

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



AMENDED AGENDA
(ITEM F-3 ADDED, ITEM I-1 AMENDED – 5/16/19)

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

Council Chambers, 305 West Third Street

Teleconference Location (Ramirez): Holiday Inn Express, 728 16th Street (Breakfast Room), Sacramento
May 21, 2019

Closed Session - 4:30 PM
Appointment Items - 5:00 PM
Regular Meeting - 6:00 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code section 54956.9 (d)(1))
(City Council)
Name of case: Daniel Gallinot v. City of Oxnard
Ventura County Superior Court, Case No. 56-2019-00524951-CU-BC-VTA
Workers' Compensation Appeals Board Case No. ADJ10151241
In re Industrial Disability Retirement Appeal of Daniel Gallinot
2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code section 54956.8)
(City Council)
The purpose of the closed session is for the City Council to review the status of negotiations for the potential sale of real property and to provide instructions to the negotiators pursuant to Government Code section 54956.8.
Properties:
425 South B St. (202-0-101-415, SSA Building);

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

Agenda Item time estimates: (Staff Presentation / Council Discussion / Public Comment)

202-0-101-205; 202-0-101-225; 202-0-101-360; 202-0-101-405; 202-0-101-435
538 South B St. (202-0-105-120); 202-0-105-170; 202-0-105-195; 202-0-105-210; 202-0-105-235;
202-0-105-260; 202-0-105-305

Agency negotiators: Jeffrey Lambert, Community Development Director, and Kenneth Rozell,
Assistant City Attorney.

Negotiating party: Madison Park Financial Corp.

Under negotiation: Price and terms of payment for the potential sale of City properties.

D. APPOINTMENT ITEMS (5:00 PM)

1. Finance Department

SUBJECT: Single Audit Report and Corrective Action Plan Update. (15/10/5)

RECOMMENDATION: That the City Council receive an update on the FY 2018 Single Audit Report (presented by external auditors Eadie & Payne) and the Corrective Action Plan addressing audit findings for FY 2015 through 2018. (Finance and Governance Committee approved 3-0.)

Legislative Body: City Council

Contact: Kevin Riper, (805) 385-7475

2. Finance Department

SUBJECT: Status Update of Internal Audit Projects Memo. (10/5/5)

RECOMMENDATION: That the City Council receive an update from the Internal Auditors on the status of the current projects in progress related to the Internal Audit Department. (Finance and Governance Committee approved 3-0)

Legislative Body: City Council

Contact: Kevin Riper, (805) 385-7475

3. Finance Department

SUBJECT: Internal Audit Department Protocol For Investigation of City Management Personnel. (5/5/5)

RECOMMENDATION: That the City Council receive an update from the Internal Auditors on the appropriate protocol for investigating members of the City of Oxnard's management. (Finance and Governance Committee approved 3-0.)

Legislative Body: City Council

Contact: Kevin Riper, (805) 385-7475

E. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Commendation to employee Mike Shaffer for Receiving the "Up and Coming Leader" Award at the 2019 Public Sector Chief Information Officer Academy.

2. SUBJECT: Recognition of the City of Oxnard City Treasurer's Staff for Receiving the California Municipal Treasurers Association Investment Policy Certification.

NEW ITEM

3. SUBJECT: Presentation of a Proclamation Designating the Week of May 19-25, 2019 as "Public Works Week."

G. **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.

H. **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.

I. **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.

AMENDED ITEM

1. **City Clerk Department**

SUBJECT: Appointment of Members to Serve on City of Oxnard Citizen Advisory Groups ("CAGs"). (5/5/5)

RECOMMENDATION: That the Mayor, with the concurrence of the City Council, make the following appointments:

- a. Four (4) members to the Commission on Homelessness,
- b. Four (4) members to the Community Relations Commission,
- c. Seven (7) members to the Cultural Arts Commission,

- d. Seven (7) members to the Parks, Recreation and Community Services Commission,
- e. Two (2) members to the Planning Commission,
- f. Six (6) members to the Senior Services Commission,
- h. Four (4) members to the Downtown Design Review Committee (DDRC), and
- i. One (1) member to the Mobilehome Park Rent Review Board.

Legislative Body: City Council

Contact: Michelle Ascencion, (805) 385-7805

J. 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.

K. 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.

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the May 7, 2019 regular meeting as presented.

Legislative Body: City Council

Contact: Michelle Ascencion, (805) 385-7805

2. City Clerk Department

SUBJECT: Budget Appropriation for Use of PEG Funds to purchase equipment used to expand the City's PEG channel capacity.

RECOMMENDATION: That City Council approve an appropriation in the amount of \$16,568 from the Public, Educational, and Governmental ("PEG") Fees Capital Improvement Fund 311 to Council Chambers A/V Upgrade (Project 151401) for:

- 1. Previous expenditures of \$2,483 for microphones and monitors in the Council Chambers;
- 2. Purchase of video encoding equipment and accessories for broadcasting meetings in the amount of \$2,045; and
- 3. Purchase of an electronic voting and speaker management system in the amount of \$12,040.

Legislative Body: City Council

Contact: Michelle Ascencion, (805) 385-7805

3. Community Development Department

SUBJECT: Planning & Zoning (PZ) Permit No. 19-580-01 (Zone Text Amendment - ZTA) - Amendments to Chapter 16, Article II and Article V, Division 13, of the Oxnard City Code (OCC) Pertaining to Accessory Dwelling Units.

RECOMMENDATION: That the City Council adopt Ordinance No. 2959 amending Chapter 16, Article II and Article V, Division 13, of the Oxnard City Code (OCC) pertaining to definitions and regulations governing Accessory Dwelling Units (ADU).

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

4. Cultural & Community Services Department

SUBJECT: Senior Nutrition Program Grant Application and Revenue Approval for FY 2019-20.

RECOMMENDATION: That the City Council:

1. Adopt a resolution authorizing the City Manager or designee to submit an application for the Ventura County Area Agency on Aging Senior Nutrition Grant; and
2. If funding is received, authorize:
 - a) the City Manager or designee to execute the grant agreements;
 - b) the Chief Financial Officer or designee to submit financial reports and grant claims and approve special budget appropriations for the use of the grant funds; and
 - c) the City Manager or designee to submit non-financial reports.

Legislative Body: City Council

Contact: Terrel Harrison, (805) 385-7994

5. Cultural & Community Services Department

SUBJECT: Oxnard School District After School Education and Safety Grant.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an agreement with the Oxnard School District (OSD) (A-8138) for the City to receive an amount not to exceed \$2,100,000 for after school program Primary Services with contingency for \$50,000 in Additional Services at OSD's discretion. (Community Services Committee to review on May 14, 2019)

Legislative Body: City Council

Contact: Terrel Harrison, (805) 385-7994

6. Finance Department

SUBJECT: Amendment to External Auditor Agreement for Annual Auditing Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the Seventh Amendment to Agreement A-7819 with Eadie + Payne, LLP, to increase the amount by \$329,347, for a total amended not-to-exceed amount over 5 years of \$1,975,910 for FY 2018-19 CAFR/Single-Audit/Ancillary Assistance and for out-of-scope work for the FY 2017-18 audit and legal support for litigation.

Legislative Body: City Council

Contact: Kevin Riper, (805) 385-7475

7. Human Resources Department

SUBJECT: Fiscal Year 2019-20 Purchase Order for General Liability Insurance.

RECOMMENDATION: That the City Council approve the expenditure of Fiscal Year 2019-20 funds in the amount of \$576,676 for general liability insurance to be purchased through the City's broker, Arthur J. Gallagher & Co., and authorize the Mayor to execute a purchase order in Fiscal Year 2019-20 for the payment thereof.

Legislative Body: City Council

Contact: Mike More, (805) 385-7480

8. Public Works Department

SUBJECT: Award Contract A-8134 to Oilfield Electric Company for On-Call Electrical Repair, Maintenance and Replacement Services.

RECOMMENDATION: That the City Council award and authorize the Mayor to execute an agreement with Oilfield Electric Company (Agreement No. 8134) in the amount of \$800,000 for On-Call Electrical Repair, Maintenance and Replacement Services for a three-year term. (Public Works and Transportation Committee approved 3-0).

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

9. Public Works Department

SUBJECT: City of Oxnard Proposed Truck Route Modifications.

RECOMMENDATION: That the City Council adopt a Resolution, pursuant to Oxnard City Code Section 8-3, amending the City of Oxnard Truck Route Map. (Public Works and Transportation Committee approved 3-0).

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

10. Public Works Department

SUBJECT: Agreement for Delivery of Bulk Fuel (Unleaded Gasoline, Clear Diesel and Red Dye Diesel) to City Facilities.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement A-8126 with Conico MacValley, LLC (MacValley), for a term of three (3) years, for a total contract value not to exceed \$1,420,200, to provide bulk fuel delivery services to City facilities for the Wastewater Division, Environmental Resources Division, Fire Stations 1-6 & 8 and River Ridge Golf Course. (Public Works and Transportation Committee approved 3-0).

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

11. Public Works Department

SUBJECT: Agreement for Delivery of Lubricants and Antifreeze to City Facilities.

RECOMMENDATION: That City Council approve and authorize the Mayor to execute Agreement A-8135 with Conico MacValley, LLC, (MacValley), for a term of three (3) years, for a total contract value not to exceed \$356,100, to provide delivery of Lubricants and Antifreeze to City facilities for the Wastewater Division, Environmental Resources Division, Fleet Services Division

and River Ridge Golf Course. (Public Works and Transportation Committee approved 3-0).

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

M. REPORTS

1. City Manager Department

SUBJECT: 2019-2024 Oxnard Convention & Visitors Bureau Annual Report and Five-Year Agreement. (15/10/5)

RECOMMENDATION: That City Council:

1. Receive the annual report from the Oxnard Convention and Visitors Bureau; and
2. Approve a new five-year contract between the City of Oxnard and the Oxnard Convention and Visitors Bureau for marketing activities.

(Housing and Economic Development Committee to review May 14, 2019)

Legislative Body: City Council

Contact: Ashley Golden, (805) 385-7478

2. Community Development Department

SUBJECT: Renewal of the Oxnard Downtown Management District. (10/5/5)

RECOMMENDATION: That the City Council adopt a Resolution of Intention to renew the Oxnard Downtown Management District ("ODMD"), in the amount of \$502,357 in fiscal year 2019-20, and to hold a public hearing on July 16, 2019.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

3. Community Development Department

SUBJECT: Development Review Process Improvements. (20/15/10)

RECOMMENDATION: That the City Council receive staff presentation and provide direction regarding recommendations for improvements to the development review process and provide comments. (Housing and Economic Development Committee reviewed April 9, 2019)

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

N. ADJOURNMENT

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CITY COUNCIL AGENDA REPORT
APPOINTMENT ITEMS (5:00 PM)
AGENDA ITEM NO. D.1.

DATE: May 21, 2019
TO: City Council
FROM: Kevin Riper, Chief Financial Officer, (805) 385-7475, kevin.riper@oxnard.org
SUBJECT: Single Audit Report and Corrective Action Plan Update. (15/10/5)

RECOMMENDATION

That the City Council receive an update on the FY 2018 Single Audit Report (presented by external auditors Eadie & Payne) and the Corrective Action Plan addressing audit findings for FY 2015 through 2018. (Finance and Governance Committee approved 3-0.)

BACKGROUND

The City's annual audit for FY 2014-15 produced 111 single-audit findings. These findings were primarily concerning the policies and procedures of the City (or lack thereof). During the FY 2015-16 audit, there were an additional five audit findings. For FY 2016-17, an additional 19 audit findings occurred; of these, nine were repeat findings from the two prior audits. For FY 2017-18, an additional 37 audit findings have occurred, of which 13 are repeat findings from the prior three audits.

In order to correct these findings, the City is required to produce a Corrective Action Plan or CAP. The CAP must address all unresolved findings and the steps and timeline to correct them. Following the FY 2014-15 audit, the City's Finance Department began to cure these findings but could not create the required CAP until March 2018, when it was finalized and submitted to the State Controller's Office for final adoption.

In the past year, progress on the corrective actions has been slow, primarily due to management and staff turnover and resource constraints. The Finance Department continues to be under-resourced to effectively address all the audit findings while keeping up with the day-to-day demands. Inadequate resourcing is a leading cause for several audit findings, including delays in performing reconciliations and closing the books. Finance leadership is requesting two additional full time positions in FY 2019-20 budget, as follows:

1. Internal Control Senior Manager – dedicated to implementing and maintaining Internal Control Integrated Framework; facilitating resolution of remaining audit findings; driving continuous process improvement to minimize future findings; providing subject matter expertise for ERP implementation.

2. Financial Analyst II/III – dedicated to developing and managing monthly financial reporting and cost allocation processes for the City.

The Finance Department will continue working on the cures for the findings and will report to Council every six months on the continued progress.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This item supports the following goals and objectives:

Goal 1. To help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization, which include Finance, Information Technology and Human Resources.

Objective 1a. Ensure the 128 recommendations outlined in the organizational assessment are implemented through the 3 phased implementation action plans adopted by Council in July, 2015 and provide periodic reports to Council on the status of the implementation plans.

Objective 1c. Develop written procedures to address Internal Control recommendations from Auditor.

FINANCIAL IMPACT

There is no financial impact with this item, other than for the two additional full time positions, which are being requested through the 2019-20 budget process and will have an estimated budget impact of \$185,000.

COMMITTEE OUTCOME

The Finance and Governance Committee voted 3-0 on April 23, 2019, to approve the staff recommendation and to forward the item for Council update.

Prepared by: Donna Ventura, Assistant Chief Financial Officer

ATTACHMENTS

1. Single Audit CC 5-21-19
2. Single Audit Report coverpage
3. CAP Update Presentation for CC - 05.21.19



Single Audit Report for Fiscal Year Ended June 30, 2018

City Council Meeting
May 21, 2019





Agenda

1. Introduction
2. Schedule of Expenditures of Federal Awards (SEFA)
3. Single Audit Report Findings
4. Current Year Findings – Major Federal Programs
5. Current Year Findings – Financial Statements
6. Top 4 Material Weaknesses



Introduction

CAFR

- Issuance Date:
• December 12, 2018

State
Controller's
Office

- Submission Date:
• January 31, 2019

Single Audit
Report

- Issuance Date:
• March 20, 2019

Federal Audit
Clearinghouse

- Submission Date:
• March 27, 2019



Schedule of Expenditures of Federal Awards (SEFA)

- Total Expenditures \$6.9M
- Major Programs 3
- Total Programs 16



Single Audit Report Findings

- Findings Categories
 - Material weakness (MW)
 - Significant deficiency (SD)
 - Non-compliance (NC)
 - Best practice opportunity (BP)
- Current Year Findings
- Prior Year Findings



Current Year Findings – Major Federal Programs

2018-001 through 2018-008	SD
Major Federal Programs	
Department of Housing and Urban Development	8
TOTAL	8

**6 of the 8 findings have been identified
also as non-compliance (NC) findings.**



Current Year Findings – Financial Statements

Finding No. and Description	MW	SD	BP	Repeat of PY
2018-009: Properties Held for Sale	✓			Yes
2018-010: Journal Entries	✓			Yes
2018-011: Accrued Receivables		✓		Yes
2018-012: Employment Tax Recordkeeping			✓	Yes
2018-013: Bank Reconciliations	✓			Yes
2018-014: Cash Receipts		✓		Yes
2018-015: Lease Agreements		✓		Yes
2018-016: Pension Plans		✓		Yes
2018-017: Year-end Closing Process	✓			No
2018-018 through 2018-037: Information Technology (IT) General Controls		✓		No
TOTAL NO. OF FINDINGS: 29	4	24	1	



Top 4 Material Weaknesses – Current Year

1. 2018-009 – Properties Held for Sale
2. 2018-010 – Journal Entries
3. 2018-013 – Bank Reconciliations
4. 2018-017 – Year-end Closing Process

SINGLE AUDIT REPORT

Fiscal Year Ended June 30, 2018

Due to size, the full version of this attachment is available at the Oxnard Main Library, the City Clerk's Office, and on the City's website: www.Oxnard.org/City-Meetings



CITY OF
OXNARD
CALIFORNIA

UPDATE ON CORRECTIVE ACTION PLAN: FY 2015-2018 SINGLE AUDITS

Presentation to City Council

Donna Ventura, Assistant CFO

May 21, 2019



AGENDA

- Status of CAP
- Resource Implications
- Questions

CAP STATUS DEFINITIONS

Complete – Auditors have tested and determined that corrective action for the finding has been effectively implemented

To Be Tested – Policies and Procedures (P&P) approved (if applicable), training completed and corrective action ready for auditors to test during the next single audit

P&P Draft – P&P drafted but not yet approved by CFO, training not yet provided

In Progress – Staff has taken steps towards implementation, but not yet drafted P&P or completed training

Not Started – Staff has not initiated mitigations, implemented resolutions or provided training

Rejected/No Longer Required – Staff disagrees with the finding and/or auditors have determined corrective action is no longer required

LAST YEAR, NEARLY TWO-THIRDS OF THE 135 FINDINGS WERE COMPLETE OR READY TO BE TESTED

FY 2015-2017 FINDINGS STATUS (as of October '18)	MATERIAL WEAKNESS	SIGNIFICANT DEFICIENCY	Non-Compliance	Best Practice	TOTAL
COMPLETE	29	12	2	2	45
TO BE TESTED	10	22	4	5	41
P&P DRAFT	12	1	0	1	14
IN PROGRESS	16	9	1	3	29
NOT STARTED	1	4	0	1	6
TOTAL Findings	68	48	7	12	135
<i>Repeat Findings</i>	<i>(4)</i>	<i>(3)</i>	<i>(2)</i>		<i>(9)</i>
TOTAL Unique Findings	64	45	5	12	126
TOTAL Unresolved Unique Findings	35	33	3	10	81

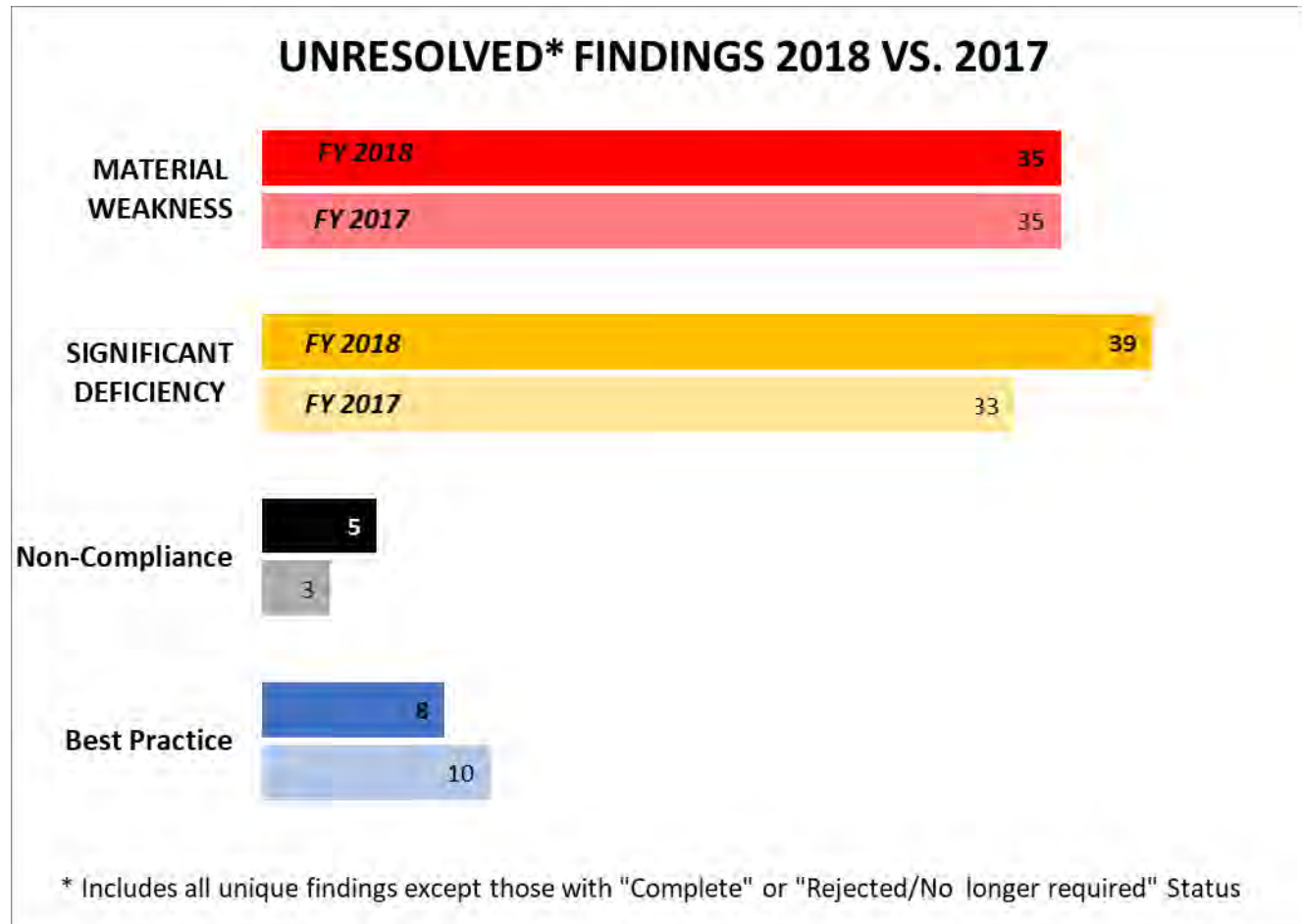
FY 2018 SINGLE AUDIT RESULTED IN 37 ADDITIONAL FINDINGS, WHILE PROGRESS ON CAP HAS SLOWED

FY 2015-2018 FINDINGS STATUS (as of March '19)	MATERIAL WEAKNESS	SIGNIFICANT DEFICIENCY	Non- Compliance	Best Practice	TOTAL
COMPLETE	30	19	2	3	54
TO BE TESTED	11	20	4	5	40
P&P DRAFT	12	1	0	1	14
IN PROGRESS	16	22	4	1	43
NOT STARTED	3	5	2	2	12
Rejected/No Longer Required	0	5	4	0	9
TOTAL Findings	72	72	16	12	172

<i>Repeat Findings</i>	(7)	(9)	(5)	(1)	(22)
TOTAL Unique Findings	65	63	11	11	150

TOTAL Unresolved Unique Findings	35	39	5	8	87
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PROGRESS HAS SLOWED DUE TO MANAGEMENT & STAFF TURNOVER AND RESOURCE CONSTRAINTS



SEVERAL MATERIAL WEAKNESSES WILL BE ADDRESSED WITH IMPLEMENTATION OF AN INTERNAL CONTROL INTEGRATED FRAMEWORK

Unresolved Findings by Category (Includes Repeat Findings)					
	MATERIAL WEAKNESS	SIGNIFICANT DEFICIENCY	Non- Compliance	Best Practice	TOTAL
Internal Control Integrated Framework	13	2	0	0	15
IT General Controls - Information Security	0	13	0	0	13
Grant Compliance - Housing	0	4	7	0	11
Accounts & Notes Receivable / Accrued Revenue	4	5	0	0	9
Journal Entries	8	0	0	0	8
Capital Assets/CIP/Leases	5	1	0	0	6
Grants Management (all other)	0	3	0	2	5
Bank Reconciliations	3	1	0	0	4
Long-term Debt	4	0	0	0	4
All other findings (<4 per category)	5	19	3	7	34
Total	42	48	10	9	109

RESOURCE IMPLICATIONS

- Finance continues to be under-resourced to effectively address all the audit findings while keeping up with day-to-day demands
- Inadequate resourcing is a leading cause for several audit findings, including delays in performing reconciliations and closing the books
 - Of the 87 unresolved findings, 18 are repeat findings including 4 material weaknesses and 8 significant deficiencies
- Finance leadership is requesting two additional FTEs in FY 2020 budget:
 1. Internal Control Senior Manager - dedicated to implementing and maintaining Internal Control Integrated Framework; facilitating resolution of remaining audit findings; driving continuous process improvement to minimize future findings; providing subject matter expertise for ERP implementation
 2. Financial Analyst II/III – dedicated to developing and managing monthly financial reporting and cost allocation processes for the City

RECENT DEVELOPMENTS

- New management January 2019 – Deputy City Manager, CFO and Assistant CFO
- CAFR Audit and Single Audit completed on schedule
- Nearing decision on new ERP system

RECOMMENDATION

That City Council receives an update on the Corrective Action Plan.

Questions





CITY COUNCIL AGENDA REPORT
APPOINTMENT ITEMS (5:00 PM)
AGENDA ITEM NO. D.2.

DATE: May 21, 2019
TO: City Council
FROM: Kevin Riper, Chief Financial Officer, (805) 385-7475, kevin.riper@oxnard.org
SUBJECT: Status Update of Internal Audit Projects Memo. (10/5/5)

RECOMMENDATION

That the City Council receive an update from the Internal Auditors on the status of the current projects in progress related to the Internal Audit Department. (Finance and Governance Committee approved 3-0)

BACKGROUND

The City of Oxnard established an Internal Audit Department to help the City accomplish its objectives and help improve the effectiveness of risk management, control and the governance process. The Internal Audit department is currently working on a number of projects based on the approved City-wide Risk Assessment and matters that have come to their attention through the City's whistleblower program. An update on the current status of projects provides the Finance and Governance Committee (and the City Council) with an understanding of current priorities and an estimated timeline for completion.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

No direct financial impact.

COMMITTEE OUTCOME

The Finance and Governance Committee voted 3-0 on April 23, 2019 to approve the Internal Auditors to present item to the City Council.

Prepared by: Henry Oum, CPA, Internal Auditor for the City of Oxnard

ATTACHMENTS

1. Status of Internal Audit Projects Memo



Memo

Date: March 26, 2019
To: Finance and Governance Committee of
the City of Oxnard
From: Price Paige and Company, Internal Auditors for
the City of Oxnard

Re: **STATUS UPDATE OF INTERNAL AUDIT PROJECTS**

This memorandum will serve to report to the Finance and Governance Committee of the City of Oxnard regarding the status and estimated timeline for completion for current internal audit projects.

CITY-WIDE RISK ASSESSMENT AUDITS

Environmental Resources Cash Handling

Objective: To determine whether the Environmental Resources Department is complying with the documented internal control cash handling policies and procedures.

Status: The Internal Audit department has met with representatives of the Environmental Resources Department, including the Department Director and other management and accounting personnel, to obtain an understanding of significant cash handling controls and procedures. Internal control walkthroughs have been performed to understand the flow of receipts including cash and checks and the related documents utilized in the process. The next phase in this audit is to perform tests of transactions to determine cash handling compliance with the department's policies and procedures. The final phase of this audit will be to provide recommendations to the department for operational efficiencies and improvement.

Estimated Completion: The estimated completion of this internal audit project is in May/June 2019 with a full report to the Finance and Governance Committee.

Overtime Audit

Objective:

1. Through inquiry of personnel and observation of practices, obtain an understanding of key controls over the use and monitoring of overtime at the City of Oxnard.
2. Perform a test of compliance to determine whether the approval of overtime is consistent with the City's policies and procedures.

677 Scott Avenue
Clovis, CA 93612

tel 559.299.9540

fax 559.299.2344

3. Identify and assess significant risks that directly impacts the City's high overtime usage.
4. Benchmark the City's overtime usage with comparable cities of similar size, geography, population and other relevant factors.
5. Prepare a summary report of key financial and labor metrics currently in use and in collaboration with management, determine if the metrics used are adequate or if new metrics should be added to monitor the use of overtime.

Status: The Internal Audit department has met with various department personnel to obtain an understanding of the process used to approve, track and monitor overtime usage. The overtime audit has proved to be much more challenging than anticipated. Each of the key departments maintains and processes their own overtime information, including Fire, Police and Miscellaneous (all other departments). In obtaining an understanding of the overtime usage, the Internal Audit department was required to understand three different systems for administering, tracking and monitoring overtime use. In addition, information anticipated to be routinely extracted from the financial accounting system required manual efforts by City staff to generate the information in a useful format for audit purposes. Analyses of overtime usage that could have been automated required manual review.

We have met with the Fire Department, Police Department and Payroll Department to further understand the key differences in how overtime is administered. The overtime rules differ from department to department and are complex. We have completed our testing of overtime compliance with the City's internal policies and procedures, which includes a review of personnel timesheets, supervisory approvals, overtime pay calculations and other procedures. The next phase is to meet with management personnel in the departments with high overtime usage to review the results of our overtime compliance testing. We expect to work with department management to collaboratively identify effective remedies to reduce overtime.

Estimated Completion: The estimated completion of this overtime audit is in July/August 2019 with a full report to the Finance and Governance Committee.

PERFORMANCE AUDITS

City Corps Performance Audit

Objectives:

1. Through inquiry of personnel, observation of practices, and inspection of documents obtain an understanding of key programmatic goals.
2. Identify and assess significant risks that may hinder City Corp from achieving its key programmatic goals.
3. Identify key financial and performance metrics and determine if management is utilizing these key metrics in the decision-making process.
4. Prepare a summary report of key financial and performance metrics currently in use and in collaboration with management, determine if the metrics used are adequate or if new metrics should be added.
5. Quantify the general fund subsidy over the last five years and obtain a budget from management for the next three fiscal years.

Status: The Internal Audit department met with representatives of City Corps in January 2019 to obtain an understanding of the organizational structure, the program objectives and its impact to the City of Oxnard. We have provided to the City Corps management team a list of documents needed to conduct this performance audit, which include financial and other related information. We will be conducting onsite visitations and audit fieldwork in April 2019.

Estimated Completion: The estimated completion of this performance audit is in June/July 2019 with a full report to the Finance and Governance Committee.

Performing Arts and Convention Center Performance Audit

Objectives:

1. Through inquiry of personnel, observation of practices, and inspection of documents obtain an understanding of key programmatic goals.
2. Identify and assess significant risks that may hinder the Performing Arts and Convention Center from achieving its key programmatic goals.
3. Identify key financial and performance metrics and determine if management is utilizing these key metrics in the decision-making process.
4. Prepare a summary report of key financial and performance metrics currently in use and in collaboration with management, determine if the metrics used are adequate or if new metrics should be added.
5. Quantify the general fund subsidy over the last five years and obtain a budget from management for the next three fiscal years.

Status: The Internal Audit department met with representatives of PACC in January 2019 to obtain an understanding of the organizational structure, the program objectives and its impact to the City of Oxnard. We have provided to the PACC management team a list of documents needed to conduct this performance audit, which includes financial and other related information. We will be conducting onsite visitations and audit fieldwork in April 2019.

Estimated Completion: The estimated completion of this performance audit is in June/July 2019 with a full report to the Finance and Governance Committee.

Golf Course Performance Audit

Objective:

1. Through inquiry of personnel, observation of practices, and inspection of documents obtain an understanding of key programmatic goals.
2. Identify and assess significant risks that may hinder the City's Golf Course from achieving its key programmatic goals.
3. Identify key financial and performance metrics and determine if management is utilizing these key metrics in the decision-making process.
4. Prepare a summary report of key financial and performance metrics currently in use and in collaboration with management, determine if the metrics used are adequate or if new metrics should be added.
5. Quantify the general fund subsidy over the last five years and obtain a budget from management for the next three fiscal years.
6. Identify key controls for the City to improve its oversight of the golf course operators.

Status: This performance audit has not yet commenced as the City Manager has advised that a new concessioner may be operating the golf course and the current concessioner will not be participating in the request for proposal process.

Estimated Completion: If this audit remains necessary, we anticipate that it will commence in August 2019 with an anticipated completion date of December 2019.

INTERNAL CONTROL DEFICIENCIES MONITORING, TRACKING AND FOLLOW-UP

Objective: Assist the City of Oxnard with a method for monitoring and tracking internal control findings related to the City's external audit. The Internal Audit department will work with the City's Finance Department, and all other individual departments with internal control findings, to monitor, track and follow-up on open audit findings and the implementation of the corrective action plan. Follow-up may include verification of the corrective action plan being implemented. The ultimate responsibility to correct all internal control deficiencies rests with the individual departments to which the deficiencies apply.

Status: Not started.

Estimated Completion: This is expected to be an ongoing process and will be considered complete when no audit findings are considered outstanding or pending.

INVESTIGATION OF WHISTLEBLOWER MATTERS

Objective: The City's whistleblower program allows for concerned citizens, residents, employees of the City, vendors or any other party with an opportunity to anonymously report potential fraud, waste or abuse over financial activities and related matters for follow-up and investigation. Complainants may submit their allegations through the City's website, by telephone, e-mail or other communication methods outlined in the Whistleblower policy which is received directly by the Internal Auditors. The Internal Auditors will screen the allegations to determine if the matter is fiscal related and whether predication exists to commence a formal investigation into the allegation.

Status: Currently, we are working on three active whistleblower allegations in which predication has been established. The nature of these matters is sensitive and we will not report on their status until an investigation is complete and a report is issued.

Estimated Completion: The completion of each of the whistleblower matters is highly dependent upon a number of factors, including personnel interviews, information gathering and fact finding. We will report to the Finance and Governance Committee once each of the matters has been completed.

Respectfully submitted,



Price Paige & Company
Internal Auditors for the
City of Oxnard

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CITY COUNCIL AGENDA REPORT
APPOINTMENT ITEMS (5:00 PM)
AGENDA ITEM NO. D.3.

DATE: May 21, 2019
TO: City Council
FROM: Kevin Riper, Chief Financial Officer, (805) 385-7475, kevin.riper@oxnard.org
SUBJECT: Internal Audit Department Protocol For Investigation of City Management Personnel. (5/5/5)

RECOMMENDATION

That the City Council receive an update from the Internal Auditors on the appropriate protocol for investigating members of the City of Oxnard's management. (Finance and Governance Committee approved 3-0.)

BACKGROUND

The City of Oxnard's Internal Audit department monitors the City's whistleblower program, which allows for concerned citizens, residents, employees and other vested members of the community to report potential fraud, waste and abuse. The Internal Audit department has broad guidance on how to investigate members of the City of Oxnard's management team. This update from the Internal Audit Department provides clarity as to the proper protocol and approach that should be taken if those investigations are required.

STRATEGIC PRIORITIES

This agenda item provides better clarity regarding how investigations of City management personnel will be conducted and reported. This agenda item is a routine operational item.

FINANCIAL IMPACT

No direct financial impact.

COMMITTEE OUTCOME

The Finance and Governance Committee voted 3-0 on April 23, 2019, to approve the Internal Auditors to present item to the City Council.

Prepared by: Henry Oum, CPA, Internal Auditor for the City of Oxnard

ATTACHMENTS

1. Internal Audit Department Protocol for Investigation of City Management Personnel Memo
2. Investigation of City Management Powerpoint



Memo

To: Mr. Alexander Nguyen, City Manager City of Oxnard

From: Fausto Hinojosa, CPA, CFE Internal Auditor
Henry Oum, CPA, Internal Auditor

Date: April 15, 2019

Re: INTERNAL AUDIT DEPARTMENT PROTOCOL FOR INVESTIGATION OF CITY
MANAGEMENT PERSONNEL

Mr. Nguyen,

Below is a summary of our protocol for conducting investigations and reporting related to certain management personnel of the City of Oxnard:

City Council Members – If allegations of wrongdoing come to the attention of the Internal Auditor through the whistle-blower hotline or by any other means, the Internal Auditor will report the matter to the City Attorney. The City Attorney should consider whether sufficient predication exists requiring an investigation. The City Attorney should consider his/her legal obligation to report the matter to outside law enforcement agencies for investigation. The Internal Auditor will not conduct investigations of City Council members because the Internal Auditor reports to the City Council as a body and is therefore not independent.

City Clerk – If allegations of wrongdoing come to the attention of the Internal Auditor through the whistle-blower hotline or by any other means, the Internal Auditor will report the matter to the City Attorney. The Internal Auditor will determine if sufficient predication exists to move forward with a formal investigation. If predication exists, the Internal Auditor will proceed with an investigation and will regularly communicate status of the investigation to the Chairman of the Finance and Governance Committee and to the City Attorney. The communication by the Internal Auditor to the Chairman of the Finance and Governance Committee is required because the Finance and Governance Committee is the body responsible for oversight of the Internal Auditor. Communication by the Internal Auditor to the City Attorney is required to help protect the interests of the City and to ensure that the investigation by the Internal Auditor is conducted in a lawful manner.

