent Henry Casillas, (the “**Applicant**” and/or “**Permittee**”) submitted a request to allow construction of 20 for sale townhome units inclusive of 4 affordable units (low income), and associated site improvements on a 0.91-acre property located at 5489 Saviers Road in the South Winds neighborhood; and

WHEREAS, on September 7, 2017, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing, approved Planning and Zoning Permit No. 16-500-06 (Special Use Permit); 16-535-01 (Density Bonus Permit); and recommended that the City Council approve PZ No. 16-300-06 (Tentative Subdivision Map 5995) to allow the construction of 20 for sale townhome units inclusive of 4 affordable units (low income), and associated site improvements on a 0.91-acre property located at 5489 Saviers Road in the South Winds neighborhood (the “**Project**”) in accordance with Section 16-530 through 16-553 of Oxnard City Code; and

WHEREAS, the Planning and Environmental Services Division has determined that the impacts of the Project were previously analyzed by Environmental Impact Report No. 09-01, certified for the 2030 General Plan, as described in the Planning Commission Staff Report; and

WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a statutory exemption pursuant to §21159.23, and categorical exemptions pursuant to Sections 15061 (b)(3)(General Rule) and 15332 (In-fill) development projects, and satisfies all criteria for this exemptions, as described in the Planning Commission Staff Report; and

WHEREAS, the Planning Commission approvals of Planning and Zoning Permit Nos. 16-500-06 (Special Use Permit) and 16-535-01 (Density Bonus Permit) were appealed to the City Council in order to provide the Council with a sense of context and comprehensiveness of the remaining permit that makes up the application, including Planning and Zoning Permit 16-300-06 (Tentative Subdivision Map for Tract No. 5995); and

WHEREAS, on November 14, 2017, January 23, 2018, February 20, 2018, March 20, 2018, and January 15, 2019, the City Council has held a duly noticed public hearing, and received and reviewed all written and oral evidence related to the proposed Project; and

WHEREAS, the Project was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations; and

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

(1) **The proposed use in in conformance with the City of Oxnard 2030 General Plan and the elements thereof and other adopted standards.**

The proposed land use of the project is of four buildings consisting of 20 for sale townhome units, inclusive of 4 affordable (low income) with associated site improvements, which is an allowed use per the Commercial General land use designation within the 2030 General Plan. The land use designation of Commercial General allows a maximum of 18 dwelling units per acre. Under the General Plan land use designation, the 0.91-acre site could accommodate 16 units. The project is proposing 20 condominium units, inclusive of four affordable (low income) units. A Density Bonus pursuant to the City's Ordinance for "Incentives to Create Affordable Housing" (State Density Bonus law) is requested for 4 additional units (20%) to allow a total of 20 units. The construction of the proposed townhome units and associated improvements does not change the land use of the subject site. Additionally, the project has been designed to meet the required developments standards identified in the R-3 zone (Garden Apartment Zone) as prescribed in the General Commercial Zone (C-2) of the City of Oxnard City Code, with the exception of the two concessions that the project is requesting as part of the State's Density Bonus program. No specific plan is applicable to the subject site. Therefore, the proposed project is in compliance with the 2030 General Plan and meets this finding.

(2) **The proposed use will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.**

The proposed land use involves 20 residential units land use with associated site improvements, which is an allowed use per the Commercial General land use designation within the 2030 General Plan. The surrounding uses are characterized by residential uses, which are predominantly multi and single-family residential units. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. Therefore, the proposed use and improvements are not expected to have adverse effects or be materially detrimental the adjacent uses, buildings or structures or to the public health, safety or general welfare.

(3) **The site for the proposed use is adequate in size and shape to accommodate the setbacks, parking, landscaping, and other City standards except as may be specifically excepted by the special findings and conditions of this Resolution.**

As proposed and conditioned, the project will meet the development standards of the R-3 zone (Garden Apartment Zone). However, the project is seeking two concessions allowed under the State's Density Bonus law for the following: 1) a reduction in the required front yard setback from 25 feet to 15 feet; and 2) a reduction in the required interior yard space requirement of 30% to 16%. The subject site is adequate in terms of size, and is designed to meet most of the development standards prescribed in the R-3 zone as stipulated in the C-2 zone requirements. Additionally, the project has been reviewed by the Development Advisory Committee and was determined that it would have no significant impact on the public health, safety, or welfare and the project plans have been reviewed by all applicable departments and outside agencies, which include the Oxnard Police and Fire Departments. As such, this project meets this finding.

- (4) **The site for the proposed use will be served by streets and highways adequate in width and structure to carry the kind and quantity of traffic such use will generate.**

The project will be accessed from two existing streets, Saviers Road and Courtland Street. Additionally, the project will construct appropriately primary and emergency access driveways between Saviers Road and Courtland Street. As a result, the site has sufficient access to streets and highways that are adequate in size and existing intersections adjacent to the project site will operate at acceptable levels of service, as stipulated in the 2030 General Plan. Therefore, this project meets this finding.

- (5) **The site for the proposed use will be provided with adequate sewerage, water, fire protection and storm drainage facilities.**

The Project is considered infill development that has been found to be consistent with anticipated development for this site. Furthermore, the Project will be served by existing water mains along Saviers Road and Courtland Street. Sewer connections serving the proposed parcel will be provided by an existing line in Saviers Road. In accordance with the Stormwater Quality Conditions of this Resolution, the Project's design will comply with stormwater control measures as required by the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit. As such, this project meets this finding.

SECTION 2. The City Council, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment and is statutorily exempt from CEQA pursuant to §21159.23, affordable housing projects on infill properties and categorically exempt from CEQA pursuant to CEQA Guideline 15061(b)(3) and Section 15332 (In-Fill Development), Class 32 of the State CEQA Guidelines.

- a) §21159.23 Low-Income Housing Exemption: In accordance to Statute §21159.23(1)&(2)(c) of the State CEQA Guidelines, affordable housing projects may be found to be exempt from the requirements of the California Environmental Quality Act (CEQA) if both of the following criteria are met:**

The project meets the requirements Statute §21159.23 because: (i) the Developer agrees to enter into an agreement in a form approved by the City Attorney ensuring the continued affordability of the four (4) Density Bonus units (low income) for a minimum term of 55 years; (ii) the Project meets all the requirements set forth by CEQA Section 21159.2; (iii) the project site is zoned for commercial purposes; (vi) the project site does not exceed 5 acres (0.91 acres); (v) the City of Oxnard has a density greater of 2,500 people per square mile; (vi) the project will not cause cumulative impacts or unusual circumstances because it is being developed consistent with the State's Density Bonus Law; (vii) the project meets the definition of residential units.

- b) Section 15061 ("General Rule"): (b) A project is exempt from CEQA if: (3) the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.**

The Project is not subject to CEQA pursuant to Section 15061(b)(3) because: (i) the 2030 General Plan designates the land use as Commercial General-All Affordable (AH), which allows residential development with a maximum density of 18 units per acre; (ii) the Project is being proposed consistent with the State's Density Bonus Law; and (iii) the Project would be adequately served by all required utilities and public services.

- c) Section 15332 (In-Fill Development) A Class 32 categorical exemption under CEQA Guidelines Section 15332 consists of projects characterized as in-fill development meeting the conditions described below:**

The proposed Project meets the requirements of a Class 32 categorical exemption because it: (i) is consistent with the City of Oxnard 2030 General Plan designation and all applicable General Plan policies for the reasons set forth below; (ii) occurs within the City limits on a site of no more than five acres; (iii) is located on a site with no value as habitat for endangered, rare or threatened species; (iv) would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) would be adequately served by all required utilities and public services.

SECTION 3. NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD. The City Council of the City of Oxnard upholds the decision of the Planning Commission approving Planning and Zoning Permit No. 16-500-06 (Special Use Permit), for the reasons set forth and described in Planning Commission Resolution No. 2017-16, and subject to the conditions of approval therein.

*Resolution No.*  
*PZ 16-500-06 (Special Use Permit)*  
*January 15, 2019*  
*Page 5*

PASSED AND ADOPTED by the City Council of the City of Oxnard on the 15th day of January 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Tim Flynn, Mayor

ATTEST:

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Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

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Stephen M. Fischer, City Attorney

## RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD UPHOLDING PLANNING COMMISSION APPROVAL OF PLANNING AND ZONING PERMIT NO. 16-535-01 (DENSITY BONUS) TO AUTHORIZE A TWENTY-FIVE PERCENT DENSITY INCREASE OVER THE OTHERWISE MAXIMUM ALLOWED DENSITY AND TWO INCENTIVES TO PERMIT CONSTRUCTION OF FOUR BUILDINGS WITH A TOTAL OF 16 MARKET RATE AND 4 AFFORDABLE (LOW INCOME) CONDOMINIUM UNITS ON A 0.91-ACRE PROJECT SITE LOCATED AT 5489 SAVIERS ROAD (APN: 222-0-011-295), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DESIGNATED AGENT HENRY CASILLAS, 451 WEST FIFTH STREET, OXNARD, CA 93030.

WHEREAS, on October 24, 2016, Designated Agent Henry Casillas, (the “**Applicant**” and/or “**Permittee**”) submitted a request to allow construction of 20 for sale townhome units inclusive of 4 affordable units (low income), and associated site improvements on a 0.91-acre property located at 5489 Saviers Road in the South Winds neighborhood; and

WHEREAS, on September 7, 2017, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing, approved Planning and Zoning Permit No. 16-500-06 (Special Use Permit); 16-535-01 (Density Bonus Permit); and recommended that the City Council approve PZ No. 16-300-06 (Tentative Subdivision Map 5995) to allow the construction of 20 for sale townhome units inclusive of 4 affordable units (low income), and associated site improvements on a 0.91-acre property located at 5489 Saviers Road in the South Winds neighborhood (the “**Project**”) in accordance with Section 16-530 through 16-553 of Oxnard City Code; and

WHEREAS, the Planning and Environmental Services Division has determined that the impacts of the Project were previously analyzed by Environmental Impact Report No 09-01, certified for the 2030 General Plan, as described in the Planning Commission Staff Report; and

WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a statutory exemption pursuant to §21159.23, and categorical exemptions pursuant to Sections 15061 (b)(3)(General Rule) and 15332 (In-fill) development projects, and satisfies all criteria for this exemptions, as described in the Planning Commission Staff Report; and

WHEREAS, the Planning Commission approvals of Planning and Zoning Permit Nos. 16-500-06 (Special Use Permit) and 16-535-01 (Density Bonus Permit) were appealed to the City Council in order to provide the Council with a sense of context and comprehensiveness of the remaining permit that makes up the application, including Planning and Zoning Permit 16-300-06 (Tentative Subdivision Map for Tract No. 5995).

WHEREAS, on November 14, 2017, January 23, 2018, February 20, 2018, March 20, 2018, and January 15, 2019, the City Council has held a duly noticed public hearing, and received and reviewed all written and oral evidence related to the proposed Project; and

Resolution No.  
 PZ 16-535-01 (Density Bonus Permit)  
 January 15, 2019  
 Page 2

WHEREAS, the Project was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations; and

WHEREAS, the City Council finds, after due study, deliberation and public hearing, that the project meets the criteria set out in California Government Code § 65915-§ 65918 and to the City's Density Bonus and Related Incentives and Concessions Program (Division 7A-Ordinance No. 2912); and

WHEREAS, State Density Bonus Law 65915 requires that when a housing developer meets certain criteria for a Density Bonus that the local jurisdiction must grant one or more regulatory incentives or concessions (unless the city makes a written finding that the concessions or incentives are not required in order to provide for affordable housing costs as defined by state law); and

WHEREAS, the City Council finds that the Project meets all necessary criteria of Government Code Section 65915 to be considered eligible for incentives or concessions because the Developer has provided four affordable (low income) residential units; and

WHEREAS, the proposed project is requesting two regulatory concessions: 1) a reduction in the required front yard setback from 25 feet to 15 feet; and 2) a reduction in the required interior yard space requirement of 30% to 16%; and

WHEREAS, the City Council finds that the incentives or concessions are not contrary to any federal or state law.

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

SECTION 1. The City Council of the City of Oxnard hereby grants the concessions listed above, subject to the conditions of approval listed below.

SECTION 2. The City Council, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment and is statutorily exempt from CEQA pursuant to §21159.23, affordable housing projects on infill properties and categorically exempt from CEQA pursuant to CEQA Guideline 15061(b)(3) and Section 15332 (In-Fill Development), Class 32 of the State CEQA Guidelines.

**a) §21159.23 Low-Income Housing Exemption: In accordance to Statute §21159.23(1)&(2)(c) of the State CEQA Guidelines, affordable housing projects may be found to be exempt from the requirements of the California Environmental Quality Act (CEQA) if both of the following criteria are met:**

The project meets the requirements Statute §21159.23 because: (i) the Developer agrees to enter into an agreement in a form approved by the City Attorney ensuring the continued affordability of the four (4) Density Bonus units (low income) for a minimum term of 55



years; (ii) the Project meets all the requirements set forth by CEQA Section 21159.2; (iii) the project site is zoned for commercial purposes; (vi) the project site does not exceed 5 acres (0.91 acres); (v) the City of Oxnard has a density greater of 2,500 people per square mile; (vi) the project will not cause cumulative impacts or unusual circumstances because it is being developed consistent with the State's Density Bonus Law; (vii) the project meets the definition of residential units.

- b) Section 15061 ("General Rule"): (b) A project is exempt from CEQA if: (3) the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.**

The Project is not subject to CEQA pursuant to Section 15061(b)(3) because: (i) the 2030 General Plan designates the land use as Commercial General-All Affordable (AH), which allows residential development with a maximum density of 18 units per acre; (ii) the Project is being proposed consistent with the State's Density Bonus Law; and (iii) the Project would be adequately served by all required utilities and public services.

- c) Section 15332 (In-Fill Development) A Class 32 categorical exemption under CEQA Guidelines Section 15332 consists of projects characterized as in-fill development meeting the conditions described below:**

The proposed Project meets the requirements of a Class 32 categorical exemption because it: (i) is consistent with the City of Oxnard 2030 General Plan designation and all applicable General Plan policies for the reasons set forth below; (ii) occurs within the City limits on a site of no more than five acres; (iii) is located on a site with no value as habitat for endangered, rare or threatened species; (iv) would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) would be adequately served by all required utilities and public services.

SECTION 3. Based on the findings set forth herein, the City Council approves Planning and Zoning Permit (PZ) 16-535-01 (Density Bonus), granting of two regulatory concessions: 1) a reduction in the required front yard setback from 25 feet to 15 feet; and 2) a reduction in the required interior yard space requirement of 30% to 16% for twenty townhome units inclusive of four affordable units (low income), subject to the Conditions of Approval listed in Planning Commission Resolution 2017-16.

*Resolution No.  
PZ 16-535-01 (Density Bonus Permit)  
January 15, 2019  
Page 4*

PASSED AND ADOPTED by the City Council of the City of Oxnard on the 15th day of January 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Tim Flynn, Mayor

ATTEST:

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Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

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Stephen M. Fischer, City Attorney

## RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD TO ADOPT A RESOLUTION APPROVING PLANNING AND ZONING PERMIT NO. 16-300-06 (TENTATIVE SUBDIVISION MAP NO. 5995) TO SUBDIVIDE A 0.91-ACRE PARCEL FOR CONDOMINIUM PURPOSES LOCATED AT 5489 SAVIERS ROAD (APN: 222-0-011-29), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DESIGNATED AGENT HENRY CASILLAS, 451 WEST FIFTH STREET, OXNARD, CA 93030.

WHEREAS, on October 24, 2016, Designated Agent Henry Casillas, (the “**Applicant**” and/or “**Permittee**”) submitted a request to allow construction of 20 for sale townhome units inclusive of 4 affordable units (low income), and associated site improvements on a 0.91-acre property located at 5489 Saviers Road in the South Winds neighborhood; and

WHEREAS, on September 7, 2017, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing, approved Planning and Zoning Permit No. 16-500-06 (Special Use Permit); 16-535-01 (Density Bonus Permit); and recommended that the City Council approve PZ No. 16-300-06 (Tentative Subdivision Map 5995) to allow the construction of 20 for sale townhome units inclusive of 4 affordable units (low income), and associated site improvements on a 0.91-acre property located at 5489 Saviers Road in the South Winds neighborhood (the “**Project**”) in accordance with Section 16-530 through 16-553 of Oxnard City Code; and

WHEREAS, on November 14, 2017, January 23, 2018, February 20, 2018, March 20, 2018, and January 15, 2019, the City Council of the City of Oxnard (“**City Council**”) conducted a duly noticed public hearing to consider the Applicant’s request to approve Planning and Zoning Permit No. 16-300-06 (Tentative Subdivision Map for Tract No. 5995) establishes one lot for condominium purposes on a 0.91-acre property located at 5489 Saviers Road for the purposes of constructing twenty for sale townhome units inclusive of 4 affordable units (low income) (the “**Subdivision**”) in accordance with Section 15-40 of Oxnard City Code; and

WHEREAS, the City Council has held a duly noticed public hearing, and received and reviewed all written and oral evidence related to the proposed Project; and

WHEREAS, the Planning and Environmental Services Division has determined that the impacts of the Project were previously analyzed by Environmental Impact Report No 09-01, certified for the 2030 General Plan, as described in the Planning Commission Staff Report; and

WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a statutory exemption pursuant to §21159.23, and categorical exemptions pursuant to Sections 15061 (b)(3)(General Rule) and 15332 (In-fill) development projects, and satisfies all criteria for this exemptions, as described in the Planning Commission Staff Report; and

WHEREAS, said Project was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations; and

*Resolution No.  
PZ 16-300-06 (Tentative Subdivision Map No. 5595)  
January 15, 2019  
Page 2*

WHEREAS, the comments of the City Council, members of the public, and interested groups and agencies have been adequately responded to; and

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

WHEREAS, the City Council finds that the Tentative Map, the proposed site, and the design and improvement of the development requested are consistent with the General Plan; and

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

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

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

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

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

**(1) That the proposed map is consistent with the City of Oxnard 2030 General Plan and any applicable specific plan.**

The proposed Tentative Parcel Map is consistent with the policies and provisions of the City of Oxnard 2030 General Plan because the proposed land use of the project is of a residential use, which is an allowed use pursuant to the Commercial General land use designation within the 2030 General Plan. The land use designation of Commercial General allows a maximum of 18 dwelling units per acre. The project site has an area of 0.91 acres which could accommodate 16 residential units; however, the project is requesting to construct 20 residential units. State Density Bonus law (Government Code § 65915-§ 65918) stipulates that additional dwelling units shall be allowed over the otherwise maximum allowable residential density identified in the General Plan, for projects which provide affordable housing for families defined as low-, very low-, or moderate-income households. The construction of the proposed 20 for sale units and associated improvements does not change the land use of the subject site. Additionally, the residential units have been designed to meet the required

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 PZ 16-300-06 (Tentative Subdivision Map No. 5595)  
 January 15, 2019  
 Page 3

developments standards identified in the R-3 zone (Garden Apartment Zone) as prescribed in the General Commercial Zone (C-2), with the exception of the two concessions that the project is allotted pursuant to the State's Density Bonus law. No specific plan is applicable to the subject site. Therefore, the project meets this finding.

**(2) That the design or improvement of the proposed subdivision is consistent with the City of Oxnard 2030 General Plan and any applicable specific plan.**

The design and improvement of the proposed condominium subdivision is consistent with applicable provisions of the City of Oxnard 2030 General Plan because the proposed lot division for residential use supports the proposed development improvements, with the required infrastructure. Additionally, the proposed subdivision has been designed to meet the required minimum lot area identified in the R-3 zone (Rose Garden Apartment Zone) as prescribed in the General Commercial Zone (C-2). No specific plan is applicable to the subject site.

**(3) That the site is physically suitable for the type of development.**

The site is physically suitable for the proposed type of development because the division of land includes proposed development that is consistent with the General Commercial (C-2) zoning standards. As proposed and conditioned, the project will meet the development standards of the General Commercial (C-2) zone, which require residential uses to be designed pursuant to the R-3 development standards such as: parking, minimum lot area, density, front yard setback and height. However, the project is seeking two concessions allowed under the State's Density Bonus law that would: 1) a reduction in the required front yard setback from 25 feet to 15 feet; and 2) a reduction in the required interior yard space requirement of 30% to 16%. The subject site is adequate in terms of size, and is designed to meet most of the development standards prescribed in the R-3 zone as stipulated in the C-2 zone requirements. Additionally, the project has been reviewed by the Development Advisory Committee and was determined that it would have no significant impact on the public health, safety, or welfare and the project plans have been reviewed by all applicable departments and outside agencies, which include the Oxnard Police and Fire Departments. Therefore, this project meets this finding.

**(4) That the site is physically suitable for the proposed density of development.**

The site is physically suitable for the proposed density of the development because the Project is being designed to be in conformance with the density allowed under the Commercial General land use designation within the 2030 General Plan. The land use designation of Commercial General allows a maximum of 18 dwelling units per acre. The project site has an area of 0.91-acre site which could accommodate sixteen residential units; however, the project is requesting to construct twenty residential units. State Density Bonus law (Government Code § 65915-§ 65918) stipulates that additional dwelling units

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shall be allowed over the otherwise maximum allowable residential density identified in the General Plan, for projects which provide affordable housing for families defined as low-, very low-, or moderate-income households. As such, the Project meets this finding.

- (5) **That the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage nor likely to substantially and avoidably injure fish or wildlife or their habitat.**

The design of the proposed land division and parcel improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because it is located within a developed urban area of the City that contains no environmentally sensitive habitat and/or species identified in the 2030 General Plan or any other state and federal document. Therefore, the Project meets this finding.

- (6) **That the design of the subdivision or type of improvements is not likely to cause serious public health problems.**

The design of the proposed land division and parcel improvements is not likely to cause serious public health problems because the Project conforms to the uses intended with General Commercial (C-2) zone. The proposed land use of the project is of condominium residential use, which is an allowed use under the Commercial General land use designation within the 2030 General Plan. The surrounding uses are characterized by residential uses, which are predominantly single-family residences and condominium use similar to the proposed project. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. Additionally, the project has been reviewed by the Development Advisory Committee and was determined that it would have no significant impact on the public health, safety, or welfare and the project plans have been reviewed by all applicable departments and outside agencies, which include the Oxnard Police and Fire Departments. Consequently, this project meets this finding.

- (7) **That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; provided, however, that approval may be granted if it is found that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to the ones previously acquired by the public.**

The design of the proposed land division and parcel improvements will not conflict with easements because the majority of the Project site is currently vacant with a small single-family residential building proposed to be removed as part of the project; and there is no through access serving adjacent properties or right-of-ways. As such, this Project meets this finding.

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**SECTION 2.** The City Council, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment and is statutorily exempt from CEQA pursuant to §21159.23, affordable housing projects on infill properties and categorically exempt from CEQA pursuant to CEQA Guideline 15061(b)(3) and Section 15332 (In-Fill Development), Class 32 of the State CEQA Guidelines.

**a) §21159.23 Low-Income Housing Exemption: In accordance to Statute §21159.23(1)&(2)(c) of the State CEQA Guidelines, affordable housing projects may be found to be exempt from the requirements of the California Environmental Quality Act (CEQA) if both of the following criteria are met:**

The project meets the requirements Statute §21159.23 because: (i) the Developer agrees to enter into an agreement in a form approved by the City Attorney ensuring the continued affordability of the four (4) Density Bonus units (low income) for a minimum term of 55 years; (ii) the Project meets all the requirements set forth by CEQA Section 21159.2; (iii) the project site is zoned for commercial purposes; (vi) the project site does not exceed 5 acres (0.91 acres); (v) the City of Oxnard has a density greater of 2,500 people per square mile; (vi) the project will not cause cumulative impacts or unusual circumstances because it is being developed consistent with the State's Density Bonus Law; (vii) the project meets the definition of residential units.

**b) Section 15061 ("General Rule"): (b) A project is exempt from CEQA if: (3) the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.**

The Project is not subject to CEQA pursuant to Section 15061(b)(3) because: (i) the 2030 General Plan designates the land use as Commercial General-All Affordable (AH), which allows residential development with a maximum density of 18 units per acre; (ii) the Project is being proposed consistent with the State's Density Bonus Law; and (iii) the Project would be adequately served by all required utilities and public services.

**c) Section 15332 (In-Fill Development) A Class 32 categorical exemption under CEQA Guidelines Section 15332 consists of projects characterized as in-fill development meeting the conditions described below:**

The proposed Project meets the requirements of a Class 32 categorical exemption because it: (i) is consistent with the City of Oxnard 2030 General Plan designation and all applicable General Plan policies for the reasons set forth below; (ii) occurs within the City limits on a site of no more than five acres; (iii) is located on a site with no value as habitat for endangered, rare or threatened species; (iv) would not result in any significant

*Resolution No.  
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effects relating to traffic, noise, air quality, or water quality; and (v) would be adequately served by all required utilities and public services.

SECTION 3. The City Council of the City of Oxnard hereby approves Planning and Zoning Permit No. 16-300-06 (Tentative Subdivision Map for Tract No. 5995), subject to those certain conditions as set forth in Planning Commission Resolution 2017-20 on file with the Planning Division.

SECTION 4. The City Clerk shall certify the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Oxnard on the 15th day of January 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Tim Flynn, Mayor

ATTEST:

---

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

---

Stephen M. Fischer, City Attorney



# 5489 Saviers Road Townhomes

Filed by: Designated Agent, Henry Casillas, on  
behalf of JBGR Investment, LLC

Kathleen Mallory  
Planning Manager

January 15, 2019

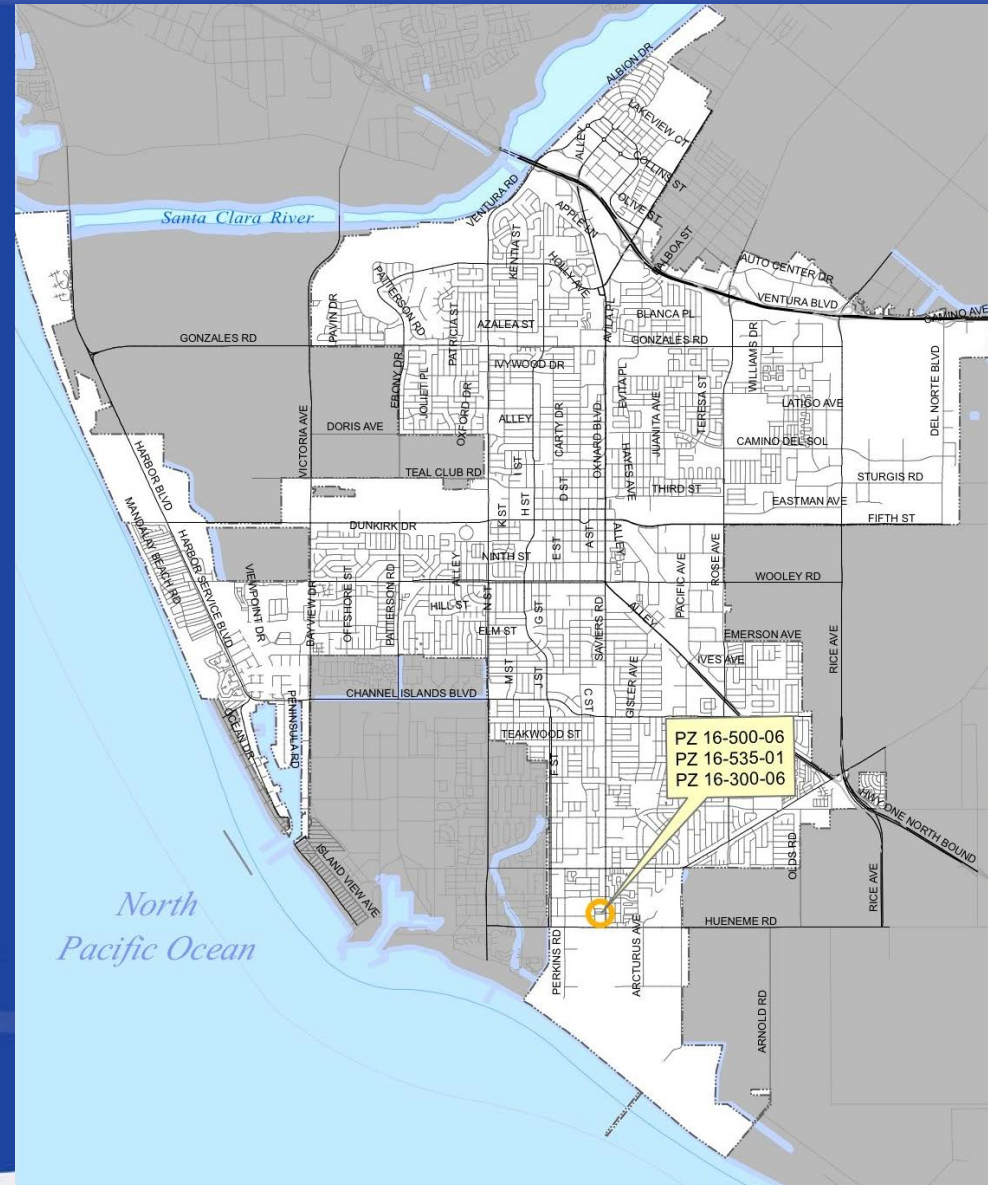


- PZ No. 16-500-06 (Special Use Permit) for the construction of 20 townhome units inclusive of 4 affordable (low income).
- PZ No. 16-535-01 (Density Bonus) to approve three concessions necessary to construct the project.
- PZ No. 16-300-06 (Tentative Subdivision Map for Tract 5995) to create 20 condominium units on a 0.91-acre parcel locate within the South Winds neighborhood.