677 Scott Avenue
Clovis, CA 93612

tel 559.299.9540
fax 559.299.2344

City Treasurer – If allegations of wrongdoing come to the attention of the Internal Auditor through the whistle-blower hotline or by any other means, the Internal Auditor will report the matter to the City Attorney. The Internal Auditor will determine if sufficient predication exists to move forward with a formal investigation. If predication exists, the Internal Auditor will proceed with an investigation and will regularly communicate status of the investigation to the Chairman of the Finance and Governance Committee and to the City Attorney. The communication by the Internal Auditor to the Chairman of the Finance and Governance Committee is required because the Finance and Governance Committee is the body responsible for oversight of the Internal Auditor. Communication by the Internal Auditor to the City Attorney is required to help protect the interests of the City and to ensure that the investigation by the Internal Auditor is conducted in a lawful manner.

City Manager – If allegations of wrongdoing come to the attention of the Internal Auditor through the whistle-blower hotline or by any other means, the Internal Auditor will report the matter to the City Attorney. The Internal Auditor will determine if sufficient predication exists to move forward with a formal investigation. If predication exists, the Internal Auditor will proceed with an investigation and will regularly communicate status of the investigation to the Chairman of the Finance and Governance Committee and to the City Attorney. The communication by the Internal Auditor to the Chairman of the Finance and Governance Committee is required because the Finance and Governance Committee is the body responsible for oversight of the Internal Auditor. Communication by the Internal Auditor to the City Attorney is required to help protect the interests of the City and to ensure that the investigation by the Internal Auditor is conducted in a lawful manner.

City Attorney – If allegations of wrongdoing come to the attention of the Internal Auditor through the whistle-blower hotline or by any other means, the Internal Auditor will report the matter to the City Manager. The Internal Auditor will determine if sufficient predication exists to move forward with a formal investigation. If predication exists, the Internal Auditor will request that outside legal counsel be retained by the City to work in conjunction with the Internal Auditor on the investigation. The Internal Auditor and outside legal counsel will regularly communicate status of the investigation to the Chairman of the Finance and Governance Committee and to the City Manager. The communication by the Internal Auditor to the Chairman of the Finance and Governance Committee is required because the Finance and Governance Committee is the body responsible for oversight of the Internal Auditor. The retention of outside legal counsel is required to help protect the interests of the City and to ensure that the investigation by the Internal Auditor is conducted in a lawful manner.

Respectfully submitted,

A handwritten signature in cursive script that reads "Price Paige & Company".

Price Paige & Company
Internal Auditors for the
City of Oxnard

Whistleblower Investigations of City of Oxnard Management Members



PRICE PAIGE & COMPANY
Accountancy Corporation

Presented by:
Internal Audit Department of the City of Oxnard

Whistleblower Investigations of City of Oxnard Management Members

- Price Paige and Company, Internal Auditors monitors the whistleblower program for the City of Oxnard
- Whistleblower program allows for concerned citizens, residents, employees of the City and any other vested community member/partner to report allegations of fraud, waste and abuse to an independent department within the City

Whistleblower Investigations of City of Oxnard Management Members

- Complaints and allegations are confidential and can be anonymous
- Internal auditors will screen the complaint for “predication”
- Many of the complaints received thus far are not fiscal related and therefore will be forwarded to the appropriate department

Whistleblower Investigations of City of Oxnard Management Members

- Questions as to how investigations of City management members will be conducted
 - City Council members
 - City management members
- What are the appropriate protocols and who do the Internal Auditors report to?

Whistleblower Investigations of City of Oxnard Management Members

- City Council Members
 - Report the matter to the City Attorney
 - City Attorney should consider whether sufficient predication exists to conduct investigation
 - City Attorney should consider their legal obligation to report to outside agencies
 - IA should not conduct investigations of City Council members because IA reports to City Council and would not be independent

Whistleblower Investigations of City of Oxnard Management Members

- City Clerk, City Treasurer and City Manager
 - Report the matter to the City Attorney
 - IA will consider whether sufficient predication exists to conduct an investigation
 - IA reports to Chairman of Finance and Governance Committee regarding status
 - IA reports to City Attorney to protect the interests of the City

Whistleblower Investigations of City of Oxnard Management Members

- City Attorney

- Report the matter to the City Manager
- IA will consider whether sufficient predication exists to conduct an investigation
- IA will request the City retain outside legal counsel to work with IA on investigation
- IA reports to Chairman of Finance and Governance Committee and City Manager regarding status
- Outside legal protects the interests of the City

Whistleblower Investigations of City of Oxnard Management Members

Questions and comments?

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AMENDED ITEM
CITY COUNCIL AGENDA REPORT
CITY COUNCIL BUSINESS
AGENDA ITEM NO. I-1

DATE: May 21, 2019

TO: City Council

FROM: Michelle Ascencion, City Clerk, (805) 385-7805, michelle.ascencion@oxnard.org

SUBJECT: Appointment of Members to Serve on City of Oxnard Citizen Advisory Groups ("CAGs"). (5/5/5)

RECOMMENDATION

That the Mayor, with the concurrence of the City Council, make the following appointments:

- a. Four (4) members to the Commission on Homelessness,
- b. Four (4) members to the Community Relations Commission,
- c. Seven (7) members to the Cultural Arts Commission,
- d. Seven (7) members to the Parks, Recreation and Community Services Commission,
- e. Two (2) members to the Planning Commission,
- f. Six (6) members to the Senior Services Commission,
- h. Four (4) members to the Downtown Design Review Committee (DDRC), and
- i. One (1) member to the Mobilehome Park Rent Review Board (MPRRB).

BACKGROUND

Various sections of the Oxnard Municipal Code (Chapter 2, Article II; Chapter 16, Article III; and Chapter 24, Article I) provide for volunteers to be appointed to serve on Citizen Advisory Groups, commonly referred to as "CAGs," to serve primarily in an advisory role to the City Council. Staff recently updated Chapter 2, Article II which governs most of the CAGs, in order to make them more uniform, effective, and manageable, and to create membership by district to mirror the City Council district format.

Except for the planning commission, the initial appointments of each CAG member will be staggered to coincide with the term of their appointing Councilmember. Commissioners nominated by Councilmembers representing Districts 3, 4 and 6 will serve an initial two-year term (ending December 31, 2020). Beginning after the 2020 election, Districts 3, 4, and 6 nominees will serve four-year terms. The nominees of councilmembers representing Districts 1, 2, 5, and the Mayor's appointments will serve full four-year terms (ending December 31, 2022; the MPRRB is an exception – per OCC Sec. 24-5(E)(1), members are appointed to three year terms).

Eligibility requirements for CAG service are: 18 years of age, Oxnard resident, not serving on any other CAG, and not a relative of a city employee or elected official. Some minor exceptions apply for certain CAGs (for example, the Senior Services Commission and DDRC). The applicants recommended for

appointment listed in the attachment have successfully completed a background check. Staff will return in June with additional appointment requests to complete each CAG's membership. The Library Board is not recommended for appointment at this time due to an insufficient number of applications received.

Applications are accepted on an ongoing basis but are actively recruited around the time of the terms' December 31st expiration. Applications are kept on file for two years in case of unexpected vacancies on the CAGs.

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 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.

COMMITTEE OUTCOME

This item did not originate in Committee.

ATTACHMENTS

2019 CAG Appointments REVISED 5/16/19

**Oxnard Citizen Advisory Groups ("CAGs")
Recommended Appointments
May 21, 2019
UPDATED 5/16/19**

Commission on Homelessness

Yukio Okano	D1- Perello
Ruby Durias	D4- MacDonald
Peggy Rivera	D5- Basua
Mayra Plascencia	D6- Lopez

Community Relations Commission

Helaine Stallion	D1- Perello
Cynthia Gonzalez	D2- Ramirez
Amy Hart	D4- MacDonald
Angel Garcia	D6- Lopez

Cultural Arts Commission

Laura Gallardo	D1- Perello
Margaret Cortese	D2- Ramirez
Sandra Diaz	D3- Madrigal
Javier Gomez	D4- MacDonald
Brenda Holmes	D5- Basua
Khalilah Durias	D6- Lopez
Vincent Stewart	Mayor Flynn

Parks, Rec, CommSvcs Commission

Julie Miller Kalbacher	D1- Perello
Gabriel Teran	D2- Ramirez
Jerry Lucero	D3- Madrigal
Angela Whitecomb	D4- MacDonald
Oscar Hernandez	D5- Basua
Eduardo Reyes	D6- Lopez
Roger Poirier	Mayor Flynn

Planning Commission

Deirdre Frank	D1- Perello
Jeremy Meyer	D2- Ramirez

Senior Services Commission

Clark Owens	D1- Perello
Alice Sweetland	D2- Ramirez
Lourdes Villareal Yu	D3- Madrigal
Kay Brainard	D4- MacDonald
LaRita Montgomery	D5- Basua
Victor Gallardo	D6- Lopez

Downtown Design Review Committee

Michael Faulconer	Mayor Flynn
Nicole Doner	Mayor Flynn
Gary Blum	Mayor Flynn
Alesia Martin	Mayor Flynn

Mobilehome Park Rent Review Board

Efrain Jimenez	Mayor Flynn
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**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.1.**

DATE: May 21, 2019
TO: City Council
FROM: Michelle Ascencion, City Clerk, (805) 385-7805, michelle.ascencion@oxnard.org
SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the May 7, 2019 regular meeting as presented.

BACKGROUND

Not applicable.

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. This agenda item does provide transparency of Council meetings to the public.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Michelle Ascencion, City Clerk

ATTACHMENTS

1. Minutes 05.07.2019 CC regular meeting

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
May 7, 2019

A. ROLL CALL/POSTING OF AGENDA

At 4:35 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers, 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Vianey Lopez, Bryan A. MacDonald, Oscar Madrigal, Bert Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present.

Staff members present were Alexander Nguyen, City Manager; Stephen Fischer, City Attorney; Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments were received from Carol Taylor and Debbie Mitchell.

C. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code section 54956.9 (d)(1))
Name of case: Green Energy Holdings, LLC; Auto Fuels, Inc. v. City of Oxnard, et al.
Ventura County Superior Court, Case No. 56-2015-00470344-CU-EI-VTA
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code section 54956.9 (d)(1))
Name of case: William Scarpino; et al. v. City of Oxnard
Ventura County Superior Court, Case No. 56-2015-00475721-CU-OR-VTA

Mayor Flynn read the following closed session statement: “The City Council will recess to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys. The titles of the litigation being discussed are: Green Energy Holdings, LLC; Auto Fuels, Inc. v. City of Oxnard, et al.; and William Scarpino; et al. v. City of Oxnard.”

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(2))
Based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case.

Statement: “The City Council will also recess to a closed session in accordance with Government Code section 54956.9(d)(2). A point has been reached where, in the opinion of City Council on the advice of its City Attorney, based on existing facts and circumstances, there is significant exposure to litigation against the City and all the other entities claiming groundwater rights in the Oxnard subbasin. Due to the current drought and lack of surface water, the agricultural community is

especially vulnerable to restrictions in groundwater pumping. As the Fox Canyon Groundwater Management Agency considers a proposal to restrict such pumping, and as the GMA has stated publicly that it wants to put a groundwater sustainability plan in place by this fall, some members of the agricultural community may file suit to adjudicate the basin, which would bring the City into litigation. Such suit has already been filed on March 27, 2018, against the GMA regarding the Las Posas Valley groundwater basin, which is a neighboring basin that is separate from, but hydrologically connected to, the Oxnard subbasin, which is the City's basin."

4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code section 54956.8)

Property: APN 132-003-301 (adjacent to RiverPark Boulevard near Vineyard Avenue); City-owned property and right-of-way on the north side of U.S. Highway 101 between Rose Avenue and Rice Avenue; City-owned property and right-of-way on the south side of U.S. Highway 101 between Rose Avenue and Rice Avenue; City-owned property and right-of-way on the north side of U.S. Highway 101 between Vineyard Avenue and Rose Avenue; and City-owned property and right-of-way on the south side of U.S. Highway 101 between Vineyard Avenue and Rose Avenue.

Agency negotiator: Alexander Nguyen, Ashley Golden

Negotiating parties: Clear Channel Outdoor, Inc.; Outfront Foster Interstate, LLC

Under negotiation: Price and terms of payment

Statement: "The City Council will also recess to a closed session, pursuant to Government Code section 54956.8, to give instructions to its real property negotiators, Alexander Nguyen, City Manager, and Ashley Golden, Assistant City Manager, concerning negotiations with Clear Channel Outdoor, Inc. and Outfront Foster Interstate, LLC regarding Item C.4 of the meeting agenda."

5. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code section 54956.8)

Property: 220 South K Street; 309 to 315 South K Street; 1101 West Second Street

Agency negotiators: Ashley Golden, Kenneth Rozell

Negotiating party: Oxnard Union High School District

Under negotiation: Price and terms of payment.

Statement: "The City Council will also recess to a closed session, pursuant to Government Code section 54956.8, to give instructions to its real property negotiators, Ashley Golden, Assistant City Manager, and Kenneth Rozell, Assistant City Attorney, concerning negotiations with Oxnard Union High School District regarding Item C.5 of the meeting agenda."

At 4:43 p.m., the City Council recessed to a closed session. At 6:10 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session but that the Council provided direction to its litigators and real property negotiators, and will reconvene in closed session at the end of the meeting to consider item C-3.

D. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

Additional staff members present at this time were Jeffrey Lambert, Community Development Director; Jeff Pengilley, Deputy Building Official; Marisue Eastlake, Senior Services Coordinator; Brian Yanez, Assistant Public Works Director; Rosemarie Gaglione, Public Works Director; Jeri Cooper, Interim Special Districts Manager; Veronica Ortiz-De Anda, Contract Planner; Kenneth Rozell, Assistant City Attorney; Kathleen Mallory, Planning and Environmental Services Manager; Kevin Riper, Chief Financial Officer; Phillip Molina, City Treasurer; Omar Castro, Water Division Manager; Thien Ng, Assistant Public Works Director; and Mike More, Human Resources Manager.

The Ceremonial Items were moved ahead of the Appointment Item.

F. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating the Month of May 2019 as “Older Americans Month.”

Mayor Flynn read the proclamation and presented it to the Senior Services Commission. Chairwoman Alice Sweetland made some remarks and introduced the commissioners.

2. SUBJECT: Presentation of a Commendation to Gordon and Louise Dilger for Winning the Countywide and Statewide Award for Their Service.

Mayor Flynn read the commendation and presented it to Mr. and Mrs. Dilger, who made some remarks. The Senior Services Coordinator also made some remarks.

3. SUBJECT: Presentation of a Proclamation Designating the Month of May 2019 as “Building Safety Month.”

Mayor Flynn read the proclamation and presented it to the Community Development Director and Deputy Building Official, who made some remarks.

E. APPOINTMENT ITEM

Cultural and Community Services Department

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

Chair Sweetland and Vice Chair Kay Brainard of the Senior Services Commission gave a report. Discussion ensued among the Council and commissioners. No action was required.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Chris Hancock (homelessness and vagrancy), Ray Blattel (recently approved Police Department MOU), Lang Martinez (homelessness), Angel Garcia (CSUCI “Humanizing Homelessness” town hall), Patricia Garcia (layoffs and service reduction), Lupe Montano (layoffs and service reduction), Danny Carrillo (layoffs and service reduction), Julie Kalbacher (dust blowing from development project at Fifth Street and Victoria Avenue), Maria

(emergency preparation outreach to the Latino community), Pat Brown (recent Channel Islands Harbor meeting), Debbie Mitchell (Mandalay Bay pilaster repairs), Carol Taylor (Mandalay Bay pilaster repairs), Manuel Herrera (downtown Cruise Night events), and Judy Havas (Mandalay Bay pilaster repairs).

H. REPORT OF CITY MANAGER

The City Manager announced that there will be upcoming meetings of the California Coastal Commission and California Public Utilities Commission held in Oxnard. He also highlighted the achievements of Brooke Yanez, star softball player and daughter of Assistant Public Works Director Yanez. Mr. Yanez also gave an update on a recently beached whale at Oxnard Shores.

I. CITY COUNCIL REPORTS

Councilmember Madrigal reported on the Rose Park Neighborhood cleanup event, Dia del Nino, youth baseball at Eastwood Park, his mother's birthday, Mothers Day, college selections and graduations, and Teacher Appreciation Day.

Councilwoman Basua commented on Mothers Day and International Municipal Clerks Week.

Mayor Pro Tem Ramirez reported on Teacher Appreciation Day, migrating whales and protecting the environment, the California Coastal Commission meeting in Oxnard and environmental justice, upcoming District 2 Town Hall meeting, the Community Development Director's recent award from the American Planning Association, and Mental Health Awareness Month.

Councilman MacDonald commented on the beached whale.

Councilmember Perello commented on Mothers Day, thanked Councilmember Lopez for providing recent assistance, the beached whale, the District 2 Town Hall, AB 147, USA Boxing events, commended Interim Cultural and Community Services Director Terrel Harrison, and the upcoming U.S. Postal Service food drive.

Councilmember Lopez reported on recent elementary school college/career events, an Oxnard Adult School resolution for Adult Education Week, a First Five reading event, the "Humanizing Homelessness" meeting, and upcoming community budget meetings.

Mayor Flynn reported on his recent trip to the Midwest and the condition of some cities' economies, and commented on his daughter's college water polo team reaching the playoffs.

J. REVIEW OF INFORMATION/CONSENT AGENDA

Items L-1 and L-8 were discussed among the Council and staff.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Debbie Mitchell. Discussion ensued among the Council and staff.

L. INFORMATION/CONSENT AGENDACity Manager Department

1. SUBJECT: Citizen Advisory Group Ordinance Adoption.
RECOMMENDATION: That the City Council adopt **Ordinance No. 2957** amending Article II Chapter 2 of the Oxnard City Code relating to Citizen Advisory Groups.

It was moved by Councilman MacDonald, seconded by Councilmember Madrigal, to remove the Nepotism section from Ordinance No. 2957. VOTE: Lopez, MacDonald, Madrigal, voted in favor; Basua, Flynn, and Perello voted against; Ramirez abstained. Without a majority, the motion failed by a 3-3 vote.

City Clerk Department

2. SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of the April 16, 2019 regular meeting as presented.

Cultural and Community Services Department

3. SUBJECT: Appointment of two representatives to the Ventura County Area Agency on Aging Advisory Council.
RECOMMENDATION: That the City Council approve the recommendation from the Senior Services Commission and appoint two Senior Services Commissioners to the Ventura County Area Agency on Aging Advisory Council.

Housing Department

4. SUBJECT: Homeless Emergency Aid Program funding for a permanent shelter and operational support.
RECOMMENDATION: That the City Council authorize the City Manager to accept \$1,500,000 in Homeless Emergency Aid Program funding from the State of California for a permanent shelter and operational support. (Housing and Economic Development Committee approved 3-0)

Human Resources Department

5. SUBJECT: Change to Administrator of Defined Benefit Plan from Phase II Systems, Inc. to Mass Mutual.
RECOMMENDATION: That the City Council:
 1. Adopt **Resolution No. 15,215** authorizing the adoption of a trust agreement and the transfer of PARS supplemental retirement plan assets to a successor trustee; and
 2. Authorize the City Manager to execute Agreement No. A-8123 (Administrative Services Agreement for Defined Benefit Plans on Mutual Fund Platform) with MassMutual. (Finance & Governance Committee approved 3-0)

Police Department

6. SUBJECT: Donation of Used Diving Equipment to the Ventura County Sheriff's Volunteer Search and Rescue Inc., a 501(c)(3) non-profit organization (77-0295203).
RECOMMENDATION: That the City Council adopt **Resolution No. 15,216**:
1) authorizing the donation of diving equipment previously used by the former Oxnard Public Safety Dive Team to the all-volunteer Ventura County Sheriff's Office Search and Rescue Dive Team; and
2) approving the related donation agreement. (Public Safety Committee approved 2-0)

Public Works Department

7. SUBJECT: Approval of Third Amendment to Agreement for Trade Services with Weck Laboratories, Inc. for processing water testing samples for the Channel Islands Water Quality Issue.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the Third Amendment to Agreement No. A-7583 with Weck Laboratories, Inc. to:
1. Add the Special Districts Division to the Agreement's Scope of Services; and
2. Increase the value of the Agreement from \$900,000 to \$960,000 for ongoing services relating to the Channel Islands Harbor water quality issue.
8. SUBJECT: Award Agreement A-8128 for Rose Ave. and Gary Drive Traffic Signal Project.
RECOMMENDATION: That City Council:
1. Award and authorize the Mayor to execute Agreement A-8128 in the amount of \$678,072.40 with California Professional Engineering, Inc. for the Rose Avenue and Gary Drive Traffic Signal Project PW 18-74 State Project No. ATPL-5129 (094);
2. Approve \$67,807.00 for Project contingency for the Rose Avenue and Gary Drive Traffic Signal Project PW 18-74;
3. Approve \$67,807.00 for construction engineering, inspection, labor compliance and project management for the Rose Avenue and Gary Drive Traffic Signal Project PW 18-74; and
4. Approve an appropriation of \$495,000 from the State/Local Grant Fund (219) and \$318,686 from the Air Pollution Buydown Fee Fund (118) for the Rose Avenue and Gary Drive Signal Project 183105.
9. SUBJECT: Award Agreement A-8131 On-Call Mechanical Facility Repair, Maintenance, Replacement and Construction Services Project to Toro Enterprises, Inc.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement A-8131 to the lowest responsible bidder, Toro Enterprises, Inc., for a three year term for an amount up to \$4,500,000 for on-call mechanical facility repair, maintenance, replacement and construction services.

It was moved by Councilwoman Basua, seconded by Councilmember Lopez, to approve the Information/Consent items as presented. VOTE: Basua, Flynn, Lopez, Perello, and Ramirez voted in favor; MacDonald and Madrigal voted against item L-1. The motion carried 5-2 on item L-1, and 7-0 on the remaining items.

M. PUBLIC HEARINGSCommunity Development Department

1. SUBJECT: Planning & Zoning (PZ) Permit Nos. 18-500-10 (Special Use Permit for a Planned Development Permit); and PZ No. 18-300-09 (Tentative Tract Map) for the Property Located on the 700 Block of Doris Avenue.

RECOMMENDATION: That the City Council:

1. Adopt **Resolution No. 15,217** upholding the Planning Commission's approval of PZ No. 18-500-10 (Special Use Permit for a Planned Development Permit), subject to certain findings and conditions set forth in Planning Commission Resolution No. 2019-09; and
2. Adopt **Resolution No. 15,218** approving PZ No. 18-300-09 (Tentative Tract Map for Tract No. 6010), subject to certain findings and conditions set forth in Planning Commission Resolution No. 2019-10.

The City Clerk announced the affidavit of publication and stated that no written communications had been received. The Contract Planner gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Blake Rasmussen.

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

It was moved by Councilman MacDonald, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

2. SUBJECT: Planning & Zoning Permit No. 18-500-11 (Special Use Permit) to construct a 7,059 square-foot building to serve as a dog boarding facility at the Property Located at 481 & 491 Ventura Boulevard.

RECOMMENDATION: That the City Council adopt **Resolution No. 15,219** approving Planning & Zoning Permit No. 18-500-11 (Special Use Permit), subject to certain findings and conditions.

The City Clerk announced the affidavit of publication and stated that no written communications had been received. The Contract Planner gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. No one requested to speak. Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council, staff, applicant Jennifer Greiman, and architect Jeff Zook.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

3. SUBJECT: Planning & Zoning (PZ) Permit No. 19-580-01 (Zone Text Amendment - ZTA) - Amendments to Chapter 16, Article II and Article V, Division 13, of the Oxnard

City Code (OCC) Pertaining to Accessory Dwelling Units.

RECOMMENDATION: That the City Council approve the first reading by title only and waive further reading of an ordinance amending Chapter 16, Article II and Article V, Division 13, of the Oxnard City Code (OCC) pertaining to definitions and regulations governing Accessory Dwelling Units (ADU).

The City Clerk announced the affidavit of publication and stated that one written communication had been received.

The Community Development Director gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Barbara Macri-Ortiz and Pat Brown. Written comments were received from Barbara Macri-Ortiz.

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

It was moved by Councilwoman Basua, seconded by Mayor Pro Tem Ramirez, to approve the recommended action as presented, amending Section 16-469.6(a) (Large Lot Exception) by reducing the minimum to 9,000 square feet, and Section 16-469.6(f) to change the relationship between the existing home and the new ADU to 150 percent. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, and Ramirez voted in favor; Perello voted against. The motion carried 6-1.

(As it was after 10:00 p.m., the City Council voted unanimously for the remaining agenda items to be heard.)

N. REPORTS

Finance Department

1. SUBJECT: General Fund Budget Projections.

RECOMMENDATION: That the City Council receive an update on the latest budget projections for the General Fund. (Finance & Governance Committee approved 3-0)

The Chief Financial Officer gave a report. Discussion ensued among the Council and staff. No action was required.

City Treasurer Department

2. SUBJECT: The City of Oxnard Quarterly Investment Report for the period ending March 31, 2019.

RECOMMENDATION: That the City Council review and accept the report.

The City Treasurer gave a report. Discussion ensued among the Council and staff. No action was required.

The Mayor announced that items N-3 and N-4 would be considered concurrently:

Public Works Department

3. SUBJECT: Approve Agreement A-8119 with Gannett Fleming, Inc. for the City's Water Business Plan.
RECOMMENDATION: That the City Council award and authorize the Mayor to execute a Professional Services Agreement (PSA) A-8119 with Gannett Fleming, Inc. for consultation on the development of the City's future Water Business Plan at a cost not to exceed \$519,143.
4. SUBJECT: Agreement No. 8562-19-PW with Raftelis Financial Consulting, Inc. for Water Rate Study Consulting Services.
RECOMMENDATION: That the City Council approve and authorize the City Manager to execute Agreement Number 8562-19-PW with Raftelis Financial Consulting, Inc. for a sixteen (16) month agreement for Professional Services for Water Rate Study at a cost not to exceed \$160,442.

The Water Division Manager gave a report. Discussion ensued among the Council and staff.

It was moved by Councilman MacDonald, seconded by Councilmember Madrigal, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

Human Resources Department

5. SUBJECT: Adoption of Successor Memorandum of Understanding Between the City of Oxnard and the International Association of Firefighters.
RECOMMENDATION: That the City Council adopt **Resolution No. 15,220** the attached successor memorandum of understanding with the International Association of Firefighters (IAFF).

The Human Resources Manager gave a report. Discussion ensued among the Council and staff.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

CONTINUATION OF CLOSED SESSION

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Government Code section 54956.9(d)(2))
Based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case.

At 11:31 p.m., the City Council recessed to a closed session. At 11:41 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session but that the Council provided direction.

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 11:41 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor

DRAFT

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**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.2.**

DATE: May 21, 2019

TO: City Council

FROM: Michelle Ascencion, City Clerk, (805) 385-7805, michelle.ascencion@oxnard.org

SUBJECT: Budget Appropriation for Use of PEG Funds to purchase equipment used to expand the City's PEG channel capacity.

RECOMMENDATION

That City Council approve an appropriation in the amount of \$16,568 from the Public, Educational, and Governmental ("PEG") Fees Capital Improvement Fund 311 to Council Chambers A/V Upgrade (Project 151401) for:

1. Previous expenditures of \$2,483 for microphones and monitors in the Council Chambers;
2. Purchase of video encoding equipment and accessories for broadcasting meetings in the amount of \$2,045; and
3. Purchase of an electronic voting and speaker management system in the amount of \$12,040.

BACKGROUND

PEG Funds Generally

The Digital Infrastructure and Video Competition Act of 2006 (Pub. Util. Code §§ 5800 et seq., DIVCA) provides for the continued funding of public, educational and governmental access (PEG) channel facilities by holders of state video franchises, and requires franchisees to provide PEG channel capacity as needed. Pursuant to that authority, the City's video franchise ordinance establishes a PEG fee of one percent (1%) of a state franchisee's gross revenues derived from the provision of video service within the City. The federal Cable Act and DIVCA require PEG funds to be used for PEG facility capital costs and related equipment.

Previous expenditures

From 2014 to 2017, various audio/visual equipment was purchased for use in the Council Chambers to replace old pieces of equipment that had reached the end of their useful service life and were beginning to fail. The microphones at the dais, podium, and staff tables were replaced, and three new monitors were purchased - two for inside the Council Chambers and one in the hallway/lobby. However, an additional purchase of \$2,483 was needed for accessory components for the microphones, but wasn't covered in prior appropriations to the PEG Fund. Council is requested to appropriate this amount from the PEG Fees account to balance this fund.

Video encoding equipment

This year, the City Clerk's office implemented a new agenda software system that includes its own livestreaming platform for viewing meetings online. To transition from the current livestream system to the new, Information Technologies staff will need to purchase a new video encoder that is more compatible with the new platform, as well as the necessary accompanying components, in the amount of \$2,045 as an appropriation from the PEG Fees. Much of the footage transmitted using the video encoder will also be featured on the City's cable channel.

Electronic voting and speaker management

Since the City Council's transition from a five-member to a seven-member body late last year, the need to keep meetings

running efficiently is more important than ever. Staff conducted informal bidding to seek an electronic voting and speaker management system for use by the Council to automate the current voice-vote and Council speaking requests. With the new system, ElectroVote, Councilmembers can cast their vote by pushing a button, rather than waiting for their name to be called in a random order. The speaker management portion allows the Council to queue up their requests to speak at the push of a button, rather than waiting to be called on by the presiding officer. The ElectroVote system is unique in that it is a stand-alone hardware system: nearly all other systems available of this type are software-based, and therefore susceptible to network/wi-fi failures. Staff requests \$12,040 for the purchase of this equipment.

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 requested action results in a \$16,568 budget appropriation from the PEG Fees Capital Improvement Fund 311 to the existing Council Chambers A/V Upgrade Project No. 151401, leaving an estimated unreserved fund balance of \$4.15 million for June 30, 2019.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Michelle Ascencion, City Clerk, Jason Zaragoza, Deputy City Attorney

ATTACHMENTS

1. Encoder Purchase
2. BA PEG Fund 311 - Project 151401 (5.2.19)
3. Speak Vote Combined System Quotation - Oxnard 050219



Final Details for Order #111-5161393

[Print this page for your records.](#)

Order Placed: April 26, 2019

PO number: CityClerk01

Amazon.com order number: 111-5161393

Order Total: \$1,858.00

Shipped on April 29, 2019

Items Ordered

2 of: *Matrox Monarch HD Simultaneous Live Streaming & Recording*

Sold by: Adorama Camera ([seller profile](#))

Condition: New

Price

\$929.00

Shipping Address:

George Iafrate
300 W 3RD ST STE 200
OXNARD, CA 93030-5738
United States

Item(s) Subtotal: \$1,858.00

Shipping & Handling: \$0.00

Total before tax: \$1,858.00

Sales Tax: \$0.00

Shipping Speed:

Standard Shipping

Total for This Shipment: \$1,858.00

Payment information

Payment Method:

MasterCard

Item(s) Subtotal: \$1,858.00

Shipping & Handling: \$0.00

Total before tax: \$1,858.00

Estimated tax to be collected: \$0.00

Grand Total: \$1,858.00

Billing address

George Iafrate
300 W 3RD ST STE 200
OXNARD, CA 93030-5738
United States

Credit Card transactions

April 29, 2019: \$1,858.00

To view the status of your order, return to [Order Summary](#).

[Conditions of Use](#) | [Privacy Notice](#) © 1996-2019, Amazon.com, Inc. or its affiliates



Final Details for Order #111-4334146

[Print this page for your records.](#)

Order Placed: April 26, 2019

PO number: CityClerk01

Amazon.com order number: 111-4334146

Order Total: \$186.99

Shipped on April 27, 2019

Items Ordered

Price

2 of: *RCA to HDMI Converter, RuiPuo Composite to HDMI Adapter Support 1080P, PAL/NTSC Compatible with WII, WII U, PS one, PS2, PS3, STB, Xbox, VHS, VCR, Blue-Ray DVD Players (RCA to HDMI Converter)* \$27.99
Sold by: RuiPuo ([seller profile](#))

Condition: New

2 of: *HDMI to RCA, 1080p HDMI to AV 3RCA CVBs Composite Video Audio Converter Adapter Supports PAL/NTSC for Amazon Fire TV Stick, Roku, Chromecast, Apple TV, PC, Laptop, Xbox, HDTV, DVD-Black* \$11.98
Sold by: Epst ([seller profile](#))
Business Price

Condition: New

2 of: *Expert Connect | 1x4 HDMI Splitter | Ultra HD 4K/2K | 1 Input - 4 outputs | Full HD/3D | 1080P | HDMI 1.4 | HDTV | PS4 / PS3 | XboxOne / 360 | DVD | Blu-ray | DTS Digital | Dolby Digital* \$19.99
Sold by: The Experts Direct ([seller profile](#)) | Product question? [Ask Seller](#)

Condition: New

Fulfilled by Amazon // Caring Customer Support // 1 Year Warranty

Shipping Address:

George Iafrate
300 W 3RD ST STE 200
OXNARD, CA 93030-5738
United States

Item(s) Subtotal: \$119.92
Shipping & Handling: \$5.49

Total before tax: \$125.41
Sales Tax: \$0.00

Shipping Speed:

Standard Shipping

Total for This Shipment: \$125.41

Shipped on April 26, 2019

Items Ordered

Price

4 of: *RCA Cable, CableCreation 6ft 3RCA Composite Video Audio A/V AV Y Splitter Cable for Set-Top Box, Speaker, Amplifier, DVD Player, 24K Gold Plated* \$7.24
Sold by: CableCreation ([seller profile](#)) | Product question? [Ask Seller](#)
Business Price

Condition: New

4 of: *AmazonBasics HL-007306 High-Speed HDMI Cable, 6 Feet, 1-Pack* \$6.74
Sold by: Amazon.com Services, Inc ([seller profile](#))
Business Price

Condition: New

Shipping Address:

Item(s) Subtotal: \$55.92

George Iafrate
300 W 3RD ST STE 200
OXNARD, CA 93030-5738
United States

Shipping & Handling: \$3.46

Total before tax: \$59.38
Sales Tax: \$2.20

Total for This Shipment: \$61.58

Shipping Speed:
Standard Shipping

Payment information

Payment Method:
MasterCard

Item(s) Subtotal: \$175.84
Shipping & Handling: \$8.95

Billing address
George Iafrate
300 W 3RD ST STE 200
OXNARD, CA 93030-5738
United States

Total before tax: \$184.79
Estimated tax to be collected: \$2.20

Grand Total: \$186.99

Credit Card transactions

April 27, 2019: \$186.99

To view the status of your order, return to [Order Summary](#).

REQUEST FOR BUDGET APPROPRIATION

Department: City Manager / PIO

Date: April 16, 2019

Project/Program

Manager: Luis Guereca

Phone: 805-385-8075

Reason for Appropriation:

Appropriate funds from PEG Fund 311 to cover purchases of various audio / visual equipment for Council Chambers

Accounts and Descriptions

AMOUNT

Fund: PEG FUND (311)

Expenditures/Transfers Out

Council Chambers A/V Upgrade (Project 151401)

311-1402-821.81-34 MINOR EQUIP-SHOP/FIELD 16,568

Sub-total Expenditures 16,568

Net Change to Fund Balance (16,568)

Net Appropriation Change 16,568

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

Promoting Fairness and Efficiency

May 2, 2019

System Quotation

Quotation To

Michelle Ascencion, CMC, City Clerk
Luly Lopez, Administrative Assistant
City of Oxnard, Office of the City Clerk
300 West Third Street, Fourth Floor
City of Oxnard, CA 93030
Phone: 805-385-8200

Specifications

Speak & Vote Combo™ 14-Station Speaker Recognition and Roll Call Voting system:

- 1 Clerk's Voting Control Module,
- 1 Speaker Recognition Control Module,
- 9 handheld Speaker Request / Vote Modules,
- 5 handheld Speaker Request Only Modules

Large Display Panel (24" wide, name plates 2" x 12").

Warranty as attached.

Pricing

The total price of the ElectroVote system, including tax, shipping and handling is:

Speak & Vote Combo™ 14-Station Speaker Recognition and Roll Call Voting system	\$ 11,147.00
California Sales Tax	\$ 863.89
Shipping & Handling	\$ 30.00
Total:	\$ 12,040.03

Terms are payment in full before shipment.

Quotation valid for 60 days from date first provided. A signed quotation (see below) is required to confirm purchase and pricing.

Production and Shipment

Ready for shipment 3-4 weeks ARO. Faster shipment possible but additional charges may apply.

Please complete the How to Order information at <http://electrovote.com/Combo/order.htm>

Production time begins after we receive and acknowledge this quotation acceptance.

Acceptance

I hereby accept this quotation and agree to all of its terms.

Signature

Name (Print)

Date

(This page is intentionally blank.)



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.3.

DATE: May 21, 2019

TO: City Council

FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

SUBJECT: Planning & Zoning (PZ) Permit No. 19-580-01 (Zone Text Amendment - ZTA) - Amendments to Chapter 16, Article II and Article V, Division 13, of the Oxnard City Code (OCC) Pertaining to Accessory Dwelling Units.

RECOMMENDATION

That the City Council adopt Ordinance No. 2959 amending Chapter 16, Article II and Article V, Division 13, of the Oxnard City Code (OCC) pertaining to definitions and regulations governing Accessory Dwelling Units (ADU).

BACKGROUND

This ordinance was introduced at the May 7, 2019 City Council meeting. There has been no communication received since its introduction. If the ordinance is adopted on May 21, 2019, it will take effect after 30 days.

At the City Council meeting there were questions regarding the new ADU provision: "Exception for Large Lots with a Proposal for a New Primary Dwelling Unit" (Section 16-469.6). This section was created to allow large lots (over 9,000 square feet) with dwelling units of 1,200 square feet or smaller to construct a new "primary" dwelling unit and then designate the existing dwelling unit as the ADU. This optional exception process is not required by State law, is included in recognition that there are a small number of large parcels with relatively small homes where the owners may want to develop a new primary home rather than extensively remodel their original home, and the owner's option of developing an ADU under the non-exception regulations remains.

The staff report accurately presented staff's estimate that the exception provision would apply to approximately 1,262 lots which are over 9,000 square feet. These larger lots are located within subdivisions where the corner lots are often large and around the two golf courses, in the Henry T. Oxnard Historic District, in a portion of the Carriage Square subdivision, and in the former County subdivisions of West El Rio and Cypress Road. Of this total, staff estimates that approximately 200 parcels would have one existing home likely built before the 1970's that is less than 1,200 square feet.

Per the City Council's direction, the attached ordinance revises Section 16-469.6, (A), and (F) to change the size of qualifying legal lots to 9,000 square feet and stipulates that the new primary unit shall be a minimum of 150% of the size of the existing dwelling unit which is subsequently designated and recorded as the ADU.

As part of our Housing Element implementation and monitoring, staff will continue to monitor the effectiveness of the ADU ordinance, and particularly this new provision. Staff will monitor all provisions of the City's ADU regulations, including regulations on ADU sizes in relation to primary residences.

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 goal and objective:

Goal 4. Implement a “one stop shop” effort at the City’s Service Center.

Objective 4a. Streamline internal process to ensure government efficiencies.

FINANCIAL IMPACT

No General Fund impact. ADU permit fees cover staff administrative and direct reimbursable expenses.

COMMITTEE OUTCOME

On April 9, 2019 the Housing & Economic Development (HED) Committee considered the aforementioned two policy questions. For the question pertaining to the lot size, the HED Committee voted 2-1 in favor of reducing the qualifying property size to 9,000 square feet. Mayor Flynn opposed the reduction in lot size due to concerns regarding utility capacity and that this reduction would result in additional utility connections and potential utility impacts. For the question pertaining to the minimum size of the new primary unit, the HED Committee voted 2-1 that the primary residential unit should remain twice the size of the ADU.

The proposed ordinance is included as Attachment A. Consistent with Departmental protocol, the ordinance has not been revised to reflect Committee or Commission’s recommendations.

Prepared by: Kathleen Mallory, Planning & Environmental Services Manager, Chris Williamson, Contract Planner

ATTACHMENTS

1. Attachment A - ADU ZTA ORDINANCE

ORDINANCE NO. 2959

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 16 (ZONING), ARTICLE II, DIVISION 1 AND ARTICLE V, DIVISION 13 OF THE OXNARD CITY CODE RELATING TO DEFINITIONS AND ACCESSORY DWELLING UNITS.

WHEREAS, Government Code §65852.2 was amended in 2016, effective January 1, 2017, regarding Accessory Dwelling Units and, as a result, various provisions of the existing City Code would become inconsistent with state law unless the City Code was updated; and

WHEREAS, the California Department of Housing and Community Development (HCD) released a 39-page document “Accessory Dwelling Unit Memorandum” and held a webinar of December 20, 2016 that provided local governments guidance in preparing local zoning code amendments to comply with Government Code Section 65852.2; and

WHEREAS, on December 20, 2016, the Oxnard City Council adopted Ordinance No. 2914, amending the Oxnard City Code, Chapter 16, Section 16-465, “Second Units,” to be consistent with Government Code Section 65852.2; and

WHEREAS, on March 27, 2017, HCD conditionally approved the City’s 2013-2021 Housing Element, which included a direction to “...examine and modify, as appropriate, the recent zoning amendments passed in 2016”; and

WHEREAS, staff has implemented Ordinance No. 2914 since January 2017 by processing over 50 ADU applications and has determined that additional revisions are needed to assist in implementation of the Ordinance and better meet the intent of fostering affordable housing and being in compliance with Government Code Section 65852.2; and

WHEREAS, the State Legislature adopted SB 229 (Wieckowski) and AB 494 (Bloom), effective January 1, 2018, as ‘clean up’ bills amending various sections of Government Code Section 65852.2 regarding Accessory Dwelling Units (ADU) and, as a result, various provisions of the existing City Code would become inconsistent with state law unless the City Code was updated; and

WHEREAS, the revisions to this ordinance continues to implement Program 6, Zoning Code Amendments, of the 2013-2021 Housing Mid-Cycle Element; and

WHEREAS, Sections 15061(b)(3) and 15282(h) of Title 14 of the California Code of Regulations exempt the project from the requirement for the preparation of environmental documents imposed by the State California Environmental Quality Act; and

WHEREAS, the Planning Commission considered public comments, and voted to recommend approval of this zone text amendment at its meeting of February 7, 2019 with two recommended changes; and

WHEREAS, at its meeting of April 9, 2019 the Housing and Economic Development Committee of the City Council considered public comments and recorded split votes on each of the two recommendations; a 2:1 vote in favor of reducing the minimum qualifying parcel for the ADU Exception to 9,000 sf. and a 2:1 vote denying the Planning Commission's recommendation to change the minimum size requirement for the new primary unit from twice-the-size to 110 percent the size of the existing dwelling unit intended to be redesignated as the ADU.

NOW THEREFORE, the City Council of the City of Oxnard hereby ordains as follows:

Section 1. Amend Oxnard City Code Section 16-10 "Definitions". Existing Oxnard City Code Section 16-10 is amended as shown herein in Exhibit 'A' wherein strikeout indicates removed text and underline indicates added text.

Section 2. Amend Oxnard City Code Sections 16-465, et seq. "Accessory Dwelling Units". Existing Oxnard City Code Sections 16-465, et seq. are amended as shown herein in Exhibit 'B' wherein strikeout indicates removed text and underline indicates added text.

Section 3. Severability. If any provision(s) of this ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end, the provisions of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, even though any one or more sections, subsections, clauses, phrases, parts or portions thereof was declared invalid or unconstitutional.

Section 4. Waiver of Second Reading. City Council approves reading of title only and waives reading of the ordinance at the second reading.

Section 5. Effective date. This ordinance shall become effective thirty (30) days after it is finally adopted.

Section 6. Publication. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk in accordance with Government Code section 36933.

Ordinance No. 2959
May 21, 2019

The foregoing Ordinance was introduced for first reading at a regular meeting of the Oxnard City Council on May 7, 2019, and adopted at a regular meeting on May 21, 2019, to become effective thirty days thereafter.

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

EXHIBIT A

SEC. 16-10. DEFINITIONS.

(A) For the purposes of this chapter, the following words shall have the following meanings:

(1) **ACCESSORY BUILDING** - Any structure built for the support, shelter, or enclosure of property that is separate from but related, subordinate, and secondary to the main use of the property, such as but not limited to: storage sheds, greenhouses, and garages.

(2) **ACCESSORY DWELLING UNIT** - An independent living facility ~~for one or more persons~~ located entirely within or attached to an existing or proposed legal structure or as a detached structure that includes permanent provisions for living, sleeping, eating, cooking ~~and~~ sanitation, and is situated on the same parcel as an existing or proposed primary single-family dwelling, but is subordinate to and smaller than the primary dwelling.

(3) **ACCESSORY SIGN** - Any sign which advertises goods manufactured or produced, goods for sale, or services rendered on the property upon which such sign is located, also known as an on-premise sign.

(4) **ACCESSORY STRUCTURE** - A man-made object other than ornamental statuary, having a permanent location on the ground and more than six inches above the finished grade that is separate from but related, subordinate, and secondary to the main use of the property, such as but not limited to: patio covers, gazebos, and children's play structures.

(5) **ACCESSORY USE** - A use of property separate from, but related, subordinate and secondary to, the main use of the property.

(6) **ADULT DAY CARE FACILITY** - A state-licensed facility that provides less than 24-hour per day care to persons 18 years of age or older in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of these individuals.

(7) **ADULT HEALTH CARE CENTER** - Any family day home, day care center, or social rehabilitation center, as defined in Cal. Health and Safety Code, § 1570.7, and licensed by the State Department of Health, which provides, on less than a twenty-four hour basis, nonmedical care to adults in need of personal services, protection, supervision, assistance, guidance or training essential for sustaining the activities of daily living or for the protection of the individual.

(8) **ALLEY** - Any public thoroughfare for the use of pedestrians or vehicles, not less than ten feet nor more than thirty feet wide, which has been deeded or dedicated to the city as a secondary means of access to abutting property.

(9) **ANTIQUE SHOP** - A retail business that sells works of art, furniture, decorative objects and the like, all of which are at least thirty years old.

(10) **APARTMENT** - A room or suite of rooms in a multi-family dwelling unit designated as a residence for one family-household and containing one permanent provisions for living.

sleeping, eating, cooking and sanitation. Efficiency, studio, and single are terms used for apartments with combined living, sleeping, and/or kitchen areas.

(11) APARTMENT HOTEL - A building containing six or more apartments, designated for use as second or temporary dwellings for transient guests.

(12) APARTMENT HOUSE - Any building which is designed to ~~be~~ or is in fact occupied as the residence of two or more families living independently of each other in such building, in separate apartments, and where such apartments are rented or leased for a period of not less than one month.

(13) AUTOMOBILE REPAIR GARAGE - A building used for the overhaul and repair of vehicles, including body repairs, engine overhaul, upholstery work, parts rebuilding and like activities.

(14) AUTOMOBILE SERVICE STATION - Any business which dispenses gasoline and which may also sell other automotive-related and nonrelated goods and services, but which excludes auto body work, complete engine and transmission overhaul and rebuilding and similar intensive vehicle-related services.

(15) AUTOMOBILE WRECKING - The dismantling or destruction of one or more motorcycles or motor vehicles.

(16) BABYSITTING - The care of one or more children by an individual in a home on a temporary basis, and without the benefit of formal advertising or established hours of business.

(17) BASEMENT - A story partly underground with less than one-half its height above the average finished grade.

(18) BED AND BREAKFAST INN - An establishment, originally built as a single-family residence, operated by a resident owner and containing three to five guest bedrooms, each of which is available for rent to the general public for up to twenty-nine consecutive days.

(19) BEDROOM - Any room that is or can be used for sleeping purposes, including any room other than a kitchen, bathroom, or utility service room, such as a study, den and loft.

(20) BUILDING - Any structure built for the support, shelter, or enclosure of persons, animals, chattels, or property of any kind.

(21) BUILDING HEIGHT - Total height of a building measured from the average finished grade at the base of the building to the highest point of the building.

(22) BUILDING SITE - The area, including all required yards, open space and parking, which a main building and its accessory buildings and uses occupy.

(23) BUSINESS - Any use of property for profit requiring a business license.

(24) CANNABIS - Shall have the same meaning as set forth in Cal. Bus. and Prof. Code Section 26001(f), as that section now appears or may hereinafter be amended or renumbered.

(25) CAR WASH (MECHANICAL) - Any operation which provides for the washing of motor vehicles primarily through the use of mechanical equipment which may include conveyor chains, blowers, steam guns, roller brushes, high pressure vacuum units and similar equipment.

(26) CAR WASH (NONMECHANICAL, SELF-SERVICE) - Any operation which provides for the washing of motor vehicles by the customer, which employs persons only to check, maintain and supervise the use of the facility and equipment, and which has equipment limited to water softeners, water heaters, soap mixing tanks, low pressure vacuum units and similar equipment that produces only a low volume of sound.

(27) CHILD CARE CENTER - A state-licensed child care facility other than a family day care home, in which less than twenty-four hour per day nonmedical care and supervision is provided in a group setting for children.

(28) CHURCH - A building operated primarily for worship or for promotion of religious activities excluding other buildings or activities maintained by religious organizations such as educational institutions, hospitals, homeless shelters and day care centers or operations that are commercial in nature.

(29) CLUB - An association of persons for some common, nonprofit purpose excluding groups organized primarily to render a service which is customarily carried on as a business.

(30) COMMERCIAL DISTRICT - Stores and businesses located in a shopping center of more than ten acres but less than thirty acres and designed to serve several neighborhoods.

(31) COMMERCIAL SCHOOL - A nonaccredited school providing training or personal improvement, such as a beauty college, dance school, business school, or gymnasium.

(32) COMMISSION - The Planning Commission of the city.

(33) COMMON AREA - Any area or space designed for joint use by tenants occupying mobile home parks, condominiums, planned residential groups and similar residential developments.

(34) COMMUNITY APARTMENT PROJECT - A project in which an undivided interest in the property is coupled with the right of exclusive occupancy of any apartment located thereon.

(35) COMMUNITY CARE FACILITY - A State-licensed facility maintained and operated to provide nonmedical residential care, day treatment, adult day care, or foster family agency services for children and/or adults, including, but not limited to, the physically handicapped, mentally impaired, incompetent persons, and abused or neglected children, as further defined in Cal. Health and Safety Code, § 1502.

(36) CONDOMINIUM - An estate in real property consisting of an undivided interest in common in a portion of a parcel of real property, together with a separate interest in space in a building on real property such as a residence.

(37) CONGREGATE LIVING HEALTH FACILITY - A State-licensed residential home with a non-institutional home-like environment that provides twenty-four hour medical supervision and skilled nursing with services for persons who are physically disabled, have a

diagnosis of terminal illness, or are catastrophically and severely disabled, as further defined in Cal. Health and Safety Code, Section 1250.

(38) CORNER LOT - A lot having frontage on two intersecting streets.

(39) DETACHED BUILDING - Any building that is not physically joined to another building by a common wall.

(40) DIRECTOR - The City's Community Development Director or designee.

(41) DRIVE-IN THEATER - A motion picture theater containing a vehicle parking area where patrons remain in their vehicles to view the entertainment presented on one or more screens.

(42) DRIVE-THRU FACILITY - A facility which, by its design, allows people to receive goods and/or services while remaining in their motor vehicles.

(43) DUPLEX - A building containing two dwelling units.

(44) DWELLING UNIT - A room or suite of rooms designed as a residence for one ~~family~~ household and containing one kitchen.

(45) EDUCATIONAL INSTITUTION - An institution offering academic instruction or training leading to a degree, or accredited by the state, including private colleges or trade schools but not including dance schools, business schools, and similar commercial establishments.

(46) EFFICIENCY DWELLING UNIT – a housing unit typically a combined living room and bedroom area, a separate bathroom, and a kitchenette with a typical minimum gross floor area of 220 square feet. Occupancy standards and square footages shall be governed by California Residential Code R304.5. In no instance shall the minimum square footage be less than 220 square feet.

(47) EMERGENCY SHELTER FOR FAMILIES - A permanent facility consisting of a building or group of buildings with overnight sleeping accommodations providing temporary housing for six months or less to homeless families with children under the age of 18, or 21 if they are full-time students or disabled, pursuant to standards set forth in article V, division 18. Such accommodations shall include basic supportive services such as meals, restroom, bathing and laundry facilities. No family shall be denied emergency shelter because of an inability to pay. For purposes of this definition, "disabled" means persons with special needs, including mental disabilities, developmental disabilities, AIDS, substance abuse or chronic health conditions.

(48) EMERGENCY SHELTER, PERMANENT - A permanent facility consisting of a building or group of buildings with overnight sleeping accommodations providing temporary housing for six months or less to homeless persons pursuant to standards set forth in article V, division 18. Such accommodations shall include basic supportive services such as meals, restroom, bathing and laundry facilities. No individual or household shall be denied emergency shelter because of an inability to pay.

(49) **EMERGENCY SHELTER, TEMPORARY** - A temporary facility consisting of a building or group of buildings with overnight sleeping accommodations providing housing to homeless persons for winter warming or similar short-term, temporary operation not to exceed four months within a twelve-month period. No individual or household shall be denied emergency shelter because of an inability to pay.

(50) **ENTERTAINMENT** - Any performance or activity defined herein; provided, however, that the term does not include vocal music or music from a single, unamplified, stringed instrument, including piano.

(51) **FAMILY** - A group of residents whose members jointly occupy a dwelling unit as a single housekeeping unit; have joint use of and responsibility for common areas; share household activities such as meals, chores, maintenance and expenses; but not including residents of commercial group living such as hotels, dormitories and fraternities.

(52) **FARMWORKER** - An employee, also known as an agricultural worker, engaged in agricultural work/farming and any practices performed on a farm in conjunction with farming including cultivating and tillage of soil, the raising of animals and the preparation of agricultural products for market and or to carriers for transportation to market.

(53) **FARMWORKER EMPLOYEE HOUSING** - A residential use of one or more single or multi family dwelling units and accessory dwellings of the same type and in the same zone, and/or group quarters structures with common dining area. A farmworker housing complex does not need to be located on the site of a qualifying agricultural operation where the farmworkers are employed.

(54) **FAST FOOD RESTAURANT** - An establishment whose principal business is sale of pre-prepared or rapidly prepared food served in disposable packaging directly to the customer, for consumption either within the restaurant building or off premises.

(55) **FRONTAGE** - The portion of a lot, parcel or site that abuts a dedicated public street, not an alley.

(56) **FRONTAGE OF BLOCK** - The length of a block measured between two cross streets whereon more than four lots have frontage.

(57) **FRONT LOT LINE** - The line dividing a lot or parcel from an officially designated street; provided, however, that if the street is without frontage, the commission shall designate the front lot line.

(58) **FRONT YARD** - The yard measured the full width of the lot, lying between the front lot line and the closest portion of the main building.

(59) **GARAGE** - An accessory building or portion of the main building having a minimum of four walls, and designed and used principally for the housing of motor vehicles.

(60) **GENERAL COMMERCIAL** - Individual stores and businesses where each establishment is located on a separate lot, with separate parking and loading facilities and not in a shopping center.

(61) GUEST HOUSE - An accessory building for the housing of temporary guests, not containing a kitchen and not being rented or leased.

(62) HABITABLE ROOM - Any room used, or intended or designed to be used for sleeping, living, cooking or dining purposes, excluding such enclosed spaces as closets, pantries, bath or toilet rooms, service rooms, connecting corridors, laundries, unfinished attics, foyers, storage spaces, cellars, utility rooms and similar spaces.

(63) HOME FINDING AGENCY - Any individual or organization engaged in finding homes or other facilities as defined in the Cal. Code of Regulations, for placement of persons of any age for temporary or permanent care, or adoption, including providing continuing social services to such persons.

(64) HOME OCCUPATION - Gainful employment engaged in by the occupants of a dwelling, which is incidental and subordinate to and compatible with the residential use of the property and surrounding residential uses.

(65) HOTEL - A building providing separate bedrooms or baths for the accommodation of travelers, semi-permanent residents and the like, where no kitchen facility is provided, whether known as a hotel, motel, or rooming house.

(66) HOUSEHOLD – See Family.

(67) INLAND WATERWAY - A body of water confined to a channel which permits navigation by vessels and ships and is connected directly to the ocean.

(68) INSTITUTION - An organization having a social, educational, or religious purpose such as a school, church, hospital, club or lodge.

(69) INTERIOR LOT - A lot having lots adjoining on two sides.

(70) INTERIOR YARD SPACE - The area on the lot behind the front setback line which is open from ground to sky and used as private open space except as otherwise permitted in this chapter.

(71) JUNK - Scraps of copper, wood, brass, rope, rags, batteries, paper, trash, rubber, debris, waste, or junked, dismantled or wrecked motor vehicles or parts thereof, iron, steel and other scrap ferrous or nonferrous material.

(72) KEY LOT - A lot whose side lot forms the rear lot line of a reversed corner lot.

(73) KITCHEN - Any room or portion of a room used, or intended, or designed to be used for cooking and preparing food.

(74) LANDSCAPING - The treatment and maintenance of a yard area with predominantly vegetative materials, such as lawn or ground cover, shrubs or trees, and ornamental flagstone, brick or rock work and the like, organized in a manner designed to create or enhance a specific appearance.

(75) LARGE FAMILY DAY CARE HOME - A State-licensed facility that provides care, protection and supervision for seven to fourteen children in the provider's own home for periods

less than twenty-four hours per day, as further defined in Cal. Health and Safety Code, Section 1596.78.

(76) LOT - A parcel of real property officially subdivided and recorded prior to or according to Chapter 15 of this code.

(77) LOT AREA - The number of square feet enclosed by the lot lines of a lot.

(78) LOT DEPTH - The average lineal distance between the front and rear lot lines, measured perpendicular to the front lot line.

(79) LOT WIDTH - The lineal width of a lot measured at the midpoint between the front lot line and rear lot line.

(80) MAIN BUILDING - The building wherein the principal use of a lot or parcel is conducted, including attached structures where more than eight lineal feet of a wall is commonly used.

(81) MAJOR RECREATIONAL EQUIPMENT - Items designed to be used as temporary dwellings for recreational outings, or designed to be used for other recreational purposes, such as travel trailers, trailer coaches, pickup campers, motorized dwellings, tent trailers, boats and boat trailers.

(82) MARIJUANA - Shall have the same meaning as cannabis.

(83) MINI-WAREHOUSE - Any structure designed, built or used as individual compartments for five or more occupants on a lease or rental basis for the purpose of storage of any item for a period of more than forty-eight hours.

(84) MOBILE HOME - A manufactured relocatable vehicle, other than a motor vehicle, designed or equipped for human residential habitation and for being drawn by a motor vehicle.

(85) MOBILE HOME LOT - A parcel of land in a mobile home park rented and used exclusively by the occupants of the mobile home located on that lot.

(86) MOBILE HOME PARK - A contiguous area or tract of land of at least sixteen acres under single ownership which has been planned and improved for the placement of mobile homes for nontransient residential use.

(87) MOBILE HOME STAND - The part of a mobile home lot reserved for the placement of a mobile home.

(88) MOBILE OFFICE - A vehicle other than a motor vehicle designed or used as an office for industrial, professional or commercial purposes, and designed to be drawn by a motor vehicle.

(89) MOTEL - A building or group of buildings or units attached, semi-attached or detached, designed to serve as temporary sleeping quarters for transient persons, whether known as a motel, auto court, tourist court or bungalow court, excluding an adult motel, as defined in section [16-336\(A\)\(5\)](#).

(90) **MOTION PICTURE THEATER** - An establishment containing two or fewer screens where films, motion pictures, video cassettes, slides or similar photographic reproductions are regularly shown for any form of consideration.

(91) **MOTOR VEHICLE** - A device by which any person or property may be propelled, moved, or drawn upon a public street, excepting a device moved by human power.

(92) **MULTI-FAMILY DWELLING** - A building containing two or more dwelling units.

(93) **MULTIPLEX MOTION PICTURE THEATER** - An establishment containing three or more screens where films, motion pictures, video cassettes, slides or similar photographic reproductions are regularly shown for any form of consideration.

(94) **NEIGHBORHOOD COMMERCIAL** - Stores and businesses located in a shopping center of less than ten acres and designed to serve a local neighborhood rather than several neighborhoods.

(95) **NONACCESSORY SIGN** - A sign which advertises products, services or other uses not associated with any use established on the premises on which such sign is located, also known as an off-premise sign and including, but not restricted to, billboards and outdoor advertising structures.

(96) **NONCONFORMING** - Buildings or uses which become not permitted or not in compliance with zoning regulations by reason of changes in the zoning regulations or land use zone classification of the property on which such building or uses are located.

(95) **OCCUPIED AREA** - That area of an individual mobile home lot which has been covered by a mobile home and its accessory structures.

(96) **PARKING SPACE** - A rectangular space, clearly delineated on the ground or pavement, of dimensions required elsewhere in this chapter, to be used for the parking or stopping of motor vehicles.

(99) **PARKING STRUCTURE** - A structure used for the parking of vehicles where parking is accommodated on two or more levels.

(100) **PATIO** - A deck or paved area not extending above the first floor level of a building and open to the sky.

(101) **PATIO SHELTER** - A covered shelter for semi-outdoor recreational activities, which is enclosed on no more than two sides, whether or not the remaining two sides are partially enclosed by a low wall, supporting structural members, lattice work, louvers, screens and the like.

(102) **PAWNSHOP** - An establishment that engages in the business of loaning money on the security of pledges of personal property, and purchasing and selling personal property.

(103) **PERGOLA** - An open-work structure or lattice having at least fifty percent of its roof open to the sky.

(104) **PERMANENT STORAGE** - The storage of any item of personal property for a period of more than forty-eight hours.

(105) **PERMANENT STRUCTURE** - Any object having a solid foundation or fixed location on the ground.

(106) **PRIMARY DWELLING UNIT** - The main residential structure containing one dwelling unit located on a single-family lot.

(107) **PRIVATE SCHOOL** - An accredited private school or college providing academic or trade education.

(108) **PRIVATE STREET** - A privately owned vehicular right-of-way used as access by two or more lots which do not have frontage on a public street.

(109) **PRODUCT ASSEMBLY PLANT** - Production facilities primarily engaged in final or partial assembling or packaging of premanufactured, treated, or fabricated components, materials or products.

(110) **PUBLIC CAMPGROUND** - A public area wherein major recreational equipment may be placed as temporary dwellings.

(111) **PUBLIC PARKING LOT** - A parking lot for motor vehicles created to serve the public either as a separate business or as an accessory use to a business, whether owned by a governmental agency or by a private person or business.

(112) **QUARRY** - Any premises or site from which rock, sand, gravel, stone, earth, soil or any other mineral is removed or excavated for the purpose of sale, excluding the necessary grading or excavating of a building site under a valid building permit.

(113) **REAR LOT LINE** - The lot line most nearly parallel to the front lot line and dividing the lot from an alley or adjoining lot; provided, however, that the Planning Commission shall designate the rear lot line for through lots.

(114) **REAR YARD** - The yard measured the full width of the lot, lying between the rear lot line and the nearest portion of the main building.

(115) **RECREATION COMMERCIAL** - Indoor or outdoor sport, game, or recreational activity which may occur within a building or as outdoor activities, including but not limited to arenas, stadiums, rinks, golf courses, ranges, auditoriums, or theaters.

(116) **REQUIRED YARD** - The yard area required by this chapter.

(117) **RESEARCH AND DEVELOPMENT** - Facilities or establishments primarily performing research or development of industrial or scientific products.

(118) **RESIDENTIAL CARE FACILITY FOR THE ELDERLY** - A housing arrangement of residents at least sixty years of age, where personal care and supervision are provided, as defined in Cal. Health and Safety Code, § 1569.2.

(119) **REVERSED CORNER LOT** - A corner lot whose rear lot line abuts the side lot line of an adjoining lot.

(120) **SCRAP METAL PROCESSING FACILITY** - Any property which is maintained, used, or operated for storing, keeping, buying or selling wrecked, scrapped, ruined, abandoned or dismantled motor vehicles or motor vehicle parts.

(121) **SENIOR AND/OR SENIOR ASSISTED LIVING RESIDENTIAL FACILITY** - A state-licensed residential facility with seven or more residents that provides a range of community dining and/or recreation areas integrated with individual apartment units that may have individual cooking facilities; that provides at least one non-medical and/or medical support service to residents such as housekeeping, laundry, media room facility, library, hair care, recreation, and transportation services; that is restricted to qualifying residents or senior citizens as those terms are defined in Cal. Civil Code, section 51.11; that may include a secure area(s) for residents with limited memory or cognitive abilities and/or limited physical mobility; and that is subject to the regulations for Planned Residential Groups set forth in section [16-466](#) of this code.

(122) **SIDE LOT LINE** - All other lot lines that are not front or rear lot lines.

(123) **SIDE STREET** - A street providing secondary frontage to a lot, and having an angle between forty-five to one hundred and forty degrees at its intersection with the street providing principal frontage for the lot in question.

(124) **SIDE YARD** - The yard lying between the side lot line and the closest portion of the main building and between the front and rear yards.

(125) **SINGLE-FAMILY DWELLING** - A building containing one dwelling unit whether built as a detached building or as an attached townhouse type of unit that does not involve common ownership or adjacent parcels of real property. The definition of single family dwelling does not include farmworker employee housing, but shall including farmworker employee housing projects with six or fewer residents as allowed by state law.

(126) **SMALL RESIDENTIAL HEALTH OR CARE FACILITY** - A facility licensed, authorized or certified by the State that provides nonmedical health or care services to six or fewer persons (except as otherwise provided herein), which State statutes identify as a residential use of property subject only to standards and restrictions applicable to other dwellings of the same type in the same zone, including but not limited to: a congregate living facility, as defined in Cal. Health and Safety Code, § 1250, having no more than six beds; an intermediate care facility/developmentally disabled habilitative, as defined in Cal. Health and Safety Code, § 1250, serving no more than six persons; an intermediate care facility/developmentally disabled-nursing, as defined in Cal. Health and Safety Code, § 1250, having no more than six beds; a state-licensed residential care facility, as defined in Cal. Health and Safety Code, § 1568.01, serving no more than six persons; a small family day care home serving no more than eight children, as defined in Cal. Health and Safety Code, § 1596.78; a pediatric day health and respite care facility, as defined in Cal. Health and Safety Code, § 1760.2, having no more than six beds; an alcoholism or drug abuse recovery or treatment facility, as defined in Cal. Health and Safety Code, § 11834.02, serving no more than six persons; and a state authorized, certified or licensed family care home, foster home or group home providing care on a twenty-four hour a day basis to six or fewer mentally disordered or otherwise handicapped persons or dependent and neglected children, as referred to in Cal. Welfare and Institutions Code, § 5116.

(127) STORY - That portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above; also, if the finished floor level directly above a basement, cellar or unused underfloor space is more than six feet above grade as defined herein for more than fifty percent of the total perimeter or is more than twelve feet above grade as defined herein at any point, such basement, cellar or unused underfloor space shall be considered as a story.

(128) STREET - Land dedicated to or owned by a city, county, or state and designated as a public right-of-way, but not including an alley as defined herein.

(129) STRUCTURAL ALTERATIONS - Any change to a bearing wall, column, beam, joist, roof, rafter or other supporting member of a building or structure.

(130) STRUCTURE - A man-made object other than ornamental statuary, having a permanent location on the ground, and more than six inches above the finished grade.

(131) SUBTERRANEAN GARAGE - Any enclosed motor vehicle storage area of which any portion extends below the average grade of the project site.

(132) SUPPORTIVE HOUSING - Housing with no limit on length of stay, that is occupied by the target population, and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. Such housing shall be considered a residential use of the property and shall be subject only to those restrictions that apply to other residential dwellings of the same type and in the same zone.

(133) SWAP MEET - Any indoor or outdoor facility containing multiple tenant spaces, stalls or booths from which new or used merchandise, crafts, or food are sold, exchanged or bought by separate vendors. An admission fee may or may not be charged. Any facility bearing the name of, or otherwise being promoted as a swap meet or flea market, shall constitute a swap meet for purposes of this chapter.

(134) TANDEM PARKING SPACE - A parking space located ~~so that it abuts immediately behind or in front of~~ a second parking space, such that vehicular access to that second space can be made only through the abutting space. Tandem parking accommodates two or more vehicles.

(135) THEATER - A motion picture theater or an establishment regularly featuring live performance of dramatic productions for any form of consideration.

(136) THRIFT STORE or SECONDHAND STORE - A retail business that engages or specializes in the sale of previously owned, secondhand or used merchandise, in which the area devoted to such merchandise is larger than twenty-five percent of the total floor area devoted to retail sales; provided, however, that this definition does not include antique shops or specialty retail stores that sell only one type of used merchandise, including but not limited to used record stores, used bookstores, used furniture stores, and sports trading card stores.

(137) THROUGH LOT - An interior lot whose front and rear lot lines both abut public streets.

(138) **TIMESHARE** - Dwelling units or commercial transient quarters (such as hotel or motel rooms) divided for purposes of marketing and sale into at least twelve annual time segments of not less than one week or more than thirty days during which the units or quarters may be occupied, with the annual right of occupancy extended over a specified period of time.

(139) **TOWNHOUSE** - A single-family dwelling unit attached to one or more other single-family dwelling units with each dwelling unit occupying a separate lot.

(140) **TOWNHOUSE CONDOMINIUM** - A townhouse, having associated with it an undivided interest in common in a parcel of real property that is contiguous with the townhouse lots.

(141) **TRADITIONAL BED AND BREAKFAST** - An establishment which contains no more than two guest bedrooms each of which is available for rent to the general public for up to twenty-nine consecutive days.

(142) **TRAILER** - A vehicle designed to be towed behind an automobile or truck.

(143) **TRAILER PARK** - Any area where one or more mobile homes are located.

(144) **TRANSIENT** - A tourist or other person abiding in the city for a short period of time.

(145) **TRANSITIONAL HOUSING** - Five or more dwelling unit(s) used as rental housing but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient. Supportive services are provided to facilitate the movement of homeless individuals and their families to permanent housing. An eligible person(s) may live in the dwelling for up to two years, pursuant to Cal. Health and Safety Code, §§ 50675.2(h) and 50801(i). Some units may be designated for transition in place, where person(s) may stay in the unit for more than two years. Such housing shall be considered a residential use of the property and shall be subject only to those restrictions that apply to other residential dwellings of the same type and in the same /one.

(146) **USE** - Utilization of property or buildings for a specific purpose.

(147) **USE AREA** - An open or yard area, uncovered by building or structures, used as the main use or accessory use of a lot or parcel.

(148) **USED CAR JUNK AREAS** - Any property which is maintained, used, or operated for storing, keeping, buying, or selling wrecked, scrapped, ruined, abandoned or dismantled motor vehicles or motor vehicle parts.

(149) **VEHICLE** - Automobile or two-axled truck, customarily used for private transportation, including self-propelled motor homes, recreational and off-road vehicles, utility and travel trailers, and boats and boat trailers.

(150) **WORK/LIVE** - A business establishment, part of which may be used as an accessory dwelling unit by the business operator or employee.

(151) **YARD** - An open area on a private lot or parcel, unobstructed by buildings or structures from the ground to the sky, except by encroachments permitted in this chapter.

(152) YARD AREA - The area of yard on a given lot expressed in numbers of square feet.

(B) These definitions are to be used throughout this chapter unless expressly otherwise provided.

('64 Code, Sec. 34-3) (Ord. No. 617, 725, 893, 958, 1039, 1049, 1099, 1115, 1116, 1131, 1150, 1217, 1233, 1294, 1409, 1424, 1477, 1504, 1555, 1564, 1629, 1632, 1705, 1827, 1829, 1894, 1959, 1967, 2021, 2026, 2130, 2132, 2165, 2313, 2335, 2347, 2466, 2561, 2626, 2671, 2713, 2727, 2847, 2864, 2890, 2896; 2914, 2925, 2928, 2929)

EXHIBIT B

DIVISION 13. ACCESSORY DWELLING UNITS

SEC. 16-465. PURPOSE AND FINDINGS.

(A) Accessory dwelling units (also known as “second units” or “granny flats”) are located within, attached to, or ~~behind detached and adjacent to~~ the primary single-family ~~units~~ unit, and can provide an important source of affordable housing.

(B) Accessory dwelling units, when appropriately sized and located, have little impact on neighborhood quality of life.

(C) Establishing reasonable regulations of accessory dwelling units is an appropriate mechanism to properly balance the need for additional affordable housing with the need to maintain existing community character and neighborhood quality of life.

(D) Accessory dwelling units may be referred to as “Efficiency”, “Studio”, or “Single” and be of any room count and configuration allowed by applicable development standards and building codes. (Ord. No. 2914, 2925)

(E) For purposes of these regulations, reference to “director” shall mean the Director of Community Development.

SEC. 16-466. MINISTERIAL CONSIDERATIONS.

(A) New detached construction - If the director receives an application to construct an accessory dwelling unit by constructing a new detached structure, and the proposal meets all of the requirements of the ~~Municipal Oxnard City~~ Code, then within 120 days of the director receiving ~~a complete~~ an application for the accessory dwelling unit, the director shall ministerially approve the application without a hearing.

(B) New attached construction - If the director receives an application to construct an accessory dwelling unit by adding on to an existing structure and the proposal meets all of the requirements of the City Code, then within one-hundred 120 days of the director receiving ~~a complete~~ an application for the accessory dwelling unit, the director shall ministerially approve the application without a hearing.