# Location Map

5489 Saviers Road

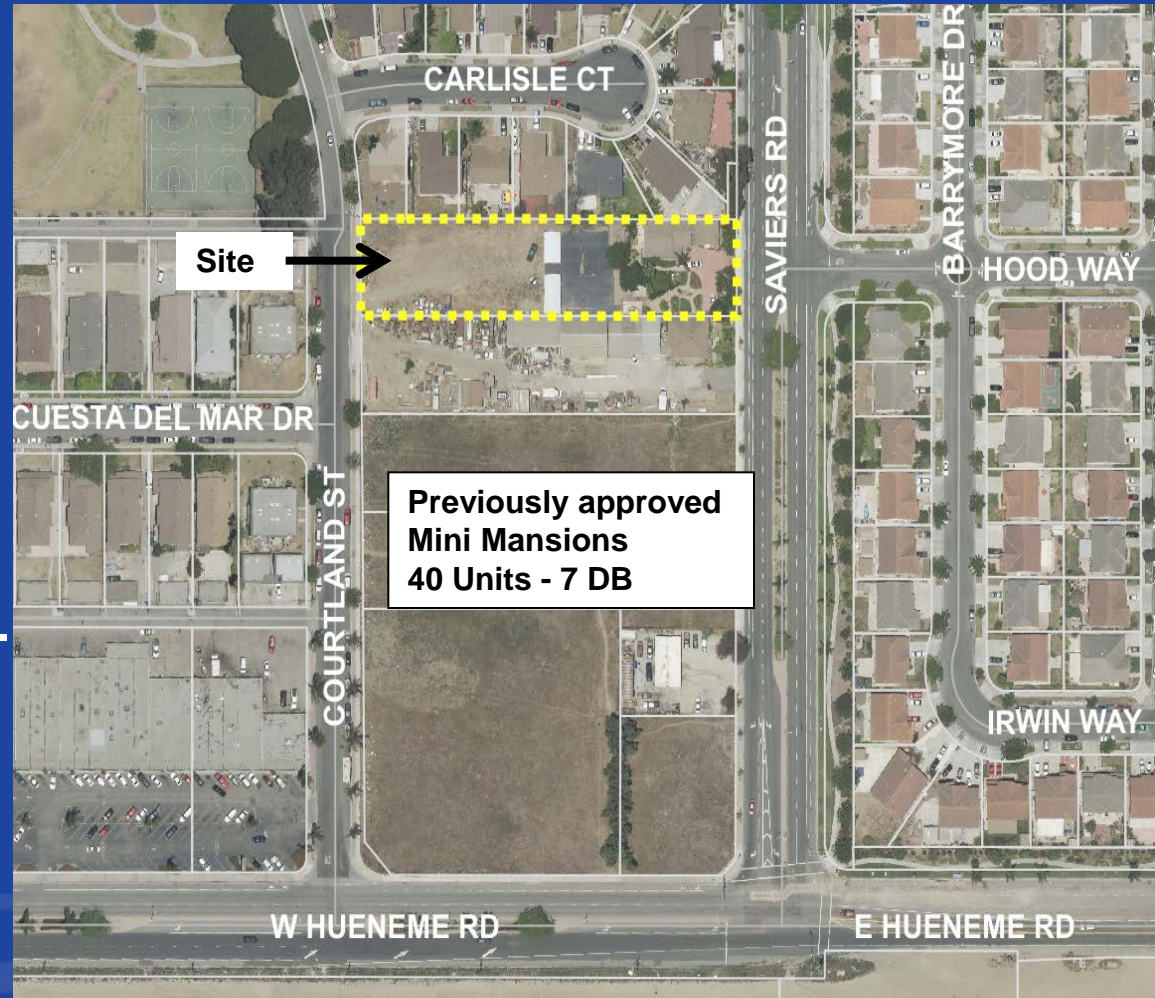
- 5489 Saviers Road
- Within the South Winds neighborhood



# Project Site - Existing

5489 Saviers Road

- Site: Single Family
- North: Single Family
- South: Commercial
- East: Single Family
- West: Multi-Family Apts.

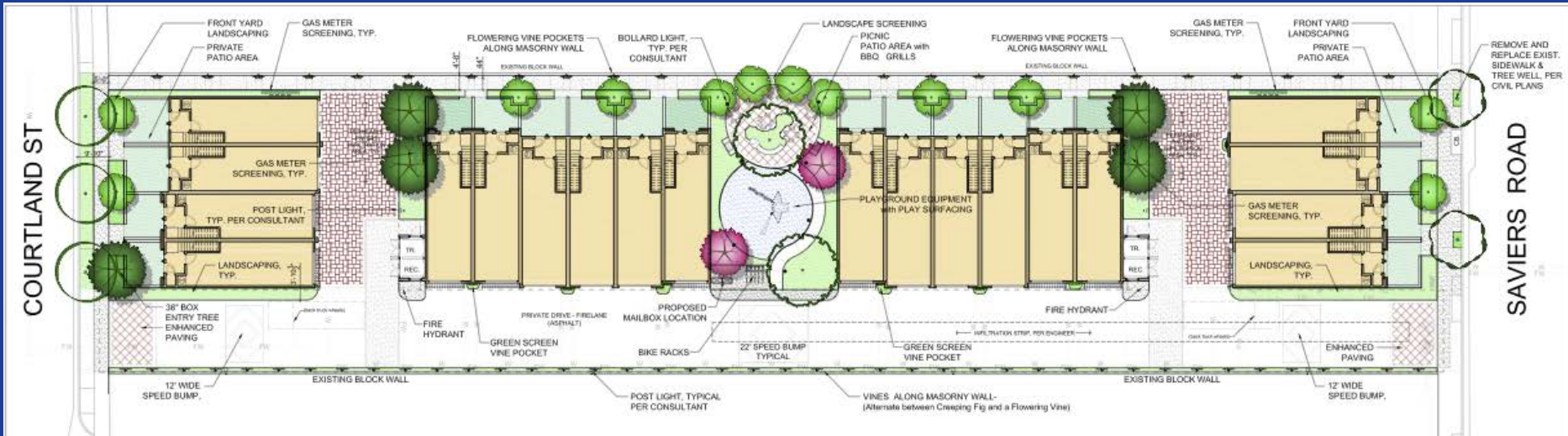




## Overview

- Sept. 7, 2017 - Planning Commission approved Special Use Permit and Density Bonus for 20-unit townhome project with 4 affordable (low income units) and recommended City Council approval of Tentative Subdivision Map.
- Density Bonus:
  - 1.) Reduction in required front yard setback (from 25 to 15 feet); and
  - 2.) Reduction in interior yard space (from 30% to 16%).
  - 3.) Third concession, building separation, no longer needed due to City Code update.

- Council considered project on Nov. 14, 2017.
- Public comment focused on parking concerns in vicinity:
  - Lack of existing parking;
  - Further impact to on-street parking resulting from Project not providing visitor parking; and
  - Approved 40-unit project located south of Project site further compounding on-street parking concerns.
- City Council continued project to Jan. 23 and Feb. 20, 2018 & directed staff to investigate if a parking program could alleviate on-street parking concerns.
- March 20, 2018 item continued off calendar



# Elevations

5489 Saviers Road





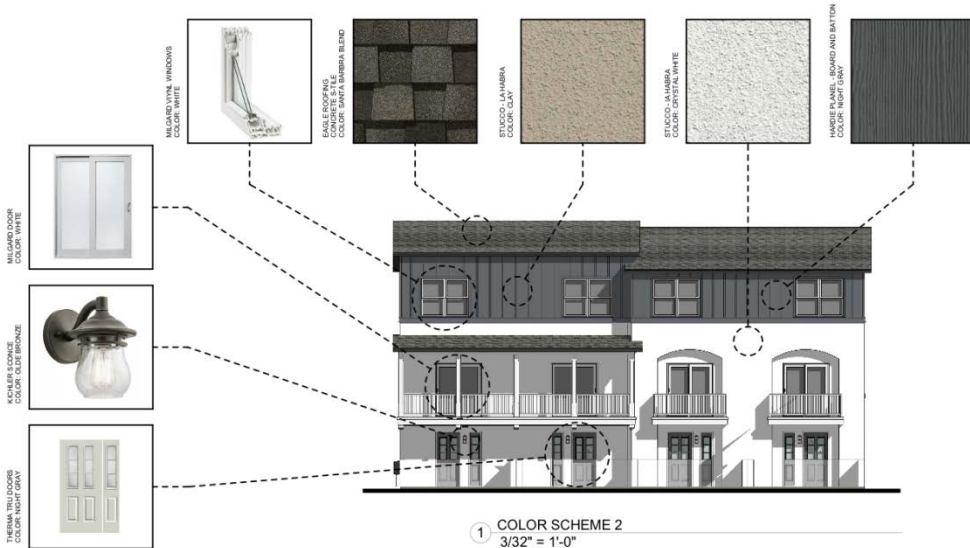
# Elevations

5489 Saviers Road



# Model Plan

Bedroom 1 = 183 sf  
Bedroom 2 = 124 sf  
Bedroom 3 = 124 sf



Unit Details:  
Floor Plan: 1,490 Sq. Ft.  
Garage: 2-Car 578 Sq. FT.  
Patio: 132 Sq. FT. Patio  
Bedrooms: 3  
Bathrooms: 3

- Allows 18 dwelling units per acre.
- Site is 0.91 acre: Allows a maximum of 16 residential units (22 with Density Bonus)
- Complies with 2030 General Plan Goals and Policies
- Consistent with 2013-2021 Housing Element:
  1. Low-income housing modernization
  2. Offer regulatory incentives (concessions)
  3. Promote in-fill development

- City shall grant a density bonus (up to 35%) if the applicant agrees to construct any of the following:
  - 10% dedicated low-income units;
  - 5% dedicated very-low-income units;
  - 100% senior units; or,
  - 10% moderate-income “for-sale” units.
- Allows for development standard concessions (up to 3), and as selected by the applicant/developer.

# Density Bonus

5489 Saviers Road

- 4 residential units will provide affordable (low income) housing. 25% Density Bonus (35% max)
- 3 concessions required under the State density bonus law and the City's density bonus regulations (Oxnard City Code Section 16-410(M)).
  1. Reduction in the required front yard setback from 25 feet to 15 feet.
  2. Reduction in the required building separation from 36 feet to 33 feet (no longer needed as a concession); and
  3. Reduction in the required interior yard space requirement of 30% to 16%.
- 80% AMI – as of 5/2017 \$79,900 p/yr. (family of 4).
- Affordable for 55-years (recordation/covenants/equity share).

# Density Bonus

5489 Saviers Road

- No mechanism to deny a density bonus in the Density Bonus Law.
- City has a statutory obligation to grant a density bonus to a project meeting the requirements of the Density Bonus Law.
- Granting a density bonus amounts to a ministerial action.



# Tentative Subdivision

5489 Saviers Road

- Establishes one lot for condominium purposes (20 units).
- Connect to existing utilities and infrastructure:
  - Inclusive of City's sewer system located on Courtland St.
  - HOA responsible for ownership and maintenance of all on-site utilities.
- New public infrastructure improvements proposed for street frontage (Saviers Rd. & Courtland St.) which include sidewalks and parkways.
- Internal circulation routes approved by Fire Department.
- Complies with Subdivision Map Act.

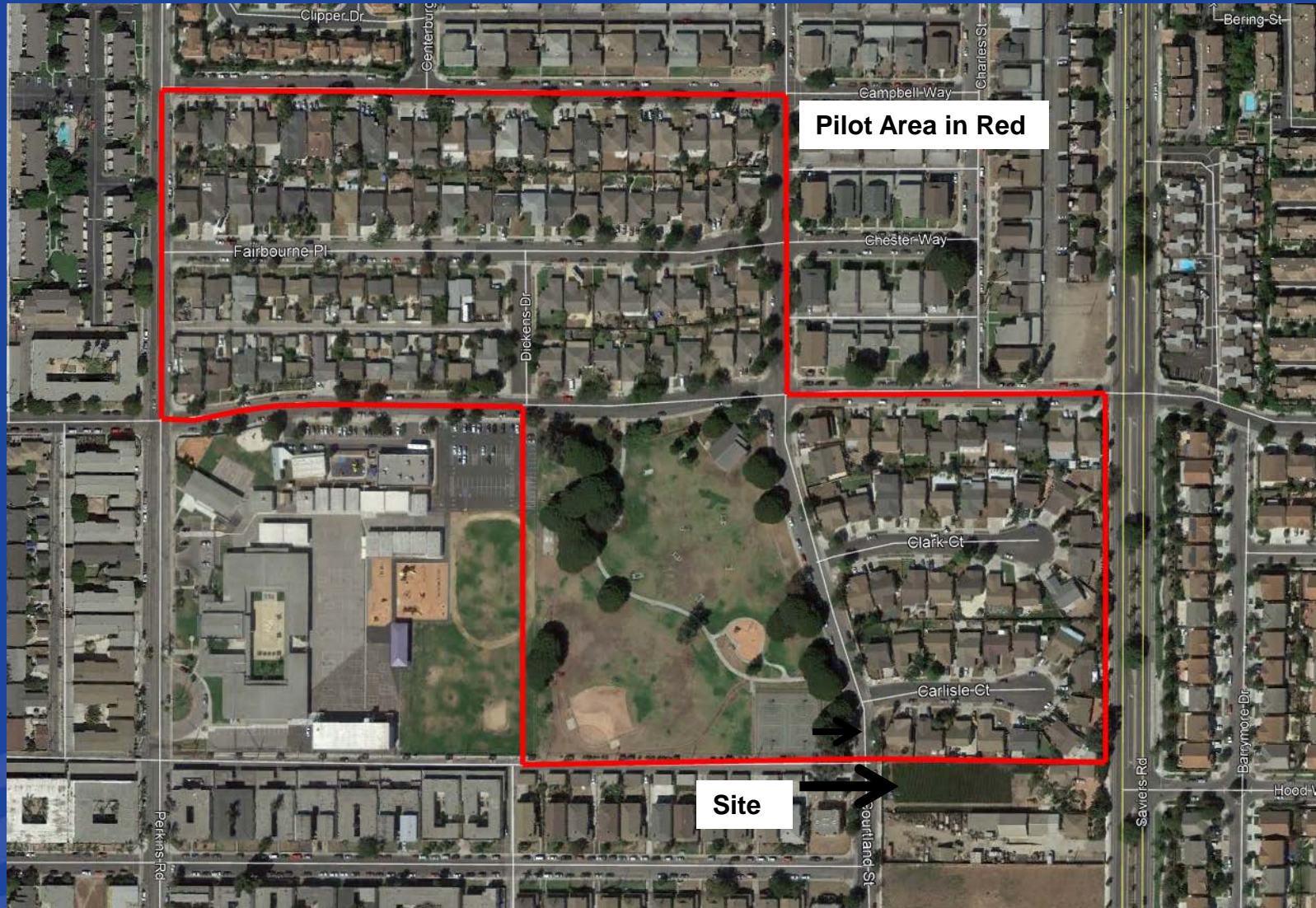
# Existing Pilot Parking Program

- Established by City Ord. 2723 (Sept. 2006) as a pilot program.
- Includes single-family homes on:
  - Campbell Way; Fairbourne Pl.; Clara St.; Clark Ct.; Carlisle Ct.; Dickens Dr.; and Courtland St.
- Residence owners/tenants are allowed 2 permits annually and 1 guest permit every 6 months.
- Pilot Program is free to participants and is voluntary.
- Existing permit-restricted areas do not address total parking supply.



# Pilot Parking Program

5489 Saviers Road



# Community Engagement - Parking

- Five separate occasions in 2018, staff met with the Southwinds Neighborhood Council to discuss their parking concerns.
- Staff suggested options to address community concerns
  - restriping of on-street parking spaces;
  - residential parking permit system for all residential land uses; and
  - angled parking/one-way streets to address parking concerns (Cuesta Del Mar Dr. between J St. and Courtland St.).
    - Due to street dimension Fire Dept. cannot support of one-way option.

# Community Engagement – Parking

- Southwinds Neighborhood Council and community members input regarding proposed parking permit program and options provided by staff:
  - Prefer not to participate in a new permit parking program; and
  - Requested that the existing 2006 pilot parking program be abandoned because it didn't function well and didn't address parking deficiencies.

- Exempt from California Environmental Quality Act (CEQA) review -
  1. Statute § 21159.23(1)&(2)(c)
  2. Section 15322 (In-Fill Development) A Class 32 categorical exemption
  3. Section 15061(b)(3) (“General Rule”)
- Notice of Exemption will be filed.



## Adopt:

- Resolution upholding PZ 16-500-06 (Special Use Permit);
- Resolution upholding PZ 16-535-01 (Density Bonus Permit); and
- Resolution approving PZ 16-300-06 (Tentative Subdivision Map) subject to certain findings and conditions.

# The Southwinds Project

Henry Casillas, M.A.

# Southwinds Project

## Project Background

- On March 1, 2017, DAC issued its final project conditions.
- On September 7, 2017, the Planning Commission approved the project.
- On November 14, 2017, (over a year ago) and due primarily to parking concerns, the project was continued.
- During the countenance, City staff attempted to maximize parking.

# Mitigation Efforts

## **Parking Permit Programs**

- The previous Southwinds parking permit program was found to be non-compliant and was cancelled.
- A new parking program was developed and proposed.
- However, Southwinds voted against its implementation.



# Mitigation Efforts

## **Cuesta Del Mar Parking Restriping**

- City staff conducted a study to convert Cuesta del Mar Drive into a one way street with angled parking.
- Approximately, 1,280 linear feet, a quarter of a mile, could be converted to angled parking.
- However, given equipment access and egress concerns, the fire department could not support the plan.

# Mitigation Efforts

## **Hueneme Corridor Shared Parking**

- The largest property owners of parcels were contacted regarding a shared parking program.
- The plan was to allow Southwinds residents to park in underutilized parking spaces for a monthly fee.
- Citing increased crime, liability and payment collection concerns, all of the property owners refused to participate.

# Mitigation Efforts

## **Project Re-Draw**

- As requested, the developer also explored the option of building single family homes.
- Given land, material, labor and soft costs coupled with the amount of units and their projected value, this effort was found to be unfeasible.

# Mitigation Efforts

- **More than a year later**, having exhausted mitigation efforts, we return to council, seeking approval.
- Please keep in mind that the project has complied with all regulatory requirements.

# Project Compliance

- For example, Assembly Bill 2222 allows for **three** concessions.
- The project requested only **two**:
  - 1) Front yard setback reduction from 25 feet to 15 feet.
  - 2) An interior yard space reduction from 30% to 16%.

# Project Compliance

- State law allows a density bonus of up to 35% or 6 units.
- However, we requested a density bonus of 25% or 4 units.
- We made this decision based on **quality of life** issues.

# Project Compliance

**We have met the following local ordinances:**

| <b>City Ordinance</b>             | <b>Approved</b> | <b>Compliance</b> |
|-----------------------------------|-----------------|-------------------|
| Site Rezoning from R1 - C2-AAHOP  | 9/16/2008       | Yes               |
| 2030 Oxnard General Plan          | 10/2011         | Yes               |
| City A.H. Density Bonus Ordinance | 12/20/2016      | Yes               |
| 2013 - 2021 Housing Element       | 10/10/2017      | Yes               |

# 2013 - 2021 Housing Element

Pg. 37: Notes that “[t]he City provides parking incentives for eligible projects” including “state density bonus reduced parking standards . . .” We meet this criteria.

Pg. 189: Establishes that 24 units per acre is an “appropriate default density for all-affordable housing project.” We are building at 20 units per acre.

Pg 242: Identifies the site as an AHHOP site and recommends its development via a three story project. We are in compliance with this recommendation.



# Requested Action

Therefore, given that we:

- Are investing in a severely distressed census tract
  - Decreasing overcrowding by providing affordable housing
  - Did not create the overcrowding and parking issues *but* are trying to address them
  - Are in compliance with the state and local ordinances
  - Have met all planning and other departments requirements
  - Have worked and met with city staff and community representatives for *over one year* to attempt to mitigate the parking issue.
- 
- We request that council *approve* the Southwinds project.

# Southwinds Project

Thank you for your time and kind  
consideration.



**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Public Hearing**  
**AGENDA ITEM NO.: 2**

**DATE:** January 15, 2019

**TO:** City Council

**FROM:** Rhonda Hodge  
Interim Housing Director

**SUBJECT:** Extremely-Low to Low-Income Needs Assessment FY 2019-2020 Annual Action Plan. (10/20/15)

**CONTACT:** Rhonda Hodge, Interim Housing Director  
rhonda.hodge@oxnard.org, 385-7889

**RECOMMENDATION:**

That the City Council conduct the first Public Hearing to receive comments and provide direction to staff concerning unmet needs of extremely-low to low-income persons residing in the City of Oxnard, for affordable housing, community development and homelessness for the preparation of the FY 2019-20 Annual Action Plan and issue Notice of Funding Availability for FY 2019-20 for sub-grants related to HUD entitlement grants expected to be received from U.S. Department of Housing and Urban Development (HUD).

**BACKGROUND**

As an entitlement city, City of Oxnard receives formula grants funding from the U. S. Department of Housing and Urban Development, Community Planning and Development grants for Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and HEARTH Emergency Solutions Grant (HESG) every year. To receive the funding, the City of Oxnard must have an approved consolidated plan that establishes goals and objectives for five years and must submit an annual action plan that implements annual goals and objectives every year. The process for the annual action plan is set forth in the City of Oxnard Citizen Participation Plan.

HUD's Formula Grant Programs

The City of Oxnard has received community and development CDBG funding for approximately

Extremely-Low to Low-Income Needs Assessment FY 2019-2020 Annual Action Plan  
(10/20/15)  
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43 years since 1975; HOME funding for approximately 26 years since 1992; and HESG funding for approximately 28 years since 1990.

The City has used CDBG funding for neighborhood street and park improvements, homeownership assistance, owner occupied mobile home replacements, housing rehabilitation and public service activities targeted to low-income persons.

HOME funding has provided low-income families with down payment assistance, allowing them to become first-time homeowners, and has provided funding for the rehabilitation of single family and mobile home units. HOME funds have also been used for the construction of new for sale or rental affordable housing units, through partnerships with several Community Housing Development Organizations (CHDOs), such as Many Mansions, Cabrillo Economic Development Corporation, and Habitat for Humanity of Ventura County.

HESG funding has provided funding for homeless prevention, rapid re-housing, essential services and the operation of emergency and transitional homeless shelters.

#### Annual Action Plan Process

The goals and objectives in the consolidated plan are the comprehensive housing affordability strategy and community development plan strategy for the plan term as identified by needs assessment of unmet needs of extremely-low income, low-income and moderate-income persons residing in City of Oxnard. In August of 2018, HUD approved a two (2) year extension to the City of Oxnard's consolidated plan to allow the City of Oxnard to join the County of Ventura Regional Consolidated Plan (CVRCP) for the Plan Years 2020-2024. The extension will allow the synchronization of the City of Oxnard's 5-year planning cycle with the CVRCP 5-year planning cycle.

The consolidated plan extension approved by HUD in 2018, serves as the planning document for comprehensive housing affordability strategies, ending homelessness strategies, and community development planning for the City of Oxnard for program year 2019-20, the last year of the two-year extension. The 2019 Annual Action Plan activities will need to be coordinated with the goals and objectives remaining in the last year of the consolidated plan.

The preparation of the Plan Year 2019 Annual Action Plan requires at least two public hearings to receive public comments, as mandated by the City of Oxnard Citizen's Participation Plan. After the 1<sup>st</sup> Public Hearing, a Notice of Funding Availability will be issued by staff, grant applications will be received and reviewed, a selection process will ensue, and the final grant awards will be approved by City Council in the last of the meetings requiring a public hearing.

Staff then prepares the 2019 Annual Action Plan for electronic submittal to HUD. In addition to the Annual Action Plan, the City is required to submit funding applications and enter into Funding Agreements with HUD.

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Upon HUD's approval, the 2019 Annual Action Plan will become the funding instrument to implement the activities approved by the City Council to meet the goals and objectives set forth in the Consolidated Plan. The City of Oxnard will receive the funding from HUD in late 2019.

## **STRATEGIC PRIORITIES**

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

Objective 1b. Explore alternatives for youth through recreation programs and intervention services.

Goal 2. Address homelessness through the development and implementation of a multi-tiered strategy.

Objective 2a. Identify the City's homelessness mission and create a 5-year plan to address homelessness.

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

Objective 3b. Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.

## **FINANCIAL IMPACT**

There is no financial impact in conducting the public hearing.

*Prepared by Roel Briones, Grants Manager.*

## **ATTACHMENTS:**

Extremely-Low to Low-Income Needs Assessment FY 2019-2020 Annual Action Plan  
(10/20/15)  
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Page 4

Citizen Participation Plan Amended July 10 2018

Certificate of Publication VIDA for January 15 2019 Public Hearing

Certificate of Publication STAR Newspaper for January 15 2019 Public Hearing

# City of Oxnard

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## Citizen Participation Plan

**Amended July 10, 2018**

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Prepared by:

City of Oxnard – Housing Department – Grants Management

435 South D Street, Oxnard, California, 93030

E-mail Address: [grantsmanagement@oxnard.org](mailto:grantsmanagement@oxnard.org)



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## **Introduction**

Pursuant to Title 24, Code of Federal Regulations, Part 91.105, HUD entitlement cities are required to adopt a citizen participation plan. Subsection (a) requires that citizen participation plans adopted prior to August 17, 2015 need to incorporate newer provisions of the 24 CFR 91.105. The City of Oxnard originally adopted its Citizen Participation Plan on October 18, 1994. On July 25, 2000 the original document was amended. This amended Citizen Participation Plan will incorporate provisions to comply with 24 CFR 91.105.

## **Purpose of the Citizen Participation Plan (OCPP)**

The Citizen Participation Plan sets forth the policies and procedures for citizen participation in the development of the City of Oxnard (City) Consolidated Plan and Annual Action Plan, any substantial amendments to these plans and the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER), and the Assessment of Fair Housing (AFH), in coordination with the Oxnard Housing Authority (OHA).

The City shall provide the public with a reasonable opportunity to comment on the original Citizen Participation Plan and any amendments thereto. Amendments to the Citizen Participation Plan may be considered substantial or less than substantial as determined by the City based on the nature of the amendment and applicable HUD regulations. The 2018 amendment to the Citizen Participation Plan is substantial.

## **Encouragement of Citizen Participation**

A key component of the Citizen Participation Plan is that it must provide for and encourage citizen participation, especially by low- and moderate-income persons, and in particular those persons living in areas designated by the City as a revitalization area or in a slum or blighted areas and residents of predominantly low- and moderate-income neighborhoods, and where CDBG funds are proposed to be used.

The City shall explore alternative public involvement techniques and quantitative ways to measure efforts that encourage citizen participation in a shared vision for change in communities and neighborhoods. Efforts must be taken to encourage the participation of all its citizens, including minorities and non-English speaking persons, and persons with disabilities.

## **Consolidated Plan and Annual Action Plan Preparation**

The Citizen Participation Plan addresses the preparation cycles for the Oxnard Consolidated Plans and Annual Action Plans.

The U.S. Department of Housing and Urban Development (HUD) requires a community receiving funding under Community Planning and Development formula grant programs to submit to HUD a multi-year consolidated plan and annual action plan.

The consolidated plan is a program and funding implementation plan combined in one document that states the City of Oxnard's goals and objectives for housing and community planning and development. In addition, a community must have a consolidated plan approved by HUD before receiving funds under the formula grant programs; Community Development Block Grant (CDBG), including activities under Section 108, such as guaranteed loan funds, Emergency Shelter Grants (ESG), HOME Investment Partnerships (HOME), and Housing Opportunities for Persons With Aids (HOPWA).

The consolidated plan is typically a five-year strategic plan to address unmet public service and housing needs of low-income persons and families within the City. For each of the five years, an annual action plan is developed in preparation for the subsequent grant year which identifies specific activities, goals and funding allocations.

## **Environmental Reviews**

The City maintains a written record of the environmental review undertaken for every project or program receiving federal funds from HUD. This environmental review record is available for public inspection. Certain projects require publication of specific actions or findings, which include a description of the activity, its location, and identification of any measures required to mitigate potentially significant adverse effects. Public comment periods are included in the review process as prescribed by NEPA and 24 CFR Part 58.

## **Citizen Participation for Section 108 Loan Guarantee Program**

In accordance with Section 108 regulations, Subpart M-Loan Guarantees, 24 CFR 570.704, the City will comply with the following pre-submission and citizen participation requirements before submitting an application for Section 108 loan guarantee assistance to HUD. These requirements will also apply to the submission of an Economic Development Initiative (EDI), and Brownfield Economic Development Initiative (BEDI) application.

- The City will develop a proposed application to include the community development objectives and activities the City proposes to pursue and carry out with the Section 108 funds. Each activity will be described in sufficient detail, including the provision under which the project is eligible, the national objective it meets, the amount of funds expected to be used, and the activity's location to allow citizens to determine the degree to which they will be affected. The proposed application will also indicate which activities will generate program income and where citizens may obtain additional information about proposed activities. The proposed application will also include a description of the pledge of grants required under 24 CFR 570.705(b)(2).
- The City will also publish a public notice which will include its proposed application so as to give affected citizens an opportunity to examine the application's contents and to make comments. The public notice will also advise citizens on how and where to submit comments as well as notify citizens of when and where a public hearing will be held at which they can provide further input on the proposed application. The public notice will be published at least 30 calendar days in advance of the public hearing.
- A minimum of two (2) public hearings, held at different stages of the Consolidated Plan citizen participation process, will be held for the purpose of obtaining the views of citizens and formulating or responding to proposals and questions. At least one of these hearings will be held before submission of a Section 108 application to HUD to obtain the views of citizens on community development and housing needs. At the hearing, each activity will be described in sufficient detail including: the provision under which the project is eligible, the national objective to be met, the amount of funds expected to be used, and the activity's location so that citizens can determine the degree to which they will be affected. Citizens will have up to 30 calendar days and including the day of the public hearing to comment.
- Once the City has published the public notice and held the public hearing, the City will determine if the proposed application needs to be modified, based on comments and views received, before submitting the application to HUD. Upon completion, the final application will be made available to the public at the City Clerk's office.

### **Assessment of Fair Housing Plan/Analysis of Impediments Revisions and Administrative Updates (AFH/AI)**

The City shall provide community residents with reasonable notice and an opportunity to comment on revisions to the AFH/AI, as specified under 24 CFR 5.164.

The City has determined that an AFH/AI revision is necessary when:

- The material change in circumstances affects the information on which the AFH/AI is based;
- The analysis, fair housing contributing factors, or the priorities and goals of the AFH/AI no longer reflect actual circumstances.