(C) Construction within existing structure - If the applicant will not be adding floor area, and instead has submitted ~~a complete~~ an application for an accessory dwelling unit entirely within the existing space of a single-family residence or accessory structure, then ~~the requirements of section 16-469 (“Exception for Accessory Dwelling Unit Within Existing Single Family Residence or Accessory Structure”)~~ shall apply within one-hundred 120 days of the director receiving an application for the accessory dwelling unit, the director shall ministerially approve the application without a hearing.

(D) Historic district or historic property - If the applicant submits ~~a complete~~ an application for an accessory dwelling unit within a designated historic district or on a parcel with a historic designation by the City, County of Ventura, State of California, and/or U.S. Department of the Interior, or on a property that is within the 2005 Downtown Oxnard Historic Resources Survey

area, the application will default to applicable permitting procedures for development of ~~a new housing unit in that location~~, except that the accessory dwelling unit application and use is allowed pursuant to Cal. Gov't Code Section 65852.2.

(Ord. No. 2914, 2925)

SEC. 16-467. STANDARDS FOR REVIEW.

Except as provided in Section 16-469, (~~"Exception for Accessory Dwelling Unit Within Existing Single Family Residence or Accessory Structure"~~ "Fire Safety Exception to Setback Requirements for Accessory Dwelling Unit"), all accessory dwelling units shall meet or exceed all of the following standards:

(A) Zoning compliance - Except as otherwise provided herein, the primary residence and the accessory dwelling unit shall meet current applicable requirements ~~for interior yard space, height, landscaping setbacks, and parking~~ for the zone in which the primary residence and the accessory dwelling unit are located. The accessory dwelling unit shall not be considered when calculating the maximum number of dwelling units permitted by the underlying zone designation.

(B) Residentially zoned - The lot must be zoned R-1, R-1-PD, R-1-7-PD, R-10-PD, R-1-8-PD ("Single-Family"), R-2, R-2-PD ("Multiple Family"), R-3, R-3-PD ("Garden Apartment"), and C-2 ("General Commercial") or CBD ("Central Business District") with approval of a special use permit.

(C) Single-family dwelling - There must be an existing or proposed single-family dwelling on the lot, and the single-family dwelling must be ~~either a legal noneconforming, or legal~~ residence.

(D) No passageway - No passageway, breezeway, or other type of covered passageway that is not fully enclosed and/or conditioned space shall be ~~required in conjunction with~~ allowed to connect the construction of primary dwelling unit to an accessory dwelling unit.

(E) Setbacks for garage units - All otherwise applicable setback requirements apply except that in no event shall:

(1) A setback be required for a garage that is converted to an accessory dwelling unit, or

(2) A required setback exceed five feet from the side and rear lot lines for an accessory dwelling unit that is constructed ~~above a~~ as an addition to an existing garage.

(F) ~~Kitchen Functional Areas~~ - The accessory dwelling unit shall comply with all applicable habitability standards. The accessory dwelling unit shall contain its own an independent kitchen facility and bathroom facility separate from the primary unit. The kitchen facility that shall include at least one of each of the following features: (i) sink; (ii) refrigerator of more than five cubic feet capacity; and (iii) range or cooktop. The accessory dwelling unit shall ~~comply include a separate bathroom with all applicable habitability standards sink, toilet, and bathing facility; and separate or combined living and sleeping areas.~~

(G) Foundation - The accessory dwelling unit shall be constructed on a permanent foundation, complying to the California Building Standards Code.

(H) Architecture - An attached or detached accessory dwelling unit shall comply with the architectural standards of Section [16-23](#) and shall be of materials, colors and in a style which are each compatible with the primary residence, or as reasonable as determined by the director.

(I) Public utilities - The accessory dwelling unit shall be served by adequate public utility facilities including, but not limited to, electric, sewer, water and streets, as certified by the public works director. Accessory dwelling unit shall not be considered by a local agency, special district, or water corporation to be a new residential use for the purposes of calculating connection fees or capacity charges for utilities, including water and sewer service. Where an accessory dwelling unit is created within an existing structure (primary or accessory), no new utility connection or payment of impact fees shall be required. For any other accessory dwelling unit, a local agency, special district, or water corporation may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Any connection fee or capacity charge shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its size or the number of its plumbing fixtures, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

(J) Separate entrances - The accessory dwelling unit shall have ~~an~~ one entrance separate from the entrance to the primary residence. Only one of the entrances may be visible from the front yard of the primary residence unless the primary and accessory dwelling unit entrances are designed in a manner that maintains the appearance of a single-family dwelling. An entrance leading to a foyer with entrances leading from the foyer to the primary dwelling unit and the accessory dwelling unit is allowed. An accessory dwelling unit shall have one primary entrance similar in design to that of the primary dwelling unit. Secondary exterior access including sliding doors, french doors, etc. may be provided in accordance with applicable development standards.

(K) Occupancy by owner - The primary residence or the accessory dwelling unit shall be occupied by the property owner, and the property owner shall annually certify to the city such occupancy ~~in a manner similar to the annual renewable reasonable accommodation self-certification process in accordance with the ADU permit conditions of approval.~~ An owner may be absent from the primary or accessory dwelling unit for up to 12 months during any 36-month period. A property owner who will be absent for more than 12 months may obtain an additional 12 months' absence with director approval if the director determines the approval will not be detrimental to the neighborhood. Before a certificate of occupancy is issued for the accessory dwelling unit, an agreement affecting real property shall be recorded against the property that imposed specific restrictions on the property including occupancy by owner of the property, the accessory unit not being for sale separate from the primary residence and limitations on rentals. The language of the agreement affecting real property shall be approved by the city prior to its recordation.

(L) Not for sale - The accessory dwelling unit shall not be ~~intended to be sold~~ or offered for sale separately from the primary residence.

(M) Rentals - Either the accessory dwelling or the primary residence may be rented, but not both. Rental terms shall be 30 days or longer.

(N) Only one accessory dwelling unit - No more than one accessory dwelling unit may be constructed on any legally existing lot or combinations of lots that are developed as one residential use.

(O) Sprinklers - Fire sprinklers are required for any accessory dwelling unit if they are required for the primary residence.

(P) Building code - All building standards code requirements that apply to detached dwellings apply to accessory dwelling units.

(Q) Minimum and Maximum floor area-Gross Floor Area -

(1) Detached unit - If the accessory dwelling unit is detached from the existing primary dwelling unit, then the accessory dwelling unit's-unit maximum permissible floor area shall be 50% of the square footage of the existing or proposed primary residence, not including garage floor area, except that ~~the maximum~~ that floor area shall ~~not be~~ no less than 600220 gross square feet, or more than 1,200 gross square feet. ~~except that the otherwise applicable maximum permissible floor area shall be increased to the extent necessary for ADA compliance; provided, however, that at least an efficiency unit (as that term is defined by Cal. Health and Safety Code, Section 17958.1) shall be allowed to be constructed in compliance with the local development standards.~~

(2) Addition to existing residence for accessory dwelling unit - If the accessory dwelling unit is attached to an existing primary dwelling unit, and the accessory dwelling unit floor area is added to the existing primary dwelling unit, then the gross square feet and the maximum floor area the applicant may add is 50% of the gross square footage of the primary residence, not including garage floor area, except that the ~~maximum floor area~~ shall be no less than 600220 gross square feet, or more than 1,200 gross square feet. ~~except that the otherwise applicable maximum permissible floor area shall be increased to the extent necessary for ADA compliance; provided, however, that at least an efficiency unit (as that term is defined by Cal. Health and Safety Code, Section 17958.1) shall be allowed to be constructed in compliance with the local development standards.~~

(3) Construction entirely within existing structure – If the accessory dwelling unit is developed entirely within the existing primary residence and/or accessory structure, the ADU shall be the smaller of the two units and the minimum floor area of the ADU shall be no less than 220 gross square feet and the maximum no more than 1,200 gross square feet.

(4) An accessory dwelling unit may be constructed concurrently with construction of an addition to the primary dwelling unit that, by and of itself, meets applicable zoning district development standards for a primary dwelling unit. The minimum and maximum allowed accessory dwelling unit floor areas shall be based on the total size of the primary dwelling unit plus any additions integrated within only the primary dwelling unit, not including garage floor area.

(Ord. No. 2914, 2925)

SEC. 16-468. OFF-STREET PARKING.

- (A) ~~(A)~~ Parking requirements - The requirements of ~~Municipal Oxnard City Code~~ Section ~~16-622~~(F) (entitled "Schedule of Vehicle-Off-Street Parking Requirements") apply, where not specified in this section, ~~where not specified in this section~~.
- (B) Off-Street Parking requirements for accessory dwelling units shall not exceed one parking space per unit or per bedroom, whichever is less. These spaces may be provided as tandem parking. The accessory dwelling unit parking space(s) may not be located in the required front yard setback.
- (C) Off-street parking is not required in any of the following instances when the Applicant demonstrates that:
- (1) The accessory dwelling unit is located within one-half mile of public transit, including transit stations and bus stations;
 - (2) The accessory dwelling unit is located within an architecturally and historically significant historic district;
 - (3) The accessory dwelling unit is constructed entirely within the proposed or existing primary dwelling unit or an accessory structure;
 - (4) When on-street parking permits are required by the City but not offered to the occupant of the accessory dwelling unit; or
 - (5) When there is a car share vehicle located within one block of the accessory dwelling unit.
- ~~-(B) (D) Demolished or converted required parking spaces - When a required garage, carport, or covered parking structure for the primary unit is demolished or converted in conjunction with the construction of an accessory dwelling unit, required parking for the primary unit shall be provided on the property, outside of the front yard setback, and on a city approved pad or structure in compliance with applicable Oxnard City Code requirements.~~

SEC. 16-469. FIRE SAFETY EXCEPTION TO SETBACK REQUIREMENTS FOR ACCESSORY DWELLING UNIT WITHIN EXISTING SINGLE FAMILY RESIDENCE OR ACCESSORY STRUCTURE.

Notwithstanding any other provision of this code to the contrary, the director shall, ~~without a hearing, not~~ ministerially approve ~~a complete an~~ application for a permit to create an accessory dwelling unit if ~~all of the following apply:~~

- ~~-(A) The unit is contained entirely within the existing space of a single family primary residence or legal accessory structure (without adding floor area to the existing residence or accessory structure).~~
- ~~-(B) The unit will be on a lot with a zoning designation listed in section 16-467(B).~~
- ~~-(C) There will be only one accessory dwelling unit on the lot.~~
- ~~-(D) The accessory dwelling unit has independent exterior access from the existing residence.~~
- ~~-(E) The accessory dwelling unit side and/or rear setbacks are insufficient for fire safety as determined by the fire marshal.~~

~~(F) Fire sprinklers are provided to the same extent that they are required for the primary residence.~~

(Ord. No. 2914, 2925)

SEC. 16-469.5. ACCESSORY DWELLING UNIT IN GENERAL COMMERCIAL (C-2) AND CENTRAL BUSINESS DISTRICT (CBD) ZONES.

Accessory dwelling units are allowed in the General Commercial (C-2) zone and in the Central Business District (CBD) zone, subject to Downtown Development Code amendments, upon the issuance of a special use permit pursuant to Division 3, Section 16-530 of the Municipal Oxnard City Code if the lot is developed with only a one legal single-family unit. (Ord. No. 2914, 2925)

SEC. 16-469.6. EXCEPTIONS FOR LARGE LOTS WITH A PROPOSAL FOR NEW PRIMARY DWELING UNIT

Notwithstanding any other provision of this code to the contrary, the Director shall consider a request for a Development Design Review (DDR) permit to develop a new primary housing unit and designate an existing housing unit as the accessory dwelling unit if all of the following apply:

- (A) The qualifying legal lot is at least 9,000 square feet.
- (B) Contiguous lots must be under the same ownership and shall be required to complete a lot merger.
- (C) The existing legal single-family housing unit is not greater than 1,200 square feet in size, not counting an attached or detached garage, or as determined by the Director.
- (D) The lot complies with zoning designations listed in Section 16-467(B).
- (E) The proposed new housing unit is situated on the lot in compliance with applicable zoning setbacks and uniformly applied development and parking standards.
- (F) The proposed new housing unit shall be at minimum of 150 percent the size of the existing dwelling unit now designated as the accessory dwelling unit, not counting an attached or detached garage.
- (G) That approved plans, certificate of occupancy, and related documents shall reflect that the existing housing unit is classified as the accessory dwelling unit and subject to Sections 16-467(F)/-(I) / -(J)/ -(L)/ -(M)/ -(O)/ -(P) and the newly constructed housing unit is classified as the primary unit and subject to Sections 16-467(K)/ -(M)/ -(P).



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.4.**

DATE: May 21, 2019

TO: City Council

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

SUBJECT: Senior Nutrition Program Grant Application and Revenue Approval for FY 2019-20.

RECOMMENDATION

That the City Council:

1. Adopt a resolution authorizing the City Manager or designee to submit an application for the Ventura County Area Agency on Aging Senior Nutrition Grant; and
2. If funding is received, authorize:
 - a) the City Manager or designee to execute the grant agreements;
 - b) the Chief Financial Officer or designee to submit financial reports and grant claims and approve special budget appropriations for the use of the grant funds; and
 - c) the City Manager or designee to submit non-financial reports.

BACKGROUND

The City of Oxnard operates three senior centers and nutrition services are provided as part of the City's offerings. The City has offered this services for over 30 years. Nutrition services include the procurement, preparation, transport, and service of meals in both congregate settings and in seniors' homes. Nutrition services also include outreach, client assessments (for home-delivered meals), monthly program reporting, and fiscal administration. The program's objective is to provide high-quality, nutritionally balanced meals, nutrition counseling and education, and related supportive services to persons aged 60 years and older.

The senior nutrition program will provide approximately 15,000 congregate meals at two of the City's three senior centers. In addition, through a memorandum of understanding between the City of Oxnard and Food Share, approximately 27,000 meals will be delivered to home-bound seniors. Funding for these services is provided through the Older Americans Act, Title III. The initial contract period was July 1, 2016, through June 30, 2017 with potential renewal annually through June 30, 2020. The application is being submitted for Fiscal Year 2019-2020.

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.

FINANCIAL IMPACT

If the grant is awarded, the City will receive funding in the amount of \$109,250. The proposed budget also includes program donations in the amount of \$13,000 and a match of 10% (\$10,925) which is met through facility use for preparation and service of meals.

COMMITTEE OUTCOME

As this is an annual item, this item did not originate in Committee.

Prepared by: Renee Rakestraw, Recreation Supervisor

ATTACHMENTS

1. VCAAA SNP Application - FY1920
2. Senior Nutrition Program Grant Resolution 2019

RENEWAL APPLICATION FORM FY 2019-20

**VENTURA COUNTY AREA AGENCY ON AGING
 OLDER AMERICANS ACT GRANT APPLICATION
 SENIOR NUTRITION PROGRAM
 PROJECT YEAR: JULY 1, 2019 - JUNE 30, 2020**

Applicant (Agency) Name: _____

Renewal applications must be typed, sealed and received at the following address no later than
4:00 p.m., Friday, April 26, 2019.

Ventura County Area Agency on Aging
 Attn: Marleen Canniff, Grants Administrator
 646 County Square Drive, Suite 100
 Ventura, CA 93003

Application Checklist: Each application must include the items listed below. Please check the box to confirm that your completed application packet contains all items.

**Check if
 Included**

ORIGINALS: One (1) original and two (2) copies of the following:

- ☐ Completed Application with Original Signatures (Full Description of Proposal)
- ☐ Completed Proposal Budget with Original Signatures
- ☐ Legal Governing Body Resolution authorizing submittal of this application
- ☐ Audited Financial Statements or Single Audit – past year (pdf is acceptable)

**On File
 at**

Included

VCAAA

N/A

One (1) copy of the following:

- | | | | |
|--------------------------|--------------------------|--------------------------|---|
| ☐ | ☐ | ☐ | List of Board of Directors/Legal Governing Body |
| ☐ | ☐ | ☐ | Current Organizational Chart |
| ☐ | ☐ | ☐ | Current Proof of Ownership/Lease Agreements for all Project Sites |
| ☐ | ☐ | ☐ | Current Business License(s) |
| ☐ | ☐ | ☐ | All Pertinent MOUs and Subcontracts |
| ☐ | ☐ | ☐ | Current Certificate of Insurance |
| ☐ | ☐ | ☐ | Current Fire, Health and Building Certificates |
| ☐ | ☐ | ☐ | Sample Menus (if applicable) |

APPLICANT INFORMATION

Applicant: _____

Mailing Address: _____ City: _____ ZIP: _____

Project Address: _____ City: _____ ZIP: _____

Contact Person: _____ Title: _____

Phone: _____ Phone 2: _____

Email Address: _____

Grant Project: Senior Nutrition Program

Grant Amount: _____ Required Match (10%): _____

Funding Source: Title III C-1 (Congregate) & C-2 (Home-Delivered Meals) CFDA#: 93.045

Project Period: July 1, 2019 - June 30, 2020 Contract #: _____

Agency Type:	☐ Public Agency	☐ Private Nonprofit	☐ Private For-Profit
Date of Incorporation:	Corporation Number:	Taxpayer ID Number:	

Authority to Contract

This proposal is authorized for submission by the governing body of the applicant agency(s). The undersigned is aware of all pertinent conditions and specifications affecting the provision of services and all relevant terms and conditions stated in the request for proposal.

Two authorized signatures are required for nonprofit organizations

AUTHORIZED SIGNATURE:

AUTHORIZED SIGNATURE:

Signature_____
Signature_____
Printed Name_____
Printed Name_____
Title_____
Title_____
Date_____
Date

Each grantee (except a sole proprietorship) is required to submit a resolution from its governing board that (1) authorizes submission of this grant application and (2) states the names and titles of individuals authorized to execute the grant contract and any contract amendments.

Is the resolution from the governing board attached to this document? ☐ Yes ☐ No

Does the resolution provide the authorizations required under this RFP? ☐ Yes ☐ No

If resolution is not attached, list date when it will be submitted to VCAAA: _____

CONTACT INFORMATION

MAIN CONTACT: Person responsible for completing this application:	
Name:	
Title:	
Phone:	
Email:	

Please complete the information below, or check to indicate if person responsible is same as main contact:

Person responsible for submitting monthly requests for funds and fiscal reports to VCAAA:			
Same as main contact: ☐			
Name:		Phone:	
Title:		Email:	
Person responsible for submitting monthly program reports to VCAAA and ensuring accurate reporting:			
Same as main contact: ☐			
Name:		Phone:	
Title:		Email:	
Person responsible for submitting client evaluation summaries each quarter to VCAAA:			
Same as main contact: ☐			
Name:		Phone:	
Title:		Email:	
Person responsible for ensuring your agency's compliance with Security Awareness Training ¹ :			
Same as main contact: ☐			
Name:		Phone:	
Title:		Email:	
Person responsible for inquiries and complaints regarding National Origin ² :			
Same as main contact: ☐			
Name:		Phone:	
Title:		Email:	
Person responsible for resolving complaints made by older individuals receiving grant-funded services:			
Same as main contact: ☐			
Name:		Phone:	
Title:		Email:	
Person responsible for publicity/outreach for grant-funded services during this grant cycle:			
Same as main contact: ☐			
Name:		Phone:	
Title:		Email:	

¹ All employees and volunteers of your organization who are directly involved with the grant (e.g., individuals who have access to confidential client information) are required to complete annually the Security Awareness Training module found on California Department of Aging's website: www.aging.ca.gov.

² If a complaint is made by a program participant alleging discrimination based upon a violation of State or Federal Law (22 CCR 98211, 98310, 98340), Grantee is required to immediately notify the VCAAA Grants Administrator. Grantees are required to designate an employee to whom initial complaints or inquiries regarding national origin can be directed.

EMERGENCY CONTACT INFORMATION

Names of person who provides information and assistance at your agency:			
Name:			
Title:			
Phone:		Evening Phone:	
Email:			
Agency Director – Contact Information:			
Name:			
Title:			
Address:			
Phone:		Evening Phone:	
Email:			
Agency Emergency Coordinator - Contact Information:			
Name:			
Title:			
Address:			
Phone:		Evening Phone:	
Email:			
Alternate Agency Emergency Coordinator - Contact Information			
Name:			
Title:			
Address:			
Phone:		Evening Phone:	
Email:			

NOTE: This information is solely for purposes of communication in case of local disaster and will be kept strictly confidential.

SECTION 1 – ORGANIZATIONAL CAPACITY

A. Mission Statement

Provide a summary of your organization's mission statement:

B. Service Regions

Please all that apply:		
All of Ventura County		☐
Only in Areas Checked Below:		☐
Please check all that apply:		
Camarillo, Somis, Santa Rosa Valley ☐	Oxnard, El Rio, Nyeland Acres, Del Norte, Hollywood Beach & Silverstrand ☐	Santa Paula ☐
Fillmore ☐		Simi Valley ☐
Moorpark ☐	Piru, Rancho Sespe ☐	Thousand Oaks, Newbury Park ☐
Ojai ☐	Port Hueneme ☐	Ventura, Saticoy, Montalvo ☐

C. Organizational Impact

Describe the impact of your organization's core services and how grant funding will improve this impact.

D. Collaborations

Please list the major organizations your agency collaborates with to provide grant-funded services.
(May provide attachment to submit complete list.)

Name of Collaborating Agency	Role or Purpose Relative to this Grant	Proposed or Current Collaboration?	Informal or Formal Agreement (MOU, etc.)?
1			
2			
3			
4			
5			

Describe your organization's experience in coordinating with these local and regional community services lead to increased opportunities for older adults to access services.

SECTION 2 – FISCAL

A. Project Budget

Please complete and submit the FY 2019-20 Project Budget.

B. Audited Financial Statements or Single Audit – Past Year

Please attach your agency's most recent audited financial statement or single audit report.

If a pdf version of the report is available, please provide the URL link or the date it was emailed to VCAAA:

C. Fiscal Management

List the contact information of the person responsible for the fiscal management of the grant.

Name:	
Title:	
Phone:	
Email:	

Describe the fiscal management procedures to be used to manage this grant:

D. Funding Contingencies

The amount of your agency's grant is contingent upon the availability of state and federal funds. In the tables below, explain how your agency would handle an increase or decrease in grants funds.

Funding Increase

In the table below, list what your agency would do with additional "one-time-only" funds, if available. List a minimum of one and a maximum of five items/events. Typically, these funds are for one-time expenditures, such as equipment, workshops, special events, flyers, etc.

Priority	Item or Event	Estimated Cost REQUIRED
1		\$
2		\$
3		\$
4		\$
5		\$

Funding Reduction

If grant funds are decreased, explain how your agency would reduce services funded by the grant:

E. Revenue Sustainably Plan

This section applies only to nonprofit agencies. Your agency is expected to ensure the continuation of the grant-funded project at the close of the grant's funding cycle. List any major revenue generating activities your agency is planning this fiscal year to build financial support. **Please be specific.**

Major Revenue Generating Activities Planned	Anticipated \$ Amount and Month/Year to Receive Funds	
	\$	Date:
	\$	Date:
	\$	Date:
	\$	Date:

Please check one:		YES	NO		
Will this program ever be able to operate without funds from the VCAAA (Older Americans Act and/or Older Californians Act and/or state funds)?		☐	☐		
If YES, list month and year when project will be self-sufficient ➡					
If NO, provide an explanation as to why program cannot be self-sufficient (use only space provided):					

SECTION 3 – STAFFING

List all budgeted project personnel by title. Identify bilingual positions/persons.

Attach job descriptions and qualifications for any staff job titles to be involved in the project.

PAID PERSONNEL FOR PROJECT List Job Title		List % of wages to be paid for with these grant funds	List % of time to be spent on this project	If person is bilingual, list language other than English
1				
2				
3				
4				
5				
6				
7				
8				
VOLUNTEERS FOR PROJECT List Job Title		List hourly value of volunteer time*	List % of time to be spent on this project	If person is bilingual, list language other than English
1				
2				
3				
4				
5				
6				
Will your agency recruit, train, supervise and recognize volunteers in providing the proposed service? If so, how will this be accomplished?				

If several volunteers have the same job title, please list them on one line and show the total number of volunteers involved in this project.

*Hourly Value of Volunteer Time – In the Proposal Budget, the match list item for volunteers may include volunteer time with a dollar value assigned to the time. To determine this value for a specific occupation, use the latest Wages Data Search Tool for Ventura County found at the State of California Employment Development Department (EDD) website:

<https://www.labormarketinfo.edd.ca.gov/data/oes-employment-and-wages.html>

SECTION 4 – SERVICE DELIVERY**A. Service Availability**

Please check to answer questions below:		YES	NO
1	Are services provided Monday-Friday during regular business hours?	☐	☐
2	Is 24-hour coverage available?	☐	☐
3	Is weekend coverage available?	☐	☐
<i>How quickly can your organization deliver food once a client in need of food is identified?</i>			

Service Location

Indicate where services will be provided by checking the applicable boxes below:		YES	NO
1	At the project address listed on this application	☐	☐
2	At your agency's other office sites	☐	☐
3	In a senior center	☐	☐
4	At a client's home	☐	☐
<i>Comment:</i>			

Client Eligibility

Please check to answer questions below:		YES	NO
1	Your agency makes grant-funded services available for free to any Ventura County resident age 60+, regardless of their ability to pay for services.	☐	☐
2	Your agency has written procedures describing client eligibility for this service.	☐	☐
3	Your agency provides instruction to staff and volunteers regarding client eligibility for this grant-funded service?	☐	☐
<i>Describe your procedure for advising clients about eligibility criteria:</i>			

B. Changes in Service

Please review the file copy of your agency's prior year's grant application that was submitted to VCAAA, then answer the following questions to indicate any changes this grant cycle:

Please check to answer questions below:		YES	NO
Are there changes from the prior grant year with ...			
1	Scope of work, i.e., number of meals proposed to provide? (See Scope of Work table on following page to verify service units to be provided.)	☐	☐
2	Scope of work, i.e., how you are implementing the grant-funded project?	☐	☐
<i>If YES, please explain:</i>			
3	Are you applying to prepare and package some or all meals in your own kitchen?	☐	☐
<i>If YES, please provide attachment of made-from-scratch meal recipes with 2 months of sample menus and describe the frequency you anticipate serving made-from-scratch meals.</i>			

Please check to answer questions below:		YES	NO
Are there changes from the prior grant year with ...			
1	Geographical areas in the county where the grant-funded services will be provided?	☐	☐
2	The hours that the grant-funded services will be available?	☐	☐
3	Your organization's mailing address?	☐	☐
4	The location(s) where grant-funded services are provided to clients?	☐	☐
5	Job descriptions of staff or volunteers (if applicable) providing grant-funded services?	☐	☐
6	Fiscal management policies and/or procedures relative to this grant?	☐	☐
7	Personnel regarding fiscal management of this grant?	☐	☐
8	Determining eligibility for a client to receive grant-funded services?	☐	☐
9	Policies and procedures re donations by clients receiving grant-funded services?	☐	☐
10	Client evaluations regarding grant-funded services they have received?	☐	☐
11	Training provided for staff and volunteers re grant-funded services?	☐	☐
12	Targeting priorities?	☐	☐
13	Compliance with Americans with Disabilities Act?	☐	☐
14	Collaborations?	☐	☐
15	Subcontractors (if applicable)? Note: Subcontractors must be preapproved by VCAAA Grants Administrator	☐	☐
<i>If you answered YES to any questions above, please provide a description of the changes:</i>			
Item #	Description		

C. Service Proposal

Projected Meals – The following table represents the number of meals projected to be served from each meal site this grant cycle, with available funding.

#	Service Region	Projected # of Congregate Meals (C-1)	Projected # of Home-Delivered Meals (C-2)
1	Camarillo, Somis, Santa Rosa Valley	500	27,000
2	Fillmore	7,000	4,400
3	Moorpark	4,000	6,500
4	Oxnard, El Rio, Nyeland Acres, Del Norte, Hollywood Beach & Silverstrand	15,000	27,000
5	Port Hueneme	0	7,000
6	Santa Paula	6,800	10,000
7	Simi Valley	11,000	38,000
8	Ventura, Saticoy, Montalvo	9,000	16,000
9	Thousand Oaks, Newbury Park	13,000	0
10	Ojai	3,000	16,000
11	Piru & Rancho Sespe	4,200	4,000
Totals:		73,500	155,900
FY2019-20 Projected Funding for Meal Service			
Senior Nutrition Program Meal Sites			\$797,649
Food & Non-Food Procurement and Local Food Storage and Delivery			\$788,776
Total Meal Service Funding Available:			\$1,586,425

A limited funding amount is available for Older Americans Act programs.

Proposed Meals – Please complete your organization's proposed number of service units on the following table for this grant cycle. *Service unit proposals may be negotiated.

CONGREGATE MEALS (C-1)	
Total Proposed # of C-1 Meals Your Organization is Applying to Provide	Of the Total Proposed # of C-1 meals, identify how many will be Made-From-Scratch
HOME-DELIVERED MEALS (C-2)	
Total Proposed # of C-2 Meals Your Organization is Applying to Provide	Of the Total Proposed # of C-2 meals, identify how many will be Made-From-Scratch

Funds will be distributed based on the number of meals providers propose to serve, funding congregate (C-1) at \$2.75 per meal and HDM (C-2) at \$3.00 per meal, with an additional \$4.00 per meal for food costs for made-from-scratch meals. *The cost of food per meal is variable; thus, the estimated total cost of meals may be higher or lower.*

D. Service Contingency Plan

- Describe how your agency will deal with demands for service that exceed proposed and restricted service levels.

--

- How will you determine who is wait listed for meals and who receives priority?

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SECTION 5 – TARGETING AND PUBLIC RELATIONS

A. Targeting

Grantees are required to place a priority preference on providing services to older individuals with greatest economic need and older individuals with greatest social need **with particular attention to low-income minorities and older Native Americans.**

Greatest Social Need - A social need is the result of non-economic factors, e.g., physical and/or mental disabilities, language barriers, or cultural and/or social isolation and/or racial and ethnic status. They restrict a person's ability to perform normal daily tasks or threaten his or her capacity to live independently. An older individual is in greatest social need if s/he has two (2) or more of the following characteristics: is physically and/or mentally disabled, has a language or communication barrier, lives alone, or is aged 75 or older.

Greatest Economic Need - Any person 60 years of age or older whose income level is estimated to be at or below the 2019 Department of Health and Human Services guidelines for the federal poverty level.

All grants funded with Title III B, D, E and VII dollars MUST provide services to persons age 60 and older regardless of income level.

Please indicate if your organization has plans to target the following groups of individuals and the projected number of clients to be encountered in each group by the grant-funded program this grant cycle. Older Individuals ...		Projected # of Clients	YES	NO
1	Who have greatest economic need, with particular attention to low-income minority individuals.		☐	☐
2	Who have greatest social need, with particular attention to low-income minority individuals.		☐	☐
3	Who reside in rural areas.		☐	☐
4	Who are Older Native Americans.		☐	☐
5	With severe disabilities.		☐	☐
6	With limited English-speaking ability.		☐	☐
a. Does your organization have written materials that describe the grant-funded program and services available in a language other than English (e.g., Spanish)?			☐	☐
b. If YES, please list those languages:				
7	With Alzheimer's disease or related disorders with neurological and organic brain dysfunction and the caretakers of these individuals.		☐	☐
a. Is your organization a Dementia Friendly Organization? (See www.vcaaa.org/dfvc)			☐	☐

8. Describe specific efforts and activities that your organization will make to use outreach efforts to identify individuals listed in the groups above:

9. If you answered NO to targeting any of the above groups, please explain:

Compliance with Americans with Disabilities Act

Please check to answer questions below →		YES	NO
1	Is/are your project site(s) ADA handicapped accessible?	☐	☐
2	Has your agency incorporated accessibility symbols into brochures, advertisements or other materials that describe your services?	☐	☐
<i>If you answered NO to either of the above questions, describe steps your agency has taken to increase public awareness for accommodations for clients with disabilities; and what other steps, if any, has your agency taken to meet the needs of these clients (use only space provided):</i>			

Services to Lesbian, Gay, Bisexual and Transgender Older Adults

All grantees must ensure that programs and services are available to all older adults regardless of sexual orientation and gender identity. Evaluation of outreach efforts to gay, lesbian, bisexual, and transgender older adults will be included in the VCAA contract monitoring requirements. Please complete the information requested below:

Projected number of Lesbian, Gay, Bisexual and Transgender persons (LGBT) to be encountered by the grant-funded program this grant cycle:	
Projected frequency (daily, monthly, etc.) with which LGBT individuals will come in contact with your agency's grant-funded program:	
<i>Describe specific efforts and activities that your organization will make to serve LGBT seniors:</i>	

2019 Poverty Guidelines – U.S. Federal Poverty Guidelines

2019 Poverty Guidelines for the 48 Contiguous States and the District of Columbia	
Persons in Family/Household	Poverty Guideline
1	\$12,490
2	\$16,910
3	\$21,330
4	\$25,750
5	\$30,170
6	\$34,590
7	\$39,010
8	\$43,430
For families/households with more than 8 persons, add \$4,420 for each additional person.	

Source: <http://aspe.hhs.gov/poverty-guidelines>

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING SUBMITTAL OF GRANT APPLICATION

WHEREAS, City Council Resolution No. 12,053 sets out the procedures by which City staff may submit grant applications, following approval of the City Council; and

WHEREAS, the Cultural and Community Services Department has requested that City Council approve the submittal of an application to the Ventura County Area Agency for \$109,2501 in the Senior Nutrition Program Grant to be used for the Senior Nutrition Program; and

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves to approve the submittal of a grant application by the Cultural and Community Services Director for the Ventura County Area Agency on Aging Senior Nutrition Program Grant. The City Council further resolves that the Cultural and Community Services Director or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use grant funds; and the Cultural and Community Services Director or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS _____ 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



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

DATE: May 21, 2019

TO: City Council

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

SUBJECT: Oxnard School District After School Education and Safety Grant.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an agreement with the Oxnard School District (OSD) (A-8138) for the City to receive an amount not to exceed \$2,100,000 for after school program Primary Services with contingency for \$50,000 in Additional Services at OSD's discretion. (Community Services Committee to review on May 14, 2019)

BACKGROUND

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

The Oxnard School District and the City of Oxnard Recreation and Community Services Division provides after school programming to over 2,200 Oxnard children on twenty (20) school campuses. The Oxnard School District worked in partnership with the City to design a staffing model that works best for the ASES program. The City of Oxnard is largest youth employer in Ventura County, employing over 300 individuals between the ages of 18-25.

The following two elements, which integrate the school's curriculum, instruction and learning support activities:

1. Educational and Literacy Element: This element provides tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science.
2. Educational Enrichment Element: This element offers an array of additional services, programs, and activities that reinforce and complement the school's academic program. Educational enrichment may include but is not limited to, positive youth development strategies, recreation and prevention activities. Such activities may involve the visual and performing arts, music, physical activity, health/nutrition promotion and general recreation; community service-learning and other youth development activities based in the student's needs and interest.

The Oxnard School District contracts with Recreation and Community Services, Recreation Division to operate the ASES program. The proposed contract with OSD is one year at \$2,100,000 for Primary Services, and OSD may request Additional Services in an amount not to exceed \$50,000. The Oxnard District utilizes city employees as site coordinators and recreation staff to operate the entire program. The City has been in partnership with the Oxnard School District for more than 19 years and, for the past eight years, the City has been the main contractor for the ASES program. Known as the Oxnard Scholars Program, the OSD program has been praised by local and state agencies for excellence in afterschool programming. In 2016, a former Oxnard Scholars Program employee received recognition the California Expanded Learning Emerging Leadership Award from the California Department of Education.

On a daily basis, the Oxnard Scholars Program serves over 2,200 students throughout 20 school sites. There have been multiple individuals employed by the City for the Oxnard Scholars program who now serve as elementary and secondary school teachers.

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.

FINANCIAL IMPACT

If approved, the Oxnard School District total grant award of not to exceed \$2,100,000 will be recognized and appropriated in the FY 2019-20 budget. Primary Services, including reimbursement for actual expenses, shall not exceed two million one hundred thousand dollars (\$2,100,000); OSD may request at its discretion Additional Services not to exceed fifty thousand dollars (\$50,000).

The Oxnard School District requests matching funds by providing \$130,000 of in-kind services per fiscal year. This match is met through fund (101-5501) by providing office space for ASES program, phone, copier, administrative and management staff time. Student participation in various established recreation programs such as youth sports program, educational field trips, and volunteer support also contribute to the in-kind match.

COMMITTEE OUTCOME

This item is scheduled to go to the Community Services Committee on May 14, 2019.