The City will provide affected citizens a period of not less than 30 calendar days to make comments on a significant AFH/AI revision before it is implemented. Acceptable methods of meeting the citizen participation requirements include:

- Publication of the availability of the substantial change(s) in a local newspaper. The publication will provide a link to a City Housing Department web page which will provide more detailed information on the significant revision(s) and how to provide comments.
- Publication of any proposed change shall appear in a local newspaper whose primary circulation is within the area serving the community of affected citizens;
- Advertisement of the availability of the proposed change on the City's website;
- Posting notices in public buildings within the City, which include, but are not limited to, public libraries; or
- Holding meetings with citizens' advisory groups within the area affected by the significant revision.

Notification to the public shall advise citizens of how and where to submit comments on the proposed changes. A summary of these comments, and a summary of comments not accepted and the reasons therefore, shall be attached to the significant revision that is submitted to HUD.

### **Access to Meetings for Persons with Disabilities and Non-English Speaking Persons**

The Citizen Participation Plan shall provide for and encourage participation by all citizens, including minorities, non-English speaking persons, and persons with mobility, visual, or hearing impairments. Persons with disabilities needing special assistance to participate in the meetings shall contact the City Clerk's Office at least 72 hours prior to the meeting to mobility, visual or hearing impairments shall be accommodated.

To accommodate non-English speaking persons, a translator shall be provided at each hearing and other translators may be made available upon request with at least three business days' notice. Requests can be made by email or telephone to Housing Department, Grants Management Division.

### **Public Outreach and Access**

The consolidated plan and annual action plan development processes shall include consultation with organizations that provide community services, public and private organizations, community

based organizations, faith based organizations, philanthropic organizations, businesses and developers.

Commencing with consolidated plans submitted on or after January 1, 2018, consultations must occur with broadband internet service providers, organizations engaged in narrowing the digital divide, agencies that manage flood prone areas, public land or water resources, and emergency management agencies.

Citizens are encouraged to participate in an advisory role in the planning, implementation, and assessment of the projects recommended under the plan(s).

Notices of public hearings meetings will be sent to members of the Inter-Neighborhood Council Committee (INCC), the presidents of the public housing tenant advisory councils.

## **Funding Recommendations**

Prior to the adoption of the Consolidated Plan and/or Annual Action Plan by the City Council, the following information shall be made available to citizens, public agencies and other interested parties:

- Grant funds that will be available or anticipated to be available for the proposed plan (including program income).
- Range of activities that may be undertaken, including the estimated amount that will benefit persons of low- and moderate-income.

A summary of the proposed Consolidated Plan and/or Annual Action Plan shall be published in at least one newspaper of countywide circulation and the announcement may also appear in at least one Spanish language newspaper of general circulation. Public service announcements may also be provided for local radio stations. The summary shall describe the plans and purpose of the plan(s) and include a list of the locations where copies of the entire plan(s) may be examined. As a minimum, digital or hard copies of the proposed plan(s) shall be available for public review at the main Oxnard Public Library, City Clerk's Office and the City's Housing Department offices on 435 South D St., Oxnard, CA.

The Consolidated Plan and/or Annual Action Plan and the Activities to be funded shall be made available on the City's Housing Department, Grants Management web page.

The Consolidated Plan and/or Annual Action Plan shall be made available for public comments for a minimum of 30 days prior to submission to HUD.

Written comments can be mailed to Grants Manager, City of Oxnard Housing Department, 435 South D Street, Oxnard, CA 93030 or emailed to [grantsmanagement@oxnard.org](mailto:grantsmanagement@oxnard.org).

## **Displacement of Persons**

The Citizen Participation Plan must, as required by 24 CFR Part 91, Section 91.105, "set forth the jurisdiction's plans to minimize displacement of persons and to assist any persons displaced...."

The City will pursue projects which promote affordable housing, i.e., new construction and rehabilitation, which will not dislocate persons or families. (Some temporary relocation may be required for rehabilitation projects). If permanent relocation is necessary (due to the acquisition of an occupied residence planned for major reconstruction or demolition, etc.), the City will comply with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 as amended, which establishes types and levels of assistance required depending upon the circumstances. Certification of compliance is included in the City of Oxnard Consolidated Plan.

The City has on file its Residential Anti-displacement and Relocation Assistance Plan as required under Section 104(d) of the Housing and Community Development Act of 1974, as amended, which pertains to any activity assisted with funding under the CDBG, ESG or HOME programs.

## **Public Hearings**

The public hearings will be held at City of Oxnard Council Chambers and/or in facilities in or adjacent to low/moderate income neighborhoods. Public hearings may be scheduled during the evening to ensure the maximum attendance by residents.

The City shall hold a minimum of two public hearings per plan year (fiscal year). The purpose of the hearings is to obtain public comments, to address housing and community development needs, and to outline the development of proposed activities, to address the unmet needs of low-and moderate-income persons regarding housing, community and economic development and public services.

The first hearing may be held in facilities in or adjacent to low/moderate income neighborhoods or City Council Chambers. The purpose of this initial hearing is to obtain the public comments on housing and community development needs, including priority non-housing community development needs. This meeting is mandatory for all applicants recommended for funding.

An optional public hearing may be held to solicit public comment on activities which could be implemented to address the unmet needs identified at the first public hearing but prior to the

adoption of the proposed plan by the City Council. The purpose of this hearing is to obtain citizens' comments on proposed activities and funding allocations.

The final public hearing will be held to obtain citizens' comments on proposed activities and to present the Consolidated Plan and/or the Annual Action Plan to the City Council for adoption. The final hearing shall be held in the City Council Chambers.

The hearings shall be announced in at least one newspaper of general circulation in English. The announcement will also appear in at least one Spanish language newspaper of general circulation. The hearings may also be announced as a public announcement on radio stations as appropriate and announced through an informational flyer distributed/posted by Housing Authorities, public service and other organizations. At least one Spanish language radio station may be informed and the flyer may be prepared in Spanish. The announcement for the public hearings will also be e-mailed, or mailed upon request to the current list of HUD partners, sub-recipients and other interested parties in the City of Oxnard.

### **Technical Assistance**

The City shall provide, upon request, technical assistance to organizations and individuals representative of low- and moderate-income residents wishing to develop proposals for funding assistance under any of the programs covered by the Consolidated Plan. The City shall determine the level and type of assistance consistent with HUD policies and questions.

### **Amendments to the Plan**

The City shall amend its approved Consolidated Plan and/or Annual Action Plan if:

- A change in its allocation priorities or a change in the method of distribution of funds occurs;
- A decision to carry out an activity using funds not previously described in an action plan covered by the consolidated plan (including program income, reimbursements, repayment, recaptures, or reallocations from HUD); or
- A change in the purpose, scope, location, or beneficiaries of an activity occurs.

Amendments will be considered substantial changes and require official action if;

- Grant funds are allocated to a new activity for the first time;
- A funding increase in a current activity, or a change in the use of funding from one eligible activity to another, of more than \$100,000 in CDBG or HOME funding, or more \$30,000 in ESG funding; or if,
- A funded activity is cancelled during the program year.

Changes which are less than substantial are changes which represent less than the amounts listed above, and which do not have a significant impact on the project's purpose, scope, location, or beneficiaries. If an activity is not funded in the current year, but is the same or similar to an activity funded in another program year, and the addition is less than amounts above, and there is no significant change in the project (purpose, scope, location, or beneficiaries), it is not considered a substantial change. The authorized City official may approve changes which are less than substantial.

Reallocation of funding among program years is not considered a substantial change.

Program income will be allocated consistent with the Annual Action Plan and with HUD requirements. If program income is greater or less than the approved annual amount it will be cause for an amendment or an increase to funds available in subsequent year.

The City must submit a copy of each amendment to HUD. HUD allows amendments as they occur or at the end of the program year. Letters transmitting copies of amendments must be signed by the official representative of the City authorized to take such action.

Substantial amendments of the Consolidated Plan or Annual Action Plan will require a Public Hearing and City Council approval. Notice of public hearing will be posted on City's Housing Department, Grants Management Division webpage and noticed in a newspaper of general circulation a minimum of 30 days prior to implementation. A public hearing will be held to obtain citizens' comments on the proposed substantial amendment and to present the substantial amendment to the City Council for adoption.

### **Consolidated Annual Performance and Evaluation Report (CAPER)**

The City will prepare the CAPER as required at the close of the grant year which shall be made available for public comment for a minimum of 15 days prior to submission to HUD.

Public comments will be considered and responded to as appropriate with a summary of the comments attached to the CAPER for submittal to HUD.

### **Availability of Documents**

The Consolidated Plan, Annual Action Plans, substantial amendments, CAPER and the Citizen Participation Plan will be available to the public, including the availability of materials in a form accessible to persons with disabilities, upon request.



The Consolidated Plan, Annual Action Plans, CAPER, the Citizen Participation Plan and the Uniform Relocation and Real Property Acquisition Policies Act of 1970 as amended, will be available for review at the City of Oxnard Housing Department, 435 South D Street, Oxnard, CA during working hours.

### **Citizen Participation Coordinator**

The Citizen Participation Coordinator shall be a member of Grants Management Division staff in the Housing Department of the City of Oxnard.

The Citizen Participation Coordinator shall make past and present programmatic and funding information available to citizens during all phases of the HUD Community Planning and Development Program cycle, upon request.

### **Comments and Complaints**

The City shall consider all verbal or written comments or views of citizens received at the public hearings in preparing the final Consolidated Plan, Annual Action Plans, amendments to these plans, Section 108 Loan applications, CAPER or the Citizen Participation Plan.

A summary of these comments or views shall be attached to the final Consolidated Plan, amendment to the Plan, CAPER or Citizen Participation Plan and submitted to HUD as appropriate.

The City shall respond in a timely manner, within 15 days where practical, to all written complaints, grievances and requests for information about the Consolidated Plan.

Written comments, complaints and/or grievances can be submitted to Housing Director, City of Oxnard Housing Department, 435 South D Street, Oxnard, CA 93030.

### **Contingency Plan in the Event of an Emergency/Disaster**

In the event of an emergency or disaster that presents a serious and immediate threat to the health and welfare of the citizens of the City, the noticing requirements for public hearings shall be reduced to ten calendar days.

Reprogramming of funds in the event of such an emergency will require approval by the City Council when they are in session or ratification of the reallocation when the City of Council is in recess.

### **Citizen Participation Plan (CPP) Procedural History**

1. Originally adopted CPP by City Council on October 18, 1994
2. Modifications to CPP adopted by City Council on July 25, 2000
3. Amended CPP adopted by City Council on July 10, 2018

# In the Superior Court of the State of California

IN AND FOR THE COUNTY OF VENTURA

## CERTIFICATE OF PUBLICATION

### TYPE OF NOTICE

PERSONAS INTERESADAS EN LAS NECESIDADES

NO SATISFECHAS DE PERSONAS DE

INGRESOS BAJOS Y MODERADOS

RELACIONADAS CON VIVIENDAS ASEQUIBLES

STATE OF CALIFORNIA

COUNTY OF VENTURA

I, Luis Ayala  
hereby certify that Ventura County VIDA Newspaper, is a newspaper of general circulation within the provision of the Government Code of the State of California, printed and published in the County of Ventura, State of California; that I am the Principal Clerk of said newspaper; that the annexed clipping is a true printed copy and published in said newspaper on the following dates, to wit.

Dec. 13, 2018

I certify under penalty of perjury that the foregoing is true and correct, at Oxnard, County of Ventura, State of California, on the

13th day of December 2018

(Signature)

**CIUDAD DE OXNARD**  
**Aviso de audiencia pública**  
**15 de enero de 2019 a las 6:00 p.m. o posteriormente**

CON EL PRESENTE SE DA AVISO QUE UNA AUDIENCIA PÚBLICA para recibir opiniones y comentarios públicos de los residentes de la Ciudad de Oxnard y de todas las personas interesadas en las necesidades no satisfechas de personas de ingresos bajos y moderados relacionadas con viviendas asequibles, personas sin hogar, instalaciones y mejoras públicas y servicios financiados con Community Development Block Grant (CDBG), HOME Investment Partnership Act (HOME) y Emergency Solutions Grant (ESG) se realizará el martes 15 de enero de 2019, a las 6:00 pm, en las Salas del Consejo, en 365 West Third Street, Oxnard, California o tan pronto como el asunto pueda ser escuchado.

Los comentarios públicos se considerarán en la preparación del Plan de Acción Anual 2019 de la Ciudad de Oxnard, según lo requerido por el Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD) y el Plan de Participación de Ciudadanos de la Ciudad de Oxnard. El período de comentarios públicos comienza el 13 de diciembre de 2018 y concluye el 15 de enero de 2019. Los comentarios escritos deben entregarse a:

City of Oxnard Housing Department  
Grants Management Division  
435 South "D" Street, Oxnard, CA 93030  
Attn: Public Comments-2019 Annual Action Plan

Las organizaciones que planean solicitar fondos para el año 2019/2020 del programa para satisfacer las necesidades no satisfechas de personas de ingresos bajos y moderados relacionadas con viviendas asequibles, personas sin hogar y otros servicios públicos de apoyo, deben asistir a un taller de pre-solicitud para ser considerados para la otorgación de fondos. La fecha del taller se publicará en el sitio web del Departamento de Vivienda de la Ciudad.

Las personas con discapacidades que necesitan asistencia especial para participar en la audiencia, o las personas que requieren un traductor, también deben comunicarse con la Oficina del Secretario Municipal al (805) 385-7803 al menos 72 horas antes de la reunión.

Para obtener más información, comuníquese con Roel Briones, Gerente de subvenciones, al (805) 385-7959.

City of Oxnard Housing Department  
Grants Management Division  
435 South "D" Street  
Oxnard, CA 93030

CITY OF  
**OXNARD**  
CALIFORNIA

Published VCVN: 12/13/18



Certificate of  
Publication

In Matter of Publication of:

CITY OF OXN/HOUSING DEPT  
Sandra a/p 8093 CITY OF OXN/HOUSING DEPT  
435 S D ST BLDG B

OXNARD, CA 93030

State of California)  
                          ))§  
County of Ventura)

I hereby certify that the Ventura County Star Newspaper has been adjudged a newspaper of general circulation by the Superior Court of California, County of Ventura within the provisions of the Government Code of the State of California, printed in the City of Camarillo, for circulation in the County of Ventura, State of California; that I am a clerk of the printer of said paper; that the annexed clipping is a true printed copy and publishing in said newspaper on the following dates to wit:

December 14, 2018

I certify under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Dated this December 14, 2018; in Green Bay, Wisconsin, County of Brown.

  
\_\_\_\_\_  
Legal Clerk

Ad#: 2182061  
P.O.:  
# of Affidavits: 0

**CITY OF OXNARD**  
**Notice of Public Hearing**  
**January 15, 2019 at 6:00 p.m. and or soon thereafter**

NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING to receive public input and comments from residents of the City of Oxnard and all persons interested in regard to the Unmet Needs of Low and Moderate Income Persons Related to Affordable Housing, Homelessness, Public Facilities and Improvements and Public Services funded with Community Development Block Grant (CDBG), HOME Investment Partnership Act (HOME), and HEARTH Emergency Solutions Grant (HESG) grants will be conducted on Tuesday, January 15, 2019, at 6:00 p.m., in the Council Chambers, 305 West Third Street, Oxnard, California or as soon thereafter as the matter may be heard.

Public comments will be considered in the preparation of the City of Oxnard's 2019 Annual Action Plan, as required by the U.S. Department of Housing and Urban Development (HUD) and the Citizen Participation Plan of the City of Oxnard. The public comment period begins December 13, 2018, and concludes on January 15, 2019. Written comments may be addressed to the following:

City of Oxnard Housing Department  
Grants Management Division  
435 South "D" Street, Oxnard, CA 93030  
Attn: Public Comments-2019 Annual Action Plan

Organizations planning to apply for program year 2019/2020 funds to meet Unmet Needs of Low and Moderate Income Persons Related to Affordable Housing, Homelessness and other supportive Public Services, are required to attend a pre-application workshop to be considered for a funding award. The workshop date will be posted on the City's Housing Department website.

Persons with disabilities needing special assistance to participate in the hearing, or persons requiring a translator, should also contact the City Clerk's Office at (805) 385-7803 at least 72 hours prior to the meeting.

For further information contact Roel Briones, Grants Manager, at (805) 385-7959.



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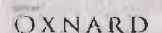
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For further information contact Roel Briones, Grants Manager, at (805) 385-7959.



# **PUBLIC HEARING ON CITY'S UNMET NEEDS FOR EXTREMELY- LOW TO LOW-INCOME RESIDENTS**

**CITY COUNCIL**

**January 15, 2019 MEETING**

**Presented by:      Roel Briones**  
**Grants Manager**



# CONSOLIDATED PLAN

In order to determine the most pressing needs and to develop effective, place-based market driven strategies to meet community needs, HUD requires grantees to develop a three- or five-year Consolidated Plan (ConPlan). When developing a ConPlan, the following steps will be taken:

- Comprehensive Needs Assessment
- Housing Market Analysis
- Strategic Plan
- Annual Action Plan

*Align planning cycle with County of Ventura's Plan Year 2020-2024 Regional ConPlan*

# CONSOLIDATED PLAN

Oxnard five-year (FY 2013-17 ConPlan with Extension of Two Plan Years, 2018 and 2019) comprehensive needs assessment completed:

- Resident participation, community meetings & workshops, Public Hearings
- By using the survey method as Data Collection
- By using the pre-populated data tables for Market analysis provided by HUD
- By using the GIS mapping system to identify the CDBG low- and moderate-income areas within the city.

# CONSOLIDATED PLAN

Six phases of the ConPlan, which are part of grants management and planning process:

1. Needs Assessment and Determination
2. Setting Priorities
3. Available Resources
4. Goal Setting
5. Administering Programs (CDBG, HOME and HESG); and
6. Evaluating the Performance

*Oxnard is in the last year of the Consolidated Plan*



# GOALS SUMMARY

## Summary: Consolidated Plan 2 Year Extension

| Goal Name                        | Grant Program | Two Year Goal (2018 – 2020)       | Estimated Year End June 30, 2019 | Anticipated 2019-2020            |
|----------------------------------|---------------|-----------------------------------|----------------------------------|----------------------------------|
| Homeowner-ship                   | HOME CDBG     | 40 households                     | 20 households                    | 20 households                    |
| Construction of new rental units | HOME          | 81 Housing units                  | 39 Housing Units                 | 42 Housing Units                 |
| Housing Services                 | CDBG          | 40 Housing Units<br>15 households | 20 Housing units<br>6 households | 20 Housing units<br>9 households |
| Housing Preservation             | CDBG HOME     | 7 Housing units                   | 0 Housing units                  | 7 Housing units                  |

# GOALS SUMMARY (CONT'D)

| Goal Name                   | Grant Name | Two Year Goal (2018 – 2020)         | Estimated Year End June 30, 2019    | Anticipated 2019-2020               |
|-----------------------------|------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Infrastructure & Facilities | CDBG       | 210,000 LMI persons (Citywide)      | 207,906 LMI persons (Citywide)      | 207,906 LMI persons (Citywide)      |
| Public Services             | CDBG       | 3,500 LMI persons<br>250 households | 2,000 LMI persons<br>150 households | 1,500 LMI persons<br>100 households |
| Code Enforcement            | CDBG       | 3,600 inspections of housing units  | 1,800 inspections of housing units  | 1,800 inspections of housing units  |

# GOALS SUMMARY (CONT'D)

| Goal Name           | Grant Name | Two Year Goal (2018 – 2020)   | Estimated Year End June 30, 2019   | Anticipated 2019-2020   |
|---------------------|------------|---|--|---|
| Reduce Homelessness | ESG        | <p><u>-Rapid Rehousing:60 persons/ 8 Households</u></p> <p><i>-Emergency Shelter: 300 Persons</i></p> <p><u>-Homeless Prevention: 30 Persons</u></p> <p><i>-Outreach/Other: 700</i></p> | <p><u>-Rapid Rehousing: 20 persons/ 5 Households</u></p> <p><i>-Emergency Shelter: 155 Persons</i></p> <p><u>-Homeless Prevention: 23 Persons</u></p> <p><i>-Outreach/Other: 150</i></p> | <p><u>-Rapid Rehousing: 40 persons/ 3 Households</u></p> <p><i>-Emergency Shelter: 145 Persons</i></p> <p><u>-Homeless Prevention: 7 Persons</u></p> <p><i>-Outreach/Other: 550</i></p> |

# HUD ALLOCATIONS

## FIVE YEAR ENTITLEMENT SUMMARY (FY 2015-2019)

|              | 2015               | 2016               | 2017               | 2018               | 2019*              |
|--------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| CDBG         | \$2,131,803        | \$2,201,149        | \$2,183,330        | \$2,502,719        | \$2,500,000        |
| HOME         | \$561,174          | \$595,832          | \$532,053          | \$791,219          | \$700,000          |
| HESG         | \$191,219          | \$191,905          | \$198,164          | \$196,549          | \$190,000          |
| <b>TOTAL</b> | <b>\$2,884,196</b> | <b>\$2,988,886</b> | <b>\$2,913,547</b> | <b>\$3,490,487</b> | <b>\$3,390,000</b> |

\* Estimate

# ANNUAL ACTION PLAN

## FY 2019-2020

Consists of three entitlement grants to serve primarily low-to-moderate-income people:

1. Community Development Block Grant (CDBG)
2. HOME Investment Partnerships Program (HOME)
3. HEARTH Emergency Solutions Grant (HESG)

*"HEARTH": Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009*

# ANNUAL ACTION PLAN

## FY 2019-2020

### Purpose:

- Details annual objectives to meet the goals in the Plan
- Allows for community input
- Details additional needs of extremely-low to low-income persons
- Details proposed entitlement grant projects and activities

# ANNUAL ACTION PLAN

## FY 2019-2020

### Needs assessment:

- Extremely Low Income (30% < Median)
- Very Low Income (50% < Median)
- Low Income (80% < Median)
- Special Needs Groups – examples
  - Elderly
  - Large households
  - Overcrowded Households
  - Youth

# ANNUAL ACTION PLAN

## FY2019-2020

### FISCAL YEAR 2018 INCOME LIMIT SUMMARY FOR VENTURA COUNTY

**Median Income \$96,000**

| Income Limit Category      | 1 Person | 2 Person | 3 Person | 4 Person | 5 Person | 6 Person | 7 Person | 8 Person |
|----------------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| Extremely Low Income (30%) | 21,300   | 24,350   | 27,400   | 30,400   | 32,850   | 35,300   | 38,060   | 42,380   |
| Very Low Income (50%)      | 35,500   | 40,600   | 45,650   | 50,700   | 54,800   | 58,850   | 62,900   | 66,950   |
| Low Income (80%)           | 56,800   | 64,900   | 73,000   | 81,100   | 87,600   | 94,100   | 100,600  | 107,100  |

**Source: US Department of Housing and Urban Development**

Income Limit areas are based on FY 2018 Fair Market Rent (FMR) areas



# ANNUAL ACTION PLAN

## FY2019-2020

- Disproportionate needs
  - Female headed households
  - Minority households
  - Persons with disabilities
  - Veterans
  - Sheltered and unsheltered homeless
    - Individuals
    - Families
  - Farm worker housing
  - Mentally ill, Substance abuse treatment
  - HIV/AIDS
  - Lead-based paint hazards

# ANNUAL ACTION PLAN

## FY2019-2020

### ESTIMATED FUNDING

|                             |                    |
|-----------------------------|--------------------|
| <u>CDBG</u>                 | <u>\$2,500,000</u> |
| • Plan and Admin (20%)      | \$ 500,000         |
| • Public Services(up to15%) | \$ 375,000         |
| • Direct Benefit            | \$1,625,000        |

# CDBG CATEGORIES

## 1. PLANNING and ADMINISTRATION

- Planning: development of Consolidated Plan, Annual Action Plan, budget and evaluation
- Administration: management, accounting, coordination, and monitoring
- Other eligible activities: planning, consulting, citizen participation costs
- Limited to 20% of Current Year Allocation and Current Year Program Income Funds

# CDBG CATEGORIES CONT'D

## 2. PUBLIC SERVICES

- Limited up to 15% of Current Year Allocation and Prior Year Program Income Funds
- Must be a new service or a quantifiable increase in the level of a service
- Examples: child care, health care, job training, recreation programs, educational programs, public safety services, fair housing activities, services for homeless and for senior citizens

# CDBG CATEGORIES CONT'D

## 3. CAPITAL ITEM PROJECTS (CIP) or DIRECT BENEFIT PROJECTS

- Housing Activities: housing services, housing rehabilitation, lead-based paint testing and abatement, and homeownership assistance
- Public Facilities and Improvements: infrastructure, community facilities, special needs and public facilities

# CDBG CATEGORIES CONT'D

## 3. CAPITAL ITEM PROJECTS (CIP) or DIRECT BENEFIT PROJECTS (Cont'd)

- Other Real Property Activities such as code enforcement, acquisition, disposition
- Economic Development: business technical assistance, micro-enterprise assistance, commercial rehabilitation

# ANNUAL ACTION PLAN

## FY2019-2020

### ESTIMATED FUNDING

#### HOME

\$700,000

- Planning and Admin (10%) \$ 70,000
- CHDO-Development (15%) \$105,000
- Programs: \$525,000

Homebuyer down-payment

Homeowner rehabilitation

# ANNUAL ACTION PLAN

## FY2019-2020

- ESG Components 24 CFR Part 576
  - Planning and Administration
  - Other activities
    - Street Outreach\*
    - Emergency Shelter\*
    - Rapid Rehousing (RRH)
    - Homeless Prevention (HP)
    - Homeless Management Information System (HMIS)

\*60% Cap on Emergency Shelter and Street Outreach



# ANNUAL ACTION PLAN

## FY2019-2020

### ESTIMATED

|  |                  |
|--|------------------|
| <u>Emergency Solutions Grant</u>                                       | <u>\$190,000</u> |
| • Planning and Admin (7 ½ %)   | \$ 14,250        |
| • Street Outreach & Emergency Shelter<br>(up to 60% of the allocation) | \$114,000        |
| • Other activities (HP,RRH, HMIS)                                      | \$ 61,750        |

# IMPORTANT DATES:

- **1/15/19** - First Public Hearing – Assessment of unmet needs and issuance of Notice of Funding Availability (NOFA)
- **1/31/19** Application Workshop
- **2/28/19** - Applications due by **2:00 pm**
- **3/13/19 & 3/14/19** - Review panel presentations & evaluations
- **6/4/19** - Second Public Hearing, Council considers the recommendations for the use of funds and approves the FY 2019-2020 AAP
- **06/30/19** - Submit FY 2019-2020 Annual Plan



# QUESTIONS?

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**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Info/Consent**

**AGENDA ITEM NO.: 1**

**DATE:** January 15, 2019

**TO:** City Council

**FROM:** Ashley Golden  
Development Services Director

**SUBJECT:** Authorization to Appropriate General Plan Maintenance Fee Revenue.

**CONTACT:** Ashley Golden, Development Services Director  
Ashley.Golden@oxnard.org, (805) 385-7882

**RECOMMENDATION:**

That City Council approve an appropriation of \$937,000 from General Fund Reserve for General Plan Maintenance fee (GPMF) received in prior years to fund various long-range planning projects including \$500,000 to 2040 General Plan Update, \$75,000 to Housing Element Update, \$350,000 to Climate Action Plan, and \$12,000 to Land Use Policy & Design Guidelines.

**BACKGROUND**

In 2002, AB 2936 amended Section 66014(b) of the Government Code to allow local governments to charge permit fees for "...costs reasonably necessary to prepare and revise the plans and policies that a local agency is required to adopt before it can make any necessary findings and determinations." The fee is currently \$24.00 per \$1,000.00 building permit valuation (0.24%), collected when a building permit is issued, and was set at that rate to raise approximately \$250,000 per year to fund Planning Division staff and/or to retain expert consultant services working on the preparation, maintenance, and/or revision of the 2030 General Plan, Local Coastal Plan Update, Housing Element Update, and other related projects.

In prior years, City Council approved budget appropriations totaling \$703,993 to the Local Coastal Plan Update (\$435,624), Housing Element Update (\$182,500), General Plan & Zoning Map Update (\$62,500), and the CEQA Thresholds Update (\$23,369) projects. The CEQA Thresholds project is complete but the others are active and ongoing.

## Authorization to Appropriate General Plan Maintenance Fee Revenue

January 15, 2019

Page 2

Total to date available revenue, collected since FY 2014, as of November 2018 is \$1,712,929. Of this total, \$703,993 has been appropriated to date. The remaining GPMF collected in prior years not yet appropriated is approximately \$1.008 million. The revenues earned in prior year, not yet appropriated, is now part of General Fund Reserve Fund Balance. This request will appropriate \$937,000 of the \$1.008 million received:

1. \$500,000 to the 2040 General Plan Update, which is expected to kick-off in 2022 and cost over \$1 Million. The City's 2030 General Plan is in need of update to reflect new housing and transportation data and estimates identified by Southern California Association of Governments (SCAG), the State of California/Regional Housing Needs Assessment, and legislative mandates. Additionally, new information will be available as a result of the 2020 Census which will need to be incorporated into the City's General Plan. This update process is anticipated to take 3-5 years to complete and will involve a significant staff effort and the need for specialized consultants.
2. \$75,000 to the 6<sup>th</sup> cycle of the Housing Element. Work has already begun on the baseline data necessary for the 6<sup>th</sup> cycle update to the Housing Element (2021-2029). In early 2018 the Planning Division began working with SGAC by providing information on regional transportation planning (RTP) growth and collaborated with Ventura Transportation Commission (VCTC) on overall City growth. Utilizing these growth estimates, work will continue through 2020 to develop the City's Regional Housing Needs Assessment (RHNA) numbers which will then be utilized to update the City's Housing Element. The update to the Housing Element will represent an entirely new Housing Element. There are substantial sanctions if the City does not have their Housing Element certified by California Department of Housing and Community Development (HCD) by 2021.
3. \$350,000 creation of a Climate Action Plan (CAP). With legislative mandates for addressing climate change in a cities General Plan Safety Element (SB 79) and mandates for reducing Green House Gas GHG) emissions, a CAP will assist the City in advancing economic development, public health, climate resiliency, equity, and job creation goals. The primary objectives of the CAP would include: reducing community GHG emissions; improving public health and equity; improving local economies, creation of jobs, positioning for a low-carbon economy; increased resilience to climate change and positioning for funding and implementation. Further, a CAP can provide a programmatic approach to environmental review.
4. \$12,000 to complete an amendment to the 2030 General Plan Program Environmental Impact Report (EIR) in support of the upcoming Downtown Zoning and Design Guidelines, as well as environmental review associated with this project pursuant to the California Environmental Quality Act (CEQA).