Prepared by: Terrel Harrison, Interim Cultural & Community Services Director

ATTACHMENTS

1. Attachment A OSD Agreement A-8138
2. ASP Presentation 19-20

OXNARD SCHOOL DISTRICT

Agreement #19-02

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 5th day of June 2019 by and between the Oxnard School District ("District") and the City of Oxnard ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

- A. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services (defined below), as defined and described particularly on Exhibit A-0, Exhibit A-1, Exhibit A-2 and Exhibit A-3, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by District to perform the Services.
- C. The California Department of Education has awarded District a grant through the After School Education and Safety (ASES) Program for Fiscal Year 2019-2020 (the "Grant").
- D. One way in which District desires to use the Grant is to fund local after school education and enrichment programs through retaining Consultant to perform the Services.
- E. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2019 to and including June 30, 2020 (the "Term"). This Agreement may be extended only by a written amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in Exhibits A-0 through A-3 shall be completed during the Term pursuant to the schedule specified in Exhibit A-0 (the "Primary Services"). Consultant may also, at its election, agree to provide additional services, at District's request and only with District's prior written authorization (the "Additional Services"). Should Consultant render any Additional Services without District's prior written authorization, District shall not be obligated to pay for such services. Any such Additional Services shall be completed in accordance with Exhibits A-0 through A-

3 during the Term pursuant to the schedule specified in Exhibit A-0. For purposes of this Agreement, the Primary Services and Additional Services shall collectively be referred to as the "Services." Should the Services not be completed pursuant to the schedule specified in Exhibit A-0, Consultant shall be deemed to be in Default as provided below. District shall agree to revise the schedule specified in Exhibit A-0 when Consultant's delay is caused by the action or inaction of District and Consultant promptly notifies District of such delay. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services. If the amount of the Grant or ASSES Program is modified, Consultant and District agree to amend Exhibit A-0 as it relates to funding levels, services and expectations.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B for the Services. The total compensation for the Primary Services, including reimbursement for actual expenses, shall not exceed Two Million One Hundred Thousand Dollars (\$2,100,000.00) and "Additional Services" not to exceed Fifty Thousand (\$50,000.00) payable through reimbursement as outlined in Exhibit A-0 and Exhibit B. If the amount of the funding is modified, the Parties agree to amend the costs accordingly through written amendment.

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. All work invoiced under this contract shall be work directly related to this agreement. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. The final invoice may include a fixed administrative fees not to exceed \$45,000. Sub-consultant charges, if any, shall be detailed by the following: categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

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

c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) calendar days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) work days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work

except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

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

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any of the Services pursuant to this Agreement (collectively and individually, the "**Documents**") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance as set forth in paragraph 12 of this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement for a minimum of three (3) years after termination or expiration of this Agreement, or longer if required by law.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three (3) years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement.

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

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) work days of receipt of the request.

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

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

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

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

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

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

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

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

14. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any of its officers or employees, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement,

no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

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

b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it does not qualify as a "designated employee".

 (Initials)

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

 (Initials)

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

a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

 (Initials)

16. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

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

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the Board of Trustees of the District. Any attempted assignment shall be ineffective, null and

void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

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

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

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

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

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

21. **Assumption of Responsibility.** In accordance with Consultant's obligations under paragraphs 11, 12, 19, and 20 herein, Consultant assumes all responsibility for the care, custody, and control of students participating in any activity, whether on-site or off-site, offered in connection with the Services.

22. **Indemnification.**

a. Consultant's Indemnity Obligation.

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

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

 (Initials)

b. District's Indemnity Obligation.

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

 (Initials)

23. **Insurance.** District acknowledges that Consultant is self-insured against workers' compensation claims in accordance with Labor Code section 3700(b) and that Consultant is self-insured for general liability claims in accordance with Government Code sections 989 and 990. To the extent applicable, Consultant will provide to District evidence of self-insurance coverage for the types and amounts of insurance set forth on Exhibit C hereto.

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Lisa A. Franz
Phone: (805) 385-1501 x2414

Fax: (805) 240-7582

To Consultant: City of Oxnard Recreation and Community Services
305 W. 3rd St., First Floor West Wing
Oxnard, California 93030
Attention: Terrel Harrison
Phone: (805) 385-7993
Email: Terrel.Harrison@oxnard.org

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) work days after deposit of the same in the custody of the United States Postal Service.

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

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

27. **Administration.** The Assistant Superintendent, Educational Services, or designee, shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** attached hereto.

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

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

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

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

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

33. Dispute Resolution

Any disputes arising from this Agreement shall be resolved using the dispute resolution process described below.

The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) a statement of the facts of the dispute, including information regarding the Party's attempt to resolve the dispute; (2) the specific sections of the Agreement that are in dispute; and (3) the specific resolution sought by the Party. Within fourteen (14) calendar days from receipt of the notice of dispute, representatives of the Parties shall meet in an informal setting to try to resolve the dispute.

If the informal meeting fails to resolve the dispute, the Party initiating the dispute resolution process shall notify the other party (the responding party) in writing and the Parties shall agree on a mediator within fourteen (14) calendar days. If the Parties cannot mutually agree to a mediator, the Parties shall make a joint request of the State Mediation and Conciliation Service of the California Department of Industrial Relations ("SMCS") for a list of five (5) qualified mediators. The Parties shall select a neutral arbitrator from the SMCS list by striking one name from the list in succession until only one name remains. The mediation procedure shall be informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the Parties.

Either Party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process. Except for such an action to obtain equitable relief, neither Party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session.

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

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

[SIGNATURES ON FOLLOWING PAGE]

OXNARD SCHOOL DISTRICT:

CITY OF OXNARD:

Lisa A. Franz, Director, Purchasing

Tim Flynn, Mayor

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: 95-6000756

ATTEST:

Michelle Ascension, City Clerk

APPROVE AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO AMOUNT:

Alexander Nguyen, City Manager

☐ Not Project Related

☒ Project #19-02

EXHIBIT A-0
TO AGREEMENT FOR CONSULTANT SERVICES

I. Consultant will perform services required by District in connection with its After School Education and Safety (ASES) Program, and specifically agrees to provide the following services under the captioned agreement:

A. Attendance:

1. Elementary students should participate every day the program operates.
2. Intermediate students should participate a minimum of nine hours and three days per week.
3. Efforts will be made to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
4. Early release waivers will be used for all students recurring late start or early program release (i.e. late start for tutoring and early release for catechism or sports).
5. No early release waiver shall be approved if as a result, the child will attend less than one and one half hours of after school programming.
6. Students who leave the program early with an excused reason (i.e., sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
7. The Consultant shall agree to meet the minimum attendance required by the ASES Grant.

B. Assurances

1. Provide an academic and enrichment after school program in each grant funded school.
2. To plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector.
3. Hire staff, based on the 20-1 ratio required by grant funding, including a site coordinator, project supervisory staff and provide payroll services for Consultant employees.
4. Operate each program from the end of the school day until 6:00 PM every regular school day or for a minimum of three hours after school dismissal.
5. When agreed upon and coordinated between Consultant and District, provide a program for non-school calendar days (i.e., weekends, vacations).
6. When agreed upon and coordinated between the Consultant and District, will provide services for Supplemental Grants with compensation being reimbursed for expenses agreed upon in advance not to exceed the per pupil amount funded by the grant. As used herein, a "Supplemental Grant" means a grant project outside of District's After School Education and Safety Core Grant.
7. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education –

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After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM).

8. Assist and maintain organized information for Federal Program Monitoring (FPM) at each site. The documentation needs to be submitted quarterly.
9. All food offered to students will conform to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Zangle-Food Services module.

C. Professional Development

1. Provide training for after school program staff and include the District Manager of Special Programs, and as appropriate, include staff of collaborating organizations.
2. Attend Region 8 Program Directors and Network Meetings on a quarterly basis.
3. Professional Development-All Staff:
 - a. All staff participates in quarterly professional development provided by District and Consultant on the topics of Positive Behavior Intervention Support, English Learner Strategies, technology, Depth of Knowledge and inquiry strategies, Common Core State Standards, Smarter Balanced Assessment Consortium, STEM/STEAM, communication skills and other topics to align the after school program with the regular day throughout course of the academic school year.

D. Participate in monthly trainings to receive lessons and materials for the upcoming month. Meetings will be a minimum of three hours. Trainings will be coordinated by Consultant and District.

1. Site Coordinator meetings shall be held once a month to review the training received by other staff, receive training on the Continuous Quality Improvement to assist with site goals and objectives and plan collectively for activities.
2. Professional Development-Math staff
 - a. Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.
 - b. Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be three hours.
3. Professional Development – Literacy staff
 - a. Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.
 - b. Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be three hours.
4. Professional Development – Arts/Special Enrichment staff
 - a. Participate in two full day training before the start of school conducted by District approved provider as per agreement with District.
 - b. Participate in monthly trainings offered by District, District approved provider, and/or Consultant. Training will be three hours.
5. Professional Development – Engineering is Elementary (EIE)

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- a. Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.
- b. Participate in monthly trainings to receive lessons and materials for the upcoming month. Trainings will be three hours.
6. Professional Development – Physical Fitness/Recreation Staff
 - a. Participate in monthly trainings as offered by the Consultant.
 - b. Training topics include, but not limited to: physical fitness, self-esteem and nutrition.

E. Risk Management

1. Provide background clearance through the police department and TB tests and provide monthly reports of all employees who have received clearance for employment.
2. Provide a copy of insurance documents, which verify coverage for District.
3. Clear outside contractors and events through the District risk management department. This shall occur at least 30 days prior to service or event.
4. Clear all activities and enrichment courses, including flyers and advertisements, through District Risk Management Department and District Administration to ensure proper safety procedures are in place according to District timelines. This shall occur at least 30 days prior to service or event.
5. Clear all fundraisers through District Risk Management Department and District Administration to ensure compliance with Board Policies. This shall occur at least 30 days prior to service or event.
6. Participate in school wide emergency drills and learn the protective procedures at each school site.

F. Responsibility

1. Staff each school site to meet the 20:1 ratio with the following understanding:
 - a. The site coordinator is to run the daily operations of the program and support staff working directly with students. The site coordinator position is to address the administrative responsibilities of the program. The coordinator taking a group is the exception and not the rule.
 - b. Lead staff are defined as the staff working with the groups of students during the program. Lead staff will have a group that does not exceed the 20:1 ratio and provide activities they have received at monthly trainings.
2. Report attendance and activities weekly by Wednesday of each week for the previous week.
3. Work with District to establish and maintain partnerships with community agencies.
4. Provide student learning and enrichment materials above and beyond materials already purchased by District.
5. Participate in collaboration activities with other participating organizations.
6. Vacate learning areas within each school in the same or better conditions as they were found.
7. When hiring, preference will be given to District employees as appropriate; however, final decision of hiring personnel is the Consultant's.

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8. Include the Common Core State Standards and strategies for English Learners and Special Education students in lessons.
9. Include feedback from the after school administrator and site principal when evaluating employees.
10. Submit a use of facility permit to the Facilities Department at District.
11. Meet weekly with District administrator.
12. Provide documentation of matching funds.
13. Operate the Program in accordance with the conditions set forth in this Exhibit A-0, Exhibit A-1 and Exhibit A-3.
14. Operate the Program in accordance with the conditions set forth in Exhibit A-2, if applicable pursuant to Section 3 of this Agreement.
15. Report any unsafe physical conditions of the facilities or grounds in the after-school activity areas to the Facilities Department at District immediately.
16. Field trips may take place during the program. The District must approve field trips in writing in advance. The City staff will be responsible for the supervision, permission slips and other details relating to the field trip.

II. Supplemental Programming

- a. Supplemental programming is defined as activities outside of the 180 days school is in session.
- b. Supplemental Programs must be approved in advance by written request.
- c. Student ratio not to exceed 20:1.
- d. Field trips may take place during the program. The District must approve field trips in writing in advance. The City staff will be responsible for the supervision, permission slips and other details relating to the field trip.

III. The Oxnard School District agrees to:

- A. Provide consistent, adequate and safe space for after school groups and activities after school each day in the schools with After School Education and Safety (ASES) Grants (including classrooms, cafeteria, restrooms, and playground).
- B. Provide a District administrator to coordinate and collaborate with the Consultant's Recreation and Community Service's Oxnard Scholars Program.
- C. Provide a staff member to help create an academic link between the after school program and the regular school day—reporting language arts and math assessment results to the after school program and reporting the after school results to the regular classroom teachers.
- D. Provide professional development to aid in the aligning the After School Program with the regular school day (Math, Literacy, Arts/Special Enrichment, and Physical Fitness and Nutrition).
- E. Provide consistent access to the computer lab and library.
- F. Provide daily nutritional snack and/or meal through the federal free and reduced lunch program.
- G. Provide daily custodial services.
- H. Submit required attendance, fiscal and evaluation reports to the State of California.
- I. Provide office space/station with access to phone, computer, printer and internet access.
- J. Provide Access to Q.

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

IV. As part of the Services, Consultant will prepare and deliver the following tangible work products to District:

- A. Certificates of insurance and additional insured endorsements for 2019-2020, as described in Exhibit C, or a letter evidencing participation in an alternative risk management program, including participation with other public agencies in mutual, cooperative, or risk management programs available through joint exercise of powers agencies to the extent that such alternative risk management program affords reasonable coverage for the risks contemplated hereunder giving consideration to similar programs or plans adopted by public entities in the State of California.
- B. Evidence that employees have met the No Child Left Behind (NCLB) requirements.
- C. Monthly employee list certifying all have cleared TB and Fingerprint screenings.
- D. Weekly attendance and activity reports.
- E. Food Service Reimbursable Snack Logs and Q Meal Summary electronic report which meet the requirements of the federal free and reduced lunch program.
- F. Evidence that Consultant's employees and volunteers have complied with the fingerprinting and training requirements required by this Agreement.

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☒ Project #19-02

- V. During performance of the Services, Consultant will keep District apprised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY	DUE DATE
A. Weekly attendance report (reported).	Each Wednesday by Noon
B. Monthly Q attendance report and Q Reimbursable Snack-Food Services meal summary report for each school (confirmed).	15th of each month
C. Monthly activity reports for each school, including trainings, lesson plans and examples of student work (Digital Format).	15th of each month
D. Monthly expenditure reports, including salaries for employees, supplies, trainings and Administrative costs.	30th of each month for the previous month

- VI. Consultant will utilize the following personnel to accomplish the Services:

☐ None.

☐ See attached list. (To be provided prior to the 1st day of school)

- VII. Consultant will utilize the following subcontractors to accomplish the Services (check one):

☐ None.

☐ See attached list.

VIII. AMENDMENT

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

EXHIBIT A-1
General Provisions

Consultant agrees to operate the ASES Program (“**Program**”) in accordance with the following general provisions:

1. **Field Trips.** Consultant may offer Program field trips, provided that Consultant obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Consultant shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of “any involved municipalities or public entities and their respective agents and employees.”
2. **Parent/Guardian Visits:** To the extent allowed by applicable law, Consultant shall provide for reasonable parent/guardian access to District facilities being used by Consultant during the Program. Consultant shall ensure that parent/guardian visits are in accordance with any applicable court orders.
3. **Late Pick Up Policy:** Consultant shall develop a reasonable late pick-up policy. The policy must be in writing and approved in advance by District. If Consultant fails to provide a late pick-up policy, the following policy shall apply. If a student has not been picked up by an authorized adult within ten (10) minutes after the Program closing time, Consultant’s staff shall call the emergency contacts for that student. If Consultant’s staff person has not been able to reach the student’s authorized adult within twenty (20) minutes past closing time, Consultant shall contact the Program director, the police, and social services for assistance. Consultant is fully responsible for properly implementing the policy. Irrespective of whether Consultant develops and implements an approved late pick-up policy or adopts the policy set forth herein, Consultant warrants that at least two (2) staff persons will remain present at closing time to supervise the students until the last child is in the custody of an authorized adult, or, if necessary, the police and social services.
4. **Reportable Incidents:** If any student suffers an injury requiring medical attention during the Program, then Consultant shall immediately inform District by telephone, text, or email, and provide a written incident report to District within twenty-four (24) hours of the incident. If Consultant becomes aware of circumstances indicating the actuality or possibility of mandated reporting (including but not limited to allegations of physical, emotional, or sexual abuse, or allegations of neglect), involving any student in the Program, then Consultant shall comply with all mandated reporting requirements under California law. Consultant shall inform District immediately and shall also provide a written report of the circumstances to District within twenty-four (24) hours of becoming aware of the circumstances. Consultant assures District that all Consultant staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures under California law.
5. **Emergencies/ Disasters:** Consultant shall develop a reasonable disaster/emergency policy. The policy must be in writing and approved in advance by District. If Consultant fails to provide a reasonable disaster/emergency policy, the District’s emergency/disaster policy shall apply. Consultant is fully responsible for properly implementing the policy, including but not limited to ensuring that all staff members at each site are appropriately trained in the policy, maintaining at least two (2) staff members at each site who are CPR trained,

and confirming that staff members are properly instructed to access disaster preparedness kits.

6. Unauthorized Persons: In the event that Consultant's staff discovers that any unauthorized person (including but not limited to minors who are not enrolled in the Program and not otherwise entitled to be on District property; unauthorized adults, including parents who are forbidden by court order from accessing students; and any other trespassers) is on District's property during the operation of the Program, Consultant's staff shall take immediate action to ensure the safety of all Program students, including, as necessary, seeking assistance from local authorities. Consultant's staff shall immediately notify Manager, Special Programs & Services at District of the incident and provide a written report of the incident to District within twenty-four (24) hours.
7. District Facilities and Equipment: Consultant's use of District facilities and equipment shall be limited to those uses reasonably necessary for the operation of the Program. Consultant shall use District's facilities and equipment with care, leaving each space clean and organized at the end of each Program day. Consultant shall not permit any third parties not affiliated with the Program to use District's facilities and equipment. Consultant shall replace or repair any District facilities or equipment damaged by Program staff or participants, or third parties that Consultant permitted to use the facilities or equipment. Consultant shall not install equipment or fixtures at District facilities without District's prior written consent.

EXHIBIT A-2
SPORTS – HEALTH AND SAFETY

Consultant agrees to operate Program sports in accordance with the following provisions.

1. General Requirements for Consultant’s Program Coaches

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

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

2. General Requirements for Student Eligibility in Program Sports

a. Medical clearance. Consultant shall ensure that, prior to trying out for, practicing for, and participating in a Program sport, every student obtains a medical clearance from a health care provider who is fully licensed in the State of California. The medical clearance shall be pursuant to a physical exam with medical history, which includes, but is not limited to, review of any previous heat illness, cardiac disease, sickle cell trait, medication and supplement use, and type of training activities. Consultant may provide students with or otherwise require students to utilize the Preparticipation Physical Evaluation form and accompanying Clearance form, prepared by the California Interscholastic Federation (“CIF”), and attached hereto as Exhibit A-2(i) (or any updated forms). Consultant shall retain a copy of all medical clearances for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

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

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

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

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

3. **Concussions**

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

a. **Coaches – requirements prior to coaching**

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

ii. Consultant’s coaches shall receive concussion training at least once a year.

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

b. **Students – requirements prior to participation**

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

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

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

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

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

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

d. Students – requirements for participation after suspected concussion

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

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

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

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

4. Sudden Cardiac Arrest ("SCA")

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

a. Coaches – requirements prior to coaching

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

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

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

b. Students – requirements prior to participation

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

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

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

c. Coaches – requirements if student faints

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

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

d. Students – requirements for participation after suspected SCA event

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

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

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

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

5. Heat Illness

Consultant agrees to adhere to the following standards regarding heat illness.

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

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

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

- ii. instructing students to stay hydrated in between practices;
- iii. educating students to avoid drinks which dehydrate the body, such as drinks containing stimulants such as ephedrine or high amounts of caffeine;
- iv. providing water or sports drinks to students during practice and competition, and providing students with water breaks at least every thirty (30) to forty-five (45) minutes;
- v. allowing adequate rest breaks in the shade, and allowing students to remove unnecessary equipment during rest breaks;
- vi. if applicable, gradually increasing the intensity and duration of exercise over a seven (7) to fourteen (14) day period in order to give students time to acclimate to practicing in the heat; and
- vii. if applicable, introducing protective equipment in phases in order to give students time to acclimate to the additional (*e.g.*, start with helmet, progress to helmet and shoulder pads, and finally progress to full uniform).

6. Methicillin-Resistant Staph Aureus (MRSA)

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

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

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

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

7. Performance Enhancement Drugs

Consultant agrees to adhere to the following standards regarding performance enhancement drugs.

a. Consultant development and implementation of policy. Consultant shall adopt a policy prohibiting the use and abuse of steroids or other performance enhancement drugs, which policy is subject

to District approval. Consultant may adopt District's policy, or use the Steroids Policy Form prepared by CIF and attached hereto as Exhibit A-2(viii) (or any updated form) as a reference in developing its own policy, the form and content of which shall be subject to District's prior approval.

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

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

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

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

8. Event Emergency Guidelines

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

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

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

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

Consultant and District agree to operate the Program in accordance with the following requirements. Consultant shall not administer any medication not explicitly set forth herein.

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

a. Obligation to Administer Epinephrine; Authorized Individuals

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

b. Training of Voluntary Consultant Employees and Volunteers

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

2. Epinephrine Prescriptions

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

reaction. Consultant shall promptly notify District no more than forty-eight (48) hours after any administration of an epinephrine auto-injector.

3. Requirements for the Provision of Emergency Assistance

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

4. Copies of Documents

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

Exhibit “A(2)(i)”

(Note: This form is to be filled out by the patient and parent prior to seeing the physician. The physician should keep this form in the chart.)

Sex _____ Age _____ Grade _____ School _____ Sport(s) _____

Do you have any allergies? ☐ Yes ☐ No If yes, please identify specific allergy below.
☐ Medicines ☐ Pollens ☐ Food ☐ Stinging Insects

9-2681/0410

PREPARTICIPATION PHYSICAL EVALUATION PHYSICAL EXAMINATION FORM

Name _____ Date of birth _____

PHYSICIAN REMINDERS

- Consider additional questions on more sensitive issues
 - Do you feel stressed out or under a lot of pressure?
 - Do you ever feel sad, hopeless, depressed, or anxious?
 - Do you feel safe at your home or residence?
 - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
 - During the past 30 days, did you use chewing tobacco, snuff, or dip?
 - Do you drink alcohol or use any other drugs?
 - Have you ever taken anabolic steroids or used any other performance supplement?
 - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
 - Do you wear a seat belt, use a helmet, and use condoms?
- Consider reviewing questions on cardiovascular symptoms (questions 5–14).

EXAMINATION		
Height	Weight	☐ Male ☐ Female
BP	/	(/) Pulse
Vision R 20/		L 20/
Corrected ☐ Y ☐ N		
MEDICAL	NORMAL	ABNORMAL FINDINGS
Appearance Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span > height, hyperlaxity, myopia, MVP, aortic insufficiency)		
Eyes/ears/nose/throat - Pupils equal - Hearing		
Lymph nodes		
Heart* - Murmurs (auscultation standing, supine, +/- Valsalva) - Location of point of maximal impulse (PMI)		
Pulses Simultaneous femoral and radial pulses		
Lungs		
Abdomen		
Genitourinary (males only) ^b		
Skin HSV lesions suggestive of MRSA, tinea corporis		
Neurologic ^c		
MUSCULOSKELETAL		
Neck		
Back		
Shoulder/arm		
Elbow/forearm		
Wrist/hand/fingers		
Hip/thigh		
Knee		
Leg/ankle		
Foot/toes		
Functional Duck-walk, single leg hop		

*Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.
^bConsider GU exam if in private setting. Having third party present is recommended.
^cConsider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

- ☐ Cleared for all sports without restriction
- ☐ Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____

- ☐ Not cleared
- ☐ Pending further evaluation
- ☐ For any sports
- ☐ For certain sports _____
- Reason _____

Recommendations _____

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

■ PREPARTICIPATION PHYSICAL EVALUATION CLEARANCE FORM

Name _____ Sex ☐ M ☐ F Age _____ Date of birth _____

☐ Cleared for all sports without restriction

☐ Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____

☐ Not cleared

☐ Pending further evaluation

☐ For any sports

☐ For certain sports _____

Reason _____

Recommendations _____

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

EMERGENCY INFORMATION

Allergies _____

Other information _____

Exhibit “A(2)(ii)”

(INSERT SCHOOL NAME HERE)

Concussion Information Sheet

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

Symptoms may include one or more of the following:

- | | |
|--|--|
| <ul style="list-style-type: none">• Headaches• “Pressure in head”• Nausea or vomiting• Neck pain• Balance problems or dizziness• Blurred, double, or fuzzy vision• Sensitivity to light or noise• Feeling sluggish or slowed down• Feeling foggy or groggy• Drowsiness• Change in sleep patterns | <ul style="list-style-type: none">• Amnesia• “Don’t feel right”• Fatigue or low energy• Sadness• Nervousness or anxiety• Irritability• More emotional• Confusion• Concentration or memory problems (forgetting game plays)• Repeating the same question/comment |
|--|--|

Signs observed by teammates, parents and coaches include:

- Appears dazed
- Vacant facial expression
- Confused about assignment
- Forgets plays
- Is unsure of game, score, or opponent
- Moves clumsily or displays incoordination
- Answers questions slowly
- Slurred speech
- Shows behavior or personality changes
- Can’t recall events prior to hit
- Can’t recall events after hit
- Seizures or convulsions
- Any change in typical behavior or personality
- Loses consciousness

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

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete

Adapted from the CDC and the 3rd International Conference on Concussion in Sport

Document created 5/20/2010

(INSERT SCHOOL NAME HERE)

Concussion Information Sheet

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

If you think your child has suffered a concussion

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

“A student-athlete who is suspected of sustaining a concussion or head injury in a practice or game shall be removed from competition at that time and for the remainder of the day.”

and

“A student-athlete who has been removed may not return to play until the athlete is evaluated by a licensed health care provider trained in the evaluation and management of concussion and received written clearance to return to play from that health care provider”.

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

For current and up-to-date information on concussions you can go to:

<http://www.cdc.gov/ConcussionInYouthSports/>

Student-athlete Name Printed

Student-athlete Signature

Date

Parent or Legal Guardian Printed

Parent or Legal Guardian Signature

Date

Adapted from the CDC and the 3rd International Conference on Concussion in Sport
Document created 5/20/2010

Exhibit “A(2)(iii)”

(INSERT SCHOOL NAME HERE)

Información acerca de las concusiones cerebrales

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

Los siguientes son algunos de los síntomas de una concusión:

- | | |
|---|---|
| <ul style="list-style-type: none">• Dolor de cabeza• “Presión en la cabeza”• Náusea o vómito• Dolor de cuello• Problemas de equilibrio o mareos• Visión borrosa o visión doble• Sensibilidad a la luz o ruido• Decaído• Adormecido• Marcado• Cambios en los hábitos de dormir | <ul style="list-style-type: none">• Annesia• “No se siente bien”• Fatiga o energía baja• Tristeza• Nervios o ansiedad• Irritabilidad• Más sensible• Confundido• Problemas con concentración o memoria (por ejemplo: olvidar las jugadas)• Repetir la misma pregunta o comentario |
|---|---|

Los siguientes síntomas son observados por compañeros, padres y entrenadores:

- | |
|--|
| <ul style="list-style-type: none">• Parece desorientado• Tiene una expresión facial vacía• Está confundido acerca de la tarea o actividad• Se olvida de las jugadas• Está confundido sobre el juego, los puntos o el oponente• Se mueve torpemente o muestra una falta de coordinación• Contesta las preguntas lentamente• Arrastra las palabras• Muestra cambios de comportamiento o personalidad• No puede recordar los eventos que sucedieron antes de la colisión• No puede recordar los eventos que sucedieron después de la colisión• Ataques o convulsiones• Cualquier cambio en el comportamiento típico o personalidad• Pérdida de la conciencia |
|--|

(INSERT SCHOOL NAME HERE)
Información acerca de las concusiones cerebrales

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

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

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

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

“Cuando se sospeche que un estudiante deportista ha sufrido una concusión o herida de cabeza en un entrenamiento o juego, a este estudiante deportista se le debe sacar de la competencia en ese momento y por el resto del día”.

Y

“A un estudiante deportista que se le ha sacado del juego no podrá volver a jugar hasta que le evalúe un doctor licenciado con capacitación en la evaluación y manejo de las concusiones y hasta que se reciba un permiso por escrito para volver a jugar de dicho doctor”.

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

Si desea información actual acerca de las concusiones cerebrales por favor visiten el sitio en Internet:

<http://www.cdc.gov/ConcussionInYouthSports/>

Nombre del estudiante deportista

Firma del estudiante deportista

Fecha

Nombre del padre, madre o tutor

Firma del padre, madre o tutor

Fecha

Adaptado del Centro de Control de Enfermedades y el documento de la 3ª conferencia internacional sobre las concusiones deportivas escrito el 5/20/2010

Exhibit “A(2)(iv)”

ACUTE CONCUSSION EVALUATION (ACE)

CARE PLAN

Gerard Gioia, PhD¹ & Micky Collins, PhD²

¹Children's National Medical Center

²University of Pittsburgh Medical Center

Patient Name: _____

DOB: _____ Age: _____

Date: _____ ID/MR# _____

Date of Injury: _____

You have been diagnosed with a concussion (also known as a mild traumatic brain injury). This personal plan is based on your symptoms and is designed to help speed your recovery. Your careful attention to it can also prevent further injury.

Rest is the key. You should not participate in any high risk activities (e.g., sports, physical education (PE), riding a bike, etc.) if you still have any of the symptoms below. It is important to limit activities that require a lot of thinking or concentration (homework, job-related activities), as this can also make your symptoms worse. If you no longer have any symptoms and believe that your concentration and thinking are back to normal, you can slowly and carefully return to your daily activities. Children and teenagers will need help from their parents, teachers, coaches, or athletic trainers to help monitor their recovery and return to activities.

Today the following symptoms are present (circle or check).

____ No reported symptoms

Physical		Thinking	Emotional	Sleep
Headaches	Sensitivity to light	Feeling mentally foggy	Irritability	Drowsiness
Nausea	Sensitivity to noise	Problems concentrating	Sadness	Sleeping more than usual
Fatigue	Numbness/Tingling	Problems remembering	Feeling more emotional	Sleeping less than usual
Visual problems	Vomiting	Feeling more slowed down	Nervousness	Trouble falling asleep
Balance Problems	Dizziness			

RED FLAGS: Call your doctor or go to your emergency department if you suddenly experience any of the following

Headaches that <u>worsen</u>	Look <u>very</u> drowsy, can't be awakened	Can't <u>recognize</u> people or places	Unusual behavior change
Seizures	<u>Repeated</u> vomiting	Increasing confusion	Increasing irritability
Neck pain	Slurred speech	Weakness or numbness in arms or legs	Loss of consciousness

Returning to Daily Activities

1. Get lots of rest. Be sure to get enough sleep at night- no late nights. Keep the same bedtime weekdays and weekends.
2. Take daytime naps or rest breaks when you feel tired or fatigued.
3. **Limit physical activity as well as activities that require a lot of thinking or concentration. These activities can make symptoms worse.**
 - Physical activity includes PE, sports practices, weight-training, running, exercising, heavy lifting, etc.
 - Thinking and concentration activities (e.g., homework, classwork load, job-related activity).
4. Drink lots of fluids and eat carbohydrates or protein to main appropriate blood sugar levels.
5. **As symptoms decrease, you may begin to gradually return to your daily activities. If symptoms worsen or return, lessen your activities, then try again to increase your activities gradually.**
6. During recovery, it is normal to feel frustrated and sad when you do not feel right and you can't be as active as usual.
7. Repeated evaluation of your symptoms is recommended to help guide recovery.

Returning to School

1. If you (or your child) are still having symptoms of concussion you may need extra help to perform school-related activities. As your (or your child's) symptoms decrease during recovery, the extra help or supports can be removed gradually.
2. Inform the teacher(s), school nurse, school psychologist or counselor, and administrator(s) about your (or your child's) injury and symptoms. School personnel should be instructed to watch for:
 - Increased problems paying attention or concentrating
 - Increased problems remembering or learning new information
 - Longer time needed to complete tasks or assignments
 - Greater irritability, less able to cope with stress
 - Symptoms worsen (e.g., headache, tiredness) when doing schoolwork

~Continued on back page~

Returning to School (Continued)

Until you (or your child) have fully recovered, the following supports are recommended: (check all that apply)

- ☐ No return to school. Return on (date) _____
- ☐ Return to school with following supports. Review on (date) _____
- ☐ Shortened day. Recommend _____ hours per day until (date) _____
- ☐ Shortened classes (i.e., rest breaks during classes). Maximum class length: _____ minutes.
- ☐ Allow extra time to complete coursework/assignments and tests.
- ☐ Lessen homework load by ____%. Maximum length of nightly homework: _____ minutes.
- ☐ No significant classroom or standardized testing at this time.
- ☐ Check for the return of symptoms (use symptom table on front page of this form) when doing activities that require a lot of attention or concentration.
- ☐ Take rest breaks during the day as needed.
- ☐ Request meeting of 504 or School Management Team to discuss this plan and needed supports.

Returning to Sports

1. **You should NEVER return to play if you still have ANY symptoms** – (Be sure that you do not have any symptoms at rest and while doing any physical activity and/or activities that require a lot of thinking or concentration.)
2. Be sure that the PE teacher, coach, and/or athletic trainer are aware of your injury and symptoms.
3. It is normal to feel frustrated, sad and even angry because you cannot return to sports right away. With any injury, a full recovery will reduce the chances of getting hurt again. It is better to miss one or two games than the whole season.

The following are recommended at the present time:

- ☐ Do not return to PE class at this time
- ☐ Return to PE class
- ☐ Do not return to sports practices/games at this time
- ☐ **Gradual** return to sports practices under the supervision of an appropriate health care provider (e.g., athletic trainer, coach, or physical education teacher).
 - Return to play should occur in gradual steps beginning with aerobic exercise only to increase your heart rate (e.g., stationary cycle); moving to increasing your heart rate with movement (e.g., running); then adding controlled contact if appropriate; and finally return to sports competition.
 - Pay careful attention to your symptoms and your thinking and concentration skills at each stage of activity. Move to the next level of activity only if you do not experience any symptoms at the each level. If your symptoms return, let your health care provider know, return to the first level, and restart the program gradually.

Gradual Return to Play Plan

1. No physical activity
2. Low levels of physical activity (i.e., *symptoms do not come back during or after the activity*). This includes walking, light jogging, light stationary biking, light weightlifting (lower weight, higher reps, no bench, no squat).
3. Moderate levels of physical activity with body/head movement. This includes moderate jogging, brief running, moderate-intensity stationary biking, moderate-intensity weightlifting (reduced time and/or reduced weight from your typical routine).
4. Heavy non-contact physical activity. This includes sprinting/running, high-intensity stationary biking, regular weightlifting routine, non-contact sport-specific drills (in 3 planes of movement).
5. Full contact in controlled practice.
6. Full contact in game play.

*Neuropsychological testing can provide valuable information to assist physicians with treatment planning, such as return to play decisions.

This referral plan is based on today's evaluation:

- ☐ Return to this office. Date/Time _____
- ☐ Refer to: Neurosurgery _____ Neurology _____ Sports Medicine _____ Psychiatrist _____ Other _____
- ☐ Refer for neuropsychological testing
- ☐ Other _____

ACE Care Plan Completed by: _____

Exhibit “A(2)(v)”

Keep Their Heart in the Game

A Sudden Cardiac Arrest Information Sheet for Athletes and Parents/Guardians

What is sudden cardiac arrest?

Sudden cardiac arrest (SCA) is when the heart stops beating, suddenly and unexpectedly. When this happens blood stops flowing to the brain and other vital organs. SCA is NOT a heart attack. A heart attack is caused by a blockage that stops the flow of blood to the heart. SCA is a malfunction in the heart's electrical system, causing the victim to collapse. The malfunction is caused by a congenital or genetic defect in the heart's structure.

How common is sudden cardiac arrest in the United States?

As the leading cause of death in the U.S., there are more than 300,000 cardiac arrests outside hospitals each year, with nine out of 10 resulting in death. Thousands of sudden cardiac arrests occur among youth, as it is the #2 cause of death under 25 and the #1 killer of student athletes.

Who is at risk for sudden cardiac arrest?

SCA is more likely to occur during exercise or physical activity, so student-athletes are at greater risk. While a heart condition may have no warning signs, studies show that many young people do have symptoms but neglect to tell an adult. This may be because they are embarrassed, they do not want to jeopardize their playing time, they mistakenly think they're out of shape and need to train harder, or they simply ignore the symptoms, assuming they will "just go away." Additionally, some health history factors increase the risk of SCA.

FAINTING
is the
#1 SYMPTOM
OF A HEART CONDITION

What should you do if your student-athlete is experiencing any of these symptoms?