## STRATEGIC PRIORITIES

## Authorization to Appropriate General Plan Maintenance Fee Revenue

January 15, 2019

Page 3

Although this this agenda item is a routine operational item the appropriations allow the Planning Division to address projects within two of the four strategic plans adopted by City Council on May 17, 2016.

This agenda item supports the Economic Development strategy. The purpose of the Economic Development strategy is to develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character. This item supports the following goals and objectives:

Goal 1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.

Goal 5. Revitalize Oxnard's downtown and pursue economic development opportunities.

Objective 5a. Develop a vision and plan (with timelines) for downtown revitalization to create a vibrant center for our community, emphasizing cultural arts, diversity and historic assets.

This agenda item also 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 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

Objective 5a. Develop and implement a sustainability program.

Objective 5b. Protect ocean and waterways.

## FINANCIAL IMPACT

The remaining General Plan Maintenance Fees collected in prior year not yet appropriated is approximately \$1.008 million which is now part of General Fund Unreserved / Unassigned Fund Balance. With this appropriation, the estimated FY19 Unreserved / Unassigned Fund Balance for General Fund will be \$15.56 million or 11% operating reserve. Of this total, \$937,000 will be appropriated to the following projects:

1. \$500,000 will be appropriated to Project 2040 General Plan Update (Project 19IN02);
2. \$75,000 will be appropriated to Project 14IN03 Housing Element Update;
3. \$350,000 will be appropriated to Climate Action Plan (Project 19IN03); and
4. \$12,000 will be appropriated to Land Use Policy & Design Guidelines (Project 17IN03).

Additional GPMF is anticipated to be received and tracked throughout this fiscal year, which will increase the amount available for appropriation.

Authorization to Appropriate General Plan Maintenance Fee Revenue  
January 15, 2019  
Page 4

*Prepared by Kathleen Mallory, Planning & Environmental Services Manager.*

**ATTACHMENTS:**

Budget Appropriation GPMF



## REQUEST FOR SPECIAL BUDGET APPROPRIATION

**Department:** Development Services  
**Project/Program**  
**Manager:** Kathleen Mallory

**Date:** January 15, 2019  
**Phone:** 385-8370

**Reason for Appropriation:**

Appropriate General Fund Reserve for General Plan Maintenance Fees collected to date to the 2040 General Plan Update, Housing Element Update, Climate Action Plan, and Land Use Policy & Design Guidelines projects.

**Accounts and Descriptions**

**AMOUNT**

**Fund: GENERAL FUND (101)**

**Expenditures/Transfers Out**

**2040 GENERAL PLAN UPDATE (19IN02)**

|                   |                                |         |
|-------------------|--------------------------------|---------|
| 101-4101-804.8209 | SERVICES - OTHER PROF/CONTRACT | 500,000 |
|-------------------|--------------------------------|---------|

**HOUSING ELEMENT UPDATE (14IN03)**

|                   |                                |        |
|-------------------|--------------------------------|--------|
| 101-4101-804.8209 | SERVICES - OTHER PROF/CONTRACT | 75,000 |
|-------------------|--------------------------------|--------|

**CLIMATE ACTION PLAN (19IN03)**

|                   |                                |         |
|-------------------|--------------------------------|---------|
| 101-4101-804.8209 | SERVICES - OTHER PROF/CONTRACT | 350,000 |
|-------------------|--------------------------------|---------|

**LAND USE POLICY & DESIGN GUIDELINES (17IN03)**

|                   |                                |        |
|-------------------|--------------------------------|--------|
| 101-4101-804.8209 | SERVICES - OTHER PROF/CONTRACT | 12,000 |
|-------------------|--------------------------------|--------|

|                        |         |
|------------------------|---------|
| Sub-total Expenditures | 937,000 |
|------------------------|---------|

|                                   |                  |
|-----------------------------------|------------------|
| <b>Net Change to Fund Balance</b> | <b>(937,000)</b> |
|-----------------------------------|------------------|

|                                 |                |
|---------------------------------|----------------|
| <b>Net Appropriation Change</b> | <b>937,000</b> |
|---------------------------------|----------------|

**Approvals**

Department Director \_\_\_\_\_

Chief Financial Officer \_\_\_\_\_

City Manager \_\_\_\_\_

SBA# (Finance Use Only) \_\_\_\_\_

BA Doc# (Finance Use Only) \_\_\_\_\_

Rev# \_\_\_\_\_

REQUIRES CITY COUNCIL AUTHORIZATION

**Packet Pg. 93**

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**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Info/Consent**

**AGENDA ITEM NO.: 2**

**DATE:** January 15, 2019

**TO:** City Council

**FROM:** Ashley Golden  
Development Services Director

**SUBJECT:** Amendments to Jan-Pro Cleaning Systems - Central Coast Agreement.

**CONTACT:** Ashley Golden, Development Services Director  
Ashley.Golden@oxnard.org, (805) 385-7882

**RECOMMENDATION:**

That City Council approve and authorize the Mayor to execute the:

1. Fourth Amendment to the Trade Services Agreement No. A-7846 with Jan-Pro Cleaning Systems—Central Coast to increase the amount from \$466,833 not to exceed \$468,982 (an increase of \$2,149) to incorporate the living wage policy change effective July 1, 2018, and
2. Fifth Amendment to the Trade Services Agreement No. A-7846 with Jan-Pro Cleaning Systems—Central Coast to extend the expiration date to March 1, 2019, and to increase the amount from \$468,982 not to exceed \$502,996 (an increase of \$34,014).

**BACKGROUND**

The Fourth Amendment to the Trade Services Agreement proposes to increase the monthly fee for janitorial services at the Oxnard Transit Center (OTC), 201 East Fourth Street, to \$13,598.03 per month from the current monthly fee of \$13,203.00. The not-to-exceed amount for the Amendment is \$468,982. The Fifth Amendment proposes to extend the current Agreement until March 1, 2019, at the rate proposed in the Fourth Amendment for an additional two and a half months in an amount not to exceed \$502,996. The City advertised for new janitorial services in November but rejected the bids in December due to the cost. Staff will revise the scope of work and re-advertise for custodial services. The City has an urgent need for uninterrupted custodial services while the City advertises again for bids for a new vendor.

City Council awarded the trade services agreement to Jan-Pro Cleaning Systems-Central Coast on December 8, 2015, for \$12,622.26 per month. The agreement has the option of two one-year

extensions. The previous Amendments extended the contract for two additional years, and increased the monthly fee to reflect annual increases (2016-2017) in the living wage and related costs for the vendor.

The OTC operates 365 days per year, from 6:00 a.m. to 10:00 p.m. as the City's central bus and train terminal. The City has received unsolicited comments from the public that the OTC facility is very clean and reflects positively on the City's image since the OTC is a point of entry into the City.

### **STRATEGIC PRIORITIES**

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

### **FINANCIAL IMPACT**

The cost of the two Amendments increases the total amount by \$36,163, which includes living wage increases and the two and a half additional months of service. The not-to-exceed amount of the Agreement is \$502,996. There is sufficient budget in FY18-19 to cover the cost of the Fourth and Fifth Amendments from TDA Fund-Oxnard Transportation Center Professional Contract (Account 213-3110-803.82-09).

*Prepared by Cynthia Daniels, Project Manager.*

### **ATTACHMENTS:**

A. Fourth Amendment for Living Wage Only

B. Fifth Amendment Time Extension

Agreement No. A-7846

**FOURTH AMENDMENT TO AGREEMENT FOR TRADE SERVICES**  
(INCLUDES LIVING WAGE REQUIREMENTS EFFECTIVE JULY 1, 2018)

This Fourth Amendment ("Fourth Amendment") to the Trade Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 1<sup>st</sup> day of July, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and JORANDA MARKETING INC. dba Jan-Pro Cleaning Systems Central Coast ("Vendor"). This Fourth Amendment amends the Agreement entered into on December 8, 2015, by City and Vendor. The Agreement previously has been amended on November 10, 2016, by a First Amendment, on July 3, 2017, by a Second Amendment, and on February 5, 2018, by a Third Amendment.

City and Vendor agree as follows:


1. The not to exceed amount per month in Section 4 of the Agreement is hereby amended to "not to exceed \$13,598.03 per month for the Services performed during the term of this Agreement between July 1, 2018, and December 15, 2018, and to not exceed a total amount of \$468,982."
2. The following is attached hereto and incorporated herein by this reference into the Agreement: LIVING WAGE POLICY Exhibit 1 CITY OF OXNARD LIVING WAGE REQUIREMENTS EFFECTIVE JULY 1, 2018 Exhibit.
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

**CITY OF OXNARD****JAN-PRO CLEANING SYSTEMS CENTRAL COAST**

☒ Tim Flynn, Mayor<sup>1</sup> \_\_\_\_\_ Date \_\_\_\_\_  
☐ Alexander Nguyen, City Manager  
☐ Lisa Boerner, Purchasing Manager  
☐ \_\_\_\_\_, Buyer

 \_\_\_\_\_ 12-12-2018  
 Greg Ibsen, President<sup>2</sup> \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_ Date \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

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

<sup>1</sup> The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$175,000 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 \$175,000 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.

<sup>2</sup> 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; 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 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**

1. 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.

The foregoing requirements are restated on page 5 of the Agreement for Trade Services.



Agreement No. A-7846

**FIFTH AMENDMENT TO AGREEMENT FOR TRADE SERVICES**  
(INCLUDES LIVING WAGE REQUIREMENTS EFFECTIVE JULY 1, 2018)

This Fifth Amendment (“Fifth Amendment”) to the Trade Services Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 1<sup>st</sup> day of December, 2018, by and between the City of Oxnard, a municipal corporation (“City”), and JORANDA MARKETING INC. dba Jan-Pro Cleaning Systems Central Coast (“Vendor”). This Fifth Amendment amends the Agreement entered into on December 8, 2015, by City and Vendor. The Agreement previously has been amended on November 10, 2016, by a First Amendment, on July 3, 2017, by a Second Amendment, and on February 5, 2018, by a Third Amendment.

City and Vendor agree as follows:

1. The end date in Section 3 of the Agreement is hereby amended to “shall end on March 1, 2019.”
2. The not to exceed amount per month in Section 4 of the Agreement is hereby amended to “not to exceed \$13,598.03 per month for the Services performed during the term of this Agreement between December 15, 2018, and March 1, 2019, and to not exceed a total amount of \$502,996.”
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

**CITY OF OXNARD****JAN-PRO CLEANING SYSTEMS CENTRAL COAST**

☒ Tim Flynn, Mayor<sup>1</sup> \_\_\_\_\_ Date \_\_\_\_\_  
☐ Alexander Nguyen, City Manager \_\_\_\_\_  
☐ Lisa Boerner, Purchasing Manager \_\_\_\_\_  
☐ \_\_\_\_\_, Buyer \_\_\_\_\_

Greg Ibsen, President<sup>2</sup> \_\_\_\_\_ Date \_\_\_\_\_  
 \_\_\_\_\_ Date \_\_\_\_\_  
 \_\_\_\_\_, \_\_\_\_\_ Date \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

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

<sup>1</sup> The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$175,000 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 \$175,000 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.

<sup>2</sup> 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; 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.



**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Info/Consent  
AGENDA ITEM NO.: 3**

**DATE:** January 15, 2019

**TO:** Housing Authority

**FROM:** Rhonda Hodge  
Interim Housing Director

**SUBJECT:** Cable Services Agreement for Public Housing Tenants.

**CONTACT:** Rhonda Hodge, Interim Housing Director  
rhonda.hodge@oxnard.org, 385-7889

**RECOMMENDATION:**

That the Housing Commission approve and authorize the City Manager to execute an agreement with Time Warner Cable Enterprises LLC dba Charter Communications in the monthly amount of \$4,552 for the provision of basic cable services to approximately 569 public housing units.

**BACKGROUND**

The Oxnard Housing Authority has provided basic cable service to public housing residents through various franchise service providers since the initial introduction of cable TV services to the Oxnard area by Jones Intercable, Inc., in 1982.

Jones Intercable was bought out by Time-Warner Cable Pacific West LLC who then contracted with the Housing Authority to provide cable service to the Housing residents for the period effective from July 11, 2008 to July 11, 2013. In May 2013, the Housing Authority sought and received authorization from the U.S. Department of Housing and Urban Development Los Angeles Field Office to extend the five-year maximum contract term for another five years, in order to continue service after failing to find a comparable replacement vendor for cable TV services. This extension term expired July 11, 2018.

Prior to the expiration of the extension term, the Housing Authority issued a Request for Proposal for Cable TV Services; the only response received was from Time Warner Cable, who is undergoing a merger with Charter Communications, but will retain the name Time Warner

Cable Enterprises LLC in its dealings with the Oxnard Housing Authority. Currently, Time Warner is providing cable services on a month-to-month basis.

The contract term with Time Warner Cable Enterprises LLC will be for 62 months of service to 569 public housing units at the rate of \$8.00 per unit. The rates under this agreement are subject to an annual increase of up to four percent, (4%), each year.

The number of units will decrease with the final demolition of “The Courts”, leaving the Authority with a final unit count of 520 and the monthly charge will decrease accordingly.

Further, Time-Warner Cable is offering a one-time payment of \$28,450.00 (equal to \$50.00 per door) to the Housing Authority; this represents an “exclusivity marketing” rebate for obtaining services from Time Warner.

The signing date of January 15, 2019 will allow the Vendor 60 days to begin the notification to residents of changes, rollout and installation of set boxes in the housing units, while the official contract billing start date of March 30, 2019 will begin the 62-month term of service.

### **STRATEGIC PRIORITIES**

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

### **FINANCIAL IMPACT**

There is no impact to the General Fund nor direct impact on the Housing Authority budget since the cable service charges are passed through the Authority to the residents.

*Prepared by Deborah Jones, Housing Contract Administrator.*

### **ATTACHMENTS:**

Nonexclusive Installation and Service Agreement

Confidential Door Fee Addendum

Confidential MDU Courtesy Service Agreement

Bulk Video Service Addendum (Multi Family with Senior Housing)

# CONFIDENTIAL

## DOOR FEE ADDENDUM ONE-TIME FLAT FEE PAYMENT

This Addendum between:

**Owner:** Housing Authority of the City of Oxnard

**and**

**Operator:** Time Warner Cable Enterprises LLC

This Door Fee Addendum (“Addendum”) is executed simultaneously with and shall operate to modify the Nonexclusive Installation and Service Agreement (the “Agreement”) with an Effective Date of January 15, 2019 between Owner and Operator. Except as specifically modified herein, all other terms and conditions of the Agreement shall remain unamended and in full force and effect. All capitalized terms shall have the same meaning as set forth in the Agreement.

### Fees:

**ONE-TIME FLAT FEE PAYMENT:** In consideration of the exclusive Equipment use and exclusive marketing rights granted by Owner to Operator under the Agreement, Operator shall pay to Owner a one-time payment in the amount of \$28,450.00 (“Exclusivity Payment”) after Service activation. Operator shall make the Exclusivity Payment to the Owner within ninety (90) days following full execution of the Agreement and Service activation by both parties. In the event that Owner breaches this Addendum or the Agreement and fails to cure any such breach pursuant to the terms of the Agreement, or any of Operator’s exclusive rights under the Agreement are no longer valid or enforceable as a matter of law (because of subsequent legislation, litigation, administrative action, or otherwise), then Owner shall refund to Operator an amount (“Reimbursement Payment”) calculated as follows:

$$\text{Reimbursement Payment} = \text{Exclusivity Payment} \times \left( \frac{\# \text{ of months remaining in term of the Agreement}}{\text{total \# of months in term of the Agreement}} \right)$$

In the event that Owner breaches this Addendum or the Agreement and fails to cure any such breach pursuant to the terms of the Agreement, or any of Operator’s exclusive rights under the Agreement are no longer valid or enforceable as a matter of law (because of subsequent legislation, litigation, administrative action, or otherwise), then Owner shall refund to Operator an amount (“Reimbursement Payment”) calculated as follows:

$$\text{Reimbursement Payment} = \text{THE TOTAL AMOUNT OF Exclusivity Payments} \times \left( \frac{\# \text{ of months remaining in term of the Agreement}}{\text{total \# of months in term of the Agreement}} \right)$$

Owner must provide a W-9 Form within thirty (30) days of execution of this Addendum or be in automatic default and Operator is under no obligation to make the Exclusivity Payments.

The parties will hold the terms and conditions of this Addendum in confidence, and will not reveal the same to any person or entity except (i) with the written consent of the other party; (ii) to the extent necessary to comply with the valid order of a court of competent jurisdiction (in which case the party making the disclosure shall notify the other party and shall seek confidential treatment of such information); (iii) as

## CONFIDENTIAL

part of either party's standard reporting or review procedures to members, parent or affiliate corporations, auditors, financial and lending institutions, attorneys; (iv) to the limited extent necessary to disclose the terms of the agreement to a prospective purchaser of the interests and rights under this Addendum who has a bona fide interest in acquiring such rights and obligations through assumption hereof and is subject to the terms of a nondisclosure and confidentiality agreement with terms at least as restrictive as those set forth herein, or (v) as necessary to enforce its rights pursuant to this Addendum. All parties shall be directed to abide by the confidentiality provisions of this Addendum. Any unauthorized disclosure of the terms of this section by Owner shall render null and void the terms of this Addendum but not the Agreement, and Owner shall pay to Operator the Reimbursement Payment. This Addendum shall not be recorded.

The parties hereto, intending to be legally bound, have executed this Door Fee Addendum on the same date as the Agreement.

**OPERATOR**

Time Warner Cable Enterprises LLC

By: Charter Communications, Inc., its Manager

By: \_\_\_\_\_

Printed Name: Monty Gaden

Title: VP West Reg. Spectrum Community  
Solutions

Date: \_\_\_\_\_

**OWNER**

Housing Authority of the City of Oxnard

By: \_\_\_\_\_

Printed Name: Alexander Nguyen

Title: City Manager

Date: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_

Stephen M. Fischer  
Housing General Counsel

Date: \_\_\_\_\_

# CONFIDENTIAL

## MDU Courtesy Service Addendum

This Addendum between:

**Owner:** Housing Authority of the City of Oxnard

**and**

**Operator:** Time Warner Cable Enterprises LLC

This MDU Courtesy Service Addendum (this “Addendum”) is executed simultaneously with and shall operate to modify the Nonexclusive Installation and Service Agreement (the “Agreement”) with an Effective Date of January 15, 2019 between Owner and Operator. Except as specifically modified herein, all other terms and conditions of the Agreement shall remain unamended and in full force and effect. All capitalized terms shall have the same meaning as set forth in the Agreement.

For and in consideration of the mutual promises, covenants and agreements set forth below and in the Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Operator hereby grants to Owner the option to receive Courtesy Service (defined below) for the term of the Agreement.

### **MDU Courtesy Service:**

Operator shall provide [2.0] account(s) consisting of “Spectrum TV™ Select” (Digital) offered within Operator’s applicable Service Area, excluding premium channels, pay per view, and optional tiers of service to the specific address at the Premises listed below (“Courtesy Service”). As part of the Courtesy Service, Operator will provide, if applicable, one (1) set top box (“STB”) or other CPE per account without additional charge selected by Operator in its sole discretion.

Operator shall provide [2.0] account(s) consisting of Internet access service with the base speed offered within Operator’s applicable Service Area to the specific address at the Premises listed below (“Courtesy Service”). As part of the Courtesy Service, Operator will provide one (1) modem without additional charge per account selected by Operator in its sole discretion.

Courtesy Services shall include one (1) Standard Installation (as defined hereinafter) to one (1) outlet per account at a location in the Premises designated by Owner in writing. Such Courtesy Services shall not include any other services, equipment or CPE not specifically mentioned herein and shall not include charges attributable to non-standard installation costs. Standard installation shall mean installation of cable facilities and plant located up to one hundred and fifty (150) feet from the Operator’s activated feeder cable.

Following the execution of the Agreement and this Addendum, Owner must request in writing the activation of the Courtesy Service for the specific address at the Premises at least thirty (30) days

## CONFIDENTIAL

prior to such activation date. Operator will not grant any refunds or credits on any Courtesy Service.

Operator reserves the right, from time to time in its sole discretion to adopt and implement new, additional, modified or enhanced technology, features, CPE, modems, services or capabilities for the Courtesy Service at any time during the term of this Addendum.

Owner will be responsible for any equipment charges beyond the equipment provided as part of the Courtesy Service to each account, self-installation costs or damages and any lost equipment or damaged equipment charges. All other equipment charges (for example, high definition, digital video recorders, etc.) incurred by Owner shall be at retail rate per unit per month.

Address for Courtesy Service:

401 South C Street Oxnard, CA. 93030, Common areas

801 South C Street Oxnard, CA. 93030

Owner must provide a W-9 Form within thirty (30) days of execution of this Addendum or be in automatic default and Operator is under no obligation to provide the Courtesy Service.

Any outages in Courtesy Service shall not be considered a default unless such outage continues for a period of sixty (60) consecutive days and Operator fails to commence and pursue diligent efforts to correct the outage causing problem within such period of time and excluding all instances where such outage is caused by Owner, its agents, employees, contractors licensees, or invitees or any Force Majeure event as defined in the Agreement.

In the event that the reason for Courtesy Service ceases to exist, Operator ceases to receive or avail itself of such consideration as provided in the Agreement, or that the corporate policy of Operator changes such that Courtesy Services are no longer permitted as a form of consideration, Owner agrees that Operator may revoke such Courtesy Service without recourse. From that point in time, Operator shall have the right to bill Owner's account, and Owner will be responsible for paying the then-current standard prices for all Services being received. Notwithstanding anything to the contrary stated herein, Owner agrees that any rights to receive the Courtesy Services under this Addendum are subject to compliance with Operator's standard terms and conditions of service, including without limitation the obligation to remain current in payment for all Services subscribed to that are not provided to Owner through this Addendum. Failure to comply with Operator's standard terms and conditions of service will result in termination of this Addendum.

Owner agrees to comply with the terms of Operator's Acceptable Use Policy-Commercial Customers ("AUP"), as may be modified from time to time found at [www.spectrum.com/policies/residential-terms.html](http://www.spectrum.com/policies/residential-terms.html) (or the applicable successor URL) and that AUP is incorporated by reference into this Addendum.

Owner understands that its rights under this Addendum are not assignable and shall become void should the address change as contained herein.



## CONFIDENTIAL

The parties will hold the terms and conditions of this Addendum in confidence, and will not reveal the same to any person or entity except (i) with the written consent of the other party; (ii) to the extent necessary to comply with the valid order of a court of competent jurisdiction (in which case the party making the disclosure shall notify the other party and shall seek confidential treatment of such information); (iii) as part of either party's standard reporting or review procedures to members, parent or affiliate corporations, auditors, financial and lending institutions, attorneys; (iv) to the limited extent necessary to disclose the terms of the agreement to a prospective purchaser of the interests and rights under this Addendum who has a bona fide interest in acquiring such rights and obligations through assumption hereof and is subject to the terms of a nondisclosure and confidentiality agreement with terms at least as restrictive as those set forth herein, or (v) as necessary to enforce its rights pursuant to this Addendum. If any unauthorized disclosure is made by Owner and/or agent or representative thereof, the Operator shall have the option of pursuing any legal remedies available to it at law or in equity and/or terminating this Addendum and/or the Agreement. All parties shall be directed to abide by the confidentiality provisions of this Addendum. This Addendum shall not be recorded.

The parties hereto, intending to be legally bound, have executed this Addendum on the same date as the Agreement.

### OPERATOR

Time Warner Cable Enterprises LLC

By: Charter Communications, Inc., its Manager

By: \_\_\_\_\_

Printed Name: Monty Gaden

Title: VP West Reg. Spectrum Community  
Solutions

Date: \_\_\_\_\_

### OWNER

Housing Authority of the City of Oxnard

By: \_\_\_\_\_

Printed Name: Alexander Nguyen

Title: City Manager

Date: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_

Stephen M. Fischer

Housing General Counsel

Date: \_\_\_\_\_

## **BULK VIDEO SERVICE ADDENDUM**

### **[Multi Family with Senior Housing]**

The Nonexclusive Installation and Service Agreement (the “Agreement”) with an Effective Date of January 15, 2019, by and between (“Owner”) and Time Warner Cable Enterprises LLC (“Operator”) made with respect to the 569 units known as Housing Authority of the City of Oxnard, located at 435 South D Street, in OXNARD, CA (the “Premises”), is hereby amended by this Bulk Video Service Addendum (“Addendum”) to include the following and is otherwise confirmed in all respects, provided that the event of any conflict between the terms of the Agreement and those of this Addendum, the terms of this Addendum shall control. Unless otherwise specified herein, all capitalized terms shall have the same meaning as set forth in the Agreement.

1. Bulk Video Service. Operator and Owner agree to activate and provide the following service(s) to one (1) existing outlet in each residential unit of the Premises as specified herein excluding any CPE not specifically stated herein (the “Bulk Video Service”). Operator may change the CPE selection stated herein in its sole discretion:

- “Spectrum TV™ Select”

\* Operator’s current channel line-up is set forth in Exhibit A, attached hereto.

Listed Premium Service(s): N/A

2. No Resale. Owner shall not resell the Bulk Video Service or CPE in whole or in part or impose any incremental fee for the Bulk Video Service or CPE.

3. Bulk Video Service Monthly Fee. Operator shall bill and Owner shall pay monthly in advance for the Bulk Video Service (“Bulk Billing Fee”) based on the following calculation:

Bulk Billing Fee = \$ 8.00 per unit rate x 569 units at the Premises\*

Total Monthly Bulk Billing Fee = \$4,552.00

\*Total number of units at the Premises whether occupied or not: currently 569 units.

The Bulk Billing Fee excludes all applicable sales taxes, franchise fees, FCC regulatory fees, government license fees, copyright fees, any public educational and government (“PEG”) access fees, retransmission consent fees or costs, surcharges or rate increases imposed by programmers, any taxes, fees or assessments of general applicability imposed or assessed by any governmental entity or other fees which Operator may lawfully pass through to subscribers.

As part of this Addendum, Owner will provide a list of accurate addresses for each unit served as attached in Exhibit B.

Operator shall have the right to increase the Bulk Billing Fee by up to four percent (4%) each year beginning in January of the calendar year immediately after the execution of this Addendum unless this Addendum is executed by the parties in November or December, in which case Operator shall

not exercise such increase right until January of the following calendar year. Such increases may be cumulative if not taken in the previous year(s).

Operator, at its sole discretion, shall also have the right to increase or decrease the total number of units billed each year to match the actual number of units, common areas or other sites being served or to be served at the Premises. Nothing herein shall require Operator to expend funds to increase or decrease the number of units served but the parties may agree to expend funds for such purpose upon mutually acceptable terms and conditions. Upon request and in the event an annual increase in the total number of units or sites served will exceed twenty percent (20%), Operator shall provide documentation to Owner of the basis for such increase. Such increases may be cumulative if not taken in the previous year(s).

Subject to Section 5, Owner acknowledges that (i) it shall be responsible for paying Operator's standard equipment rental fees attributable to any CPE necessary for the reception and distribution of Services to the units on the Premises and (ii) it shall not take any action that would alter, modify or otherwise change the underlying signals comprising such Services.

Owner's failure to pay the Bulk Billing Fee or CPE rental fees, if any, in full by the balance due date of the month shall be a material breach of this Addendum, and Operator shall, in addition to any other remedies available to it, have the right at its sole option to (i) suspend the Bulk Video Services and/or any other services Operator may be providing to the Premises upon thirty (30) days' prior written notice and/or (ii) terminate this Addendum upon thirty (30) days prior written notice, in which event Owner shall be liable for immediate payment of its remaining Bulk Billing Fees and CPE rental fees through the expiration of the term hereof as if this Addendum had not been terminated. In addition, and without limitation, Operator shall be entitled to solicit and offer to the residents of the Premises ("Residents" or "Students") any of its Services (including without limitation those comprising the Bulk Video Services) on an individual subscription basis for the remainder of the Agreement Term without interference or objection from Owner, in which event Owner hereby ratifies and confirms all of Operator's rights under the Agreement.

Late fees will be charged to Owner in accordance with Operator's then current policies. Owner accepts sole responsibility for Bulk Billing Fees and any other fees due hereunder for the term of this Addendum and any renewal or extension thereof.

4. Additional Services; Marketing to Residents. Each Resident or Student shall have the option of purchasing from Operator additional services not included in the Bulk Video Services at his/her expense or as otherwise specified in Section 5. The Residents or Students shall be billed directly for any additional services so ordered and shall be responsible for additional equipment as specified in Section 5.

5. CPE. Operator will provide one (1) Set Top Box ("STB") per outlet with an existing television at no charge. Residents may at their option rent additional set top boxes ("STBs") at the normal monthly rental rates from Operator. Each Resident will be responsible for the return to Operator of all equipment provided in connection with services purchased from Operator in addition to the Bulk Video Services. Owner will use reasonable care to ensure return to Operator of all STBs left and or abandoned by Residents in units at the time of moving out of the Premises.

Owner will be responsible for the return to Operator of all STB/DTAs used or provided in connection with the Bulk Video Services purchased by Owner.

6. Additional Outlets Authorized. Owner hereby authorizes Residents to order (at their sole expense) and Operator to install, additional outlets in the individual dwelling units of the Premises. If Owner prohibits the installation of additional outlets, Owner accepts responsibility to notify Residents of this policy as part of their lease and property rules and regulations.

7. Bulk Term. This Addendum will remain in force for an initial term of 62 Months commencing on January 15, 2019 and terminating on May 30, 2024 (“Initial Term”). At the end of the Initial Term, or any successive term, this Addendum shall automatically renew for successive terms of one (1) year each unless either party gives written notice of its intent not to renew to the other party at least ninety (90) days before the expiration of the then-current term. In the event Owner terminates this Addendum as provided herein, Owner shall provide Operator at the time of termination a then-current Resident roster, including addresses that Operator can use to support its efforts to convert Residents to individually billed subscribers. In addition, if requested by Operator, Owner shall send or otherwise distribute to all Residents an Operator-supplied letter that informs each Resident of his/her new service options resulting from Owner’s termination of this Addendum.