We need to let student-athletes know that if they experience any SCA-related symptoms it is crucial to alert an adult and get follow-up care as soon as possible with a primary care physician. If the athlete has any of the SCA risk factors, these should also be discussed with a doctor to determine if further testing is needed. Wait for your doctor's feedback before returning to play, and alert your coach, trainer and school nurse about any diagnosed conditions.

What is an AED?

An automated external defibrillator (AED) is the only way to save a sudden cardiac arrest victim. An AED is a portable, user-friendly device that automatically diagnoses potentially life-threatening heart rhythms and delivers an electric shock to restore normal rhythm. Anyone can operate an AED, regardless of training. Simple audio direction instructs the rescuer when to press a button to deliver the shock, while other AEDs provide an automatic shock if a fatal heart rhythm is detected. A rescuer cannot accidentally hurt a victim with an AED—quick action can only help. AEDs are designed to only shock victims whose hearts need to be restored to a healthy rhythm. Check with your school for locations of on-campus AEDs.



The Cardiac Chain of Survival

On average it takes EMS teams up to 12 minutes to arrive to a cardiac emergency. Every minute delay in attending to a sudden cardiac arrest victim decreases the chance of survival by 10%. Everyone should be prepared to take action in the first minutes of collapse.

Early Recognition of Sudden Cardiac Arrest



Collapsed and unresponsive.
Gasping, gurgling, snorting, moaning
or labored breathing noises.
Seizure-like activity.

Early Access to 9-1-1



Confirm unresponsiveness.
Call 9-1-1 and follow emergency
dispatcher's instructions.
Call any on-site Emergency Responders.

Early CPR



Begin cardiopulmonary resuscitation
(CPR) immediately. Hands-only CPR involves fast
and continual two-inch chest compressions—
about 100 per minute.

Early Defibrillation



Immediately retrieve and use an automated
external defibrillator (AED) as soon as possible
to restore the heart to its normal rhythm. Mobile
AED units have step-by-step instructions for a by-
stander to use in an emergency situation.

Early Advanced Care



Emergency Medical Services (EMS)
Responders begin advanced life support
including additional resuscitative measures and
transfer to a hospital.

Cardiac Chain of Survival Courtesy of Parent Heart Watch

Keep Their Heart in the Game

Recognize the Warning Signs & Risk Factors of Sudden Cardiac Arrest (SCA)

Tell Your Coach and Consult Your Doctor if These Conditions are Present in Your Student-Athlete

Potential Indicators That SCA May Occur

- ☐ Fainting or seizure, especially during or right after exercise
- ☐ Fainting repeatedly or with excitement or startle
- ☐ Excessive shortness of breath during exercise
- ☐ Racing or fluttering heart palpitations or irregular heartbeat
- ☐ Repeated dizziness or lightheadedness
- ☐ Chest pain or discomfort with exercise
- ☐ Excessive, unexpected fatigue during or after exercise

Factors That Increase the Risk of SCA

- ☐ Family history of known heart abnormalities or sudden death before age 50
- ☐ Specific family history of Long QT Syndrome, Brugada Syndrome, Hypertrophic Cardiomyopathy, or Arrhythmogenic Right Ventricular Dysplasia (ARVD)
- ☐ Family members with unexplained fainting, seizures, drowning or near drowning or car accidents
- ☐ Known structural heart abnormality, repaired or unrepaired
- ☐ Use of drugs, such as cocaine, inhalants, "recreational" drugs, excessive energy drinks or performance-enhancing supplements

What is CIF doing to help protect student-athletes?

CIF amended its bylaws to include language that adds SCA training to coach certification and practice and game protocol that empowers coaches to remove from play a student-athlete who exhibits fainting—the number one warning sign of a potential heart condition. A student-athlete who has been removed from play after displaying signs or symptoms associated with SCA may not return to play until he or she is evaluated and cleared by a licensed health care provider. Parents, guardians and caregivers are urged to dialogue with student-athletes about their heart health and everyone associated with high school sports should be familiar with the cardiac chain of survival so they are prepared in the event of a cardiac emergency.

I have reviewed and understand the symptoms and warning signs of SCA and the new CIF protocol to incorporate SCA prevention strategies into my student's sports program.

STUDENT-ATHLETE SIGNATURE

PRINT STUDENT-ATHLETE'S NAME

DATE

PARENT/GUARDIAN SIGNATURE

PRINT PARENT/GUARDIAN'S NAME

DATE

For more information about Sudden Cardiac Arrest visit

California Interscholastic Federation
<http://www.cifstate.org>

Eric Paredes Save A Life Foundation
<http://www.epsavealife.org>

CardiacWise (20-minute training video)
<http://www.sportsafetyinternational.org>



Exhibit “A(2)(vi)”



www.cifstate.org

California Interscholastic Federation

SPORTS MEDICINE ALERT

*Prepared by the State CIF Sports Medicine Committee
for distribution to Coaches, Athletic Directors and Administrators*

MRSA

MRSA (methicillin-resistant staph aureus) is a type of staph infection that is resistant to many common antibiotics and, in cases where treatment is needed, can be very difficult to treat. Staph bacteria are one of the most common causes of skin infections in the United States. Most of these skin infections are minor (such as pimples and boils) and can be treated without antibiotics, but occasionally serious infections require treatment. In the last few years, there have been a number of cases where these bacteria have spread among members of sports teams. Recently, this issue is making headlines as MRSA can have serious and deadly ramifications if not dealt with immediately.

WARNING SIGNS

It is common for athletes to have pimples, cuts and abrasions on their skin. Coaches must be aware of the signs and symptoms that their student-athletes may exhibit.

- Unusual or increasing pain and/or warmth
- The presence of pus or a pustule
- Induration (hardness)
- Increasing swelling, size or redness of the wound
- Red streaks around the wound
- Fever and/or chills (flu-like symptoms)



**If you have any of these signs
or symptoms, seek medical
attention immediately.**

Preventing MRSA

Precautions that coaches should take for preventing the spread of MRSA

- **Insist that your athletes shower with soap as soon as possible after practices and competitions.** If MRSA bacteria are present on your skin, you can wash them away before they have a chance to cause infection.
- **Ensure that athletes do not share equipment, clothing, towels and other personal items.** **Implement a NO-SHARING rule if you have not done so already.**
- **Whether your athletic department launders practice and game uniforms or athletes do it themselves, implement a policy that uniforms (practice and game) get washed after EACH use.**
- **Ensure that all wounds, cuts and abrasions are covered to help prevent infection, especially during practice and competition.**
- **Equipment MUST be stored in clean, dry areas. A dark, moist, warm environment (lockers) is perfect for bacteria growth.**
- **Clean and disinfect daily, surfaces that are touched on a regular basis. This includes benches, training room tables, weight room equipment and benches.**
- **Wrestling mats MUST be cleaned DAILY before and after use. This would include use by physical education classes.**
- **Research is inconclusive on whether athletic fields can harbor MRSA bacteria. Since some studies have shown that the possibility exists, there are companies that offer antimicrobial treatments for athletic fields.**



For more information go to www.cifstate.org and click on the "Health and Safety" box at the top of the page. Open the Sports Medicine Handbook and refer to page 44 for practical health hygiene policies and recommendations.

What to do about MRSA in School Athletic Programs



Infection Control Policies and Procedures Checklist

Please review the policies and procedures below. Use this tool to help determine which policies/procedures you already have, if they are being followed, and which policies and procedures you need to put in place. This check list is meant to serve as a guideline on reasonable methods of protecting the health and welfare of student athletes. These guidelines are not meant to provide a "standard of care" and are not meant to supersede medical or administrative judgment decisions that must frequently be made on the scene by appropriate individuals.	Policy/Procedures		
	<u>Exist</u> (x)	<u>Follow</u> (x)	<u>Needed</u> (x)
General			
All hard environmental surfaces that may come in contact with body fluids are cleaned and sanitized daily with EPA-approved disinfectant (if area in use).			
All floor and wall padding in athletic area(s) are washed daily, if athletic area is used.			
Separate mop heads/ buckets are used for each activity area, locker rooms and rest rooms. Mop heads and buckets are cleaned regularly. (Washable micro-fiber heads or disposable mop cloths are preferred.)			
Towels/ linens laundered on premises are washed at a minimum of 160 F and dried in a hot dryer.			
<i>Notes:</i>			
Wrestling Room and Mats			
Wall padding, benches and door knobs are wiped-down with quaternary ammonium (quat) or 1:100 bleach solution after each practice and meet.			
Floors are cleaned before and after any moveable mats are used.			
Mat surfaces with <i>small</i> holes or tears are repaired with mat tape. When mat sides are in poor condition, mats are taped together for meets <i>and</i> for practice.			
Mat surfaces are replaced promptly when there are <i>large</i> holes or surfaces are excessively worn.			
Both sides of mats are thoroughly cleaned before and after each use for practices and meets.			
A separate mop head/ bucket is used specifically for cleaning mats; mop heads and buckets are washed regularly.			
<i>Notes:</i>			
Weight Room			
Weight machine padding is inspected regularly, and promptly replaced if punctured or torn.			
Grip areas on weight bars, dumbbells and machines are not taped.			
Grip areas on weight bars, dumbbells, and machines, and lift belts are wiped down daily.			
Wall dispensers of hand gel ($\geq 60\%$ alcohol) are placed at each entry/exit. Athletes and coaches are instructed to use when entering/leaving room-minimum use, may use more often.			
Floors, benches, supports, pads, light switches and door knobs are cleaned daily (when room in use).			
<i>Notes:</i>			

Locker Rooms/Shower Rooms			
Wall dispensers for liquid soap are located next to showers.			
All shower and locker room areas are cleaned daily (if used).			
All floor and walls in athletic area(s) are washed daily, if athletic area is used.			
All benches are washed daily, if used.			
<i>Notes:</i>			

Exhibit “A(2)(vii)”



www.cifstate.org

California Interscholastic Federation

SPORTS MEDICINE ALERT

*Prepared by the State CIF Sports Medicine Committee
for distribution to Student-Athletes, Coaches and Parents*

MRSA

MRSA (methicillin-resistant staph aureus) is a type of staph infection that is resistant to many common antibiotics and, in cases where treatment is needed, can be very difficult to treat. Staph bacteria are one of the most common causes of skin infections in the United States. Most of these skin infections are minor (such as pimples and boils) and can be treated without antibiotics, but occasionally serious infections require treatment. In the last few years, there have been a number of cases where these bacteria have spread among members of sports teams. Recently, this issue is making headlines as MRSA can have serious and deadly ramifications if not dealt with immediately.

WARNING SIGNS

It is common for athletes to have pimples, cuts and abrasions on their skin. Here are a few warning signs to look for and ask about when deciding whether a wound requires medical attention.



- Unusual or increasing pain and/or warmth
- The presence of pus or a pustule
- Induration (hardness)
- Increasing swelling, size or redness of the wound
- Red streaks around the wound
- Fever and/or chills (flu-like symptoms)



**If you have any of these
signs or symptoms, seek
medical attention
immediately.**

Preventing MRSA

Here are some precautions for preventing the spread of MRSA

- Shower with soap as soon as possible after practices and competitions. If MRSA bacteria are present on your skin, you can wash them away before they have a chance to cause infection.
- Don't share towels, razors, soap or other personal items.
- Cover all wounds to help prevent infection, especially during practice and competition. If a bandage or wrapping falls off, replace it immediately.
- Get every skin wound, no matter how minor checked out by you coach, athletic trainer, parent/guardian or team physician.
- Dry out your equipment and padding after each use. Wash your clothes daily.
- Do not store uniforms and equipment in a dark, moist, warm environment. Keep your locker clean and dry.
- Wash your hands often. Frequent hand washing with soap for at least 15 seconds is one of the best ways to prevent MRSA.



For more information go to www.cifstate.org and click on the 'Health and Safety' box at the top of the page. Open the Sports Medicine Handbook and refer to page 44 for practical health hygiene policies and recommendations.

Exhibit “A(2)(viii)”



CIF Mandatory Steroid Policy



SCHOOL NAME/LOGO HERE or remove CCS logo above and add school logo there

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

Our School Policy:

(insert your school policy here) The text box can be expanded to accommodate your entire school policy or insert the reference to where students/parents may find your policy)

PLEASE COMPLETE THIS FORM AND RETURN TO _____
NO LATER THAN _____

Print Name of Student-Athlete:

By signing below, both the participating student-athlete and the parents, legal guardians/caregiver hereby agree that the student-athlete named herein, shall not use androgenic/anabolic steroids without the written prescription of a fully-licensed physician (as recognized by the AMA) to treat a medical condition. We also recognize that under CIF bylaw 202, there could be penalties for false or fraudulent information. We also understand that the _____ (name of school) policy regarding the use of illegal drugs will be enforced for any violations of these rules.

Signature of Student-Athlete named above

Date signed

Print or type name of Parent/Guardian/Caregiver signing below

Relationship to student

Signature of Parent/Guardian/Caregiver

Date signed

Exhibit “A(2)(ix)”

EVENT EMERGENCY GUIDELINES

**CALIFORNIA INTERSCHOLASTIC
FEDERATION**

MARCH, 2013

Purpose

These Event Emergency Guidelines have been developed to work in conjunction with school site and school district safety plans, where applicable. These Guidelines are general in nature and the manner in which they are implemented must depend on the sound judgment of the coach or school administrator at the scene who will be making quick assessments. By their nature, disasters and emergencies are unique events and a decision maker's response to them will almost always involve at least some improvisation.

The Guidelines are divided into two sections. The first section consists of Guidelines to lower the risk of violence or disruptions to an athletic event. The second section addresses responses to specific threats that occur during an athletic event.

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GENERAL REMINDERS

|

WHEN INVESTIGATING ANY ACCIDENTS OR UNUSUAL INCIDENTS, PLEASE REMEMBER TO:

1. Note date and time of incident
2. Note the names and badge numbers of officers responding to incident.
3. Get signed witness statements noting name, address, phone numbers(s) and date of birth.
4. Note **ALL** individuals involved and conduct a full investigation, documenting all information in writing.
5. File all required forms in a timely manner with the event coordinator.

PART I: PLANNING TO AVOID VIOLENCE AND DISRUPTIVE INCIDENTS AT ATHLETIC EVENTS

GENERAL CONSIDERATIONS: Often the hostility of a crowd is the reflection of hostility between coaches or as a result of coaches' actions. In addition, a crowd, or individuals within the crowd, faced with disorganized, confused events, are more prone to become hostile. The following recommendations have the primary goal to prevent or decrease hostility between schools and guide schools to more efficiently conduct events.

A. RESPONSIBILITIES OF HOME TEAM

The coaching staff and administrators of both teams have significant responsibilities and opportunities to reduce the risk of violence and unsafe conditions at athletic events. However, the Home team staff have more responsibilities because they have more control and knowledge about conditions at their sporting facility. The implementation of the Guidelines listed below will depend on a range of factors, including the history of competition between the schools, the layout and location of the athletic facility, the time of the event and the anticipated number of spectators.

1. Pre-Event Planning: Develop an operational plan for each event. Contact the visiting school as early as possible to discuss the game, including prior and existing school/community problems. Under appropriate conditions, schedule a pre-game meeting to address these issues. Provide the visiting team with directions and instructions regarding the safest routes, parking, seating, dismissal from bleachers and the loading, and unloading of buses and automobiles.

2. Staff Planning: Provide specific instructions to teachers, staff members and volunteers supervising the game. Staff should be readily identifiable. Prevention, not apprehension after trouble commences, should be emphasized.

3. Visiting Team Arrival: Have parking areas well-lighted. Arrange, where possible, on-site parking of visitors' automobiles and buses. Supervise the area and path between the visitors' team bus and the facility entrance. The route of the visiting team to the locker room or their section of the field should not be directly in front of the Home team section.

4. Referees: Referees and umpires should emphasize the importance of keeping the game under control. Give payment to officials before the game. Provide them with an escort both entering the field and exiting the field.

5. Scoreboard: Have properly trained adult scorers and timers for officials at games.

6. Game Announcer: The game should be reported without showing overt favoritism to teams or players. Proper language should be used at all times. Announcers can show enthusiasm without losing control. Under no circumstances should the officials' decisions be criticized, directly or indirectly.

7. Concession Stands: Where appropriate, separate concession stands should be employed, one for visitors and one for the home crowd. This rule should also apply to restrooms.
8. Conduct of Game: Provide for supervision of spectators during halftime. Efforts should be made to direct the crowd, keep spectators off the field, and keep the under-the stand area clear.
9. Disruptive Individuals: If a disruptive individual will not take direction, that person should be promptly removed. Noisemakers and drunkenness should not be permitted and, if found, addressed quickly.
10. Area outside of Venue: Areas immediately outside of the venue should be kept clear of unassociated persons.
11. Exiting the Venue: Arrange for supervision to continue until students have left the area, including the team bus.

B. GUIDELINES FOR VISITING TEAMS

1. Contact the administrators of the Home Team to establish routes, parking information, entering and exit gates.
2. Have adequate faculty and administrative presence at the game.
3. Provide students information about parking, entrance, seating and exiting.
4. Check on the amount of time allotted for halftime activities and strictly adhere to those time limits.

C. GUIDELINES FOR BOTH TEAMS

1. Players should refrain from showing surprise or irritation at a call by an official.
2. "Playing to the crowd" can cause trouble- particularly in basketball, where the players' facial expressions are clearly visible to the bench and stands. Players should not communicate with spectators.
3. Players on the bench should not heckle the opposing team.
4. Unsportsmanlike gesturing or the harassment of individual players should be avoided.

PART II: SPECIFIC THREATS

A. INJURIES AND MEDICAL EMERGENCIES

Call 911. If you are alone, call 911 first and then return to the victim. Stay on the line until the 911 operator gives you permission to hang up the phone. Tell the operator exactly which entrance to use to your facility/site and exactly where you are located in the facility/site.

1. Lend any assistance to the victim that you are able and qualified to do. Do not move the victim if there is a chance of back or neck injury.
2. Make sure that someone is at the entrance to meet the emergency vehicle and escort the rescue personnel to the victim.
3. Contact your immediate supervisor.
4. Provide as much information to the rescue personnel that you can regarding the onset of the illness or injury.
5. If the medical emergency is caused by accidental injury, interview witnesses and get as much information as possible.
6. Contact the parents/guardians immediately.
7. Complete the incident report form and forward it to your immediate supervisor.

B. FIRE

1. Call Fire Department.
2. If fire is small in nature, extinguish it with a fire extinguisher.
3. If fire is large in nature or uncontrollable, pull the fire alarm, call 911 and immediately evacuate the building of all students and staff according to your pre-determined crisis plan. Close all doors and windows behind you, but do not lock them.
4. Do not touch anything on your way out.
5. Do not use the elevators.
6. If you smell something burning, immediately notify the site directors who will notify on-site engineering personnel to investigate.
7. Contact your immediate supervisor.
8. Complete the incident report form and forward it to your immediate supervisor.

C. EARTHQUAKE:

(A) Indoor Event: Basic Rule is Drop, Cover, Hold and Wait

1. At the first indication of ground movement, you should drop to the ground. It may soon be impossible to stand upright during the earthquake. Getting to the ground will prevent you from being thrown to the ground and will allow you to assist your team and spectators more quickly.

2. If you are in grandstand, grab hold of seats, railing or other fixture. Move away from the side of the grandstands
3. If you are in an open area, such as a basketball court or swimming pool area, move to the area in front of an interior wall, especially interior corners, kneel and clasp your hand behind your neck.
4. Protect your eyes from flying glass and debris with your arm covering your eyes.
5. After ground movement ends, check for injuries and safely evacuate the building after counting to at least 60. (Many aftershocks occur in the first 60 seconds after the main quake).
6. Please note: It is intuitive and natural for individuals to flee the scene of an earthquake, because flight is a reasonable response to other types of disaster such as fire. This generalized flight response is generally unsafe in the context of an earthquake. California School buildings are built to exacting earthquake standards, otherwise known as the Field Act. As a general proposition the safest place to be on a school site during an earthquake is inside a school building. Most injuries occur when people move to different locations or move to another place in the building.
7. To the extent possible, quiet the crowd to control panic. It is often the case that most injuries during an earthquake do not occur from a structural failure of a building but injuries sustained by person exiting the building, who are struck from falling glass, debris and architectural or lighting elements. (It is a unfortunate fact that architectural elements and lighting fixtures are not inspected to the same level of scrutiny as structural elements.) The area of significant danger is in the "fall zone", the 10 to 20 wide perimeter of a building where objects can fall and strike those below. If possible send someone to "scout" this perimeter around the exit before the general evacuation commences.
8. Move to a safe, open area, away from power lines and other overhead hazards.

B. Outside Event: DROP AND COVER AND STAY OUTSIDE

1. Assess where you are. If you are near overhead lines, trees or buildings, move way from them. If they are not near you, drop to the ground and cover the back of your neck with your hands.
2. Do not enter any buildings until it is determined safe to do so.

C. Traveling to a School Event: STOP SAFELY

1. Pull the Bus or vehicle to the side of the road and stop, unless the conditions found in 2 below, apply.
2. If the bus or vehicle is on a bridge, overpass, or under power lines, continue until these dangers are cleared.

3. Wait until the ground movement stops, then check for injuries. Be aware of aftershocks, downed wires or roads blocked by debris. Check radio for emergency broadcast. Even if road is apparently safe, proceed slowly.

D. SEVERE WEATHER

1. If the tornado sirens are sounded, immediately proceed to the designated shelter area in your building.
2. If inside, stay away from glass windows and doors and the perimeter of the building. Sit as near to the wall as you can get.
3. If you are inside, do not use the phones during an electrical storm.
4. If the building is moving, assume the duck and cover position with your head between your knees and your hands locked over your head.
5. If severe weather occurs while you are outside with students, immediately seek shelter in a building. If none is available, keep students away from trees if you are in an electrical storm. If a tornado is threatening, go to the lowest area of land and lie down.
6. Keep students as calm as possible and speak in reassuring tones.
7. Contact your immediate supervisor.
8. Complete the incident report form and forward it to your immediate supervisor.

E. SHOTS FIRED: RUN, HIDE AND FIGHT IF NECESSARY

GENERAL CONSIDERATIONS: Most mass shooting incidents are over within 10-15 minutes. Your plan for safety should be designed for the short duration survival of you and those around you. Your main challenge is to quickly process the fact that you in such an incident and to not freeze in place. A flawed plan for escape is better than no plan at all.

A. Outside Event

1. During the initial firing, immediately lie on the ground.
2. Immediately assess, to the extent you can, the nature of the threat.
3. If the shooter is in your vicinity, run and encourage others to run.
4. If you are in an open area, run in a zigzag pattern, bending over as much as you can.
5. Keep others from entering into the area.
6. Seek shelter if you cannot outrun the shooter. Any feature that can be used to block gun fire should be considered, including walls, planters or trees.
7. Call 911 as soon as safety permits.
8. As soon as possible, evacuate patrons to a safe area, preferably into a building.
9. Remain calm and as observant as possible. Be ready to describe the shooter, the weapon, a vehicle tag number, etc. to police when they arrive.
10. Be ready to describe the situation and request medical aid if necessary.
11. **Do not confront the shooter unless the circumstances present no other option:** In most cases, the shooter will leave after the initial assault.

12. After shots are no longer being fired, check for injuries.
13. Contact your immediate supervisor.
14. Contact parents/guardian.
15. Complete the incident report form and forward it to your immediate supervisor.

B. Inside a Building

1. Tell everyone to get on the floor or behind furniture and remain quiet. Activate crisis procedure plan.
2. If you are in a confined area, such as a locker room, lock the doors and, if possible, move out of view of windows. Blockade locked doors as best you can.
3. If you are confined indoors, turn out the lights and mute your cell phone.
4. Call 911. Be ready to describe the situation and request medical aid if necessary.
5. Remain calm and as observant as possible – be ready to describe the shooter and the weapon to police when they arrive.
6. **Do not confront the shooter unless the circumstances present no other option:** In most cases, the shooter will leave after the initial assault.
7. After shots are no longer being fired, check students for injuries.
8. Keep students calm and wait for assistance to arrive.
9. If shooter has left the building, do not permit anyone to enter until assistance arrives.
10. Contact your immediate supervisor.
11. Contact parents/guardians immediately.
12. Complete the incident report form and forward it to your immediate supervisor.

C. Fight Option

1. If you cannot escape or hide, and lives remain at stake, fight the intruder
2. The goal is to incapacitate the shooter.
3. Use extreme aggressiveness and improvise your weapons, including fire extinguishers, and chairs.

F. WEAPONS WITHOUT SHOOTING

A. Suspected Weapon On The Premises

1. Call 911.
2. **Do not confront the individual.**
3. Try to keep patrons away from the area until police arrive. If this is not possible, observe the suspect from a reasonable distance until police do arrive. Activate lock down procedures if necessary.
4. If the suspect leaves the premises, try to watch and determine the direction. Be ready to give police as complete a description as possible including vehicle tag number.
5. Contact your immediate supervisor.

6. Complete the incident report form and forward it to your immediate supervisor.

B. Observed Weapon On The Premises

1. Seek assistance from another staff member or supervising adult in reporting the incident.
2. Discreetly call 911 if the suspect is not present.
3. Provide a physical and clothing description and the last known direction of travel of the individual.
4. **IN ALL CASES – USE EXTREME CAUTION. DO NOT CONFRONT THE SUSPECT.**

G. SUSPICIOUS BEHAVIOR

1. Approach the individual and ask if you can help.
2. If the individual does not appear to have legitimate business on the premises, ask the person to leave.
3. If the individual does not leave and/ or the suspicious behavior continues, call 911.
4. Contact your immediate supervisor.
5. Continue to observe the individual until police arrive.
6. Be ready to give police as complete a description of the behavior as possible.
7. Do not become involved in a confrontation with the individual.
8. If the behavior seems potentially threatening to your students, remove them to a safer area.
9. Complete the incident report form and forward it to your immediate supervisor.

H. CHILD ABUSE

1. Immediately record the suspected child abuse/neglect in daily log.
2. All staff are mandatory reporters and must report the suspected child abuse/neglect to law enforcement (including a school police department) on the day that it is observed and recorded and no later than 72 hours after the reasonable suspicion is formed.
3. Program Director must contact the Child Welfare Organization for parents/guardians, when appropriate, about observed abuse or neglect within 24 hours of the observation.
4. Staff must record all observations, phone calls and contacts made.
5. If immediate help is required, call Police Department or 911.
6. Contact your immediate supervisor.
7. Complete the incident report form and forward it to your immediate supervisor.
(Remember: All information about children and families is **confidential**)

Definitions Of Child Abuse:

1. **Physical Abuse** – any injuries from shaking, beating, striking, burning. Any suspected sexual abuse.
2. **Physical Neglect** – failure to provide basic necessities such as food, clothing, shelter, medical attention or proper supervisor

I. PERSONNEL HARASSMENT

1. Remain Calm.
2. Do not respond to the person in a confrontational manner
3. Involve your direct supervisor.
4. Ask and allow person to explain situation.
5. Listen and show concern.
6. If situation remains confrontational, ask the person to leave.
7. If you feel that you are in danger, call 911.
8. Complete the incident report form and forward it to your immediate supervisor.

J. POWER OUTAGE

1. Remain calm.
2. If participants are in danger, stop activity and move them to a safe place.
3. Contact your immediate supervisor. Notify the on-site maintenance staff.
4. Ask site personnel for available flashlight.
5. Complete the incident report form and forward it to your immediate supervisor.

K. MISSING CHILD

1. Remain calm.
2. Inform your immediate supervisor and all staff members that the child is missing and direct staff and participants to meet in an assigned area or room. (Pre-determined procedures should be in place for the remainder of the program hours.)
3. Previously designated staff should stay with participants while the remaining staff search the building. Check all inside spaces of the building and conduct a thorough search of the grounds.
4. Notify the police at 911.
5. Notify the parent/guardian. Ask questions of the parent such as:
 - Does s/he know how to ride the bus?
 - Does s/he have any money?
 - Are there any places in the area that the child is familiar with such as a playground or picnic area?
 - Are there any relatives or friends in the area where the child would be likely to go?

6. Gather all vitals – Picture or description, registrations/applications and clothes child was wearing. The police will need this information to assist in finding the child as quickly as possible.
7. If you or your staff assists in the search, ask neighbors for help. Many people are able and willing to do whatever it takes to help find a missing child.
8. Complete the incident report form and forward it to your immediate supervisor.

L. ABDUCTION

1. **Remain Calm**
2. Call 911.
3. Report abduction, or attempted abduction to your immediate supervisor.
4. Note the person's appearance and any other information about him or her (voice, clothing, vehicle type, license plate number, etc.) that might be helpful to police.
5. If the person is seen taking the child into an automobile, note the color and make of automobile and attempt to memorize the license plate or at least a portion of it. Note the direction or street the automobile is traveling.
6. Treat custody dispute problems as a possible child abduction.

M. CONTROLLED SUBSTANCE (Drugs/Alcohol)

1. Be ready to provide as complete a description of the suspect as possible.
2. Call 911. Give 911 operator as complete a description of the suspect, the behavior, the type of controlled substance, if known, and vehicle tag number.
3. **Do not approach the suspect.**
4. If suspect leaves before police arrive, note the direction, type of vehicle, etc. Do not attempt to follow the suspect.
5. Call your immediate supervisor.
6. Complete the incident report form and forward it to your immediate supervisor.

N. SEXUAL HARASSMENT

1. If a student reports to you that s/he has been approached in an inappropriate fashion by another person, take the student to a private area with another staff member for an interview. **All allegations** of sexual harassment, regardless of the nature, must be investigated.
2. Determine by questioning, as gently as possible, exactly what happened. Ask the victim questions like:
 - What did the person say?
 - What did the person do that made you feel uncomfortable?

- When did this happen?
 - How long has this been going on?
3. Inform the parents/guardians immediately of the alleged sexual harassment.
 4. Interview the alleged aggressor. If a patron, proceed with the questioning. If an employee, wait for your supervisor to arrive to conduct the interview.
 5. *If allegations of **physical touching**, CALL POLICE and your immediate supervisor. **Sexual Assault Procedures** should be initiated (see page 12).*

O. SEXUAL ASSAULT

1. Isolate and secure the victim and the assault area.
2. Call 911.
3. Do not leave the victim alone. Ensure the victim is in a safe place, and assist in making them comfortable.
4. Remain calm and reassure patrons that all possible actions are being taken to care for the injured person and to protect others.

Note: For Sexual Assaults:

1. Notify supervisor.
2. Attempt to dissuade the victim from washing, cleaning up or use of the restroom if possible.
3. Provide the victim with privacy.
4. Secure the crime scene. Protect any potential evidence.
5. **DO NOT USE THE VICTIM'S NAME** on two-way radios or release the victim's identity to anyone other than the lead administrator or law enforcement officials.
6. Remember that sexual assaults are very serious crimes. Do not attempt to conduct an investigation, question victims, witnesses or suspects and do not disturb any potential physical evidence.
7. Assist law enforcement officials as requested.
8. Complete the incident report form and forward it to your immediate supervisor.

P. TACTICAL SITUATION

1. If inside, take all participants to a central area. Keep away from windows and doors and secure all entry doors.
2. If outside and time permits take all participants to an indoor central location.
3. Call your supervisor immediately – they will determine who to contact.
4. Call parents/guardian to inform them of the situation.
5. Do not release anyone until the police say it is safe to do so.

6. Do not release any information to the media. Let the police or a public relations representative have that responsibility.
7. Complete the incident report form and forward it to your immediate supervisor.

Q. BOMB THREATS

ALL BOMB THREATS MUST BE TAKEN SERIOUSLY

1. Remain calm. Keep your voice steady. Do not alarm the caller.
2. DO NOT try to transfer the call. Don't risk losing the call.
3. Record call if possible.
4. Treat the call like any normal order of business. You need to act quickly to get information. **ASK.....**
 - **WHEN** will the device explode?
 - **WHERE** is the device?
 - **WHAT** kind of device is it?
 - **WHAT** does it look like?
 - **WHY** did you place the device?
 - **WHO** are you?
5. Try to keep the caller on the line as long as possible. Take notes while you are talking. Attempt to note.....
 - Time of call
 - Exact words of caller
 - Male or female sounding voice
 - Is there a detectable accent
 - Voice tone, pitch, meter
 - Speech skills, inflections
 - Is the voice familiar
 - Background noise
 - Time the call is terminated
6. CALL 911 immediately. Answer all questions asked of you. Follow any instructions given by the 911 operator.
 - **DO NOT TOUCH SUSPICIOUS OBJECTS.**
 - **DO NOT USE TWO –WAY RADIOS, CORDLESS PHONES, OR ANYTHING ELSE.**
 - **DO NOT TURN ANYTHING ON OR OFF – ESPECIALLY LIGHTS**
7. Contact your immediate supervisor
8. Complete an incident report form and forward it to your immediate supervisor.

DO NOT tell anyone about the Bomb Threat. Trained law enforcement officials will provide instructions.

For Those Individuals Aware Of The Bomb Threat:

DO NOT PANIC. Wait for direction. You may hear the fire alarm sound. It is common to initiate a fire drill in these situations to encourage an orderly exit. The goal is to avoid panic. Mass panic has the potential to result in disaster, including serious injury and /or death.

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #19-02

COMPENSATION

- I. The total compensation for the Primary Services, including reimbursement for actual expenses, shall not exceed Two Million One Hundred Thousand Dollars (\$2,100,000.00), and "Additional Services" not to exceed Fifty Thousand Dollars (\$50,000.00), payable through reimbursement as outlined in Exhibit A-0.
- II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed Forty-Five Dollars (\$45.00) per hour without written authorization from the District Superintendent or his designee.
- III. Within the grant amount, the District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:
 - A. Monthly expenditure report by school.
 - B. Certification that all employees, agents and contractors that will have contact with students and for whom a certificate has not been previously provided have been properly fingerprinted and TB tested.
 - C. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - D. Line items for all supplies properly charged to the Services.
 - E. Line items for all travel properly charged to the Services.
 - F. Line items for all equipment properly charged to the Services.
 - G. Line items for all materials properly charged to the Services.
 - H. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #19-02

INSURANCE

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

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Commercial General Liability coverage of not less than two million dollars (\$2,000,000) in the aggregate and one million dollars (\$1,000,000) per occurrence.
2. Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
3. Insurance coverage should include:
 - a. owned, non-owned and hired vehicles;
 - b. blanket contractual;
 - c. broad form property damage;
 - d. products/completed operations; and
 - e. personal injury.
4. Workers' Compensation insurance as required by the laws of the State of California.
5. Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.
6. Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination

☐ Not Project Related

☒ Project #19-02

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

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

B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

1. District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

2. Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

3. Consultant's 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.

4. Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this Agreement, certificates of insurance or evidence of self-insurance coverage necessary to satisfy District that the insurance provisions of this Agreement have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

☐ Not Project Related

☒ Project #19-02

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #19-02

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

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

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached ☐ constitute ☒ do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **CITY OF OXNARD**, who will provide Services under the Agreement, ☐ is ☒ is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

After School Education & Safety



City Council

By: Terrel Harrison, Interim Cultural & Community Services Director
May 2019

Overview

- Serving over 2,200 Oxnard students
- Employing 122 individuals between the ages 18-25
- Over 100 Hours of Ongoing Professional Staff Development Training provided by School Districts
- Hours of Operation 1:30 p.m. - 6:00 p.m.
- Over 1,000 Volunteer Hours
- Through special events and programs the afterschool program comes in contact with 1,500-2,000 parents and other family members.