8. Termination. If the Bulk Video Service arrangement set forth in this Addendum is terminated for any reason whatsoever, Operator may offer and provide any of the services comprising the Bulk Video Service to Residents on an individual subscription basis under the Agreement. The termination or expiration of this Addendum, for whatever reason, shall have no effect on the term of the Agreement or any terms and conditions thereof.

9. Effectiveness. This Addendum shall not be considered an offer and shall not be binding upon Operator until it is duly signed by both parties where indicated below.

10. Confidentiality. The parties will hold the terms and conditions of this Addendum in confidence, and will not reveal the same to any person or entity except (i) with the written consent of the other party; (ii) to the extent necessary to comply with the valid order of a court of competent jurisdiction (in which case the party making the disclosure shall notify the other party and shall seek confidential treatment of such information); (iii) as part of either party’s standard reporting or review procedures to members, parent or affiliate corporations, auditors, financial and lending institutions, attorneys; (iv) to the limited extent necessary to disclose the terms of the agreement to a prospective purchaser of the interests and rights under this Addendum who has a bona fide interest in acquiring such rights and obligations through assumption hereof and is subject to the terms of a nondisclosure and confidentiality agreement with terms at least as restrictive as those set forth herein, or (v) in order to enforce its rights pursuant to this Agreement. All parties shall be directed to abide by the confidentiality provisions of this Addendum. If any unauthorized disclosure is made by Owner and/or any agent or representative thereof, the Operator shall have the option of pursuing any legal remedies available to it at law or in equity and/or terminating this Addendum and/or the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions contained herein on the date indicated below.

**OPERATOR**

Time Warner Cable Enterprises LLC

By: Charter Communications, Inc., its Manager

By: \_\_\_\_\_

Printed Name: Monty Gaden

Title: VP West Reg. Spectrum Community  
Solutions

Date: \_\_\_\_\_

**OWNER**

Housing Authority of the City of Oxnard

By: \_\_\_\_\_

Printed Name: Alexander Nguyen

Title: City Manager

Date: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_

Stephen M. Fischer  
Housing General Counsel

Date: \_\_\_\_\_

**Exhibit A**

Bulk Video Service  
[www.spectrum.com](http://www.spectrum.com)

**Exhibit B**

Address List of Units served under this Addendum

(This page is intentionally blank.)





**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Info/Consent**  
**AGENDA ITEM NO.: 4**

**DATE:** January 15, 2019

**TO:** City Council

**FROM:** Rosemarie Gaglione  
Public Works Director

**SUBJECT:** Award Household Hazardous Waste Removal Agreement to Stericycle Environmental Solutions, Inc.

**CONTACT:** Rosemarie Gaglione, Public Works Director  
rosemarie.gaglione@oxnard.org, (805) 385-8055

**RECOMMENDATION:**

That City Council approve and authorize the Mayor to execute three-year Agreement No. A-8017 with Stericycle Environmental Solutions, Inc. to provide for the removal, transportation, recycling, and disposal of household hazardous waste for an amount not to exceed \$250,000 per year with a total contract amount of \$750,000.

**BACKGROUND**

Regulations from the California Department of Resources Recycling and Recovery (CalRecycle) and the California Department of Toxic Substances Control require that household hazardous waste material that is collected at permitted facilities such as the Del Norte Regional Recycling and Transfer Station (Del Norte) be continuously processed and removed from the premises within 90 days of collection, or the facilities are subject to fines or penalties.

On December 12, 2017, the Council approved Agreement No. A-7988 with Safety-Kleen Systems, Inc. in the amount of \$100,000 for a term that expired November 7, 2018. The agreement provided for the removal, transportation, recycling, and disposal of household hazardous waste material collected at Del Norte. The agreement was extended for both spending authority and extension of time to December 31, 2018, to complete a new bidding process.

**DISCUSSION**

Award Household Hazardous Waste Removal Agreement to Stericycle Environmental Solutions, Inc.

January 15, 2019

Page 2

On January 17, 2018, the City issued a formal request for bids (RFB) for the removal, transportation, recycling, and disposal of HHW material. The RFB was advertised in the Vida newspaper, the City of Oxnard website, and the Public Purchase website. Fifteen (15) firms received the bid notification, and two (2) firms responded with bids by the April 26, 2018, deadline. The chart below provides a comparison of the pricing offered by the two responding firms. The chart focuses on the HHW materials that are most commonly collected citywide and at Del Norte:

| <b>HHW Material</b>                             | <b>Unit</b>                 | <b>Stericycle</b> | <b>Safety-Kleen</b> |
|---|-----------------------------|-------------------|---------------------|
| Used Motor Oil                                  | 55 Gallon Drum              | \$103.52          | \$50.00             |
| Water Based Paint                               | 55 Gallon Drum              | \$180.00          | \$180.00            |
| Fluorescent Light Bulbs                         | Box of 37                   | No Charge         | No Charge           |
| Acid-Lead Auto, Motorcycle & Computer Batteries | Each                        | No Charge         | \$20.00             |
| Antifreeze                                      | 55 Gallon Drum              | \$50.00           | No Charge           |
| Mixed Household Cleaners                        | 55 Gallon Drum              | \$110.00          | \$165.00            |
| Aerosol Cans                                    | 55 Gallon Drum              | \$170.00          | \$225.00            |
| Toxic Liquid Generic Profile                    | 55 Gallon Drum              | \$292.00          | \$475.00            |
| Natural Gas Propane Tanks                       | 5 to 15 Gallon Propane Tank | \$15.75           | \$190.00            |
| Mixed Alkaline Batteries                        | 15 Gallon Drum              | \$280.00          | \$180.00            |
| Empty 55 Gallon Poly Drum, (Supply)             | Each                        | \$45.00           | \$50.00             |
| Totals  |                             | \$1,246.27        | \$1,535.00          |

Stericycle and Safety-Kleen have previously provided HHW service at Del Norte. Both firms offer competitive pricing on several of the most commonly collected HHW materials as shown in the table above. Those items constitute approximately 90 percent of the materials collected at Del Norte. Based on the bid results, staff recommends that Stericycle be awarded the three-year term contract for HHW material removal, transportation, recycling and disposal, for an annual amount of not to exceed \$250,000 per year with a total contract value of \$750,000.

The agenda item came before the Utility Task Force (UTF) on December 6, 2018. The UTF authorized staff to proceed to the City Council with the agreement.

## **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:

Award Household Hazardous Waste Removal Agreement to Stericycle Environmental Solutions, Inc.

January 15, 2019

Page 3

Goal 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

### **FINANCIAL IMPACT**

There are sufficient funds budgeted in FY 2018-19 (Account No. 631-6301-842-8209) in the Solid Waste Operating Fund to cover the estimated FY18-19 cost of \$125,000 for this service. The costs of the contract associated with future fiscal years will be included in future recommended budgets.

*Prepared by Grant Dunne, Management Analyst III.*

### **ATTACHMENTS:**

Attachment A - Stericycle Environmental Solutions Agreement A-8107

**AGREEMENT FOR TRADE SERVICES  
COVER PAGE**

- (1) Agreement Start Date: November \_\_\_\_, 2018
- (2) Vendor: Stericycle Environmental Solutions, Inc.
- (3) Services: Vendor shall provide all labor, materials and equipment for the collection, removal, transport, recycling and disposal containment of Recyclable Household Hazardous Waste (RHHW). The Vendor shall collect, remove and transport RHHW from the Del Norte Regional Recycling and Transfer Station (Del Norte) to recycling disposal areas per the Scope of Services Exhibit.
- (4) Schedule of Services: On-call schedule for the collection, removal, transport, recycling and disposal containment of RHHW.
- (5) Agreement Ending Date: November 7, 2021
- (6) Total Agreement Amount: \$750,000 (Nov. 2018 – Nov. 2021).
- (7) City's Project Manager: James Torrez, Interim Materials Recovery Facility (MRF) Manager
- (8) Vendor's Project Manager: Luis Perez, Project Manager
- (9) Insurance Coverage: INS-D (includes Pollution Legal Liability)
- (10) What wages are required for this Project?
- ☒ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.  
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.  
☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.  
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.
- (11) Addresses for Notice:
- |   |   |
|---|---|
| <p><i>FOR VENDOR:</i></p> <p>2490 West Pomona Blvd.,<br/>Pomona, CA 91768<br/>Attn: Luis Perez, Project Manager</p> | <p><i>FOR CITY:</i></p> <p>111 South Del Norte Boulevard<br/>Oxnard, CA 93030<br/>Attn: James Torrez, Interim MRF Manager</p> |
|---|---|
- (12) Contact Emails:
- |  |  |
|--|--|
| <p><i>VENDOR'S PROJECT MANAGER:</i></p> <p>luis.perez@stericycle.com<br/>jennifer.wagner@stericycle.com,</p> | <p><i>CITY'S PROJECT MANAGER:</i></p> <p>james.torrez@oxnard.org</p> |
|--|--|

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:

- |  |   |
|--|---|
| <p><input checked="" type="checkbox"/> Scope of Services Exhibit</p> <p><input checked="" type="checkbox"/> Rates and Costs Exhibit</p> <p><input checked="" type="checkbox"/> Insurance Exhibit (INS-D)</p> | <p><input checked="" type="checkbox"/> Living Wage Policy Exhibit</p> <p><input type="checkbox"/> Prevailing Wages Exhibit</p> <p><input type="checkbox"/> Schedule of Services Exhibit</p> |
|--|---|

## 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**

**STERICYCLE ENVIRONMENTAL SOLUTIONS, INC.**

☒ Tim Flynn, Mayor<sup>1</sup> \_\_\_\_\_ Date \_\_\_\_\_  
☐ Alexander Nguyen, City Manager  
☐ Lisa Boerner, Purchasing Manager  
☐ [name], Buyer

\_\_\_\_\_  
 Marc Scott,  
 Vice President of Sales \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
 Fritz Breisch,  
 Chief Financial Officer \_\_\_\_\_ Date \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

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

<sup>1</sup> The City Council must authorize and the Mayor must sign any agreement over \$175,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$175,000 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.

**SCOPE OF SERVICES EXHIBIT**

**Hazardous Waste Transportation:** The Vendor shall load Recyclable Household Hazardous Waste (RHHW) designated for shipment (i.e., full drums, cubic yard boxes, etc.) into Vendor's truck. Vendor shall be licensed with the State of California Department of Toxic Substances Control and must have all necessary federal, state and local permits and approvals. Vendor's drivers, vehicles and equipment used to transport program (?) hazardous waste shall be certified for use in handling and transporting hazardous waste.

The Vendor shall transport all RHHW to pre-designated recycling, treatment or disposal facilities in accordance with federal, state and local laws and regulations. These facilities shall be licensed by the resident state and the United States Environmental Protection Agency. Facilities located within the State of California must be licensed by the State Department of Toxic Substances Control.

Non-conforming RHHW may be rejected by Vendor. Title, risk of loss and all other incidents of ownership to non-conforming RHHW shall remain at all times with the City (the generator). RHHW shall be considered non-conforming if it is not properly packaged, labeled or has constituents, characteristics or properties not disclosed on the Waste Profile. The City shall pay Vendor for the handling, transporting, storing and caring for and, if applicable, disposing of such non-conforming RHHW. Notwithstanding anything to the contrary, the City shall be responsible for any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys' fees) which Contractor may hereafter incur, or pay out arising out of or related to non-conforming RHHW.

**Manifesting:** At Vendor's expense, manifests, bills of lading and markings shall be pre-printed with generator information and the Department of Transportation (D.O.T) description. City staff will review drum markings, labels and manifests prior to signing manifest and shipping RHHW. Vendor is responsible for providing proper D.O.T. placard of vehicle at time of shipment.

Vendor shall efficiently and correctly complete manifest of materials, complying with and satisfying, requirements such as:

- California Code of Regulations, Title 22
- Code of Federal Regulations, Title 40 and Title 49
- California Department of Toxic Substance Control
- U.S. EPA permitted disposal facility requirements for receiving hazardous materials
- Certified Unified Program Agency

**Weighing RHHW:** The Vendor shall weigh all RHHW. That net weight shall be listed on all manifests and bills of lading and included on all required reports, including CalRecycle Form 303 (excluding tare weight i.e., poly drums, pallets, cylinders, etc.) as provided by scale having current certification, as appropriate and necessary.

**RHHW Destination Facilities:** Vendor shall provide a list of facilities that accept RHHW for reclaiming or recycling disposal. Vendor shall include disposal site name, mailing and facility address, phone number and types of RHHW accepted at each facility. Vendor shall list all necessary operation permits, indicate the permit status for each facility and number of violations in the past the three (3)

years. During the term of the Agreement, if the Vendor substitutes any facility on the list, Vendor shall notify the City within thirty (30) days and provide the Project Manager with the new facility information. The City reserves the right to audit or inspect any of the listed facilities to ensure their compliance.

The Vendor shall warrant that Vendor-owned, or approved for use, storage and/or treatment/disposal facilities are currently licensed and permitted at time of receipt of City's RHHW. In the event that a storage/treatment facility has lost its permitted status during the term of the Agreement, the Vendor shall promptly notify the City of such loss and work in good faith with the City to secure appropriate disposal capacity through other facilities. The Vendor shall disclose its ownership or financial interest in any storage, treatment or disposal facility proposed or used by the City.

**RHHW Management Preferences:** The Vendor shall follow, in order of preference, the City's RHHW management preferences for recycling options: (1) reuse, (2) recycling, (3) energy recovery, (4) treatment, (5) incineration and/or (6) landfill/stabilization. The Vendor shall recycle RHHW whenever feasible. The City aims to reflect the waste disposal hierarchy established by the State of California as much as possible. This hierarchy calls for source reduction and reuse first, then recycling and reclamation whenever feasible. Environmentally sound incineration and hazardous waste landfill disposal are considered the least desirable options. It is the City's intent to recycle, process, treat, minimize and consolidate as much RHHW as possible before shipment for final disposal. Recycling, energy recovery, and treatments are preferred methods of disposal because they are less likely to result in long-term liability.

The Vendor shall recycle easily recyclable materials and demonstrate that efforts are made to recycle more difficult materials. The City will be responsible for using abovementioned selected methods of disposal for each waste stream. In the event RHHW is not managed in accordance with the City's selected recycling methods, the Vendor shall pay liquidated damages in the amount of one thousand dollars (\$1,000) per 55 gallon drum.

**Certificates and Documentation:** The Vendor shall provide appropriate documentation certificates and records as required by applicable federal, state and local laws and regulations. All documentation shall be completed clearly, correctly and legibly. Copies of any manifest attachments shall be provided to the Project Manager at the time of transport. Documentation submittals for all work shall include but not be limited to:

- Bills of lading or non-hazardous waste manifests
- Hazardous waste manifests and continuations sheets
- Labpack inventory sheets
- Certificates of destruction, decontamination, disposal and/or recycling
- Monthly and annual CalRecycle Form 303
- Event summary reports

Appropriate copies of the documentation listed above shall be furnished to the City's Project Manager at the time of waste shipment or at a time mutually agreed upon in writing by the City and Vendor.

If required by the City's Project Manager, the Vendor shall provide reconciliation of manifests and a letter of explanation for any shipping or manifest discrepancies.

The Vendor shall furnish closed originals of all uniform (and non-hazardous) waste manifests, signed by a duly authorized representative of the receiving treatment, storage and disposal facility, to the City's Project Manager within thirty (30) calendar days of RHHW shipment.

At all times during the transportation, storage and disposal of RHHW managed under this Agreement, the Vendor shall know the location, condition and status of each item managed. Upon request, the Vendor shall make this information available in written progress reports to the City's Project Manager. The progress reports shall include a listing of items removed, referenced by identification and uniform hazardous waste manifest numbers. The reports shall contain a description of the location and status of RHHW on the date of the progress report.

**Reporting:** The Vendor shall complete CalRecycle Form 303 for each fiscal year and submit it to the City by September 30. The Vendor shall provide the information through electronic mail in a format approved by the City. The Vendor shall provide quarterly reports, including tables and charts depicting the amounts and types of RHHW categories collected and management methods of materials collected. Vendor shall provide the City with certificates of recycling and treatment and/or certificates of destruction within 30 days upon the City's request.

**Spill Prevention and Clean Up:** The Vendor shall only use methods, equipment and practices required by all federal, state and local laws and regulations, as well as industry recommended and approval methods, equipment and practices, to ensure that no discharges, releases, spills or leakage occur during the loading, transportation, storage and disposal of RHHW managed under this Agreement.

In the event of a discharge, release, spill or leakage of RHHW during loading, transportation, storage or disposal of wastes, the Vendor shall take immediate action to protect human health and the environment. At no expense to the City, the Vendor shall be fully responsible for the remediation and clean-up any such discharge, release, spill or leakage, in accordance with all applicable federal, state and local laws and regulations.

Should any accident or incident occur that results in any discharge, release, spill or leakage, the Vendor shall notify the City's Project Manager by telephone or in person as soon as practicable, after the immediate emergency measures have been undertaken. The Vendor shall notify and report the event to the appropriate regulatory or emergency response agencies, as required under federal, state, and local laws and regulations, .

At its discretion, the City may decide the actions to be taken, should any discharge, release, spill or leakage of RHHW occur during loading and/or transportation activities on City property. The Vendor shall compensate the City for any costs incurred for response to any discharge, release, spill or leakage of RHHW occurring on City property during unloading vehicles, loading, packaging and/or transportation activities caused by Vendor's negligence. If requested by the City, the Vendor shall furnish the City's Project Manager with a detailed written report describing any discharge, release, spill or leakage of hazardous wastes during transportation, storage or disposal of RHHW.

The Del Norte Station RHHW Drop-Off Center is outdoors. The Vendor shall protect the collection area from any runoff of residual materials or spills.

**Regulatory Requirements:** The Vendor is responsible for keeping up to date on all regulations

pertaining to the management of RHHW. The Vendor must be thoroughly knowledgeable on the requirements of the Department of Resources Recycling and Recovery (CalRecycle) programs, such as the Battery and Paint Stewardship Acts and regulations and policies relating to the environmentally sound management and recycling of RHHW.

**Monthly Invoice:** Vendor shall send a monthly invoice to City for Vendor's cost of loading, transport and delivery of RHHW to licensed and permitted recycling centers. The monthly invoice shall itemize types, quantities and unit costs of RHHW and dates of service. The invoice shall include all labor, supervision, equipment, materials, supplies, fees, permits, transportation and any other cost directly or indirectly relating to the work. City shall pay Vendor within thirty (30) days of receiving monthly invoice.

**Safety Practices:** Vendor shall follow all City operational and safety practices while providing service at the Del Norte Facility. Vendor shall comply with all City policies, procedures and practices regarding traffic safety and the wearing of personal protective equipment, such as hard hats, safety-vests, safety glasses, gloves and safety footwear.

**Household Battery Collection:** Once a month, or as requested by the Project Manager, Vendor shall pick-up batteries from collection points at satellite locations within the City, such as City Hall, the Public Safety Building, the Municipal Service Center, the Corporate Yard and other buildings and facilities owned and operated by the City,.



## RATES AND COSTS EXHIBIT

| Containerized Waste Service           | Type of Container         | Price Per Container                      |
|---------------------------------------|---------------------------|--|
| 4' Fluorescent Bulb                   | Per Box of 37<br>Per Bulb | \$0.00 "No Charge"\$0.00 "No Charge"     |
| 8' Fluorescent Bulb                   | Per Box of 37<br>Per Bulb | \$0.00 "No Charge"<br>\$0.00 "No Charge" |
| Metal Halide Bulb                     | Per Bulb                  | \$4.00 (\$25 minimum)                    |
| Oil Based Paint Waste                 | 55 gallon drum            | \$185.00                                 |
| Water Based Paint Waste               | 55 gallon drum            | \$180.00                                 |
| Mixed Solvent/Sludge Waste            | 55 gallon drum            | \$185.00                                 |
| Absorbent Waste                       | 55 gallon drum            | \$110.00                                 |
| Aerosols Cans                         | 55 gallon drum            | \$170.00                                 |
| Mixed Household Cleaner Waste         | 55 gallon drum            | \$110.00                                 |
| Antifreeze                            | 55 gallon drum            | \$50.00                                  |
| Mixed Alkaline Batteries Waste        | 15 gallon drum            | \$110.00                                 |
| Used Oil,                             | 55 gallon drum            | \$103.52                                 |
| Drained Oil Filters                   | 55 gallon drum            | \$103.52                                 |
| Propane Cylinders Camping Stoves      | Each                      | \$15.75 (20 lb. minimum)                 |
| Natural Gas Propane Tanks             | 5 to 15 gallon tank       | \$15.75                                  |
| Misc. Non Propane Gas Tanks           | Each                      | Cost + 10%                               |
| Vacuum Truck Service                  | Hour Rate                 | \$115.00                                 |
| Oily Water/Clarifier Pit Waste 10-30% | Per Gallon                | \$1.25                                   |

|   |                |                                |
|---|----------------|--------------------------------|
| <b>Solid</b>  |                |                                |
| Acid-Lead Batteries   | Auto           | \$0.00 per battery "No Charge" |
|   | Motorecycle    | \$0.00 per battery "No Charge" |
|   | Computer       | \$0.00 per battery "No Charge" |
| Oxygen cylinder, medium                                     | Each           | \$25.00                        |
| Acetylene cylinder, large                                   | Each           | \$50.00                        |
| Helium cylinder, 5 gallon                                   | Each           | \$25.00                        |
| Methylacetylene (propyne) and propadiene gas, medium        | Each           | \$25.00                        |
| Carbon dioxide cylinder, medium                             | Each           | \$25.00                        |
| Non-Resource Conservation and Recovery Act Liquids lab pack | 55 Gallon Drum | \$104.00                       |
| Lithium ion batteries, non-universal                        | Per Pound      | \$5.25 (10 pound minimum)      |
| Ni-cad batteries, dry, universal waste                      | Per Pound      | \$1.42 (35 pound minimum)      |
| <b>Labor Charges for specialized service</b>                |                |                                |
| Chemist for any repacking of drums                          | Per Hour       | \$96.00                        |
| Technician for any repacking of drums                       | Per Hour       | \$96.00                        |
| Driver for any loading time greater than 1 hour             | Per Hour       | \$42.00                        |
| Hazardous Characterization of unknowns                      | Each           | \$30.00                        |
|   |                |                                |

| Supply Charges                         |                                 |          |
|--|---------------------------------|----------|
| 55 gallon poly drum, new               | Each                            | \$45.00  |
| 30 gallon poly drum, new               | Each                            | \$30.00  |
| 15 gallon poly drum, new               | Each                            | \$20.00  |
| 5 gallon poly drum, new                | Each                            | \$10.00  |
| Cubic yard box                         | Each                            | \$60.00  |
| Vermiculite, 3 cubic yard              | Each                            | \$20.00  |
| 4 foot fluorescent barrels (slide-top) | Each                            | \$50.00  |
| 8 foot fluorescent barrels (slide-top) | Each                            | \$50.00  |
| 4 foot straight fluorescent tube boxes | Each                            | \$30.00  |
| 8 foot straight fluorescent tube boxes | Each                            | \$40.00  |
| Household Battery Collection Service   | Per Stop at City site locations | \$125.00 |

## INSURANCE EXHIBIT

### INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

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.

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

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;"

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.

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

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (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](mailto:cityofoxnard@ebix.com)  
Via Fax: 678-259-1007

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.

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

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.

## Agreement No. A-8017

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.

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

**INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS*****Certificates of Insurance***

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

***Endorsement Forms***

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

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

## 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](mailto: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

## POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from)

LOSS ADJUSTMENT EXPENSE ☐

(to)

Included in Limits

☐ In Addition to Limits

Telephone:

NAMED INSURED

☐ Deductible ☐ Self-Insured Retention (check which) of \$ \_\_\_\_\_  
 with an Aggregate of \$ \_\_\_\_\_ applies to \_\_\_\_\_  
 coverage. ☐ Per Occurrence ☐ Per Claim (which)

**APPLICABILITY** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

## TYPE OF INSURANCE

## GENERAL LIABILITY

☐ COMMERCIAL GENERAL LIABILITY☐ 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☐ \_\_\_\_\_☐ \_\_\_\_\_

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

Attn: Insurance Compliance

Reference No. \_\_\_\_\_

P.O. Box 100085 - OX

Duluth, GA 30096

Via Email: [cityofoxnard@ebix.com](mailto: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 \_\_\_\_\_

SUBMIT IN DUPLICATE



Agreement No. A-8017

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT  
FOR THE CITY OF OXNARD (the "City")**

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

**POLICY INFORMATION:**

Insurance Company:  
 Policy No.:  
 Policy Period: (from) (to)  
 LOSS ADJUSTMENT EXPENSE ☐ Included in Limits  
☐ In Addition to Limits

Telephone:

NAMED INSURED

☐ Deductible ☐ Self-Insured Retention (check which) of \$ \_\_\_\_\_  
 with an Aggregate of \$ \_\_\_\_\_ applies to \_\_\_\_\_  
 coverage. ☐ Per Occurrence ☐ Per Claim (which)

**APPLICABILITY.** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

**TYPE OF INSURANCE**

- ☐ 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

Attn: Insurance Compliance

Reference No. \_\_\_\_\_

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: [cityofoxnard@ebix.com](mailto: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 \_\_\_\_\_

**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.

**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.

**SCHEDULE OF SERVICES EXHIBIT**

Vendor shall provide Services during scheduled business hours Monday through Saturday from 8:00 a.m. to 4:00 p.m. on an on-call basis upon the request of the City. Vendor shall return service calls or emails within twenty-four (24) hours of the initial call or email from the City. Vendor shall schedule the collection of RHHW for transport and delivery to a specialized recycling center within forty-eight (48) hours of the initial call or email upon request of City.

The City does not guarantee Vendor any minimum or maximum amount RHHW that the City and Vendor agree to in this Agreement. City shall provide access to Vendor for loading RHHW into their transport vehicle. Vendor shall be excused for delays resulting from causes beyond the control of Vendor. The denial of Services by the Vendor may be interpreted as nonperformance and breach of the Agreement.

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**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Info/Consent**

**AGENDA ITEM NO.: 5**

**DATE:** January 15, 2019

**TO:** City Council

**FROM:** Rosemarie Gaglione  
Public Works Director

**SUBJECT:** Approve Budget Appropriation to Fund Agreement for Storm Drain Excluders.

**CONTACT:** Rosemarie Gaglione, Public Works Director  
rosemarie.gaglione@oxnard.org, (805) 385-8055

**RECOMMENDATION:**

That City Council approve a budget appropriation in the amount of \$74,753 from the General Fund Reserve to provide funding for the installation of full capture treatment systems (excluders) in the City of Oxnard storm drain catch basins.

**BACKGROUND**

The City of Oxnard occupies the western edge of the Oxnard Plain, a flat, fertile land noted for its agricultural produce. Many large open-channel conveyances transport stormwater and urban runoff to major waterbodies, including Nyeland Drain, Sturgis Drain, and Fifth Street Drain, which then drain into the Revolon Slough/Beardsley Wash branch of the Calleguas Creek Watershed. These three channels are listed by the Regional Water Quality Control Board (Board) as impaired due to trash and are subject to the Calleguas Creek Trash Total Maximum Daily Load (TMDL).

On June 7, 2007, the Board adopted Resolution No. R4-2007-007, amending the Basin Plan to incorporate a TMDL for trash in Revolon Slough and Beardsley Wash. As required by the adopted Resolution, the City of Oxnard is required to implement programs for TMDL compliance for both non-point and point source dischargers. In 2008, the City submitted the Trash Management and Monitoring Program (TMMP) and implemented a trash abatement program known as a Minimum Frequency of Assessment and Collection (MFAC) to comply with non-point source TMDL requirements.

## Approve Budget Appropriation to Fund Agreement for Storm Drain Excluders

January 15, 2019

Page 2

### **DISCUSSION**

Public Works Department staff has determined that 108 catch basins will need to be retrofitted with full capture excluders in order to meet the point source discharge requirements in the Revolon Slough and Beardsley Wash. The installation of the excluders was bid as a public works project. Staff determined the lowest responsive bidder was United Storm Water Inc. with a bid of \$68,367. The second bidder, Ocean Blue Environmental Services, Inc. submitted a bid of \$138,135. A contract can be administratively awarded, but only if the City Council first approves this appropriation request. Staff is requesting an appropriation of \$74,753 for the contract and project contingencies, which are less than 10 percent of the contract amount.

### **STRATEGIC PRIORITIES**

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

### **FINANCIAL IMPACT**

To fund the storm drain excluders, including contingencies, an appropriation of \$74,753 is required from the General Fund Reserve. The estimated FY 2018-19 General Fund Undesignated / Unassigned Fund Balance will be \$15.56 million or 11% operating reserve. The Storm Drain Fund (114) has minimal sources of revenue and, at this time, is dependent on the General Fund to subsidize necessary costs such as this contract.

*Prepared by Jan Hauser, Wastewater Manager.*

### **ATTACHMENTS:**

BA - Storm Drain Excluders - Staff Report 2436 - 1.15.19



# REQUEST FOR BUDGET APPROPRIATION

**Department:** Storm Water Mgmt  
**Project/Program**  
**Manager:** Jan Hauser

**Date:** January 15, 2018  
**Phone:** 271-2205

**Reason for Appropriation:**

Appropriate General Fund Reserve & transfer to Storm Water Fund in order to finance storm drain excluders as required by State permit.

**Accounts and Descriptions**

**AMOUNT**

**Fund: General Fund (101)**

**Expenditures/Transfers Out**

**RESERVE & TRANSFER (1002)**

101-1002-808.87-36 TRANSFERS - OUT / TSFR TO STORMWATER FD 114 74,753

Sub-total Expenditures 74,753

**Net Change to Fund Balance 74,753**

**Fund: Storm Water Fund (114)**

**Revenues/Transfers In**

**Storm Water Mgmt Non-Program (1001)**

114-1001-711.79-01 OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUN 74,753

Sub-total Revenues 74,753

**Expenditures/Transfers Out**

**enter division or project name and number here**

114-3502-804-82.09 CONTRACTS AND SERVICES / SVCS-OTHER PROF/CONTRACT 74,753

Sub-total Expenditures 74,753

**Net Change to Fund Balance 0**

**Net Appropriation Change 149,506**

**Approvals**

Department Director \_\_\_\_\_

Chief Financial Officer \_\_\_\_\_

City Manager \_\_\_\_\_

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**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Info/Consent**

**AGENDA ITEM NO.: 6**

**DATE:** January 15, 2019

**TO:** City Council

**FROM:** Rosemarie Gaglione  
Public Works Director

**SUBJECT:** First Amendment to the Trade Services Agreement with Mac Valley Oil Company to Deliver Gasoline and Diesel Fuels to City Sites.

**CONTACT:** Rosemarie Gaglione, Public Works Director  
rosemarie.gaglione@oxnard.org, (805) 385-8055

**RECOMMENDATION:**

That City Council approve and authorize the Mayor to execute a First Amendment to agreement 8284-18-PW with Mac Valley Oil Company to extend the end date to June 30, 2019, and to approve a not to exceed amount of \$1,554,000.

**BACKGROUND**

On July 1, 2015, the City issued a request for bids (RFB) for the delivery of bulk fuel (unleaded gasoline, clear diesel and red dye diesel), lubricants and antifreeze to City facilities operated by the Fire Department, Public Works Fleet Services Division, Public Works Wastewater Division, Public Works Environmental Resources Division and the River Ridge Golf Course. In accordance with the terms of the bid specifications, the City entered into separate purchase orders for the bulk fuel and the lubricants/antifreeze based on lowest bids received.

On December 8, 2015, the City Council approved Blanket Purchase Order (BPO) No. 5640 with Mac Valley Oil Company for bulk delivery of unleaded gasoline and diesel fuel for the 2016 calendar year with a not to exceed amount of \$514,000. The first revision to the blanket purchase order was approved on October 25, 2016, extending the BPO to June 30, 2018, with a new not to exceed amount of \$1,354,000.

Since this procurement includes on site delivery of hazardous materials (fuel), a purchase order was not the correct instrument of purchase, so on June 26, 2018, Council approved a trade

First Amendment to the Trade Services Agreement with Mac Valley Oil Company to Deliver Bulk Fuel  
January 15, 2019  
Page 2

services agreement (TSA) for this purpose. The TSA incorporates the BPO and provides requirements of the vendor necessitated by the hazardous materials delivery. The recommendation requested an extension of the terms of Blanket Purchase Order No. 5640 through Trade Services Agreement No. 8284-18-PW and added an additional \$200,000 to the Blanket Purchase Order for combined spending authority of \$1,554,000.

## **DISCUSSION**

At the time the Trade Services Agreement was prepared, staff inadvertently substituted the \$200,000 figure into the compensation clause rather than the amount of \$1,554,000. This Amendment seeks to remedy that error. To ensure continued fuel delivery, Agreement No. 8284-18-PW requires an amendment extending the agreement to June 30, 2019.

## **STRATEGIC PRIORITIES**

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

## **FINANCIAL IMPACT**

Adequate spending authority is available in the Council approved Blanket Purchase Order 5640 in the amount of \$800,000. Funds are available in annual budgets to purchase fuel.

*Prepared by Brian Yanez, Assistant Public Works Director.*

## **ATTACHMENTS:**

Attachment A - First Amendment

Attachment B - Agreement

Attachment C - BPO 5640

Agreement No. 8284-18-PW

**FIRST AMENDMENT TO TRADE SERVICES AGREEMENT**

This First Amendment ("First Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and Mac Valley Oil Company ("Vendor"). This First Amendment amends the Agreement entered into on June 26, 2018, by City and Vendor.

City and Vendor agree as follows:

1. In Section 3 of the Agreement, the date "December 31, 2018," is hereby amended to "June 30, 2019."
2. In Section 4 of the Agreement, the not to exceed amount of "\$200,000" is hereby amended to "\$1,554,000."
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

**Comment [SK1]:** Enter "FIRST," "SECOND," or whatever number of amendment this is in all capital letters.

**Comment [SK2]:** Enter type of agreement in all capital letters.

Example: TRADE SERVICES AGREEMENT

**Comment [SK3]:** Insert "First," "Second," or whatever number of amendment this is. This should be the same number as you wrote in the very first blank you filled in. The word should start with a capital letter but otherwise use lowercase letters.

**Comment [SK4]:** Insert "First," "Second," or whatever number of amendment this is. This should be the same number as you wrote in the very first blank you filled in. The word should start with a capital letter but otherwise use lowercase letters.

**Comment [SK5]:** Enter type of agreement in all lowercase letters.

Example: trade services agreement

**Comment [SK6]:** Insert date of entering into amendment using an ordinal number.

Example: this 28<sup>th</sup> day of August, 2030

**Comment [SK7]:** Enter full legal name of Consultant, Contractor or Vendor. If this is an entity doing business under another name, write the actual real name d.b.a. the fictitious name. Make sure this is the same as whatever is used in the agreement and in all prior amendments. After that, in parentheses, write the type of entity it is: Consultant, Contractor or Vendor. Make sure the first letter of this word is capitalized and is the same as whatever is used in the agreement.

Example: Designus, LLC d.b.a. Amazing Architects, LLC ("Consultant")

**Comment [SK8]:** Insert "First," "Second," or whatever number of amendment this is. This should be the same number as you wrote in the very first blank you filled in. The word should start with a capital letter but otherwise use lowercase letters.

**Comment [SK9]:** Enter date of original agreement. This should be the date the agreement was entered into. Most of our contracts state, just before all the signatures: "the parties hereto have executed the Agreement on the date first written above." So, in such a contract, you would use the first date that is written in the contract.

**Comment [SK10]:** Write the type of entity it is: Consultant, Contractor or Vendor. Make sure the first letter of this word is capitalized and is the same as whatever is used in the agreement and what you used above.

**Comment [SK11]:** Write the type of entity it is: Consultant, Contractor or Vendor. Make sure the first letter of this word is capitalized and is the same as whatever is used in the agreement and what you used above.

**Comment [SK12]:** This is for changing a date, name, license number, agreement amount, license classification, address, contact name or email.

Example: The date in Section 5 of the Cover Page

ENTER FIRST AMENDMENT TO TRADE SERVICES AGREEMENT (V-08/20/18)

## Agreement No. 8284-18-PW

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

## CITY OF OXNARD

## MAC VALLEY OIL COMPANY

☐ Tim Flynn, Mayor<sup>1</sup> \_\_\_\_\_ Date  
☐ Alexander Nguyen, City Manager  
☐ Lisa Boerner, Purchasing Manager  
☐ Buyer \_\_\_\_\_

Peter Hong, President \_\_\_\_\_ Date

Chris Do, Controller \_\_\_\_\_ Date

ATTEST:

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

APPROVED AS TO FORM:

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

**Comment [SK13]:** Enter full legal name of Consultant, Contractor or Vendor. Make sure the entire name is capitalized and is the same as whatever is used in the agreement, in all prior amendments and in what you used above.

**Comment [SK14]:** Write the full legal name of the signer and his or her official title. For a corporation, this must be the Board President, Board Vice President, or CEO. For an LLC, this must be a person with the title of Manager. For a partnership, this must be a person with the title of Partner, and if the partnership is a limited partnership, the signer must have the title of General Partner. If the company wants someone else to sign, please submit to the City Attorney legally-binding documentation stating who can sign and bind the company.

**Comment [SK15]:** Fill in the name of the Buyer (Patricia Garcia, Marisela Hart or

**Comment [SK16]:** Write the full legal name of the signer and his or her official title. For a corporation, this must be the Board Secretary (not any secretary), Board Assistant Secretary, CFO or Assistant Treasurer. For an LLC, this must be a person with the title of Manager. For a partnership, this must be a person with the title of Partner, and if the partnership is a limited partnership, the signer must have the title of General Partner. If the company wants someone else to sign, please submit to the City Attorney legally-binding documentation stating who can sign and bind the company.

<sup>1</sup> The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$175,000 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 \$175,000 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.

**AGREEMENT FOR TRADE SERVICES  
(INCLUDES LIVING WAGE REQUIREMENTS  
EFFECTIVE ON 7/1/17)**

THIS AGREEMENT FOR TRADE SERVICES ("**Agreement**") is entered into in Ventura County, California, this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Oxnard ("**City**") and Mac Valley Oil Company ("**Vendor**"), subject to the following terms and conditions:

1. Vendor shall provide to City the following services, including providing all labor, materials and equipment therefor: delivery of bulk unleaded gasoline and diesel fuel to various City locations, in accordance with **Exhibit A** (Schedule and Scope of Services), which is attached hereto and incorporated herein by this reference (the "**Services**").

2. Vendor shall provide the Services during the term of this Agreement, as set forth in Section 3 below. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on the date first written above, and shall end on December 31, 2018 ("**Agreement Term**"). City may terminate this Agreement at any time, with or without cause and without penalty, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for the Services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

4. City shall pay Vendor an amount not to exceed \$200,000 for the Services performed during the term of this Agreement, in accordance with **Exhibit B** (Rate Schedule), which is attached hereto and incorporated herein by this reference. 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. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors 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, its employees, subcontractors, agents and sub-vendors. 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.

5. Vendor shall compensate all of its employees in accordance with the City's 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 **Exhibit C**. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2018, 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, Riverside, Orange County 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.

6. a. To the fullest extent permitted by law, Vendor shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") 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 are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Vendor's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

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 Indemnified Party 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 the Indemnified Party shall not relieve Vendor from its separate and distinct obligation to defend the



Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, 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 the Indemnified Party shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

7. 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 work is being performed.

8. a. Vendor shall obtain and maintain during the performance of the Services under this Agreement the insurance coverages specified in **Exhibit INS-C**, attached hereto and incorporated herein by reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages.

b. Vendor shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-C**.

c. 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 evidence of renewal may be considered a material breach of this Agreement.

9. In performing the Services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

10. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

11. 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.

12. In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.

13. This Agreement may be amended only by a written document signed by both City and Vendor.

14. Any notices to Vendor may be delivered personally or by mail addressed to: Mac Valley Oil Company, 100 N. Del Norte Blvd., Oxnard, CA 93030. Attn: Chris Do. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard, Fleet Services, 1060 Pacific Avenue, Oxnard, CA 93030. Attn: Bill Birch.

15. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

16. Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all the Services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Vendor agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

17. 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 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.

[Signatures on next page]


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

## CITY OF OXNARD

## MAC VALLEY OIL CO.

☒ Tim Flynn, Mayor  
(if agreement is \$250,000.01 or more)


Date

  
Peter Hong, President

 6/6/18  
Date

☐ Scott Whitney, Interim City Manager (if agreement is \$25,000.01-\$250,000.00)

☐ Lisa Boerner, Purchasing Agent (if agreement is up to \$25,000.00)

  
Chris Do, Controller


 6/6/18  
Date

ATTEST:

Michelle Ascencion, City Clerk  
(if agreement is \$250,000.01 or more)

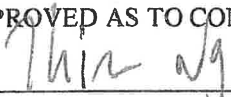
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## APPROVED AS TO FORM:

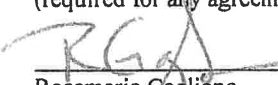
  
Stephen M. Fischer, City Attorney  
(required for any agreement amount)

 6/7/18  
Date

## APPROVED AS TO CONTENT:

  
Thien Ng, Asst. Public Works Director  
(required for any agreement amount)

 5/22/18  
Date

  
Rosemarie Gaglione,  
Public Works Director  
(if agreement is \$25,000.01 or more)

 6/4/18  
Date

Jesus Nava, Assistant City Manager

Date

## APPROVED AS TO AMOUNT:

Scott Whitney, Interim City Manager  
(if agreement is \$250,000.01 or more)

Date

## APPROVED AS TO INSURANCE:

Mike More, Risk Manager  
(required for any agreement)

Date

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; 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.

PLEASE DO NOT  
REMOVE THIS BOX

**EXHIBIT A**  
**SCHEDULE AND SCOPE OF SERVICES**

Provide bulk fuel delivery prices for all referenced fuel types for the City's current and future tanks. City's representative shall order, if delivery is not regularly scheduled, on an "as-needed" basis by means of a phone call to the Vendor. Maximum response time by Vendor for delivery of this fuel shall be 24 hours (not three 8-hour business days). The City anticipates ordering approximately fifty (50) gallons of unleaded gasoline to its Environmental Resources (ER) facility and Diesel Exhaust Fluid (DEF) to Fire Station 7 at 3300 Turnout Park Circle, Oxnard, CA., 93036, among other as-needed deliveries. The City reserves the right to add or delete delivery sites and fuel types as needed during the course of the contract. City-observed holidays when facilities are closed are excluded.

**Estimated Quantities:** The annual quantities listed below are estimates only. The City shall not be penalized for purchasing more or less than the quantities listed. All gasoline and diesel, delivered under this contract shall meet the latest requirements of the California Air Resources Board (CARB), Federal, State, and local governments as well as fuel industries laws, codes, requirements, standards, and guidelines currently in force and any of those put in force during the contract period. Particular attention shall be paid to the American Society of Testing and Materials (ASTM) laws, regulations, and standards.

**SCHEDULED DELIVERIES**

| <b>Location and Address</b>  | <b>Type of Fuel</b> | <b>Capacity per Tank (Gallons)</b> | <b>Estimated Annual Quantity (Gallons)</b> | <b>Delivery Frequency</b> |
|--|---------------------|------------------------------------|--|---------------------------|
| <b>Environmental Resources (ER)</b><br>111 Del Norte Boulevard<br>Oxnard, CA 93030 | Red Dye Diesel      | 1,500                              | 41,600                                     | Weekly                    |
| <b>Fire Station 1</b><br>491 South "K" Street<br>Oxnard, CA 93030                  | Unleaded Gasoline   | 500                                | 5,000                                      | Every other week          |
|  | Clear Diesel        | 1,500                              | 8,500                                      | Every other week          |
| <b>Fire Station 2</b><br>531 East Pleasant Valley Road<br>Oxnard, CA 93033         | Clear Diesel        | 500                                | 3,400                                      | Every other week          |
| <b>Fire Station 3</b><br>150 Hill Street<br>Oxnard, CA 93033                       | Clear Diesel        | 1,000                              | 4,100                                      | Every other week          |
| <b>Fire Station 4</b><br>230 West Vineyard Avenue<br>Oxnard, CA 93036              | Clear Diesel        | 1,000                              | 3,300                                      | Every other week          |
| <b>Fire Station 5</b><br>1450 Colonia Road<br>Oxnard, CA 93030                     | Clear Diesel        | 500                                | 3,100                                      | Every other week          |

|   |                    |        |        |                  |
|---|--------------------|--------|--------|------------------|
| <b>Fire Station 6</b><br>2601 Peninsula Road<br>Oxnard, CA 93035              | Clear Diesel       | 1,000  | 3,600  | Every other week |
| <b>Fire Station 8</b><br>3000 South Rose Avenue<br>Oxnard, CA 93033           | Unleaded Gasoline  | 250    | 5,000  | Every other week |
|   | Clear Diesel       | 750    | 8,500  | Every other week |
| <b>River Ridge Golf Course</b><br>2501 North Ventura Road<br>Oxnard, CA 93036 | Unleaded Gasoline* | 240    | 10,500 | Twice a week     |
|   | Red Dye Diesel*    | 240    | 6,000  | Twice a week     |
| <b>Wastewater Treatment Plant</b><br>6001 Perkins Road<br>Oxnard, CA 93033    | Unleaded Gasoline  | 10,000 | 10,000 | Twice a year     |

\*Vendor shall provide River Ridge Golf Course with above-ground tanks for these fuel types as well as electric gasoline/diesel pumps for the tanks. All other City locations have their own above-ground fuel tanks.

Summary of estimated annual quantities detailed above:

|                   |                |
|-------------------|----------------|
| Unleaded Gasoline | 30,600 gallons |
| Clear Diesel      | 34,500 gallons |
| Red Dye Diesel    | 47,600 gallons |
| Bio-diesel        | 10,000 gallons |

**Deliveries shall be made as follows:**

- Environmental Resources (ER): Red dye diesel fuel shall be delivered, and tank topped off, regardless of quantity ordered, **every week**, to maintain, at minimum, 50% fuel in tank at all times.
- Oxnard Fire Stations: Fuel shall be delivered, and tanks topped off, regardless of quantity ordered, **every other week**, to maintain, at minimum, 50% fuel in all tanks at all times.
- River Ridge Golf Course: Fuel shall be delivered, and tanks topped off, **twice a week**.
- Wastewater Treatment Plant: Fuel shall be delivered, and tanks topped off, **twice a year**.

Deliveries shall be made by owned or contract 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 fuel 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.

# EXHIBIT B RATE SCHEDULE

RFB No. GS-R15-40 for Bulk Fuel, Lubricants, and Antifreeze

MACVALLEY OIL COMPANY BIDS, WITH TAXES AND FEES  
(All Amounts Are Per Gallon Unless Otherwise Indicated)

| Environmental Resources   | Fuel Bid Above OPIS       | Federal LUST (CA sales taxable @ 2.75%) | Federal Oil Spill Prev. Fee (CA sales taxable @ 2.75%) | State Excise Tax (CA sales taxable @ 2.75%) | Childhood Lead Poisoning Prev. Fee (CA sales taxable @ 2.75%) | AS 32 Env. Surcharge (CA sales taxable @ 2.75%) | GHG/C.A.R. 3278001 (CA sales taxable @ 2.75%) | Bid Over OPIS + Taxes & Fees            | Price per Gal. at Sample of \$4.00/gal. | 2.75% Sales Tax Included                            | Estimated Annual Consumption (gals) | Estimated Annual Expense |
|---|---------------------------|---|--|---|---|---|---|---|---|---|-------------------------------------|--------------------------|
| Unleaded  | 0.1950                    | 0.001                                   | 0.001714   | 0.3000                                      | 0.00076   | 0.002915  | 0.1019  | 0.60329                                 | 4.60329                                 | 4.72988   | 100                                 | \$ 472.99                |
| Environmental Resources   | Fuel Bid Above OPIS       | Federal LUST (CA sales taxable @ 8%)    | Federal Oil Spill Prev. Fee (CA sales taxable @ 8%)    | State Excise Tax (non-taxable)              | AS 32 Env. Surcharge (CA sales taxable @ 8%)                  | GHG/C.A.R. 4208001 (CA sales taxable @ 8%)      | Bid Over OPIS - Taxes & Fees                  | Price per Gal. at Sample of \$4.00/gal. | 8% Sales Tax                            | Price per Gal. at Sample of \$4.00/gal. + Sales Tax | Estimated Annual Consumption (gals) | Estimated Annual Expense |
| Red Dye Diesel  | 0.1950                    | 0.001                                   | 0.0019   | 0.13  | 0.001208  | 0.1231  | 0.4522  | 4.45221                                 | 0.02578                                 | 4.47799   | 41,600                              | \$ 186,284.16            |
| Note: Per the CA Board of Equalization, Dyed Diesel is not subject to Excise Taxes, unless used on highway. |                           |   |  |   |   |   |   |   |   |   |                                     |                          |
| Oxnard Fire Stations  | Fuel Bid Above OPIS       | Federal LUST (CA sales taxable @ 2.75%) | Federal Oil Spill Prev. Fee (CA sales taxable @ 2.75%) | State Excise Tax (CA sales taxable @ 2.75%) | Childhood Lead Poisoning Prev. Fee (CA sales taxable @ 2.75%) | AS 32 Env. Surcharge (CA sales taxable @ 2.75%) | GHG/C.A.R. 3278001 (CA sales taxable @ 2.75%) | Bid Over OPIS + Taxes & Fees            | Price per Gal. at Sample of \$4.00/gal. | 2.75% Sales Tax Included                            | Estimated Annual Consumption (gals) | Estimated Annual Expense |
| Unleaded Fire Stations - 8 S  | 0.1950                    | 0.001                                   | 0.001714   | 0.3000                                      | 0.00076   | 0.002915  | 0.1019  | 0.60329                                 | 4.60329                                 | 4.72988   | 10,000                              | \$ 47,298.79             |
| Oxnard Fire Stations  | Fuel Bid Above OPIS       | Federal LUST (CA sales taxable @ 9.75%) | Federal Oil Spill Prev. Fee (CA sales taxable @ 9.75%) | State Excise Tax (non-taxable)              | AS 32 Env. Surcharge (CA sales taxable @ 9.75%)               | GHG/C.A.R. 4208001 (CA sales taxable @ 9.75%)   | Bid Over OPIS + Taxes & Fees                  | Price per Gal. at Sample of \$4.00/gal. | 9.75% Sales Tax as Applicable           | Price per Gal. at Sample of \$4.00/gal. + Sales Tax | Estimated Annual Consumption (gals) | Estimated Annual Expense |
| Clear Diesel Fire Stations 1-6 & S  | 0.1950                    | 0.001                                   | 0.0019   | 0.13  | 0.001208  | 0.1231  | 0.4522  | 4.45221                                 | 0.03142                                 | 4.48362   | 34,300                              | \$ 154,635.03            |
| River Ridge Golf Course   | Fuel Bid Above OPIS       | Federal LUST (CA sales taxable @ 2.75%) | Federal Oil Spill Prev. Fee (CA sales taxable @ 2.75%) | State Excise Tax (CA sales taxable @ 2.75%) | Childhood Lead Poisoning Prev. Fee (CA sales taxable @ 2.75%) | AS 32 Env. Surcharge (CA sales taxable @ 2.75%) | GHG/C.A.R. 3278001 (CA sales taxable @ 2.75%) | Bid Over OPIS + Taxes & Fees            | Price per Gal. at Sample of \$4.00/gal. | 2.75% Sales Tax Included                            | Estimated Annual Consumption (gals) | Estimated Annual Expense |
| Unleaded  | 0.1950                    | 0.001                                   | 0.001714   | 0.3000                                      | 0.00076   | 0.002915  | 0.1019  | 0.60329                                 | 4.60329                                 | 4.72988   | 10,000                              | \$ 49,663.73             |
| River Ridge Golf Course   | Fuel Bid Above OPIS       | Federal LUST (CA sales taxable @ 8%)    | Federal Oil Spill Prev. Fee (CA sales taxable @ 8%)    | State Excise Tax (non-taxable)              | AS 32 Env. Surcharge (CA sales taxable @ 8%)                  | GHG/C.A.R. 4208001 (CA sales taxable @ 8%)      | Bid Over OPIS + Taxes & Fees                  | Price per Gal. at Sample of \$4.00/gal. | 8% Sales Tax                            | Price per Gal. at Sample of \$4.00/gal. + Sales Tax | Estimated Annual Consumption (gals) | Estimated Annual Expense |
| Red Dye Diesel  | 0.1950                    | 0.001                                   | 0.0019   | 0.13  | 0.001208  | 0.1231  | 0.4522  | 4.45221                                 | 0.02578                                 | 4.47799   | 8,000                               | \$ 26,867.91             |
| Note: Per the CA Board of Equalization, Dyed Diesel is not subject to Excise Taxes, unless used on highway. |                           |   |  |   |   |   |   |   |   |   |                                     |                          |
| Wastewater Treatment Plant  | Fuel Bid Above OPIS       | Federal LUST (CA sales taxable @ 2.75%) | Federal Oil Spill Prev. Fee (CA sales taxable @ 2.75%) | State Excise Tax (CA sales taxable @ 2.75%) | Childhood Lead Poisoning Prev. Fee (CA sales taxable @ 2.75%) | AS 32 Env. Surcharge (CA sales taxable @ 2.75%) | GHG/C.A.R. 3278001 (CA sales taxable @ 2.75%) | Bid Over OPIS + Taxes & Fees            | Price per Gal. at Sample of \$4.00/gal. | 2.75% Sales Tax Included                            | Estimated Annual Consumption (gals) | Estimated Annual Expense |
| Unleaded  | 0.1950                    | 0.001                                   | 0.001714   | 0.3000                                      | 0.00076   | 0.002915  | 0.1019  | 0.60329                                 | 4.60329                                 | 4.72988   | 10,000                              | \$ 47,298.79             |
| Wastewater Treatment Plant  | Fuel Bid Above Rack Price | Federal LUST (CA sales taxable @ 9.75%) | Federal Oil Spill Prev. Fee (CA sales taxable @ 9.75%) | State Excise Tax (non-taxable)              | AS 32 Env. Surcharge (CA sales taxable @ 9.75%)               | GHG/C.A.R. 4208001 (CA sales taxable @ 9.75%)   | Bid Over OPIS + Taxes & Fees                  | Price per Gal. at Sample of \$4.00/gal. | 9.75% Sales Tax as Applicable           | Price per Gal. at Sample of \$4.00/gal. + Sales Tax | Estimated Annual Consumption (gals) | Estimated Annual Expense |
| Bin-diesel rack price - . . .   | No CH                     |   |  |   |   |   |   |   |   |   | 10,000                              |                          |

**EXHIBIT C**  
**LIVING WAGE POLICY**

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, a service contractor 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, Anaheim, Riverside 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 a service contractor 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 Exhibit A. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.51 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, 2017**

- o 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 **\$15.51 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2018, 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, Riverside, Orange County 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 pages 1 and 2 of the Agreement for Trade Services.

**EXHIBIT INS-C**  
**INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS**  
**(WITH BUILDER'S RISK REQUIREMENT)**

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

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

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

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

e. 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-C. 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](mailto:cityofoxnard@ebix.com)  
Via Fax: 678-259-1007

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-C 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. 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.

**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 sample accord form.

# 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      | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. |               |                                  |                                   | GENERAL AGGREGATE \$1,000,000<br>PRODUCTS COMP/OP AGG \$1,000,000<br>PERSONAL & ADV. INJURY \$1,000,000<br>EACH OCCURRENCE \$1,000,000<br>FIRE DAMAGE (Any one fire) \$<br>MED. EXPENSE (Any one person) \$ |
| A      | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY   |               |                                  |                                   | COMBINED SINGLE LIMIT \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE \$   |
| A      | <b>EXCESS LIABILITY</b><br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM  |               |                                  |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$  |
| A      | <b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>   |               |                                  |                                   | STATUTORY LIMITS<br>EACH ACCIDENT \$1,000,000<br>DISEASE-POLICY LIMIT \$1,000,000<br>DISEASE-EACH EMPLOYEE \$1,000,000  |
| A      | <b>OTHER</b><br>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, Course of Construction Insurance                       |               |                                  |                                   | Minimum coverage \$1,000,000<br>Each consultant/ & listed sub-consultant \$500,000<br>Course of Construction<br>Completed Value of Project  |

### 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](mailto: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 \_\_\_\_\_

**POLICY INFORMATION:**

Insurance Company: \_\_\_\_\_

Policy No.: \_\_\_\_\_

Policy Period: (from) \_\_\_\_\_

(to) \_\_\_\_\_

LOSS ADJUSTMENT EXPENSE \_\_\_\_\_

☐ Included in Limits☐ In Addition to Limits

Telephone: \_\_\_\_\_

NAMED INSURED \_\_\_\_\_

☐ Deductible ☐ Self-Insured Retention (check which) of \$ \_\_\_\_\_  
 with an Aggregate of \$ \_\_\_\_\_ applies to  
 coverage. ☐ Per Occurrence ☐ Per Claim (which)

**APPLICABILITY** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here  
☐ in which case only the following specific agreements and permits with the City are covered:

**TYPE OF INSURANCE**

CITY AGREEMENTS/PERMITS \_\_\_\_\_

**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☐ \_\_\_\_\_☐ \_\_\_\_\_

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](mailto: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](mailto: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 \_\_\_\_\_



**BLANKET ORDER**  
**CITY OF OXNARD**  
**300 WEST 3RD STREET**  
**OXNARD, CA 93030**

**PURCHASE  
 ORDER NO.  
 005640**

**CCRC**  
 6/14/18  
**REVIEWED**

DATE: 6/14/2018

**VENDOR PHONE:** (805)485-7246

**VENDOR FAX:** ( ) -

**VENDOR #:** 3025

**VENDOR ADDRESS:** MAC VALLEY OIL COMPANY  
 100 N DEL NORTE BLVD.  
 OXNARD, CA 93030

**SHIP TO:** FLEET SERVICES  
 1060 PACIFIC AVE, BLDG 1  
 OXNARD, CA 93030

**Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence**

| DELIVER BY |                   | REQUISITION #                     | REQUISITION DATE | CONFIRMED BY   |                  |
|------------|-------------------|-----------------------------------|------------------|----------------|------------------|
| 12/31/2016 |                   | 0000002417                        | 10/15/2015       | WANDA 485-6900 |                  |
| FOB        |                   | ACCOUNT NUMBER                    |                  | AUTHORIZED BY  |                  |
|            |                   |                                   |                  | MARISELA HART  |                  |
| ITEM #     | QUANTITY/<br>UNIT | DESCRIPTION<br>ARTICLE OR SERVICE |                  | UNIT<br>COST   | EXTENDED<br>COST |

**CHANGE ORDER 3**  
**FUEL DELIVERY TO VARIOUS CITY SITES JAN-DEC 2016**

Effective date: 10/15/2015

Expiration date: 12/31/2018

Not to exceed: 1,554,000.00

FUEL DELIVERY TO VARIOUS CITY SITES JAN-DEC 2016 NOT  
 TO EXCEED \$514,000  
 EXP 12/31/16, CITY COUNCIL APPROVED 12/8/15

CITY COUNCIL APPROVED 10/25/16 TO EXTEND PO 5640 NEW  
 NOT TO EXCEED \$1,354,000, NEW EXPIRATION DATE 6/30/18

**TOTAL PURCHASE AMOUNT**

**\$0.00**

In order to receive payment, email all invoices to:  
[invoices@oxnard.org](mailto:invoices@oxnard.org)

In the subject line, reference the Purchase  
 Order number above.

See to the attached terms and conditions of the City of Oxnard

Page 1 of 4

COUNCIL APPROVED

6/26/2018

DATE

Packet Pg. 168





**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Info/Consent**

**AGENDA ITEM NO.: 7**

**DATE:** January 15, 2019

**TO:** City Council

**FROM:** Rosemarie Gaglione  
Public Works Director

**SUBJECT:** Award Agreement No. A-8120 to STL Landscape, Inc. for Thompson Park Walking Path Improvement Project PW 19-19.

**CONTACT:** Rosemarie Gaglione, Public Works Director  
rosemarie.gaglione@oxnard.org, (805) 385-8055

**RECOMMENDATION:**

That City Council:

1. Award and authorize the Mayor to execute Agreement No. A-8120 in the amount of \$209,000 with STL Landscape, Inc. for the Thompson Park Walking Path Improvement Project PW 19-19;
2. Approve \$11,000 for Project contingency for the Thompson Park Walking Path Improvement Project; and
3. Approve \$10,765 for technical engineering support, inspection, survey and project management (City staff) for the Thompson Park Walking Path Improvement Project.