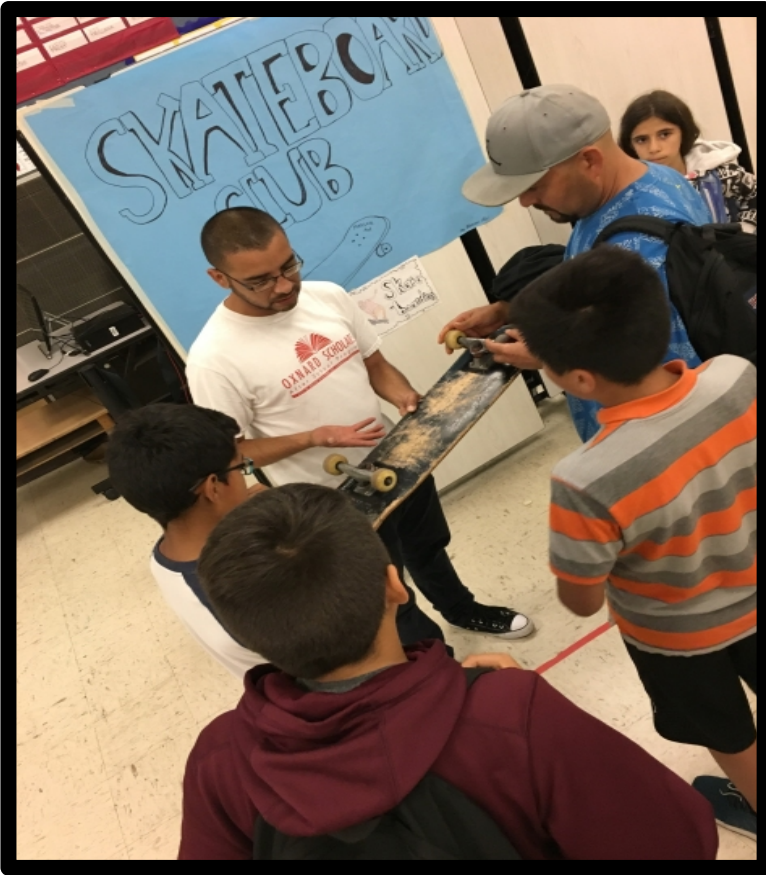
Educational and Literacy Element

- Homework Assistance
- English Language Development
- Math Fluency
- Reading Fluency/High Frequency Words



Enrichment Opportunities

- Visual and Performing Arts
- Music
- Physical Activity/Recreation
- Health/Nutrition
- Technology
- Science



Enrichment Opportunities: Highlights



- Alan Sanchez, a child from McKinna Elementary won first place in the Annual Strawberry Festival Art Contest. His artwork will be used for the poster and other promotional materials such as t-shirts.



- The Annual Impressions Art Gala was held April 4, 2019 with 739 student and their families in attendance.

Community Outreach and Service Learning



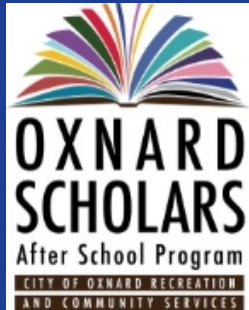
- Cultivating Scholars (Parent Nights)
- Youth Directors Council
- Meet-Up Clean-Up
- Rockin' 2 Sports
- Fun Fest
- Recreation Youth Sports Leagues

Funding

In 2002 California voters passed Proposition 49 which funds the After School Education and Safety (ASES) Grant



- State of California grants funds to school districts that collaborate with community partners to provide safe and educationally enriching alternatives for children and youths during nonschool hours.
- School districts, as grantees are responsible for creating, reviewing, and updating the program plan every three years as well as tracking its outcomes.
- After School Education & Safety (ASES) Grant
 - Through this partnership we receive a contract valued at \$2,150,000



QUESTIONS?

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CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.6.

DATE: May 21, 2019

TO: City Council

FROM: Kevin Riper, Chief Financial Officer, (805) 385-7475, kevin.riper@oxnard.org

SUBJECT: Amendment to External Auditor Agreement for Annual Auditing Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the Seventh Amendment to Agreement A-7819 with Eadie + Payne, LLP, to increase the amount by \$329,347, for a total amended not-to-exceed amount over 5 years of \$1,975,910 for FY 2018-19 CAFR/Single-Audit/Ancillary Assistance and for out-of-scope work for the FY 2017-18 audit and legal support for litigation.

BACKGROUND

Following a request for proposals process, in September 2015 the City hired the external audit firm Eadie + Payne, LLP (E+P). Since the initial agreement, the audit firm has conducted the City of Oxnard's annual audits for FY 2015, FY 2016, FY 2017 and FY 2018, and work is now to begin on FY 2019.

This amendment is requesting an additional \$292,240 for audit services for the fiscal year ending June 30, 2019. An additional \$37,107 for out of scope work and legal support for litigation for the FY 2018 audit is requested for a total contract amendment of \$329,347. The FY 2018 audit fee was originally based on management's representation that measurable improvements had been made to internal controls, meaning 84 out of the 135 findings implemented before the beginning of the audit. However, upon review of the 135 findings through mid-September 2018, E+P noted that only 27 out of 135 findings had, in its opinion, been fully addressed. Because of the existence of significant deficiencies and material weaknesses in internal control, it was necessary for E+P to perform additional audit procedures before rendering an unmodified opinion for FY 2018. E+P's fee for the above out-of-scope services amounted to \$35,000 plus \$2,107 for legal support.

FY 2019 will be the fifth and final year of the City's auditing contract with E+P. Later this calendar year, staff will issue a request for proposals for auditing services, to begin with the audit for FY 2020.

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 majority of this contract amendment (\$292,240) will, as in past years, be part of the proposed budget for next fiscal year. The remaining \$37,107 will be paid from the Finance Department's existing budget for the current fiscal year.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Donna Ventura, Assistant Chief Financial Officer

ATTACHMENTS

1. 7th Amendment to Agreement A-7819 E&P Draft 04 25 19

SEVENTH AMENDMENT FOR ACCOUNTING SERVICES

This Seventh Amendment (“Seventh Amendment”) to the Agreement for Accounting Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2019, by and between the City of Oxnard, a municipal corporation (“City”), and Eadie and Payne, LLP (“Consultant”). This Seventh Amendment amends the Agreement entered into on September 1, 2015, by City and Consultant. The Agreement previously has been amended on January 11, 2016, by a First Amendment, on February 23, 2016, by a Second Amendment, on September 13, 2016, by a Third Amendment, on December 6, 2016, by a Fourth Amendment, by a Fifth Amendment on April 4, 2017, and by a Sixth Amendment on May 22, 2018.

City and Consultant agree as follows:

1. In Subsection (a) of Section 14 (titled Compensation) of the Agreement, the amount of “\$1,646,563” is hereby replaced with “\$1,975,910”.
2. In Section 1 of the Agreement, Exhibits A, A-1, A-2, A-3, A-4 and A-5 are supplemented by Exhibit A-6, which is attached hereto and incorporated herein by this reference.
3. In Section 8 of the Agreement, Exhibits B, B-1 and B-2 are supplemented by Exhibit B-3, which is attached hereto and incorporated herein by reference.
4. 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

EADIE AND PAYNE, LLC

☒ _____
Tim Flynn, Mayor Date

Donald N. Ecker, Chairman Date

ATTEST:

Eden C. Casareno, Date
General Partner

Michelle Ascencion, City Date
Clerk

APPROVED AS TO FORM:

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

EXHIBIT A-6

Audit Fees for FY 2018/19 CAFR/Single Audit		
<u>Scope of Services</u>	<u>Hours</u>	<u>Amount</u>
City Audit	1,000	\$ 140,000
CAP	150	\$ 26,250
Single Audit	180	\$ 25,000
SCO Report	60	\$ 6,700
Streets Report	40	\$ 5,000
CAFR Preparation	215	\$ 30,000
GANN Agreed-Upon Procedures	5	\$ 690
Assistance for GASB 68 & 75	40	\$ 5,600
Riverpark JPA Audit	10	\$ 1,400
Meetings with City	100	\$ 16,600
Sub Total	1,800	\$ 257,240
Direct Expenses		\$ 35,000
Legal support and out of scope work FY 17/18		\$ 37,107
Grand Total		\$ 329,347

EXHIBIT B-3	
SCHEDULE OF SERVICES	
Description	Schedule (Dates)
City Audit – 4-5 weeks	June & October 2019
CAP	March 2020
Single Audit - 2-3 weeks	January 2020
SCO Report - 1-2 weeks	January 2020
Street Report- 1 week	September 2019
CAFR & Preparation - 3-4 weeks	November/ December 2019
GANN	December 2019
GASB 68 & 75	July 2019
Riverpark JPA Audit	December 2019
REPORT ISSUANCE DATE	December 23, 2019



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.7.

DATE: May 21, 2019
TO: City Council
FROM: Mike More, Human Resources Manager, (805) 385-7480, mike.more@oxnard.org
SUBJECT: Fiscal Year 2019-20 Purchase Order for General Liability Insurance.

RECOMMENDATION

That the City Council approve the expenditure of Fiscal Year 2019-20 funds in the amount of \$576,676 for general liability insurance to be purchased through the City's broker, Arthur J. Gallagher & Co., and authorize the Mayor to execute a purchase order in Fiscal Year 2019-20 for the payment thereof.

BACKGROUND

On April 16, 2019, the City Council approved the withdrawal from the Big Independent Cities Excess Pool (BICEP). BICEP is a joint powers authority through which the City has obtained its general liability insurance and other lines of coverage. In Fiscal Year 2018-19, the City paid a total of \$1,554,604 for its general liability insurance coverage through BICEP. Through the City's new broker, Arthur J. Gallagher & Co., staff was able to obtain a stand-alone insurance quote for Fiscal Year 19-20 at a rate 67% lower than the premium paid to BICEP in Fiscal Year 2018-19, for total savings of approximately \$978,000. In addition, the per-occurrence and aggregate insurance limits are substantially higher than the BICEP coverage, as outlined in the table below (all figures are excess of the City's self-insured retention of \$1 million):

Coverage	BICEP	Allied Public Risk / Hallmark / Arch
General Liability/Sexual Abuse Liability Limit Per Occurrence	\$10,000,000	\$30,000,000
General Liability/Sexual Abuse Liability Limit Aggregate Limit	\$25,000,000	\$32,000,000
Auto Liability Limit Per Accident	\$10,000,000	\$30,000,000
Public Officials Liability Limit Per Occurrence	\$10,000,000	\$30,000,000
Public Officials Liability Aggregate Limit	\$25,000,000	\$32,000,000
Employment Practices Liability Limit Per Occurrence	\$10,000,000	\$30,000,000
Employment Practices Liability Aggregate Limit	\$25,000,000	\$32,000,000

As a further benefit, all defense costs do not erode the insurance limits, and are paid by the insurer over and above the limits referenced above. At the same time, any defense costs paid by the City within its \$1 million self-insured retention (SIR) would be applied toward the City's SIR.

The insurer companies providing the coverage are all large, highly-rated insurance companies (A XV rating by AM Best) and are as follows:

Insurance Company	Insurance Layer
Allied World Insurance Company	\$10 Million
Hallmark Specialty Insurance Company	\$10 Million x \$10 Million
Arch Insurance Company	\$10 Million x \$20 Million

The remainder of the insurance policies purchased at the July 1st renewal date (e.g., property, workers' compensation, crime) will be acquired through the CSAC Excess Insurance Authority (CSAC-EIA) joint powers authority, which the City Council adopted a resolution to join on April 16, 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

There is no financial impact in Fiscal Year 2018-19. In Fiscal Year 2019-20, a total of \$576,676 will be charged to the Liability and Property Damage Fund (Acct #701-1704-852-8247). Sufficient funds will be included in the Fiscal Year 2019-20 budget to pay for this expenditure.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Mike More, Human Resources Manager

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.8.

DATE: May 21, 2019

TO: City Council

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

SUBJECT: Award Contract A-8134 to Oilfield Electric Company for On-Call Electrical Repair, Maintenance and Replacement Services.

RECOMMENDATION

That the City Council award and authorize the Mayor to execute an agreement with Oilfield Electric Company (Agreement No. 8134) in the amount of \$800,000 for On-Call Electrical Repair, Maintenance and Replacement Services for a three-year term. (Public Works and Transportation Committee approved 3-0).

BACKGROUND

The Public Works Department is comprised of multiple divisions including environmental resources; water; wastewater; recycled water; storm water; parks; special districts; facility maintenance; fleet; transportation; and engineering, all of which require non-scheduled or unplanned electrical repair and maintenance of facilities and infrastructure from time-to-time. In order to avoid regulatory non-compliance, public health and safety hazards, property and/or environmental damage, the work must be completed with urgency, requiring quick response from a contractor. To respond promptly to these unplanned infrastructure failures the Department requires an on-call contract with a qualified contractor or contractor team that has diverse technical capabilities and the ability to respond quickly to the City's needs.

The City does not have sufficient staff that can perform these services. The work under this agreement will be through task orders issued by a project manager prior to the start of any work.

DISCUSSION

On February 7, 2019 the City issued a Notice Inviting Formal Bids (NIFB) for the On-Call Electrical Repair, Maintenance and Replacement Services PW 19-54. The specific work for this project includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant work to provide on-call electrical repair, maintenance and replacement services for a three year contract with a not-to-exceed amount of \$800,000, per staff request. Only one bid was received and the project was rebid in an attempt to obtain more bids. The rebid NIFB was issued on February 28, 2019.

The bid requested rates and costs on a variety of services for the purpose of evaluation and these rates will be utilized in the final agreement, including aspects such as response time, hourly rates, and mark up on material costs. On March 15, 2019, the City received the two bids listed below based on the requested rates and costs (as more fully detailed in the attached Bid Tabulation).

Oilfield Electric Company: \$1,390.00
Taft Electric Company: \$2,195.06

The lowest bidder is Oilfield Electric Company and its bid is responsive to the City's NIFB. Following this determination, staff reviewed all documentation received from Oilfield Electric and 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 are not legally responsible, which means trustworthy, fit and capable to satisfactorily complete the Project. Additionally, Oilfield Electric has worked on other City contracts and their work has been completed in a professional and timely manner. Thus, staff recommends that the City Council award the contract to Oilfield Electric Company.

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 work under this agreement will be through task orders issued by a project manager prior to the start of any work. All work to be performed will require the Department staff to verify and ensure funding availability prior to commencing.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on April 23, 2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Renee Hatcher, Construction Project Coordinator

ATTACHMENTS

1. Attachment A - Agreement A-8134 Oilfield Electric
2. Attachment B - Bid Tabulation

**CITY OF OXNARD CONTRACT FOR
ON-CALL ELECTRICAL REPAIR, MAINTENANCE AND REPLACEMENT SERVICES PROJECT
(REBID) SPECIFICATION NO. PW 19-54R**

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 OILFIELD ELECTRIC COMPANY d.b.a. OILFIELD ELECTRIC & MOTOR ("Contractor"). Contractor's license number is 125250.

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 General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as On-Call Electrical Repair, Maintenance and Replacement Services Project (Rebid) Specification No. PW 19-54R ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term.
3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid, attached hereto as Exhibit "B" and incorporated herein by this reference, which in any case shall not exceed eight hundred thousand dollars (\$800,000).
4. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) years thereafter, unless sooner terminated pursuant to the Contract Documents.
5. 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 Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be 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.
7. 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."

8. 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.

9. 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.

10. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project and all related Tasks and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

11. Amendment. No modification, amendment or supplement to this Contract other than Change Orders or Task Orders shall be binding unless made in writing and signed by the duly authorized representatives of both parties.

12. 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. This provision shall likewise apply to all Task Orders and other Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the Effective Date.

CITY OF OXNARD

**OILFIELD ELECTRIC COMPANY d.b.a. OILFIELD
ELECTRIC & MOTOR**

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Rosemarie Gaglione, Public Works Director
☐ Lisa Boerner, Purchasing Manager
☐ [name] , Buyer

Alan Dale Fletcher, CEO² _____ Date _____

Jana Fletcher, Secretary _____ Date _____

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must 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. A Buyer may authorize and sign a public project agreement up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
 - For an LLC, the signatures of at least two managers of the LLC; 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-G
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITHOUT BUILDER'S RISK REQUIREMENT)

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

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

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.

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

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. A-8134
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: 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-G or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 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 attached.

INS-G.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.

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No A-8134

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the ACity@)**

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:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY

☐ COMMERCIAL GENERAL LIABILITY

☐ COMPREHENSIVE GENERAL LIABILITY

☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made

Retroactive Date _____

☐ Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ GENERAL

☐ PRODUCTS/COMPLETED OPERATIONS

☐ PERSONAL & ADVERTISING INJURY

☐ FIRE DAMAGE

☐ _____

☐ _____

CLAIMS: Underwriter=s representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (_____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2 CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3 SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4 CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5 PROVISIONS REGARDING THE INSURED=S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6 SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

2.1 Insurance Services Office Commercial General Liability Coverage, Aoccurrence@ form CG0001; or

2.2 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-8134

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent

☐ Underwriter

☐ _____

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

Signature _____

(original signature required)

Telephone: (_____) _____

Date Signed _____

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 _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as On-Call Electrical Repair, Maintenance and Replacement Services Project (Rebid) Specification No. PW 19-54R (the "Project").

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 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 any Task related
 to 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.

The Project shall be considered “accepted” for the purposes of triggering Bond deadlines at the Contractor’s final completion of all Tasks, the City’s acceptance of all Tasks, and the end of the Contract Term, whichever occurs last. 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 Sections 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)

Note: 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. The date of the Bond must not be before the Contract's Effective Date. 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 On-Call Electrical Repair, Maintenance and Replacement Services Project (Rebid) Specification No. PW 19-54R (the "Project").

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, assigns, 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 for all Tasks, 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, within the Contract Term, then this obligation shall become null and void; 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 under any Task Order 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 in any Task Order. 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)

Note: 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. The date of Bond must not be before the Contract's Effective Date. 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 ON-CALL ELECTRICAL REPAIR, MAINTENANCE AND REPLACEMENT SERVICES PROJECT (REBID) SPECIFICATION NO. PW 19-54R

Bidder's Name: Oilfield Electric Company

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, equipment and supplies for the Tasks comprising 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.	DESCRIPTION	RATES			TOTAL OF RATES
	Non-Scheduled Urgent Repair Work	Hourly Rate Monday-Friday 8:00am-5:00pm work begins within 1 hour **	Hourly Rate Monday-Friday 5:01pm - 7:59am work begins within 1 hour **	Hourly Rate Saturday, Sunday and Holidays work begins within 1 hour **	
1	Foreman	\$ 100 /hr	\$ 140 /hr	\$ 140 /hr	\$ 380 /hr
2	Equipment Operator	\$ 90 /hr	\$ 90 /hr	\$ 90 /hr	\$ 270 /hr
3	Laborer	\$ 90 /hr	\$ 125 /hr	\$ 125 /hr	\$ 340 /hr
4	Superintendent	\$ 0 /hr	\$ 0 /hr	\$ 0 /hr	\$ 0 /hr
5	Service Truck	\$ 30 /hr	\$ 30 /hr	\$ 30 /hr	\$ 90 /hr
	Scheduled Repair and Maintenance Work	Hourly Rate Monday-Friday 8:00am-5:00pm			Total of Rates
27	Foreman	\$ 100 /hr			\$ 100 /hr
28	Equipment Operator	\$ 90 /hr			\$ 90 /hr
29	Laborer	\$ 90 /hr			\$ 90 /hr
30	Superintendent	\$ 0 /hr			\$ 0 /hr
32	Service Truck	\$ 30 /hr			\$ 30 /hr
Total Amount					\$ 1,390

** Work must being within that time period. Note: No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, export of material and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

BID PRICE IN DIGITS: \$ 1,390.00

BID PRICE IN WORDS: One thousand, three hundred, ninety dollars

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:
#01	<u> </u>
#02	<u> </u>
#03	<u> </u>
#04	<u> </u>

Addendum:	Date Received:
#05	<u> </u>
#06	<u> </u>
#07	<u> </u>
#08	<u> </u>

Bidder's Name (Company): Oilfield Electric Company

Signature:  Title: President

Print: Alan D. Fletcher Date: 03/10/19

This is a tabulation of bid results, not an offer of award or contract. The City reserves the right to reject all bids.

On-Call Electrical Repair, Maintenance and Replacement Services Project (Rebid) PW 19-54R

Owner: City of Oxnard

Bids received March 15, 2019

Owner: City of Oxnard Bids received March 15, 2019		Oilfield Electric Company				Taft Electric Company			
		1801 N. Ventura Avenue Ventura, CA 93001				1694 Eastman Avenue Ventura, CA 93003			
		#1				#2			
ITEM NO.	DESCRIPTION	RATES			TOTAL OF RATES	RATES			TOTAL OF RATES
	Non-Scheduled Urgent Repair Work	Hourly Rate Monday-Friday 8:00am-5:00pm work begins within 1 hour **	Hourly Rate Monday-Friday 5:01pm -7:59am work begins within 1 hour **	Hourly Rate Saturday, Sunday and Holidays work begins within 1 hour **		Hourly Rate Monday-Friday 8:00am-5:00pm work begins within 1 hour **	Hourly Rate Monday-Friday 5:01pm -7:59am work begins within 1 hour **	Hourly Rate Saturday, Sunday and Holidays work begins within 1 hour **	
1	Foreman	\$100	\$140	\$140	\$380	\$102.86	\$147.50	\$193.00	\$443.36
2	Equipment Operator	\$90	\$90	\$90	\$270	\$106.00	\$153.00	\$199.00	\$458.00
3	Laborer	\$90	\$125	\$125	\$340	\$86.92	\$125.00	\$163.00	\$374.92
4	Superintendent	\$0	\$0	\$0	\$0	\$110.50	\$159.00	\$207.00	\$476.50
5	Service Truck	\$30	\$30	\$30	\$90	\$9.00	\$9.00	\$9.00	\$27.00
	Scheduled Repair and Maintenance Work	Hourly Rate Monday-Friday 8:00am-5:00pm			Total of Rates	Hourly Rate Monday-Friday 8:00am-5:00pm			Total of Rates
27	Foreman	\$100			\$100	\$102.86			\$102.86
28	Equipment Operator	\$90			\$90	\$106.00			\$106.00
29	Laborer	\$90			\$90	\$86.92			\$86.92
30	Superintendent	\$0			\$0	\$110.50			\$110.50
32	Service Truck	\$30			\$30	\$9.00			\$9.00
Total Submitted:					\$1,390	Total Submitted:			\$2,195.06
Total Verified:					\$1,390	Total Verified:			\$2,195.06



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.9.**

DATE: May 21, 2019
TO: City Council
FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org
SUBJECT: City of Oxnard Proposed Truck Route Modifications.

RECOMMENDATION

That the City Council adopt a Resolution, pursuant to Oxnard City Code Section 8-3, amending the City of Oxnard Truck Route Map. (Public Works and Transportation Committee approved 3-0).

BACKGROUND

Due to concerns from residents, community and council members, staff has taken a comprehensive look at all truck routes including Oxnard Boulevard and 5th Street.

Commercial trucks serve almost every businesses throughout Oxnard. It is important to note that commercial trucks are and will continue to be permitted on light traffic streets to reach a destination for the purpose of loading cargo along the most direct route from the designated truck route to the destination. However, our roadways, sidewalks and traffic signal poles and cabinets have been damaged and destroyed by large trucks hitting or running them over at the corners of intersections, including the Fifth Street intersection at Oxnard Boulevard. Most of these trucks are not delivering locally, but are just driving through to destinations outside of the City of Oxnard.

City Code section 8-3(A) states:

"The city council declares that all streets in the city, other than those designated on a map, not printed herein, are light traffic streets. The city council may, from time to time, by resolution amend this map. The city shall adequately post those streets designated on the map as truck routes."

City Code section 8-3(B) further provides:

"No operator of a commercial vehicle with a gross weight, including load, over five tons ("truck"), shall use a light traffic street, except when necessary to reach a destination, for the purpose of loading cargo, and such location cannot be reached by a truck route."

DISCUSSION

This modification would protect City infrastructure, improve the quality of pedestrian and bicyclist experience, and enhance traffic and pedestrian safety along the two segments by eliminating the Oxnard Boulevard segment between Gonzales Road and Five Points, and the Fifth Street segment between Oxnard Boulevard and Rose Avenue from the truck route map.

Staff is coordinating these efforts with Caltrans to ensure consistency and compliance. Caltrans recommends the City evaluate impacts on local businesses and to study the proposed route and its suitability for trucks; such as truck turning abilities, horizontal and vertical clearances, traffic signal timings and signs. The modification is expected to have minimal impacts on local businesses since commercial trucks are permitted on light traffic streets to reach a destination. However, the elimination of the specified segments of Oxnard Boulevard and 5th Street from the designated truck routes will increase truck traffic on the other truck route roadways - Ventura Road, Rose Avenue, Gonzales Road, and Wooley Road. These roads have the proper turning movements, horizontal and vertical clearances, traffic signal timing and signs. Following Council approval of the modified truck route map, the map will be submitted to Caltrans for approval.

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

It will cost approximately \$10,000 for removal of old signs and installation of new ones. There is sufficient funding available in the FY 2018-19 State Gas Tax Fund operating budget (181-57-04).

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on April 23, 2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Ryan Kim, Traffic Engineer

ATTACHMENTS

1. Attachment A - Truck Route Map
2. Attachment B - Resolution

Proposed Oxnard Truck Routes



CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AMENDING THE MAP DESIGNATING THE LIGHT TRAFFIC STREETS
WITHIN THE CITY OF OXNARD

WHEREAS, pursuant to Oxnard City Code Section 8-3(A), the City Council declared that all streets in the City, other than those designated on a map adopted by the City Council, are light traffic streets; and

WHEREAS, the map referenced in Oxnard City Code Section 8-3 thereby designates the truck routes within the City; and

WHEREAS, pursuant to Oxnard City Code Section 8-3(A), the City Council may amend the map by resolution; and

WHEREAS, the City Council wishes to amend the map to remove a portion of Oxnard Boulevard from the designated truck routes within the City.

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

Section 1. The City Council hereby amends the map referenced in Oxnard City Code Section 8-3 and replaces it with the map that is attached here as Exhibit A and incorporated herein by this reference.

PASSED AND ADOPTED THIS ____ day of ____, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Tim Flynn, Mayor

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Exhibit A

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CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.10.

DATE: May 21, 2019

TO: City Council

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

SUBJECT: Agreement for Delivery of Bulk Fuel (Unleaded Gasoline, Clear Diesel and Red Dye Diesel) to City Facilities.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Agreement A-8126 with Conico MacValley, LLC (MacValley), for a term of three (3) years, for a total contract value not to exceed \$1,420,200, to provide bulk fuel delivery services to City facilities for the Wastewater Division, Environmental Resources Division, Fire Stations 1-6 & 8 and River Ridge Golf Course. (Public Works and Transportation Committee approved 3-0).

BACKGROUND

On December 7, 2018, the City issued a formal Request for Bid (RFB) No. PW 19-31 for delivery of fuel (gasoline, clear diesel and red dye diesel) to various City sites. Bidders were rated according to bid prices, references, proposed emergency fuel support and experience and resources. The RFB closed on January 10, 2019. Of the two (2) bidders that submitted bids, Conico Toro, Inc. (MacValley) was the lowest responsible and responsive bidder.

DISCUSSION

MacValley has been the City's bulk fuel provider for more than 10 years. The current contract ends June 30, 2019. The estimated annual quantities for unleaded gasoline, clear diesel and red dye diesel is as follows:

- Unleaded Gasoline – 27,600 gallons
- Clear Diesel – 50,900 gallons
- Red Dye Diesel – 47,600 gallons

Mac Valley will deliver fuel to the following City sites:

- Gasoline and red dye diesel to Environmental Resources, located at 111 Del Norte Boulevard
- Gasoline and clear diesel to Fire Station 1, located at 491 South K Street and Fire Station 8, located at 3000 South Rose Avenue
- Clear diesel to Fire Station 2, located at 531 East Pleasant Valley Road, Fire Station 3, located at 150 Hill Street, Fire Station 4, located at 230 West Vineyard Avenue, Fire Station 5, located at 1450 Colonia Road and Fire Station 6, located at 2601 Peninsula Road
- Gasoline and red dye diesel to River Ridge Golf Course, located at 2501 North Ventura Road
- Gasoline and clear diesel to Wastewater Treatment Plant, located at 6001 Perkins Road

This service was competitively bid, and provides the most economical option for the City. As a result of the Bid Process, MacValley was the lowest responsive bid based on markup amount above the California Oil Price Information 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

Funding will begin in Fiscal Year 2019/2020 and has been considered in the Budget process. The estimated annual cost per Division are as follows:

Division	FY 19/20	FY 20/21	FY 21/22	Grand Total
Wastewater (611,621), Storm Water (114) 611-6103 621-6205 114-3501 114-3502 611-6101	\$126,000	\$126,000	\$126,000	\$378,000
Environmental Resources 631-6312 631-6313	\$112,000	\$112,000	\$112,000	\$336,000
Fire Stations 1-6 & 8 741-7501	\$160,000	\$160,000	\$160,000	\$480,000
River Ridge Golf Course 651-6401	\$75,400	\$75,400	\$75,400	\$226,200
Total				\$1,420,200

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on April 23, 2019 to approve the staff recommendation.

Prepared by: Regina Cuevas, Administrative Technician

ATTACHMENTS

1. Attachment A - Fuel Bid Tabulations
2. Attachment B - MacValley Bid Response
3. Attachment C - Agreement No. A-8126

Vendor	Location and Address	Type of Fuel	Capacity per Tank (Gallons)	Estimated Annual Quantity (Gallons)	Markup or Discount Amount (above or below California O.P.I.S.) per Gallon	Flags
Environmental Resources						
SC Fuels	111 Del Norte	Red Dye Diesel	1,500	41,600	\$0.2688	
SC Fuels	Oxnard, CA 93030	Unleaded Gasoline*	10	100	\$0.0000	We are unable to provide this service. Our Trucks are not equipped to wet hose gas
SC Fuels	Fire Station 1	Unleaded Gasoline	500	4,000	\$0.2688	
SC Fuels	Fire Station 1	Clear Diesel	1,000	9,500	\$0.2688	
SC Fuels	Fire Station 2	Clear Diesel	500	3,900	\$0.3405	
SC Fuels	Fire Station 3	Clear Diesel	1,000	4,500	\$0.2688	
SC Fuels	Fire Station 4	Clear Diesel	1,000	5,500	\$0.2688	
SC Fuels	Fire Station 5	Clear Diesel	500	4,500	\$0.3405	
SC Fuels	Fire Station 6	Clear Diesel	1,000	4,500	\$0.2688	
SC Fuels	Fire Station 8	Unleaded Gasoline	250	3,000	\$0.2688	
SC Fuels	Fire Station 8	Clear Diesel	750	8,500	\$0.2688	
SC Fuels	River Ridge Golf	Unleaded Gasoline**	240	10,500	\$0.3405	
SC Fuels	River Ridge Golf	Red Dye Diesel**	240	6,000	\$0.3405	\$0.3405/\$0.5727
SC Fuels	Wastewater	Unleaded Gasoline	10,000	10,000	\$0.1549	
SC Fuels	Wastewater	Clear Diesel	10,000	10,000	\$0.1549	
Mac Valley O	Environmental	Red Dye Diesel	1,500	41,600	\$0.2050 *	
Mac Valley O	Oxnard, CA	Unleaded Gasoline*	10	100	\$0.2050 *	
Mac Valley O	Fire Station 1	Unleaded Gasoline	500	4,000	\$0.2050 *	
Mac Valley O	Oxnard, CA	Clear Diesel	1,000	9,500	\$0.2050 *	
Mac Valley O	Fire Station 2	Clear Diesel	500	3,900	\$0.2050 *	
Mac Valley O	Fire Station 3	Clear Diesel	1,000	4,500	\$0.2050 *	
Mac Valley O	Fire Station 4	Clear Diesel	1,000	5,500	\$0.2050 *	
Mac Valley O	Fire Station 5	Clear Diesel	500	4,500	\$0.2050 *	
Mac Valley O	Fire Station 6	Clear Diesel	1,000	4,500	\$0.2050 *	
Mac Valley O	Fire Station 8	Unleaded Gasoline	250	3,000	\$0.2050 *	
Mac Valley O	Fire Station 8	Clear Diesel	750	8,500	\$0.2050 *	
Mac Valley O	River Ridge Golf Course	Unleaded Gasoline**	240	10,500	\$0.2050 *	
Mac Valley O	River Ridge Golf Course	Red Dye Diesel**	240	6,000	\$0.2050 *	
Mac Valley O	Wastewater Treatment	Unleaded Gasoline	10,000	10,000	\$0.2050	
Mac Valley O	Wastewater Treatment	Clear Diesel	10,000	10,000	\$0.2050	
					\$ 6.90	



City of Oxnard
Request for Bid
PW 19-31
Fuel Delivery to Various City Sites

Bid Close Date: January 3, 2019
By 2:00 p.m. PT

Purchasing Division
300 West Third Street
Oxnard, CA 93030
<https://www.oxnard.org/>
Solicitation opportunities: <https://www.oxnard.org/rfps-and-rfqs/>

PREPARATION OF BID

1.1 In addition to responding to other sections of this request for bid, **bidder shall submit Attachments A, B, and C, in its entirety, which includes the bid documents and specifications.** Failure to do so may cause rejection of the bid.

1.2 Bidder's response shall state on a point-by-point basis whether the bid is in compliance with the requirements and specifications of this request for bid. Deviations to the requirements and specifications may be considered, provided that the vendor submits full description and explanation of, and or justification for the proposed deviation supported by specifications and descriptive literature that fully describes the item(s) offered.

1.3 Bidders may reproduce Attachment A to submit alternate bids, if the City requests alternate bids.

1.4 The bid must be submitted by an authorized agent of the submitting entity.

1.5 Term of Agreement:

It is the intent of the City to issue a non-exclusive agreement for a five (5) year term.

1.6 Company Profile

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

A. Business name and legal business status (i.e. partnership, corporation, etc.).

<i>BIDDER'S RESPONSE:</i> Conico Toro, Inc. dba MacValley Oil Company
--

B. Company overview and disclosure of services or activities performed, including:

- i. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of \$250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to the Elected Officials.
- ii. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
- iii. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
- iv. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

i. **BIDDER'S RESPONSE:** Peter Hong, no contribution

ii. **BIDDER'S RESPONSE:** Peter Hong, president

iii. **BIDDER'S RESPONSE:** 31 years. MacValley Oil was founded and doing business in City of Oxnard since December of 1987. Current ownership acquired MacValley Oil in December of 2014.

iv. **BIDDER'S RESPONSE:** 100 Del Norte Blvd. Oxnard, CA 93030

- C. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. If exempt, please indicate with an "N/A" in the box below.

BIDDER'S RESPONSE: N/A

- D. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

BIDDER'S RESPONSE: No

- E. List the members of your organization who are authorized to negotiate the Agreement.

BIDDER'S RESPONSE: Peter Hong, David Burrow, Jun Kim, Danny Baillargeon & Chris Do

F. Credentials/Resumes/Certifications/Licenses:

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Bidder shall specifically provide the following information on all employees to be providing services related to this RFB:

- i. Position Title
- ii. Current Responsibilities
- iii. Qualifications/Experiences
- iv. Education
- v. Certifications/licenses, if applicable
- vi. List other pertinent information that will assist in evaluating Bidder's qualifications.

i. **BIDDER'S RESPONSE:** See attached

ii. **BIDDER'S RESPONSE:** See attached

iii. **BIDDER'S RESPONSE:** See attached

iv. **BIDDER'S RESPONSE:** See attached

v. **BIDDER'S RESPONSE:** See attached

vi. **BIDDER'S RESPONSE:** See attached

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

SPECIFICATIONS FOR BULK FUEL DELIVERY SERVICE

2.0 The City of Oxnard wishes to enter into an agreement or agreements for the purchase and delivery of lubricants and antifreeze for their vehicles and/or equipment to various locations throughout the City of Oxnard for a **five-year period**.

2.1 The City may enter into contracts with more than one contractor due to multiple sites and services.

3.0 The City of Oxnard wishes to enter into an agreement or agreements for the purchase and delivery of bulk fuel for their vehicles and/or equipment for a **five-year period**.

The City may enter into contracts with more than one contractor due to multiple sites and services.

3.1 BULK FUEL DELIVERY SERVICE

Bidders shall provide bulk fuel delivery prices for all referenced fuel types for the City's current and future tanks. Fuel shall be delivered per the attached schedule. If delivery is not regularly scheduled or if fuel supply is running low, fuel shall be ordered and delivered by mean of a phone call to the fuel supplier. Regardless of whether a delivery is scheduled or unscheduled, all tanks shall be topped off. Maximum response time for such delivery shall be 24 hours (not three 8-hour business days) or the next business day. The City reserves the right to add or delete delivery sites and fuel types as needed during the course of the contract. The City is closed during the following observed holidays:

New Year's Day
Dr. Martin Luther King Day
Presidents Day
Caesar Chavez Day
Memorial Day

Labor Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

Independence Day

3.2 Estimated Quantities:

The annual quantities listed in the table 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.