**BACKGROUND**

The Department of Housing and Community Development (HCD) awarded the City of Oxnard with a Housing Related Parks Program funding grant. The purpose of this grant is to increase the overall supply of housing affordable to lower-income individuals and families by providing financial incentives for the creation, expansion or renovation of community park and recreation amenities. Thompson Park is located within the Rose Park Neighborhood and was approved as one of the park projects which met the criteria of the HCD program. City Council approved funding of the project from HCD grant funds and Measure O funds on November 14, 2017.

The specific work for this project includes furnishing all necessary labor, materials, equipment and other incidentals to improve the existing walking/jogging path at Thompson Park. This project includes removal of the existing concrete walkways and installation of a new resilient

Agreement No. A-8120 to STL Landscape, Inc. for Thompson Park Walking Path Improvement Project  
 January 15, 2019  
 Page 2

surface material path bordered by new concrete curbing, landscape repairs and replacement, and temporary fencing around the site during construction.

The site map for the project is attached. The work is tentatively scheduled to begin in late January and be completed by March 30, 2019.

## **DISCUSSION**

The notice inviting formal bids (NIFB) on the project was published on November 29, 2018, and all bids were due on December 18, 2018. The City received the bids listed below:

|  |            |
|--|------------|
| Y.Ko. Construction Co., Inc.:          | \$199,000  |
| STL Landscape, Inc.:                   | \$209,000  |
| Ardalan Construction Company, Inc.:    | \$249,200  |
| United Construction & Landscape, Inc.: | \$309,220  |
| C.S. Legacy Construction, Inc.:        | \$356,784  |
| Hughes General Engineering, Inc.:      | \$398,500. |
| Union Engineering Company, Inc.:       | \$399,653  |

The lowest bidder was Y.Ko. Construction Co., Inc., which later withdrew its bid due to a clerical error in its calculations. The second lowest bidder is STL Landscape, Inc. (STL), and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from STL and its subcontractors. 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). Staff has no reason at this time to believe that either the contractor or its subcontractor is not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the project. Therefore, staff recommends that the City Council award the contract for this project to STL.

Additionally, \$11,000 is needed for project contingency and \$10,765 to perform technical engineering support, inspection, survey and project management services (City staff) during construction. The total estimated cost of the project is \$230,765.

## **STRATEGIC PRIORITIES**

This item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve the City's infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Agreement No. A-8120 to STL Landscape, Inc. for Thompson Park Walking Path Improvement Project  
January 15, 2019  
Page 3

## **FINANCIAL IMPACT**

There is sufficient funding available in the Thompson Park HCD Improvement Project No. 185704 in the amount of \$230,766. Of this amount, \$56,973 and \$173,793 is available from Measure O (104-5701) and HCD funds (178-5737), respectively. .

*Prepared by Renee Hatcher, Construction Project Coordinator.*

## **ATTACHMENTS:**

Agreement A-8120 with STL Landscape, Inc.

Site Map of Thompson Park Improvements

Thompson Park Bid Tabulation

CITY OF OXNARD CONTRACT FOR  
THOMPSON PARK WALKING PATH IMPROVEMENT PROJECT  
SPECIFICATION NO. PW 19-19

THIS CONTRACT ("Contract") is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and STL LANDSCAPE, INC. ("Contractor"). Contractor's license number is 956281.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Grant Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Thompson Park Walking Path Improvement Project Specification No. PW 19-19 ("Project"), as described in this Contract and in the incorporated Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of two hundred and nine thousand dollars (\$209,000) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "B" and incorporated herein by this reference.
4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are 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 registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code 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 of this Contract."

7. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.
8. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.
9. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.
10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties' duly authorized representatives.
11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

*[signatures on following page]*

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

**CITY OF OXNARD**

**STL LANDSCAPE, INC.**

☐ Tim Flynn, Mayor<sup>1</sup> \_\_\_\_\_ Date \_\_\_\_\_  
☐ Alexander Nguyen, City Manager  
☐ Rosemarie Gaglione, Public Works Director  
☐ Lisa Boerner, Purchasing Manager

\_\_\_\_\_  
 Feliciano Loera, CEO<sup>2</sup> \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
 Dan Patterson, Secretary \_\_\_\_\_ Date \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

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

<sup>1</sup> The City Council must authorize and the Mayor must sign a public project agreement over \$175,000 annually. The City Manager may authorize and sign any agreement up to \$175,000 annually. The Public Works Director and Purchasing Manager may each authorize and sign a public project agreement up to \$100,000 annually.

<sup>2</sup> 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; 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 INS-D

**INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS  
(WITHOUT BUILDER'S RISK REQUIREMENT)**

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

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

2.2 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;"

2.3 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.

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

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

City of Oxnard  
Insurance Compliance  
Reference No. A-8120  
P.O. Box 100085 – OX  
Duluth, GA 30096  
Via Email: [cityofoxnard@ebix.com](mailto:cityofoxnard@ebix.com)  
Via Fax: 678-259-1007

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

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

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

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

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

12/18



## INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

### *Certificates of Insurance*

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

### *Endorsement Forms*

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

INS-D.doc

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

**PRODUCER**

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

CODE

SUB-CODE

**COMPANIES AFFORDING INSURANCE COVERAGE**

INSURED

COMPANY

LETTER **A**

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER **B**
**COVERAGES**

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

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

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

**CERTIFICATE HOLDER**
**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No A-8120**
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: [cityofoxnard@ebix.com](mailto: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

**POLICY INFORMATION:**

Insurance Company: \_\_\_\_\_  
 Policy No.: \_\_\_\_\_  
 Policy Period: (from) \_\_\_\_\_ (to) \_\_\_\_\_  
 LOSS ADJUSTMENT EXPENSE ☐ Included in Limits  
☐ In Addition to Limits

Telephone: \_\_\_\_\_

NAMED INSURED

☐ Deductible ☐ Self-Insured Retention (check which) of \$ \_\_\_\_\_  
 with an Aggregate of \$ \_\_\_\_\_ applies to \_\_\_\_\_  
 coverage. ☐ Per Occurrence ☐ Per Claim (which)

**APPLICABILITY** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

**TYPE OF INSURANCE**

CITY AGREEMENTS/PERMITS

**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 |
|--|-----------|
| <input type="checkbox"/> GENERAL                       |           |
| <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS |           |
| <input type="checkbox"/> PERSONAL & ADVERTISING INJURY |           |
| <input type="checkbox"/> FIRE DAMAGE                   |           |
| <input type="checkbox"/> _____                         |           |
| <input type="checkbox"/> _____                         |           |

- ☐ 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**

Attn: Insurance Compliance

Reference No A-8120

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: [cityofoxnard@ebix.com](mailto: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<br>FOR THE CITY OF OXNARD (the "City")   |  | SUBMIT IN DUPLICATE  |                       |
|---|--|--|-----------------------|
|   |  | ENDORSEMENT NO.  | ISSUE DATE (MM/DD/YY) |
| PRODUCER  | POLICY INFORMATION:<br>Insurance Company:<br>Policy No.:<br>Policy Period: (from) (to)<br>LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits<br><input type="checkbox"/> In Addition to Limits  |  |                       |
| Telephone:  | <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____<br>with an Aggregate of \$ _____ applies to _____<br>coverage. <input type="checkbox"/> Per Occurrence <input type="checkbox"/> 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 <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered:<br><br>CITY AGREEMENTS/PERMITS |  |                       |
| TYPE OF INSURANCE   |  | OTHER PROVISIONS   |                       |
| <input type="checkbox"/> COMMERCIAL AUTO POLICY<br><input type="checkbox"/> BUSINESS AUTO POLICY<br><input type="checkbox"/> OTHER  |  | CLAIMS: Underwriter's representative for claims pursuant to this insurance.<br>Name: _____<br>Address: _____<br>Telephone: ( ) _____   |                       |
| LIMIT OF LIABILITY  |  |  |                       |
| \$ _____ per accident, for bodily injury and property damage.   |  |  |                       |
| In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:<br><br>1. <b>INSURED.</b> 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.<br>2. <b>CONTRIBUTION NOT REQUIRED.</b> 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.<br>3. <b>SEVERABILITY OF INTEREST.</b> 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.<br>4. <b>CANCELLATION NOTICE.</b> 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.<br>5. <b>PROVISIONS REGARDING THE INSURED'S DUTIES.</b> 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.<br>6. <b>SCOPE OF COVERAGE.</b> This policy, if primary, affords coverage at least as broad as:<br>a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or<br>b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).<br>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<br>Attn: Insurance Compliance<br>Reference No A-8120<br>P.O. Box 100085 – OX<br>Duluth, GA 30096<br>Via Email: <a href="mailto:cityofoxnard@ebix.com">cityofoxnard@ebix.com</a><br>Via Fax: 678-259-1007   |  | AUTHORIZED REPRESENTATIVE<br><input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____<br><br>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.<br><br>Signature _____<br>(original signature required)<br><br>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 THOMPSON PARK WALKING PATH IMPROVEMENT PROJECT SPECIFICATION NO. PW 19-19.

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 a hundred percent (100%) of the total Contract Price in lawful  
 money of the United States of America, for materials furnished or labor thereon of any kind, or  
 for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that  
 the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and  
 also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs  
 and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in  
 successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as  
 costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to

Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: \_\_\_\_\_

“Principal”

“Surety”

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

(Seal)

(Seal)

*Notes: This Bond must be executed in duplicate and dated, all 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 THOMPSON PARK WALKING PATH IMPROVEMENT PROJECT SPECIFICATION NO. PW 19-19.

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 a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the

Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: \_\_\_\_\_

“Principal”

“Surety”

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

(Seal)

(Seal)

*Notes: This Bond must be executed in duplicate and dated, all 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.*



## EXHIBIT B

## CITY OF OXNARD

## BID SHEETS FOR THOMPSON PARK WALKING PATH IMPROVEMENT PROJECT

## SPECIFICATION NO. PW 19-19

Bidder's Name: STL Landscape, 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 Project Manager at the following prices:

| ITEM NO. | DESCRIP-TION   | PAYME NT REFER-ENCE | UNIT OF MEA-SURE | EVALUATION QUANTITY | TOTAL                       |
|----------|--|---------------------|------------------|---------------------|-----------------------------|
| 1.       | Mobilization/De mobilization (no greater than 5% of total Bid) | 1000-3              | LS               | 1                   | \$ 10,000                   |
| 2.       | Storm Water Pollution Prevention Plan                          | 1002-3              | LS               | 1                   | \$ 500                      |
| 3.       | Clearing And Grubbing  | 1003-2              | LS               | 1                   | \$ 10,000                   |
| 4.       | Concrete and Misc Removals                                     | 1004, 1.2           | LS               | 1                   | \$ 500                      |
| 5.       | Landscape Repair Work  | 1005, 1.2           | LS               | 1                   | \$ 15,000                   |
| 6.       | Temporary Fencing  | 1006, 1.4           | LF               | 1,400               | \$ 7,000                    |
| 7.       | 6-Ft Concrete Slab With Rebar, t = 4"                          | 1007, 1.2           | SF               | 7,300               | \$ <del>73,000</del> 67,000 |
| 8.       | 8"X8" Concrete Curb With Cont. Rebar                           | 1007, 1.2           | LF               | 2,500               | \$ 30,000                   |
| 9.       | ½" Thick Rubber Wear Surface                                   | 1008, 1.9           | SF               | 7,300               | \$ 60,000                   |

| ITEM NO.      | DESCRIP-TION          | PAYME NT REFER-ENCE | UNIT OF MEA-SURE | EVALUATION QUANTITY | TOTAL         |
|---------------|-----------------------|---------------------|------------------|---------------------|---------------|
| 10.           | Landscape Maintenance | 1009, 1.4           | LS               | 1                   | \$ 9,000      |
| TOTAL AMOUNT: |                       |                     |                  |                     | \$ 209,000.00 |

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 3-2.2.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE IN DIGITS: \$ 209,000.00

TOTAL BID PRICE IN WORDS: TWO Hundred NINE THOUSAND

Contractor must complete all Work within forty (40) Working Days of the City's Notice to Proceed or by but not later than April 1, 2019, whichever is earlier in time.

Bidder acknowledges receipt of all addenda

Addendum:      Date Received:  
 #01                12/7/18  
 #02                12/14/18  
 #03                \_\_\_\_\_  
 #04                \_\_\_\_\_

Addendum:      Date Received:  
 #05                \_\_\_\_\_  
 #06                \_\_\_\_\_  
 #07                \_\_\_\_\_  
 #08                \_\_\_\_\_

Bidder's Name (Company): STL Landscape, inc.

Signature: [Signature] Title: President / Secretary

Print: Feliciano Loera/ Dan Patterson Date: 12/18/18

GIBRALTER STREET

SAN LUIS STREET

PARK SIGN

NEW PLANTING

NEW TREES

BASEBALL FIELD

NEW JOGGING PATH

PALM TREES

STREET TREES

EXISTING  
PLAY AREA

BASKETBALL  
COURT

IMPERIAL STREET

SAN JACINTO ST

NORTH

**K.7.b**

**Packet Pg. 187**



This is a tabulation of bid results not an offer of award or contract. The City reserves the right to reject all bids.

| THOMPSON PARK WALKING PATH IMPROVEMENT PROJECT PW 19-19 |  |              |                    |          |  |   |  |
|---|--|--------------|--------------------|----------|--|---|--|
| Owner: City of Oxnard                                   |  |              |                    |          |  |   |  |
| Bid Opening: 12/18/18                                   |  |              |                    |          | Y. Ko. Construction Co.,<br>Inc.                   | STL Landscape, Inc.                                     | Ardalan Construction<br>Company, Inc.                                      |
|   |  |              |                    |          | 20144 Wells Drive<br>Woodland Hills, CA 91364      | 8122 Compton Ave.<br>Los Angeles, CA 90001              | 8 E. Gainsborough Road<br>Thousand Oaks, CA<br>91360                       |
|   |  |              |                    |          | #1   | #2  | #3   |
| Item #  | Item Description   | Payment Code | Unit of<br>Measure | Quantity | Unit Price   | Unit Price  | Unit Price   |
| 1   | Mobilization/Demobilization (no greater than 5%<br>of total Bid) | 1000-3       | LS                 | 1        | \$7,000.00   | \$10,000.00   | \$6,400.00   |
| 2   | Storm Water Pollution Prevention Plan                            | 1002-3       | LS                 | 1        | \$5,000.00   | \$500.00  | \$3,800.00   |
| 3   | Clearing And Grubbing  | 1003-2       | LS                 | 1        | \$6,000.00   | \$10,000.00   | \$26,500.00  |
| 4   | Concrete and Misc., Removals                                     | 1004, 1.2    | LS                 | 1        | \$4,500.00   | \$500.00  | \$2,500.00   |
| 5   | Landscape Repair Work  | 1005, 1.2    | LS                 | 1        | \$12,000.00  | \$15,000.00   | \$10,300.00  |
| 6   | Temporary Fencing  | 1006, 1.4    | LF                 | 1400     | \$3,500.00   | \$7,000.00  | \$3,800.00   |
| 7   | 6-Ft Concrete Slab with Repair t=4:                              | 1007, 1.2    | SF                 | 7300     | \$53,000.00  | \$67,000.00   | \$64,000.00  |
| 8   | 8"x8" Concrete Curb with Cont Rebar                              | 1007, 1.2    | LF                 | 2,500    | \$43,000.00  | \$30,000.00   | \$69,500.00  |
| 9   | 1/2" Thick Rubber Wear Surface                                   | 1008, 1.9    | SF                 | 7,300    | \$55,000.00  | \$60,000.00   | \$58,600.00  |
| 10  | Landscape Maintenance  | 1009, 1.4    | LS                 | 1        | \$10,000.00  | \$9,000.00  | \$3,800.00   |
| TOTAL AMOUNT SUBMITTED                                  |  |              |                    |          | \$199,000.00                                       | \$209,000.00  | \$249,200.00   |
| TOTAL AMOUNT VERIFIED                                   |  |              |                    |          | \$199,000.00                                       | \$209,000.00  | \$249,200.00   |
|   |  |              |                    |          | Y. Ko. Construction Co.,<br>Inc.                   | STL Landscape, Inc.                                     | Ardalan Construction<br>Company, Inc.                                      |
| Subcontractors List                                     |  |              |                    |          | Arrow Concrete Cutting<br><br>Robertson Industries | Robertson Industries<br>National Construction<br>Rental | Game Time Great Western<br>Recreation<br>Senel Construction<br>Engineering |

|   |   |                                   |  |
|---|---|-----------------------------------|--|
|   |   |                                   |  |
|   |   |                                   |  |
| United Construction & Landscape, Inc.       | C.S. Legacy Construction, inc.                    | Hughes General Engineering, Inc.  | Union Engineering Company, Inc.          |
| 9018 Balboa Blvd, #128 Northridge, CA 91325 | 1704 Unit B, South Grove Avenue Ontario, CA 91761 | P.O. Box 2293 Camarillo, CA 93011 | P. O. Box 1000 Ventura, CA 93002         |
| #4  | #5  | #6                                | #7                                       |
| Unit Price                                  | Unit Price  | Unit Price                        | Unit Price                               |
| \$12,000.00                                 | \$17,200.00                                       | \$19,000.00                       | \$14,040.00                              |
| \$10,800.00                                 | \$16,754.00                                       | \$15,000.00                       | \$6,069.00                               |
| \$21,600.00                                 | \$59,999.00                                       | \$60,000.00                       | \$17,076.00                              |
| \$21,600.00                                 | \$1,264.00  | \$7,000.00                        | \$74,708.00                              |
| \$42,960.00                                 | \$54,662.00                                       | \$27,000.00                       | \$12,040.00                              |
| \$7,920.00                                  | \$6,160.00  | \$10,000.00                       | \$3,360.00                               |
| \$78,840.00                                 | \$87,600.00                                       | \$79,000.00                       | \$95,630.00                              |
| \$54,000.00                                 | \$40,500.00                                       | \$86,500.00                       | \$102,250.00                             |
| \$55,000.00                                 | \$60,590.00                                       | \$85,000.00                       | \$71,540.00                              |
| \$4,500.00                                  | \$12,055.00                                       | \$10,000.00                       | \$2,940.00                               |
| \$309,220.00                                | \$356,784.00                                      | \$398,500.00                      | \$399,653.00                             |
| \$309,220.00                                | \$356,784.00                                      | \$398,500.00                      | \$399,653.00                             |
| United Construction & Landscape, Inc.       | C.S. Legacy Construction, inc.                    | Hughes General Engineering, Inc.  | Union Engineering Company, Inc.          |
| On Point Land Surveying                     | Robertson Industries                              | Suh Country Playgrounds           | Benner and Carpenter, Inc.               |
| Robertson Industries                        | Caseland Surveying                                | Venco Western, Inc.               | United Sports Surfacing of America, Inc. |

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**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Report**  
**AGENDA ITEM NO.: 1**

**DATE:** January 15, 2019

**TO:** City Council

**FROM:** Stephen Fischer  
City Attorney

**SUBJECT:** Library Code of Conduct (5/10/5)

**CONTACT:** Stephen Fischer, City Attorney  
Stephen.Fischer@oxnard.org, (805) 385-7483

**RECOMMENDATION:**

That City Council approve the first reading by title only and waive further reading of an ordinance amending Article XV to Chapter 7 of the Oxnard City Code relating to public library rules of conduct.

**BACKGROUND**

City Council adopted the Public Library Rules of Conduct (the "Library Rules") ordinance in 2014, providing rules of conduct establishing appropriate behavior and treatment of Oxnard Public Library (the "Library") facilities, materials, staff and volunteers by library patrons. Prior to adoption, the Library did not have these rules in place, although similar rules to those eventually adopted by City Council were commonly used by most public libraries throughout the State.

To ensure the Library buildings are safe, secure, sanitary and attractive for library customers, staff and volunteers, it is now necessary to revisit and revise the Library Rules. Library staff utilized best practices from other California public libraries' rules of conduct to establish the proposed Library Rules.

The changes to the existing Library Rules that would go into effect should City Council adopt this ordinance include:

- (1) Prohibiting the possession of drugs or alcohol;
- (2) Prohibiting vaping and cannabis use;

- (3) Prohibiting the possession of instruments used for smoking or injecting a controlled substance;
- (4) Prohibiting drinking alcoholic beverages;
- (5) Prohibiting patrons from blocking entrance and exit doors, or improperly monopolizing library space;
- (6) Prohibiting littering;
- (7) Prohibiting patrons from moving furniture or equipment without Library staff's permission;
- (8) Prohibiting patrons from using the Library to shave and use illegal drugs in the Library bathrooms;
- (9) Prohibiting patrons from bringing into the Library a bicycle, utility cart, wagon, shopping cart (as defined in Oxnard City Code section 7-166) or items of a similar size which interfere with patron and staff use and access within the Library.
- (10) Permitting wheeled conveyances such as strollers and wheelchairs in certain circumstances;
- (11) Prohibiting the following items from being brought into The Library:
  - Skateboards, inline skates, shoes with built-in wheels, collapsible scooters, hover boards, and other similar devices unless carried while on library property.
  - Items including but not limited to suitcases, bags, coolers with or without wheels that are collectively larger than 9 inches x 14 inches x 22 inches -- including handles and wheels
  - Sleeping bags, tarps, bed rolls, mats, blankets, mattresses
  - Televisions and monitors
- (12) Prohibiting the use of the Library space to conduct commercial activity;
- (13) Prohibiting the use of the Library space to conduct group instruction with more than three participants without approval from the Library Manager;
- (14) Prohibiting the use of more than one library electrical receptacle, allowing charging cords to interfere with aisles, leaving electronic devices unattended, using electronic devices or other personal equipment that is disruptive, noisy or unsafe;
- (15) Prohibiting patrons from damaging, removing, altering or bypassing Library software or hardware;
- (16) Prohibiting the use of another person's library card; and
- (17) Prohibiting patrons from engaging in sexual misconduct such as exposure, threatening touching or touching;

## STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.



Library Code of Conduct Ordinance (5/10/5)  
January 15, 2019  
Page 3

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

**FINANCIAL IMPACT**

None.

*Prepared by Deputy City Attorney Jason Zaragoza, and Library Manager Sofia Kimsey.*

**ATTACHMENTS:**

LIBRARY CODE OF CONDUCT REDLINE

LIBRARY CODE OF CONDUCT

ORDINANCE OF THE CITY OF OXNARD

ORDINANCE NO. [\_\_\_\_\_]

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING  
ARTICLE XV TO CHAPTER 7 OF THE OXNARD CITY CODE RELATING TO PUBLIC  
LIBRARY RULES OF CONDUCT AND EXCLUSION PROCESS

.....

WHEREAS, the City Council has adopted library rules of conduct through passage of Ordinance No. 2888 in 2014, codified in Chapter 7 Article XV of the Oxnard City Code ; and

WHEREAS, since passage of the ordinance, issues have arisen requiring amendments to the rules of conduct; and

WHEREAS, the monopolization and improper use of public space within the library denies other patrons access to a public facility; and

WHEREAS, the use of bicycles, shopping carts and other similarly sized items interfere with staff and patron use of and access to the library and create public safety issues from time to time.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

**Part 1.** Article XV of Chapter 7 of the Oxnard City Code is hereby amended to read as follows:

“ARTICLE XV. PUBLIC LIBRARY RULES OF CONDUCT AND EXCLUSION PROCESS

**SEC. 7-270. PURPOSE.**

It is the intent of the city council in enacting this article to protect the rights of library customers, staff and volunteers. Library customers, staff and volunteers using library buildings, materials, and services have at least the following rights:

(A) To use library buildings, materials and services without being unreasonably disturbed or impeded by others;

(B) To use and work in library buildings that are safe, secure, sanitary, and attractive; and

(C) To use and work with library materials and equipment, which are accessible and in good condition in a quiet and orderly atmosphere conducive to every customer's exercise of his or her right to receive and read recorded communication.

**7-271. DEFINITIONS.**

For purposes of this article:

- (A) **LIBRARY** - The Oxnard Public Library and each and all of its branch libraries.
- (B) **LIBRARY CUSTOMER** - A member of the public who uses library facilities, materials and services.
- (C) **LIBRARY BUILDING** - Any building, structure or enclosure in which the library keeps, displays and makes available for inspection or borrowing printed or audio-visual material or information or information that is kept in other form, but for purposes of this article, does not include the exterior appurtenances to such building, structure or enclosure nor land on which such building, structure or enclosure is located.
- (D) **LIBRARY ~~DIRECTOR~~ MANAGER** - The person appointed by the city manager to be responsible for the overall administration of the library.
- (E) **LIBRARY FACILITY** - A library building, all exterior appurtenances to such building and the real property upon which the library building and exterior appurtenances are located.
- (F) **LIBRARY PRIVILEGES** - Access to any printed or audio-visual material or information that is kept in any other form at a library facility and the right to physically enter and be present in any library building.
- (G) **LIBRARY STAFF** - Public employees who work for the city and are assigned to work at library facilities.
- (H) **LIBRARY VOLUNTEER** - A member of the public who volunteers and works at library facilities.
- (I) **RULES OF CONDUCT** - The activities identified in and prohibited by section 7-272.
- (J) **SERIOUS VIOLATION OF THE RULES OF CONDUCT** - Engaging in activities prohibited by law at a library facility or violating any other rule of conduct that poses an immediate threat to the safety of any person or to the orderly operation of the library.

## **SEC. 7-272. RULES OF CONDUCT.**

In order to protect the rights of library customers, staff and volunteers, the following activities, that a reasonable person would find disruptive to the normal functions being carried on at the library, are prohibited:

- (A) Engaging in activities prohibited by law including but not limited to:
- (1) Cal. Penal Code Section 415 (Fighting; Causing Loud Noise or Using Offensive Words in a Public Place);
  - (2) Cal. Penal Code Section 484 (Theft);

- (3) Cal. Penal Code Section 490.5 (Theft of Library Books and Materials);
  - (4) Cal. Penal Code Section 594 (Vandalism);
  - (5) Cal. Penal Code Section 602.1(b) (Interfering with Library Business);
  - (6) Cal. Penal Code Section 602q (Refusing or Failing to Leave a Library Building);
  - (7) Cal. Penal Code Section 647 (Lewd and Dissolute Conduct, Solicitation, Loitering. Public Intoxication);
  - (8) Cal. Education Code Section 19910 (Maliciously Damaging Library Materials);
  - (9) Cal. Education Code Section 19911 (Failure to Return Materials After Notice);
  - (10) Cal. Government Code Section 7597(a) (Smoking Any Tobacco Product Inside a Library Building or Within Twenty-five Feet of a Main Exit, Entrance, or Operable Window of a Library Building) including vaping and cannabis use;
  - (11) Cal. Health & Safety Code Section 11550 (Under the Influence of a Controlled Substance);
  - (12) Health and Safety Code 11364(a) (possession of an instrument used for smoking or injecting a controlled substance.)
- (B) Engaging in any activity or behavior (either oral or physical) that is loud, disruptive, disturbing, offensive, intimidating, threatening, unsafe or annoying and which unreasonably interferes with another person's use of any library facility or with the ability of library staff or volunteers to perform their duties including creating excessive or unnecessary noise, (including cell phone use, and headphones), using loud ~~language~~, abusive, threatening or insulting language, screaming, running, verbal or physical threats, having body odor constituting a nuisance to other persons or engaging in any other activity or behavior that unreasonably disturbs and inhibits others from using library buildings, materials or services;
- (C) Eating or drinking, including any alcoholic beverage, in unauthorized public areas within any library building;
- (D) Sleeping, appearing to sleep, lying down, loitering or interfering with free passage within any library building, at the entrance or exit of any library building;
- (E) ~~Leaving packages, backpacks, luggage, or other personal items~~ Littering or leaving personal items unattended within any library building or at the entrance or exit of any library building;

(F) Leaving a child under the age of twelve unattended within any library building. This prohibition shall not apply to a child's unattended participation in library programs or services;

(G) Distributing or posting printed materials, soliciting signatures for petitions or conducting surveys within any library building;

(H) Not using library space, stairways, aisles, furniture or equipment for its intended purpose (e.g., placing one's feet on library desks, tables or chairs) or otherwise monopolizing (using more than one seat or table space per person) library space, stairways, aisles, doorways, equipment, seating or tables to the exclusion of other patrons or staff;

(I) Moving library furniture or equipment without permission from Library Staff ~~when doing so presents a safety hazard;~~

(J) Using library building restrooms or water fountains for inappropriate purposes such as loitering, bathing, shampooing, hair processing, doing laundry, changing clothes, shaving, personal hygiene, illegal drug use etc.;

(K) Skateboarding or rollerblading in or about any library facility;

(L) Bringing any animal into any library building, with the exception of a service animal accompanying a person with disabilities. As defined, a "service animal" is individually trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The animal's work or tasks must directly relate to the handler's disability. Service animals are expected to be under the control of the owner and leashed at all times;

(M) Photographing, audio recording or filming within any library building without permission from the ~~library director~~ City Librarian except at governmental meetings open to the general public;

(N) Leaning on railings or security gates within any library building;

(O) Throwing items over railings located within any library building;

(P) Failing to wear shoes, ~~shirts~~ and garments on the upper and lower torso of the body at all times within any library building;

(Q) Entering any library building with firearms or other dangerous weapons with the exception of those individuals authorized to possess weapons in a local public building or open public meeting pursuant to Cal. Penal Code Section 171b;

(R) Disseminating, downloading, viewing or printing from public library computers illegal materials including but not limited to obscene or harmful matter as those terms are used in Cal. Penal Code Sections 331 et seq. and 313 et seq.;

(S) Bringing into the library a bicycle, utility cart, wagon, shopping cart (as defined in Oxnard City Code section 7-166) or items of a similar size which interfere with patron and staff use and access within the library facility. Wheeled conveyances such as strollers and wheelchairs are only permitted if being used for the transport of a person.

Other items that may not be brought into Oxnard Public Libraries include, but are not limited to:

- Skateboards, inline skates, shoes with built-in wheels, collapsible scooters, hover boards, and other similar devices unless carried while on library property;
- Items including but not limited to suitcases, bags, coolers with or without wheels that are collectively larger than 9 inches x 14 inches x 22 inches -- including handles and wheels;
- Trailer-like object that is pushed or towed;
- Sleeping bags, tarps, bed rolls, mats, blankets, mattresses;
- Televisions and monitors;

(T) Using public space to conduct commercial activity;

(U) Using public space to conduct group instruction with more than three participants without approval from the library manager;

(V) Using more than one library electrical receptacle, allowing charging cords to interfere with aisles, leaving electronic devices unattended, using electronic devices or other personal equipment that is disruptive, noisy or unsafe;

(W) Damaging, removing, altering or bypassing Library software or hardware;

(X) Using another person's library card;

(Y) Possessing items deemed unsanitary;

(Z) Violating a term or condition of a warning notice or an exclusion notice;

(AA) Engaging in sexual misconduct such as exposure, threatening touching or touching;

(BB) Possessing drug paraphernalia or alcoholic beverages.

## **SEC. 7-273. RULES OF CONDUCT ENFORCEMENT.**

(A) General provisions. A library customer is subject to exclusion from the library or may otherwise have his or her library privileges restricted or suspended if he or she (or a person under his or her control or direction) violates any of the rules of conduct specified in section 7-272 within 90 days after he or she was given a verbal warning for a violation of the rules of conduct and a subsequent written warning notice of a violation of the rules of conduct. Serious violations of the rules of conduct, as determined by the library manager, may result in the issuance of a written warning notice without a verbal warning.

(B) Persons authorized to issue warning or exclusion notices. The library ~~director~~ manager shall designate those library staff authorized to issue warning and exclusion notices.

(C) Issuance of warning or exclusion notices.

(1) Warning notice. After the issuance of a verbal warning to a library customer for a violation of the rules of conduct or immediately upon the occurrence of a serious rule of conduct violation, library staff designated by the library ~~director~~ manager may issue a written warning notice for a rule of conduct violation. The warning notice shall specify that the recipient must leave the library for the remainder of the day, and that in the event a second violation of the rules of conduct occurs within 90 days of the date of issuance of the warning notice, that person shall be subject to exclusion from the library facility for a period of time not to exceed two years or the loss of some or all of his or her library privileges as the library ~~director~~ manager ~~designee~~ may determine to be appropriate. The warning notice shall also contain information concerning the right to appeal ~~to the library director~~. The person to whom the warning notice is issued shall sign a written acknowledgment of its receipt. If the recipient refuses to sign, the person issuing the warning notice shall make a written record of refusal.

(2) Exclusion notice. If a library customer has received a warning notice as set forth in section (C)(1) above and again violates a rule of conduct within 90 days of the date of issuance of the warning notice, library staff designated by the library ~~director~~ manager ~~designee~~ may issue a written exclusion notice excluding the person from the library facility or setting forth the loss of some or all of his or her library privileges as the library ~~director~~ manager ~~designee~~ may determine to be appropriate. If the person is excluded from the library facility, the exclusion shall be for a period of no less than one month and no more than two years. The exclusion notice shall specify the person that is to be excluded from the library facility, the period of the exclusion, the time the exclusion is to commence, and library privileges being lost and the specified period of loss, and information concerning the right to appeal the exclusion notice ~~to the library director~~. The person to whom the exclusion notice is issued shall sign a written acknowledgment of its receipt and allow his or her photograph to be taken. If the recipient refuses to sign or take a photograph, the person issuing the exclusion notice shall make a written record of the refusal.

## **SEC. 7-274. APPEAL PROCEDURE.**

(A) The individual to whom a warning or exclusion notice is issued shall have the right to an appeal from the issuance of the notice.

(B) A notice of appeal of a warning notice or an exclusion notice must be filed, in writing, with the ~~library director~~ Cultural and Community Services Director within five calendar days of the issuance of the warning or exclusion notice. The notice of appeal shall state the following:

- (1) The appellant's name;
- (2) The appellant's address and a telephone number where he or she can be reached;
- (3) A concise statement as to why the appellant believes that the issuance of the warning notice or the exclusion notice was invalid or unjustified; and

(4) A copy of the warning notice or exclusion notice shall be attached.

(C) A hearing on the appeal shall be held no more than 15 calendar days after the filing of the appeal, no one except the ~~library director~~ Cultural and Community Services Director may postpone the hearing date at the request of the appellant or the library staff for good cause. The appellant shall be provided notice of the hearing date, time, and location at least five calendar days prior to the hearing date. The hearing shall afford a reasonable opportunity for the appellant to be present and present evidence that the warning notice or exclusion notice is invalid or unjustified.

(D) Copies of all library staff documents to be used by the library staff at the hearing shall be made available to the appellant at least five calendar days prior to the hearing.

(E) At the hearing on the appeal, the library staff shall have the burden to show by a preponderance of evidence that the warning notice or exclusion notice was based on and justified by a violation of the rules of conduct described in section 7-272. The Cultural and Community Services Director shall conduct the hearing in an informal fashion and shall not be bound by the technical rules of evidence.

(F) Within 30 calendar days of the conclusion of the hearing, the library manager shall issue and mail the appellant a written decision containing a statement of the reasons on which the decision is based. The written decision shall include a notice that the parties have 90 days to pursue a petition for a writ of administrative mandamus of the decision under Cal. Code of Civil Procedure Sections 1094.5 and 1094.6. The ~~library director~~ City Librarian shall serve a copy of such decision to the city manager. The decision of the ~~library director~~ Cultural & Community Services Director shall be final.

## **SEC. 7-275. VIOLATION OF WARNING OR EXCLUSION NOTICE.**

Any person who violates a provision of a warning notice or an exclusion notice to stay away from the library by physically entering a library facility during the exclusion period is guilty of a misdemeanor punishable as set forth in section 1-10 of this code.”

PART 2. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

PART 3. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City council’s adoption of the ordinance.



PART 4. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance \_\_\_\_\_ was first read on \_\_\_\_\_, and finally adopted on \_\_\_\_\_, to become effective on \_\_\_\_\_, 2019.

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Tim Flynn, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD  
ORDINANCE NO. [\_\_\_\_\_]

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING ARTICLE XV TO  
CHAPTER 7 OF THE OXNARD CITY CODE RELATING TO PUBLIC LIBRARY RULES  
OF CONDUCT AND EXCLUSION PROCESS.

WHEREAS, the City Council has adopted library rules of conduct through passage of Ordinance No. 2888 in 2014, codified in Chapter 7 Article XV of the Oxnard City Code ; and

WHEREAS, since passage of the ordinance, issues have arisen requiring amendments to the rules of conduct; and

WHEREAS, the monopolization and improper use of public space within the library denies other patrons access to a public facility; and

WHEREAS, the use of bicycles, shopping carts and other similarly sized items interfere with staff and patron use of and access to the library and create public safety issues from time to time.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

PART 1. Article XV of Chapter 7 of the Oxnard City Code is hereby amended to read as follows:

“ARTICLE XV. PUBLIC LIBRARY RULES OF CONDUCT AND EXCLUSION PROCESS

**SEC. 7-270. PURPOSE.**

It is the intent of the city council in enacting this article to protect the rights of library customers, staff and volunteers. Library customers, staff and volunteers using library buildings, materials, and services have at least the following rights:

- (A) To use library buildings, materials and services without being unreasonably disturbed or impeded by others;
- (B) To use and work in library buildings that are safe, secure, sanitary, and attractive; and
- (C) To use and work with library materials and equipment, which are accessible and in good condition in a quiet and orderly atmosphere conducive to every customer's exercise of his or her right to receive and read recorded communication.

**7-271. DEFINITIONS.**

For purposes of this article, the following words shall have the following meanings:

(A) **LIBRARY** - The Oxnard Public Library and each and all of its branch libraries.

(B) **LIBRARY CUSTOMER** - A member of the public who uses library facilities, materials and services.

(C) **LIBRARY BUILDING** - Any building, structure or enclosure in which the library keeps, displays and makes available for inspection or borrowing printed or audio-visual material or information or information that is kept in other form, but for purposes of this article, does not include the exterior appurtenances to such building, structure or enclosure nor land on which such building, structure or enclosure is located.

(D) **LIBRARY MANAGER** - The person appointed by the city manager to be responsible for the overall administration of the library.

(E) **LIBRARY FACILITY** - A library building, all exterior appurtenances to such building and the real property upon which the library building and exterior appurtenances are located.

(F) **LIBRARY PRIVILEGES** - Access to any printed or audio-visual material or information that is kept in any other form at a library facility and the right to physically enter and be present in any library building.

(G) **LIBRARY STAFF** - Public employees who work for the city and are assigned to work at library facilities.

(H) **LIBRARY VOLUNTEER** - A member of the public who volunteers and works at library facilities.

(I) **RULES OF CONDUCT** - The activities identified in and prohibited by section 7-272.

(J) **SERIOUS VIOLATION OF THE RULES OF CONDUCT** - Engaging in activities prohibited by law at a library facility or violating any other rule of conduct that poses an immediate threat to the safety of any person or to the orderly operation of the library.

## **SEC. 7-272. RULES OF CONDUCT.**

In order to protect the rights of library customers, staff and volunteers, the following activities, that a reasonable person would find disruptive to the normal functions being carried on at the library, are prohibited:

(A) Engaging in activities prohibited by law including but not limited to:

(1) Cal. Penal Code Section 415 (Fighting; Causing Loud Noise or Using Offensive Words in a Public Place);

(2) Cal. Penal Code Section 484 (Theft);

- (3) Cal. Penal Code Section 490.5 (Theft of Library Books and Materials);
- (4) Cal. Penal Code Section 594 (Vandalism);
- (5) Cal. Penal Code Section 602.1(b) (Interfering with Library Business);
- (6) Cal. Penal Code Section 602q (Refusing or Failing to Leave a Library Building);
- (7) Cal. Penal Code Section 647 (Lewd and Dissolute Conduct, Solicitation, Loitering, Public Intoxication);
- (8) Cal. Education Code Section 19910 (Maliciously Damaging Library Materials);
- (9) Cal. Education Code Section 19911 (Failure to Return Materials After Notice);
- (10) Cal. Government Code Section 7597(a) (Smoking Any Tobacco Product Inside a Library Building or Within Twenty-five Feet of a Main Exit, Entrance, or Operable Window of a Library Building) including vaping and cannabis use;
- (11) Cal. Health & Safety Code Section 11550 (Under the Influence of a Controlled Substance);
- (12) Health and Safety Code 11364(a) (possession of an instrument used for smoking or injecting a controlled substance.)

(B) Engaging in any activity or behavior (either oral or physical) that is loud, disruptive, disturbing, offensive, intimidating, threatening, unsafe or annoying and which unreasonably interferes with another person's use of any library facility or with the ability of library staff or volunteers to perform their duties including creating excessive or unnecessary noise, (including cell phone use, and headphones), using loud, abusive, threatening or insulting language, screaming, running, verbal or physical threats, having body odor constituting a nuisance to other persons or engaging in any other activity or behavior that unreasonably disturbs and inhibits others from using library buildings, materials or services;

(C) Eating or drinking, including any alcoholic beverage, in unauthorized public areas within any library building;

(D) Sleeping, appearing to sleep, lying down, loitering or interfering with free passage within any library building, at the entrance or exit of any library building;

(E) Littering or leaving-personal items unattended within any library building or at the entrance or exit of any library building;

(F) Leaving a child under the age of twelve unattended within any library building. This prohibition shall not apply to a child's unattended participation in library programs or services;

(G) Distributing or posting printed materials, soliciting signatures for petitions or conducting surveys within any library building;

(H) Not using library space, stairways, aisles, furniture or equipment for its intended purpose (e.g., placing one's feet on library desks, tables or chairs) or otherwise monopolizing (using more than one seat or table space per person) library space, stairways, aisles, doorways, equipment, seating or tables to the exclusion of other patrons or staff;

(I) Moving library furniture or equipment without permission from Library Staff;

(J) Using library building restrooms or water fountains for inappropriate purposes such as loitering, bathing, shampooing, hair processing, doing laundry, changing clothes, shaving, personal hygiene, illegal drug use etc.;

(K) Skateboarding or rollerblading in or about any library facility;

(L) Bringing any animal into any library building, with the exception of a service animal accompanying a person with disabilities. As defined, a "service animal" is individually trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The animal's work or tasks must directly relate to the handler's disability. Service animals are expected to be under the control of the owner and leashed at all times;

(M) Photographing, audio recording or filming within any library building without permission from the City Librarian except at governmental meetings open to the general public;

(N) Leaning on railings or security gates within any library building;

(O) Throwing items over railings located within any library building;

(P) Failing to wear shoes and garments on the upper and lower torso of the body at all times within any library building;

(Q) Entering any library building with firearms or other dangerous weapons with the exception of those individuals authorized to possess weapons in a local public building or open public meeting pursuant to Cal. Penal Code Section 171b;

(R) Disseminating, downloading, viewing or printing from public library computers illegal materials including but not limited to obscene or harmful matter as those terms are used in Cal. Penal Code Sections 331 et seq. and 313 et seq.;

(S) Bringing into the library a bicycle, utility cart, wagon, shopping cart (as defined in Oxnard City Code section 7-166) or items of a similar size which interfere with patron and staff use and access within the library facility. Wheeled conveyances such as strollers and wheelchairs are only permitted if being used for the transport of a person.

Other items that may not be brought into Oxnard Public Libraries include, but are not limited to:

- Skateboards, inline skates, shoes with built-in wheels, collapsible scooters, hover boards, and other similar devices unless carried while on library property;
- Items including but not limited to suitcases, bags, coolers with or without wheels that are collectively larger than 9 inches x 14 inches x 22 inches -- including handles and wheels;
- Trailer-like object that is pushed or towed;
- Sleeping bags, tarps, bed rolls, mats, blankets, mattresses;
- Televisions and monitors;

(T) Using public space to conduct commercial activity;

(U) Using public space to conduct group instruction with more than three participants without approval from the Library Manager;

(V) Using more than one library electrical receptacle, allowing charging cords to interfere with aisles, leaving electronic devices unattended, using electronic devices or other personal equipment that is disruptive, noisy or unsafe;

(W) Damaging, removing, altering or bypassing Library software or hardware;

(X) Using another person's library card;

(Y) Possessing items deemed unsanitary;

(Z) Violating a term or condition of a warning notice or an exclusion notice;

(AA) Engaging in sexual misconduct such as exposure, threatening touching or touching;

(BB) Possessing drug paraphernalia or alcoholic beverages.

## **SEC. 7-273. RULES OF CONDUCT ENFORCEMENT.**

(A) General provisions. A library customer is subject to exclusion from the library or may otherwise have his or her library privileges restricted or suspended if he or she (or a person under his or her control or direction) violates any of the rules of conduct specified in section 7-272 within 90 days after he or she was given a verbal warning for a violation of the rules of conduct and a subsequent written warning notice of a violation of the rules of conduct. Serious violations of the rules of conduct, as determined by the library manager, may result in the issuance of a written warning notice without a verbal warning.

(B) Persons authorized to issue warning or exclusion notices. The library manager shall designate those library staff authorized to issue warning and exclusion notices.

(C) Issuance of warning or exclusion notices.

(1) Warning notice. After the issuance of a verbal warning to a library customer for a violation of the rules of conduct or immediately upon the occurrence of a serious rule of conduct violation, library staff designated by the library manager may issue a written warning notice for a

rule of conduct violation. The warning notice shall specify that the recipient must leave the library for the remainder of the day, and that in the event a second violation of the rules of conduct occurs within 90 days of the date of issuance of the warning notice, that person shall be subject to exclusion from the library facility for a period of time not to exceed two years or the loss of some or all of his or her library privileges as the library manager may determine to be appropriate. The warning notice shall also contain information concerning the right to appeal. The person to whom the warning notice is issued shall sign a written acknowledgment of its receipt. If the recipient refuses to sign, the person issuing the warning notice shall make a written record of refusal.

(2) Exclusion notice. If a library customer has received a warning notice as set forth in section (C)(1) above and again violates a rule of conduct within 90 days of the date of issuance of the warning notice, library staff designated by the library manager may issue a written exclusion notice excluding the person from the library facility or setting forth the loss of some or all of his or her library privileges as the library manager may determine to be appropriate. If the person is excluded from the library facility, the exclusion shall be for a period of no less than one month and no more than two years. The exclusion notice shall specify the person that is to be excluded from the library facility, the period of the exclusion, the time the exclusion is to commence, and library privileges being lost and the specified period of loss, and information concerning the right to appeal the exclusion notice. The person to whom the exclusion notice is issued shall sign a written acknowledgment of its receipt and allow his or her photograph to be taken. If the recipient refuses to sign or take a photograph, the person issuing the exclusion notice shall make a written record of the refusal.

## **SEC. 7-274. APPEAL PROCEDURE.**

(A) The individual to whom a warning or exclusion notice is issued shall have the right to an appeal from the issuance of the notice.

(B) A notice of appeal of a warning notice or an exclusion notice must be filed, in writing, with the Cultural and Community Services Director within five calendar days of the issuance of the warning or exclusion notice. The notice of appeal shall state the following:

- (1) The appellant's name;
- (2) The appellant's address and a telephone number where he or she can be reached;
- (3) A concise statement as to why the appellant believes that the issuance of the warning notice or the exclusion notice was invalid or unjustified; and
- (4) A copy of the warning notice or exclusion notice shall be attached.

(C) A hearing on the appeal shall be held no more than 15 calendar days after the filing of the appeal, no one except the Cultural and Community Services Director may postpone the hearing date at the request of the appellant or the library staff for good cause. The appellant shall be provided notice of the hearing date, time, and location at least five calendar days prior to the

hearing date. The hearing shall afford a reasonable opportunity for the appellant to be present and present evidence that the warning notice or exclusion notice is invalid or unjustified.

(D) Copies of all library staff documents to be used by the library staff at the hearing shall be made available to the appellant at least five calendar days prior to the hearing.

(E) At the hearing on the appeal, the library staff shall have the burden to show by a preponderance of evidence that the warning notice or exclusion notice was based on and justified by a violation of the rules of conduct described in section 7-272. The Cultural and Community Services Director shall conduct the hearing in an informal fashion and shall not be bound by the technical rules of evidence.

(F) Within 30 calendar days of the conclusion of the hearing, the library manager shall issue and mail the appellant a written decision containing a statement of the reasons on which the decision is based. The written decision shall include a notice that the parties have 90 days to pursue a petition for a writ of administrative mandamus of the decision under Cal. Code of Civil Procedure Sections 1094.5 and 1094.6. The City Librarian shall serve a copy of such decision to the city manager. The decision of the Cultural & Community Services Director shall be final.

*///*



**SEC. 7-275. VIOLATION OF WARNING OR EXCLUSION NOTICE.**

Any person who violates a provision of a warning notice or an exclusion notice to stay away from the library by physically entering a library facility during the exclusion period is guilty of a misdemeanor punishable as set forth in section 1-10 of this code.”

PART 2. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

PART 3. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five (5) days before the City council’s adoption of the ordinance.

PART 4. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. \_\_\_\_\_ was first read on \_\_\_\_\_, 2019, and finally adopted on \_\_\_\_\_, 2019, to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Tim Flynn, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Fischer, City Attorney

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**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Report**  
**AGENDA ITEM NO.: 2**

**DATE:** January 15, 2019

**TO:** City Council

**FROM:** Ashley Golden  
Development Services Director

**SUBJECT:** Second Amendment to Agreement for On-Call Permit Processing and Planning Services and Associated Budget Appropriation (5/5/5)

**CONTACT:** Ashley Golden, Development Services Director  
Ashley.Golden@oxnard.org, (805) 385-7882

**RECOMMENDATION:**

That City Council:

1. Approve and authorize the Mayor to execute the Second Amendment with Rincon Consultants, Inc., extending Agreement #7690-16-DS for two years and increasing the contract amount by \$450,000 for a new agreement total of \$950,000; and
2. Approve an appropriation from General Fund Reserve in the amount of \$75,000 to provide funding in FY 2018-2019 for professional services.

**BACKGROUND**

The City issued a Request for Qualifications (RFQ) in August 2016 for on-call permit processing and planning services. Four firms responded and Rincon Consultants, Inc. (Rincon) was selected based on their extensive work with the City as well as their breadth and diversity in available staff. The on-call agreement with Rincon will expire in June 2019 and currently has a not to exceed contract amount of \$500,000. The various funding sources used to pay for this agreement include the General Fund, General Plan Maintenance Fee revenue (GPMF), planning development permit fees and deposits, and funding from other City departments for specific city projects. Expenses from February 2017, when the agreement went into effect, thru October 2018 total \$418,858. Of the \$418,858 39% of the costs are General Fund projects, 36% planning development permit fees/deposits, 20% GPMF, and 5% other City departments.

The FY 2018-19 Adopted Budget for Planning's Professional/Contract services line item is

Second Amendment to Agreement for On-Call Permit Processing and Planning (5/5/5)

January 15, 2019

Page 2

\$137,947. This represents a reduction of \$79,741 compared to the FY 2017-18 budget of \$217,688. Besides the on-call permit processing agreement with Rincon, the current budget is also used for professional services agreement for contract planning:

1. Harbor/Fisherman's Wharf Project (RRM);
2. Architectural review services (Johnson + Muller);
3. Landscape architectural review (Brodersen Associates and Jordan, Gilbert & Bain);
4. Ormond Beach coordinator services (Pollinate);
5. Cannabis Management program services (HdL);
6. Cultural heritage review (County of Ventura); and
7. Onsite posting services (Ron's Signs).

In January 2019, the City will secure an additional professional services contract through a request for qualifications for fiscal impact analysis services, which is required by State Density Bonus Law. This service will further exacerbate the deficient contract line item, however the services is reimbursed by the developers.

The current operating budget of \$137,947 is insufficient to absorb all anticipated, and need, consultant costs. The shortfall is related to a variety of needs including long range planning, development projects, staffing shortages, as well the continuation of Cannabis related work through Fiscal Year (FY) 20, and the inability to "carry over" \$31,775 in FY 17-18 that Council approved on May 15, 2018 for Cannabis Management consulting services. This Cannabis work will continue into FY 19-20. The Planning Division continues to experience a significant number of development planning permits, with many permits having very aggressive processing timelines, as approved within associated Development Agreements.

A number of complex projects such as Short Term Vacation Rentals, the Local Coastal Plan Update, mid cycle Housing Element review, regional planning support documentation in support of the upcoming 6<sup>th</sup> cycle for the Housing Element update, preparatory work associated with the Census, Energy Programming grants, and Puente Power Plant work and support, have resulted in the need to shift projects and utilize contract planning staff. Rincon Consultants, Inc. has the ability to process planning permits that are above and beyond the typical workload of Planning Division staff. In addition, where planning and environmental support in other city departments is requested, such as Housing and Public Works, Rincon is able to provide these services.

Rincon's work is funded through the General Fund (GF), General Plan Maintenance Fund (GPMF), and other City Departments (Other Depts.). They are currently assisting with:

1. Housing Element update and required yearly reporting (required by State law and California Department of Housing and Community Development) (GPMF);
2. 2030 General Plan rezoning program (required by State law) (GPMF);
3. Downtown Development Code environmental analysis and documentation (GPMF);
4. Local Coastal Plan Update consultation (GPMF);

5. Projection of transportation growth needs by zone for the Regional Transportation Program/Sustainable Communities Strategies requirement by Southern California Association of Governments (SCAG mandate) (GF);
6. Housing Related Parks (HRP) grant (approximately \$3 million received in park grant funds as a result of work) (Other Depts.);
7. Review of federal environmental document monitoring and reporting requirements; environmental document preparation; and peer review of environmental studies (Other Depts.).
8. Contract planning staff is also utilized to work on development projects which are funded through developer deposits, such as Wagon Wheel, Topa Financial Towers, Etting Road (Cabrillo Development Project), RiverPark, and Pleasant Valley/Etting Rd. (Daly's development projects) to name a few projects. Rincon staff are currently processing approximately 18-20 development projects. For a comparison, this is nearly equivalent to one full time senior planner. Most of these projects are deposit based permits, which means that a deposit plus 15% is required and received to fully recover all consultants costs expended on these development projects, and cover the City's administrative costs associated with these development projects.

Development activity in the City has significantly increased in 2018. As a comparison, there are 24 more residential projects compared to 2015; 14 more commercial projects (1.6 million square feet) compared to 2015; and roughly 4.1 million more industrial square footage of development projects compared to 2015. In terms of staffing, staffing levels in the Planning Division are the lowest in the County and haven't increased since 2012.

## **STRATEGIC PRIORITIES**

This agenda item supports the Economic Development strategy. The purpose of the Economic Development strategy is to develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character. This item supports the following goals and objectives:

Goal 1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.

Objective 1a. Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City's available resources and assets.

Goal 2. Enhance business development throughout the City.

Objective 2a. Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.

Goal 3. Enhance business retention and attraction.

Objective 3a. Implement an economic development plan for attracting and retaining business.

## Second Amendment to Agreement for On-Call Permit Processing and Planning (5/5/5)

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**FINANCIAL IMPACT**

The Second Amendment will increase the cost of the agreement by \$450,000 for a total of \$950,000, and will continue to be funded by a combination of the General Fund, developer deposits, and General Plan Maintenance Fund fee revenue. Additionally, General Plan Maintenance Fees are annually appropriated to the Local Coastal Plan Update (Project 14IN01) and Housing Element Update (Project 14IN03) to cover costs of Rincon's services related to these projects. Based on services rendered, expenses will be charged to the corresponding operating budget or related projects to cover the costs. Expenses will also be charged to various other funded projects or deposit accounts.

The appropriation of \$75,000 from General Fund Reserves will increase the consulting from \$137,947 to \$212,947. With this recommendation, the estimated FY 2018-19 General Fund Unreserved / Unassigned Fund Balance is \$15.56 million or 11% operating reserve. However, without this appropriation the Planning Division will not be able to meet state compliance requirements for permit processing and long range planning activities. The planning permit revenue is at 60% of budget at 46% through the year. The revenue will help to off-set the appropriation.

*Prepared by: Kathleen Mallory, Planning & Environmental Services Manager, and Sabrina Rodriguez, Management Analyst III.*

**ATTACHMENTS:**

Rincon Second Amendment

Planning BA 01.08.19

## SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Oxnard, a municipal corporation ("City"), and Rincon Consultants, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on February 7, 2017, by City and Consultant. The Agreement previously has been amended on July 18, 2017, by a First Amendment.

City and Consultant agree as follows:

1. In Section 12, Term of Agreement, the date "June 30, 2019" is replaced by the date "June 30, 2021".
2. In subsection a of Section 14 of the Agreement, the figure "\$500,000.00" is deleted and replaced by the figure "\$950,000.00".
3. Section 21 of the Agreement, Indemnity, is deleted and replaced with the following:

### "Hold Harmless, Indemnity and Defense

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying services:

(1) Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type or cause to the extent that the liabilities arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, allegations, 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 (singularly a "**Claim**" and collectively the "**Claims**").

(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 Indemnified Party to the extent required by the paragraph above immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. An allegation or determination that persons other than Consultant are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party to the extent required by the paragraph above. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party.

b. If Consultant does not provide any architectural, landscape architectural, engineering or land surveying services as the Services in this Agreement:

(1) To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless the Indemnified Party from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all Claims. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

(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 Indemnified Party immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs."

c. For services under both 21a and 21b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance."

4. Section 36 of the Agreement is deleted in its entirety and replaced with the following:

"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 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."

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

[Signatures on next page]



## Agreement No. 7690-16-DS

## CITY OF OXNARD

## CONSULTANT

\_\_\_\_\_  
Tim Flynn, Mayor<sup>1</sup>\_\_\_\_\_  
Date\_\_\_\_\_  
Joe Power, Vice President<sup>2</sup>\_\_\_\_\_  
Date\_\_\_\_\_  
Lacrisa Davis, CFO\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Michelle Ascencion, City Clerk\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Fischer, City Attorney\_\_\_\_\_  
Date

<sup>1</sup> The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$175,000 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 \$175,000 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.

<sup>2</sup> 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; 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.

# REQUEST FOR BUDGET APPROPRIATION

**Department:** Development Services  
**Project/Program**  
**Manager:** Kathleen Mallory

**Date:** January 8, 2019  
**Phone:** 385-8370

**Reason for Appropriation:**

To appropriate funds to Planning Division operating line item for consulting services.

**Accounts and Descriptions**

**AMOUNT**

**Fund: GENERAL FUND (101)**

**Expenditures/Transfers Out**

**LAND USE PLAN & ENV PROTC**

101-4101-804-8209 Svcs-Other Prof/Contract 75,000

Sub-total Expenditures 75,000

**Net Change to Fund Balance (75,000)**

**Net Appropriation Change 75,000**

**Approvals**

Department Director \_\_\_\_\_

Chief Financial Officer \_\_\_\_\_

City Manager \_\_\_\_\_

# Second Amendment to Agreement for On-Call Permit Processing and Planning

City Council: January 8, 2019

Kathleen Mallory

Planning & Environmental Services Manager

# BACKGROUND

- On-call agreement with Rincon will expire in June 2019

Fiscal Year 2018-19 Adopted Budget for Planning Professional/Contract Services is \$137,947

Previous FY budget was \$217,688

- Reduced \$79,741 from FY 2017-18
- Professional/Contract Services includes seven contracts
  - One additional contract to be executed in early 2019

# BACKGROUND (CONTINUED)

Budget of \$137,947 is insufficient

1. Reduced \$79,741 since FY 17-18
2. Inability to carry over funding/cannabis management program from a May 2018 appropriation
3. Long range planning work/state mandates
4. Projects with aggressive processing timelines
5. Increased volume of development planning permits since 2015
  - 24 more residential projects
  - 14 more commercial projects (1.6 million square feet)
  - 4.1 million more industrial square footage

# FINANCIAL IMPACT

- Second Amendment increases the agreement by \$450,000, for a total of \$950,000
- Appropriation of \$75,000 from General Fund Reserves
  - Increases the consulting budget from \$137,947 to \$212,947
- Amendment funded by a combination of the General Fund, developer deposits, and General Fund Maintenance fee revenue
  - The planning permit revenue is at 60% of budget at 46% through the year.

# RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute the Second Amendment with Rincon Consultants, Inc., extending Agreement #7690-16-DS for two years and increasing the contract amount by \$450,000 for a new agreement total of \$950,000; and
2. Approve an appropriation from General Fund in the amount of \$75,000 to provide funding in FY 2018-2019 for professional services.