Location and Address	Type of Fuel	Capacity per Tank (Gallons)	Estimated Annual Quantity (Gallons)	Delivery Frequency
Environmental Resources 111 Del Norte Boulevard Oxnard, CA 93030	Red Dye Diesel	1,500	41,600	Weekly
	Unleaded Gasoline*	10	100	As needed
Fire Station 1 491 South "K" Street Oxnard, CA 93030	Unleaded Gasoline	500	4,000	Weekly
	Clear Diesel	1,000	9,500	Weekly
Fire Station 2 531 East Pleasant Valley Road Oxnard, CA 93033	Clear Diesel	500	3,900	Weekly
Fire Station 3 150 Hill Street Oxnard, CA 93033	Clear Diesel	1,000	4,500	Weekly
Fire Station 4 230 West Vineyard Avenue Oxnard, CA 93036	Clear Diesel	1,000	5,500	Weekly
Fire Station 5 1450 Colonia Road Oxnard, CA 93030	Clear Diesel	500	4,500	Weekly
Fire Station 6 2601 Peninsula Road Oxnard, CA 93035	Clear Diesel	1,000	4,500	Weekly
Fire Station 8 3000 South Rose Avenue Oxnard, CA 93033	Unleaded Gasoline	250	3,000	Weekly
	Clear Diesel	750	8,500	Weekly
River Ridge Golf Course 2501 North Ventura Road Oxnard, CA 93036	Unleaded Gasoline**	240	10,500	Up to twice a week
	Red Dye Diesel**	240	6,000	Up to twice a week
Wastewater Treatment Plant 6001 Perkins Road Oxnard, CA 93033	Unleaded Gasoline	10,000	10,000	Twice a year
	Clear Diesel	10,000	10,000	Twice a year

* Contractor shall deliver unleaded gasoline, using a low-pressure pump, to Environmental Resources' 10 gallon gas cans. If unable to provide this service, please so indicate.

** Contractor 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	27,600 gallons
Clear Diesel	50,900 gallons (add 10,000 Wastewater)
Red Dye Diesel	47,600 gallons

3.5 Deliveries shall be made by owned or contract motor carriers. Carriage vehicles shall be fully equipped. It is the responsibility of the contractor 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 contractor, including product in spill containers.

3.6 Delivery Contacts:

- Environmental Resources
- Fire Stations 1-8:
 - Contractor shall receive Fire Station gate codes prior to making first delivery.
- River Ridge Golf Course
- Wastewater Treatment Plant

3.7 Emergency Requirements: The contractor shall guarantee, in the event of a declared emergency or natural disaster, priority will be given to all City vehicles/equipment for fuel purchases.

- For River Ridge Golf Course: The contractor shall certify that their above-ground storage tanks and piping will withstand seismic/earthquake events with magnitudes specific to this area's seismic zone (Zone D).
- The contractor shall provide the City with a 24-hour emergency contact number.
- The contractor shall provide the City with an emergency plan and necessary personnel to accommodate the City's needs in the event of a declared emergency or natural disaster.
- Actual hours of operation and response times shall be dependent upon the demands and needs of any particular emergency and shall be coordinated with a City representative. Hours of operation can range from a 24-hour-per-day requirement to predetermined hours of operation as established by the City.

3.8 Pricing:

- The contractor's price shall consist of the Thursday Unbranded OPIS (Oil Price Information Service) LA Early Day Unleaded/Diesel Average Price for all refineries listed in Los Angeles (PADD 4/5) for unleaded gasoline, clear diesel (#2) and red dye diesel, plus a stated amount which shall be applied to the published average, to establish cost per gallon of fuel. This Thursday price shall be the cost basis for deliveries made the following week (Monday-Sunday).
- If the OPIS price is not reported for a particular Thursday, the most recent price previously reported shall be used as the base price.
- The quoted price above OPIS shall remain firm for the term of the contract. This quoted price shall include contractor's costs except for fees and taxes levied by the Federal government, State of California, County of Ventura, and City of Oxnard.
- If OPIS discontinues publication of a contractual-based pricing index, the City and contractor shall negotiate on a new pricing index. If the City and contractor cannot agree on a new pricing methodology, the City may terminate the contract.
- Bidders may submit alternative pricing or methodology, e.g., OPIS LA Early Day Unleaded/Diesel Average Price on day of delivery vs. Thursday's OPIS. The City shall evaluate all pricing structures to determine the best solution for the City of Oxnard. The City may, at City's option, meet with individual bidders to clarify the pricing presented by the bidder after the bid period has closed.

3.9 Billing:

- Payment shall be made for quantities actually delivered and accepted, whether greater or less than ordered amounts.
- Contractor shall leave signed delivery slips with City staff or, in the absence of City staff, at an agreed-upon location.
- Invoices shall detail the date, time, location of delivery, type of fluid, number of lbs./gallons/drums delivered, unit price, and all taxes, fees, and surcharges. For

Corporate Yard deliveries, please add bay number(s) and corresponding fluid type(s) delivered.

- Every Thursday, contractor shall send, to all billing contacts by e-mail, an electronic copy of the OPIS price sheet for the Thursday Unbranded OPIS LA Early Day Unleaded/Diesel Average Price for all refineries listed in Los Angeles (PADD 4/5) for unleaded gasoline, clear diesel (#2) and red dye diesel, formatted per sample below.

OPIS NEWSLETTER PRICES WITH CAR COST - LOS ANGELES, CA
Vol 35, No. 17 Issued 04-27-15 for Prices confirmed through 04-23-2015
**OPIS GROSS CARFG ETHANOL (10%) PRICES WITH CAR COST **

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
Valero	b N-10	240.04	+ 8.75	249.02	+ 8.75	256.01	+ 8.75	04/22	18:00
PSX	b 1-10	243.35	+ 9.09	251.94	+ 9.09	260.02	+ 9.09	04/22	18:00
Valero	u N-10	246.07	+ 5.00	261.07	+ 5.00	276.08	+ 5.00	04/23	10:00
Shell	b 1-10	246.67	+10.10	255.25	+10.10	263.84	+10.10	04/22	18:00
Tesoro	u N-10	247.09	+ 5.00	261.07	+ 5.00	275.06	+ 5.00	04/23	12:00
Chevron	b 1t45c	247.70	+10.00	254.80	+10.00	263.70	+10.00	04/22	18:00
Texaco	b 1-10	247.70	+10.00	254.80	+10.00	263.70	+10.00	04/22	18:00
PSX	u N-10	251.25	+10.00	268.25	+10.00	283.25	+10.00	04/22	18:00
PDI	u 1CT	253.10	+ 3.51	269.08	+ 3.51	285.06	+ 3.50	04/23	00:01
Vitol	u N-10	254.00d	+12.00	-- --	-- --	-- --	-- --	04/22	18:00
LOW RACK		240.04		249.02		256.01			
HIGH RACK		253.10		269.08		285.06			
RACK AVG		247.00		258.36		269.64			
CAR COST		10.10		10.08		10.06			
OPIS LOS ANGELES DELIVERED SPOT (SRI)									
FOB LOS ANGELES		226.51		237.85		254.86			
BRD LOW RACK		240.04		249.02		256.01			
BRD HIGH RACK		247.70		255.25		263.84			
BRD RACK AVG		245.09		253.16		261.45			
UBD LOW RACK		246.07		261.07		275.06			
UBD HIGH RACK		253.10		269.08		285.06			
UBD RACK AVG		249.38		264.87		279.86			
5-DAY AVG		233.14		244.52		255.79			

d=not in average

LOS ANGELES-LONG BEACH, CA	
LOW RETAIL	290.67
AVG RETAIL	324.48
LOW RETAIL EX-TAX	226.99
AVG RETAIL EX-TAX	257.99

- This Thursday OPIS price shall be the basis for invoice prices for deliveries made the following week (Monday-Sunday).
- Environmental Resources billing contact:
 - Bulk fuel invoices for Environmental Resources shall be sent electronically to:. The invoice shall be an attachment to e-mail in a format recognizable by the City's computer system, e.g., PDF. In order for timely invoice payment, invoice shall be received by Environmental Resources no later than five business days after delivery.
 - Billing address: City of Oxnard, Environmental Resources Division, 111 Del Norte Boulevard, Oxnard, CA 93030.
- Oxnard Fire Stations billing contact:
 - Bulk fuel invoices for Oxnard Fire Stations, and their corresponding delivery slips,

shall be mailed to: in the Fleet Services Division. In order for timely invoice payment, invoice shall be received by the Fleet Services Division no later than five business days after delivery.

- Billing address: City of Oxnard, Fleet Services Division, 1060 Pacific Avenue, Bldg. 2, Oxnard, CA 93030.
- River Ridge Golf Course billing contact:
 - Bulk fuel invoices for the River Ridge Golf Course shall be sent to: Parks and Facilities Manager.
 - Billing address: River Ridge Golf Course, 2401 West Vineyard Avenue, Oxnard, CA 93036.
- Wastewater Treatment Plant billing contact:
 - Bulk fuel invoices for the Wastewater Treatment Plant shall be sent to Wastewater Maintenance Supervisor.
 - Billing address: City of Oxnard, Wastewater Section, 6001 Perkins Road, Oxnard, CA 93033.

**ATTACHMENT A
BID DOCUMENTS FOR
BULK FUEL DELIVERY SERVICE**

For bulk fuel, bidder's price shall consist of the Oil Price Information Service (OPIS) daily average rack price for Los Angeles, CA, District #5, plus a stated amount (one rate per type of fuel). The rate shall be applied to the published average to establish the cost per gallon.

Location and Address	Type of Fuel	Capacity per Tank (Gallons)	Estimated Annual Quantity (Gallons)	<u>Markup above California O.P.I.S. UBD RACK AVG</u>
Environmental Resources 111 Del Norte Boulevard Oxnard, CA 93030	Red Dye Diesel	1,500	41,600	\$ 0.205 *
	Unleaded Gasoline*	10	100	\$ 0.205 *
Fire Station 1 491 South "K" Street Oxnard, CA 93030	Unleaded Gasoline	500	4,000	\$ 0.205 *
	Clear Diesel	1,000	9,500	\$ 0.205 *
Fire Station 2 531 East Pleasant Valley Rd. Oxnard, CA 93033	Clear Diesel	500	3,900	\$ 0.205 *
Fire Station 3 150 Hill Street Oxnard, CA 93033	Clear Diesel	1,000	4,500	\$ 0.205 *
Fire Station 4 230 West Vineyard Avenue Oxnard, CA 93036	Clear Diesel	1,000	5,500	\$ 0.205 *
Fire Station 5 1450 Colonia Road Oxnard, CA 93030	Clear Diesel	500	4,500	\$ 0.205 *
Fire Station 6 2601 Peninsula Road Oxnard, CA 93035	Clear Diesel	1,000	4,500	\$ 0.205 *
Fire Station 8 3000 South Rose Avenue Oxnard, CA 93033	Unleaded Gasoline	250	3,000	\$ 0.205 *
	Clear Diesel	750	8,500	\$ 0.205 *
River Ridge Golf Course 2501 North Ventura Road Oxnard, CA 93036	Unleaded Gasoline**	240	10,500	\$ 0.205 *
	Red Dye Diesel**	240	6,000	\$ 0.205 *
Wastewater Treatment Plant 6001 Perkins Road Oxnard, CA 93033	Unleaded Gasoline	10,000	10,000	\$ 0.205 *
	Clear Diesel	10,000	10,000	\$ 0.205 *

* above markup will increase \$0.005 each year.

2019: + \$0.205, 2020: + \$0.210, 2021: + \$0.215, 2022: + \$0.220, 2023: + \$0.225

The grand total is subject to verification. If any discrepancy is found, the sum of the item totals will govern.

Bidders may submit alternative pricing in any format they choose. The City shall evaluate all pricing structures to determine the best solution for the City of Oxnard. The City may, at the City's option, meet with individual bidders to clarify the pricing presented by the bidder after the bid period has closed.

The quoted costs over the OPIS average, or prices based on alternative pricing, shall remain firm for the term of the contract. No price increases shall be allowed during the term of the contract except for Federal, State, and local government fees and taxes approved through legislative action. The contractor shall notify City contacts of such legislative-approved increases prior to their effective date(s) for accounting purposes.

Please list **ALL** taxes, fees, surcharges, and their rates, required by the Federal government, State of California, and by the City of Oxnard which will appear on the invoice (all-inclusive, full disclosure) for **ALL** fuel types. (Please note that the City of Oxnard is exempt from Federal Excise Tax.).

If contractor's invoice shall not list taxes, fees, and surcharges but such taxes, fees, and surcharges are used to arrive at a per gallon price, please provide a fuel price analysis listing ALL such taxes, fees, and surcharges and their rates

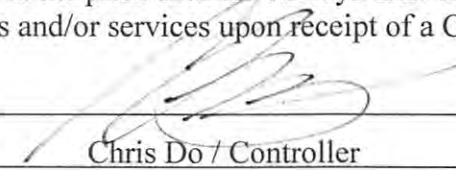
The following addenda are acknowledged: (Enter # & date or "None" if appropriate)

No.	Date	No.	Date

(X) Check here if "NO Bid".

() Check here if your bid will be extended to other public agencies. Your response will in no way affect consideration of your bid.

The undersigned agrees to provide the above items and/or services to the City of Oxnard at the price quoted hereon, hold the price firm for 60 days after the designated date to receive bids, and provide the above items and/or services upon receipt of a City of Oxnard purchase order.

Bidder's Signature  Date 1/3/19

Printed Name & Title Chris Do / Controller

Business Name Conico Toro, Inc. dba MacValley Oil Company

Business Address 100 Del Norte Blvd.
Oxnard, CA 93030

Telephone No. 805-485-6900 Email chris.do@conicoinc.com

Federal Taxpayer Identification No. 47-2170432



ATTACHMENT TO SECTION F
Credentials/Resumes/Certifications/Licenses

Name:	Elizabeth Flores
Current Responsibilities:	Accounts Receivable & Billing Manager
Qualifications/Experience:	19 years of accounting experience. Current and previous experience working with the city of Oxnard.
Education:	College

Name:	Kevin Moore
Current Responsibilities:	Fuel Delivery & Warehouse Manager
Qualifications/Experience:	27 years of industry experience. Current and previous experience working with the city of Oxnard.
Education:	College

Name:	Juan Pelayo
Current Responsibilities:	Fuel Delivery Driver
Qualifications/Experience:	10 years commercial driving and fuel delivery experience. Current primary fuel delivery driver to the Oxnard fire stations.
Education:	Some College
Certification/Licenses:	Class B driver license w/ hasmat, air brake and tank endorsements

Name:	Fermin Guido
Current Responsibilities:	Fuel Delivery Driver
Qualifications/Experience:	15 years commercial driving and fuel delivery experience.
Education:	Some College
Certification/Licenses:	Class B driver license w/ hasmat, air brake and tank endorsements



Taxes & Fees Listings

Tax/Fee Description	Gasoline	Clear Diesel	Dyed Diesel
Fed L.U.S.T.	0.001	0.001	0.001
Fed Excise *	0.183	0.243	0
Fed Oil Spill	0	0	0
GHG Fee	0.1259	0.1523	0.1523
LCFS Fee	0.1303	0.1564	0.1564
CA Excise	0.417	0.36	0
CA UST	0.02	0.02	0.02
CA Childhood Lead	0.0011	0	0
CA Env. Surcharge	0.004982	0.00461	0.00461
CA Sales Tax	2.25%	13.00%	7.25%
Oxnard Sales Tax	0.50%	0.50%	0.50%

All above prices as of 1/3/19. Subject to change at any time.

Any new Federal and State taxes and fees implemented during the duration of the agreement will be added

* Only applies to River Ridge Golf Course. The city is exempt

ATTACHMENT B
CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Chris Do
depose and say that I am Controller
("Sole Owner", "A Partner", "President", or other proper title)
of Conico Toro, Inc. dba MacValley Oil Company
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.
2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.
3. That the addenda indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.


Signature
January 3, 2019
Date

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2852

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA,
ESTABLISHING A SMALL LOCAL BUSINESS
PURCHASING PREFERENCE PROGRAM

WHEREAS, the unemployment rate in the City of Oxnard in recent years consistently has been higher than the unemployment rate of other cities in Ventura County and in the State; and

WHEREAS, the Council finds it necessary, desirable, and in the best interests of the City to establish a small business preference program in order to attract businesses to Oxnard, to retain businesses, and to increase employment and reduce competitive barriers faced by small local businesses; and

WHEREAS, the City is authorized by its municipal affairs authority and state law to establish such a program.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1. In cases where the Oxnard City Code requires a written competitive bid for the purchase of goods or services, in determining the lowest responsible bidder when responsibility and quality are equal, a credit in a percentage of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "Small Local Business" in this ordinance as follows: 5% of the amount up to \$500,000; 4% of the amount between \$500,001 and \$750,000; 3% of the amount between \$750,001 and \$1,000,000; 2% of the amount between \$1,000,001 and \$1,250,000 and 1% of the amount between \$1,250,001 and \$1,500,000. For example, if the lowest responsible bid is \$1,000,000, the preference would be \$42,500 ($\$500,000 \times .05 + \$250,000 \times .04 + \$250,000 \times .03$). The preference applies to all contracts, including contracts over \$1,500,000, but the amount of the preference is limited as provided herein, so that the maximum preference is \$50,000.

Part 2. "Small Local Business" shall mean a business entity that has for at least thirty six (36) months immediately preceding submittal of its bid held a current business license issued by the City and maintained its principal business office within the City's geographic boundaries, and has average annual gross receipts of twenty million dollars (\$20,000,000) or less over the thirty six (36) months immediately preceding submittal of its bid, and that employs fewer than one hundred (100) employees at least fifty percent (50%) of whom are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid.

Part 3. As an alternative to the employment requirements described in Part 2, and only with respect to trade services or construction contracts to perform which the contractor intends to

Ordinance No. 2852..
Page 2

hire employees or to subcontract, a contractor submitting a bid shall satisfy the resident employment requirements for obtaining preference as follows. With the submission of its bid, the contractor shall submit a certification under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the contractor's bid, all of whom have subcontracted with or will subcontract with the contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard. During, or within one year after performance of the contract, the City Manager or designee shall have the right to audit all the contractor's records to confirm the accuracy of the contractor's certification and the contractor shall provide to the City all documents (including subcontractors' records) appropriate to perform such an audit. Should it be determined after such audit by the City Manager that the requirements of this Part 3 have not been met or should the contractor not upon request provide documents sufficient for the audit required by this Part 3 to be performed, the contractor shall be required to pay upon demand to the City the entire amount of any preference granted, which amount may be withheld from any payment otherwise due the contractor. The foregoing is in addition to any other consequences which may be imposed upon the contractor for violation of the provisions of a City ordinance. The City Manager's determination under this Part 3 may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 4. The principal business office shall mean the place where the principal officers or owners generally transact business and the place to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business. Subject to review by the City Manager or designee, the requirements to obtain a Small Local Business preference may be established by submission with the bid of certification under penalty of perjury that the business meets such requirement, including a list showing all employee addresses and affirming that the employees have granted permission for the use of their addresses.

Part 5. The City Manager or his designee shall determine whether a business is a Small Local Business under this ordinance, including whether the principal office of the business is in the city, and whether employees are residents of the City. The City Manager's determination shall be final and not appealable under any provision of the City Code, except for the determination described in Part 3.

Part 6. The City Manager may adopt or instruct the purchasing agent to adopt such regulations, applications and forms as the City Manager determines are appropriate to implement the provisions of this ordinance.

Part 7. The provisions of this ordinance shall not apply when the Small Local Business preference described herein is contrary to or precluded by requirements of State or federal law or contrary to or precluded by requirements of a State or federal funding source or program providing assistance to the City for the particular project.

Part 8. In addition to any other consequence which may be imposed for violation of a City ordinance, the City Manager may prohibit a business entity which he determines has falsely claimed to be a Small Local Business from bidding on City contracts for a period of up to five

Ordinance No. 2852
Page 3

years. The City Manager's determination may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

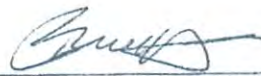
Part 9. Within fifteen days (15) after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City.

Part 10. Ordinance No. 2852 was first read on Dec. 6, 2011, and finally adopted on Dec. 13, 2011, to become effective thirty days thereafter.

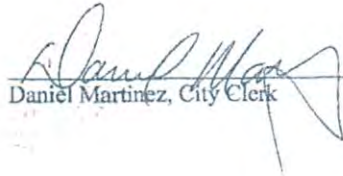
AYES: Councilmembers Holden, MacDonald, Flynn, and Ramirez.

NOES: None.

ABSENT: Mayor Pro Tem Pinkard.


Dr. Thomas E. Holden, Mayor

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Alan Holmberg, City Attorney

Attachment C

Local Business Qualification Affidavit

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

Definition of Local Business

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars (\$20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business.

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name: _____

Physical Address: _____

Phone: _____

E-Mail: _____

Length of time at this location: _____

Number of Company Employees at this address: _____

If less than 36 months, list previous City of Oxnard location: _____

Business License _____

Hours of Operation: _____

Primary function of this location (i.e., sales, distribution, production, corporate, etc): _____

Signature of Company Official _____

Date _____

Print Name, Title _____

Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: July 1, 2019
- (2) Vendor: Conico MacValley, LLC
- (3) Services: Bulk Fuel Deliver Services for Various City Sites
- (4) Schedule of Services: See Schedule and Scope of Services Exhibit, which is attached hereto and incorporated herein.
- (5) Agreement Ending Date: June 30, 2022
- (6) Total Agreement Amount: \$1,420,200
- (7) City's Project Manager: Bill Birch
- (8) Vendor's Project Manager: Chris Do
- (9) Insurance Coverage: INS-I
- (10) What wages are required for this Project?
- ☒ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; 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>100 North Del Norte Boulevard
Oxnard, CA 93030
Attn: Chris Do, Controller</p> | <p><i>FOR CITY:</i></p> <p>1060 Pacific Avenue
Oxnard, CA 93030
Attn: Bill Birch, Fleet Services Manager</p> |
|--|--|
- (12) Contact Emails:
- | | |
|---|--|
| <p><i>VENDOR'S PROJECT MANAGER:</i></p> <p>chris.do@conicoinc.com</p> | <p><i>CITY'S PROJECT MANAGER:</i></p> <p>bill.birch@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:

- | | |
|--|---|
| ☒ Schedule and Scope of Services Exhibit | ☒ Insurance Exhibit (INS-I) |
| ☒ Rates and Costs Exhibit | |
| ☒ Living Wage Policy Exhibit | |

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

CONICO MACVALLEY, LLC

☒ Tim Flynn, Mayor¹ _____ 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 _____

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually. The City requires the following for any contract:

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

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

SCHEDULE AND SCOPE OF SERVICES EXHIBIT

Vendor shall provide bulk fuel delivery services for all referenced fuel types for the City's current and future tanks. If delivery is not regularly scheduled or if fuel supply is running low, fuel shall be ordered and delivered by means of a phone call to the Vendor. Regardless of whether a delivery is scheduled or unscheduled, all tanks shall be topped off. Maximum response time for such delivery shall be 24 hours (not three 8-hour business days) or the next business day. The City reserves the right to add or delete delivery sites and fuel types as needed during the course of the Agreement. Please contact City staff regarding City-observed holidays when facilities are closed:

New Year's Day
 Dr. Martin Luther King Day
 Presidents Day
 Caesar Chavez Day
 Memorial Day
 Independence Day

Labor Day
 Veterans Day
 Thanksgiving Day
 Day After Thanksgiving
 Christmas Day

Estimated Quantities: The annual quantities listed in the table 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 Agreement shall meet the latest requirements of the California Air Resources Board (CARB), Federal, State and local governments, as well as fuel industry laws, codes, requirements, standards and guidelines currently in force, and any of those put in force during the Agreement period. Particular attention shall be paid to the American Society of Testing and Materials (ASTM) laws, regulations and standards.

Location and Address	Type of Fuel	Capacity per Tank (Gallons)	Estimated Annual Quantity (Gallons)	Delivery Frequency
Environmental Resources 111 Del Norte Boulevard Oxnard, CA 93030	Red Dye Diesel	1,500	41,600	Weekly
	Unleaded Gasoline	10	100	As needed
Fire Station 1 491 South "K" Street Oxnard, CA 93030	Unleaded Gasoline	500	4,000	Weekly
	Clear Diesel	1,000	9,500	Weekly
Fire Station 2 531 East Pleasant Valley Road Oxnard, CA 93033	Clear Diesel	500	3,900	Weekly
Fire Station 3 150 Hill Street Oxnard, CA 93033	Clear Diesel	1,000	4,500	Weekly
Fire Station 4 230 West Vineyard Avenue Oxnard, CA 93036	Clear Diesel	1,000	5,500	Weekly
Fire Station 5 1450 Colonia Road Oxnard, CA 93030	Clear Diesel	500	4,500	Weekly
Fire Station 6 2601 Peninsula Road Oxnard, CA 93035	Clear Diesel	1,000	4,500	Weekly
Fire Station 8 3000 South Rose Avenue Oxnard, CA 93033	Unleaded Gasoline	250	3,000	Weekly
	Clear Diesel	750	8,500	Weekly
River Ridge Golf Course 2501 North Ventura Road Oxnard, CA 93036	Unleaded Gasoline	240	10,500	Up to twice a week
	Red Dye Diesel	240	6,000	Up to twice a week
Wastewater Treatment Plant 6001 Perkins Road Oxnard, CA 93033	Unleaded Gasoline	10,000	10,000	Twice a year
	Clear Diesel	10,000	10,000	Twice a year

Vendor shall deliver unleaded gasoline, using a low-pressure pump, to Environmental Resources' 10-gallon gas cans. 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	27,600 gallons
Clear Diesel	50,900 gallons
Red Dye Diesel	47,600 gallons

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.

Delivery Contacts:

- Environmental Resources: James Torrez, phone (805)200-2215, email james.torrez@oxnard.org
- Fire Stations 1-8: Karsten Guthrie, phone (805)385-7704, email karsten.guthrie@oxnard.org
o Vendor shall receive Fire Station gate codes prior to making first delivery.
- River Ridge Golf Course: Art Gutierrez, phone (805)385-7951, email art.gutierrez@oxnard.org
- Wastewater Treatment Plant: Jeff Palacio, phone (805)271-2208, email jeff.palacio@oxnard.org

Emergency Requirements: The Vendor shall guarantee that, in the event of a declared emergency or natural disaster, priority will be given to all City vehicles/equipment for fuel purchases.

- For River Ridge Golf Course: The Vendor shall certify that above-ground storage tanks and piping will withstand seismic/earthquake events with magnitudes specific to this area's seismic zone (Zone D).
- The Vendor shall provide the City with a 24-hour emergency contact number.
- The Vendor shall provide the City with an emergency plan and necessary personnel to accommodate the City's needs in the event of a declared emergency or natural disaster.
- Actual hours of operation and response times shall be dependent upon the demands and needs of any particular emergency and shall be coordinated with a City representative. Hours of operation can range from a 24-hour-per-day requirement to predetermined hours of operation as established by the City.

Pricing:

- The Vendor's price shall consist of the Thursday Unbranded OPIS (Oil Price Information Service) LA Early Day Unleaded/Diesel Average Price for all refineries listed in Los Angeles (PADD 4/5) for unleaded gasoline, clear diesel (#2) and red dye diesel, plus a stated amount which shall be applied to the published average, to establish cost per gallon of fuel. This Thursday price shall be the cost basis for deliveries made the following week (Monday-Sunday).
- If the OPIS price is not reported for a particular Thursday, the most recent price previously reported shall be used as the base price.
- The quoted price above OPIS shall remain firm for the term of the Agreement. This quoted price shall include Vendor's costs except for fees and taxes levied by the Federal government, State of California, County of Ventura, and City of Oxnard.
- If OPIS discontinues publication of a contractual-based pricing index, the City and Vendor shall negotiate on a new pricing index. If the City and Vendor cannot agree on a new pricing methodology, the City may terminate the Agreement.

Billing:

- Payment shall be made for quantities actually delivered and accepted, whether greater or less than ordered amounts.
- Vendor shall leave signed delivery slips with City staff or, in the absence of City staff, at an agreed-upon location.
- Invoices shall detail the date, time, location of delivery, type of fluid, number of lbs./gallons/drums delivered, unit price and all taxes, fees, and surcharges.

Every Thursday, Vendor shall send, to all billing contacts by e-mail, an electronic copy of the OPIS price sheet for the Thursday Unbranded OPIS LA Early Day Unleaded/Diesel Average Price for all refineries listed in Los Angeles (PADD 4/5) for unleaded gasoline, clear diesel (#2) and red dye diesel.

- The current Thursday OPIS price shall be the basis for invoice prices for deliveries made the following week (Monday-Sunday).
- Environmental Resources billing contact:
 - Bulk fuel invoices for Environmental Resources shall be sent electronically to: James Torres, Environmental Resources Division Interim MRF Manager, phone (805) 200-2215, e-mail james.torrez@oxnard.org. The invoice shall be an attachment to e-mail in a format recognizable by the City's computer system, e.g., PDF. In order for timely invoice payment, invoice shall be received by Environmental Resources no later than five (5) business days after delivery.
 - Billing address: City of Oxnard, Environmental Resources Division, 111 Del Norte Boulevard, Oxnard, CA 93030.
- Oxnard Fire Stations billing contact:
 - Bulk fuel invoices for Oxnard Fire Stations, and their corresponding delivery slips, shall be mailed to: Bill Birch, Fleet Services Manager, in the Fleet Services Division, phone (805)385-8080, email bill.birch@oxnard.org. In order for timely invoice payment, invoice shall be received by the Fleet Services Division no later than five business days after delivery.
 - Billing address: City of Oxnard, Fleet Services Division, 1060 Pacific Avenue, Bldg. 2, Oxnard, CA 93030.
- River Ridge Golf Course billing contact:
 - Bulk fuel invoices for the River Ridge Golf Course shall be sent to: Art Gutierrez, Interim Maintenance Services Manager, phone (805)385-7951, e-mail art.gutierrez@oxnard.org.
 - Billing address: River Ridge Golf Course, 2401 West Vineyard Avenue, Oxnard, CA 93036.
- Wastewater Treatment Plant billing contact:
 - Bulk fuel invoices for the Wastewater Treatment Plant shall be sent to: Jeff Palacio, Wastewater Maintenance Supervisor, phone (805)271-2208, e-mail jeff.palacio@oxnard.org.
 - Billing address: City of Oxnard, Wastewater Section, 6001 Perkins Road, Oxnard, CA 93033.

RATES AND COSTS EXHIBIT

Location and Address	Type of Fuel	Capacity per Tank (Gallons)	Estimated Annual Quantity (Gallons)	Markup Above California O.P.I.S. UBD RACK AVG
Environmental Resources 111 Del Norte Boulevard Oxnard, CA 93030	Red Dye Diesel	1,500	41,600	\$0.205*
	Unleaded Gasoline	10	100	\$0.205*
Fire Station 1 491 South "K" Street Oxnard, CA 93030	Unleaded Gasoline	500	4,000	\$0.205*
	Clear Diesel	1,000	9,500	\$0.205*
Fire Station 2 531 East Pleasant Valley Road Oxnard, CA 93033	Clear Diesel	500	3,900	\$0.205*
Fire Station 3 150 Hill Street Oxnard, CA 93033	Clear Diesel	1,000	4,500	\$0.205*
Fire Station 4 230 West Vineyard Avenue Oxnard, CA 93036	Clear Diesel	1,000	5,500	\$0.205*
Fire Station 5 1450 Colonia Road Oxnard, CA 93030	Clear Diesel	500	4,500	\$0.205*
Fire Station 6 2601 Peninsula Road Oxnard, CA 93035	Clear Diesel	1,000	4,500	\$0.205*
Fire Station 8 3000 South Rose Avenue Oxnard, CA 93033	Unleaded Gasoline	250	3,000	\$0.205*
	Clear Diesel	750	8,500	\$0.205*
River Ridge Golf Course 2501 North Ventura Road Oxnard, CA 93036	Unleaded Gasoline	240	10,500	\$0.205*
	Red Dye Diesel	240	6,000	\$0.205*
Wastewater Treatment Plant 6001 Perkins Road Oxnard, CA 93033	Unleaded Gasoline	10,000	10,000	\$0.205*
	Clear Diesel	10,000	10,000	\$0.205*

*above markup will increase \$0.005 each year.

2019: +\$0.205, 2020:+\$0.210, 2021:+\$0.215, 2022:+\$0.220, 2023:+\$0.225

Taxes & Fees Listings

Tax/Fee Description	Gasoline	Clear Diesel	Dyed Diesel
Fed L.U.S.T.	0.001	0.001	0.001
Fed Excise *	0.183	0.243	0
Fed Oil Spill	0	0	0
GHG Fee	0.1259	0.1523	0.1523
LCFS Fee	0.1303	0.1564	0.1564
CA Excise	0.417	0.36	0
CA UST	0.02	0.02	0.02
CA Childhood Lead	0.0011	0	0
CA Env. Surcharge	0.004982	0.00461	0.00461
CA Sales Tax	2.25%	13.00%	7.25%
Oxnard Sales Tax	0.50%	0.50%	0.50%

All above prices as of 1/3/19. Subject to change at any time.

Any new Federal and State taxes and fees implemented during the duration of the agreement will be added

* Only applies to River Ridge Golf Course. The city is exempt

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

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

- A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.67 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2018**

42. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$15.67 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2019, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

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

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

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

**INSURANCE EXHIBIT
INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)**

1. Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

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

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

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

2. Vendor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-I. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-I.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER**CITY OF OXNARD****Attn: Insurance Compliance****Reference No. _____****P.O. Box 100085 – OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:	
TYPE OF INSURANCE		CITY AGREEMENTS/PERMITS	
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		OTHER PROVISIONS	
☐ Claims Made Retroactive Date _____ ☐ Occurrence			
COVERAGES	LIABILITY LIMITS IN THOUSANDS \$		
	EACH OCCURRENCE	AGGREGATE	
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____			Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone: _____		POLICY INFORMATION: Insurance Company: Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
NAMED INSURED		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____	
		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS _____	
TYPE OF INSURANCE ☐ 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		AUTHORIZED REPRESENTATIVE	
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (____) _____ Date Signed _____	



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.11.

DATE: May 21, 2019

TO: City Council

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

SUBJECT: Agreement for Delivery of Lubricants and Antifreeze to City Facilities.

RECOMMENDATION

That City Council approve and authorize the Mayor to execute Agreement A-8135 with Conico MacValley, LLC, (MacValley), for a term of three (3) years, for a total contract value not to exceed \$356,100, to provide delivery of Lubricants and Antifreeze to City facilities for the Wastewater Division, Environmental Resources Division, Fleet Services Division and River Ridge Golf Course. (Public Works and Transportation Committee approved 3-0).

BACKGROUND

On December 4, 2018, the City posted a formal Request for Bid (RFB) No. PW 19-32 for delivery of lubricants and antifreeze to various City sites to support and maintain machinery, equipment and vehicles under their responsibility. Bidders were rated according to bid prices, references, experience and resources. The RFB closed on December 27, 2018. Of the three (3) bidders that submitted bids, MacValley was the lowest responsible and responsive bidder.

DISCUSSION

The City maintains machinery, vehicles and equipment onsite at these particular facilities. The current Purchase Order with Silvas Oil Company ends on June 30, 2019. MacValley will deliver lubricants and antifreeze to the following City Sites:

- Lubricants and antifreeze to Environmental Resources, located at 111 Del Norte Boulevard
- Lubricants to Fleet Services Shops located at 1060 Pacific Avenue and 111 Del Norte Boulevard
- Lubricants and antifreeze to River Ridge Golf Course, located at 2401 West Vineyard Avenue
- Lubricants to Wastewater Treatment Plant, located at 6001 Perkins Road

This service was competitively bid, and provides the most economical option for the City. As a result of the Bid Process, MacValley was the lowest responsive bidder based on unit cost.

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

Funding will begin in Fiscal Year 2019/2020 and has been considered in the Budget process. The estimated annual cost

per Division are as follows:

Division	FY 19/20	FY 20/21	FY 21/22	Grand Total
Wastewater 621-6205	\$49,000	\$49,000	\$49,000	\$147,000
Environmental Resources 631-6312 631-6313	\$8,500	\$8,500	\$8,500	\$25,500
Fleet Services 741-7501	\$52,000	\$52,000	\$52,000	\$156,000
River Ridge Golf Course 651-6401	\$9,200	\$9,200	\$9,200	\$27,600
Agreement Total				\$356,100

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on April 23, 2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Regina Cuevas, Administrative Technician

ATTACHMENTS

1. Attachment A - Lubs & Antifreeze Bid Tabulations
2. Attachment B - MacValley Bid Response
3. Attachment C - Agreement No. A-8135

Location	Item	Volume (past usage average)	Silvas	Southern Counties	MacValley
Environmental Resources	1000 THF Hydraulic	0	\$ -	\$ -	\$ -
Environmental Resources	15W40 Engine Oil	0	\$ -	\$ -	\$ -
Environmental Resources	Red Eye Grease (brand specific)	0	\$ -	\$ -	\$ -
Environmental Resources	Red Antifreeze	6	\$ 975.60	\$ 987.60	\$ 733.20
Environmental Resources	Green Antifreeze	5.4	\$ 447.12	\$ 627.48	\$ 524.88
Environmental Resources	Chevron 220 Gear Oil (brand specific)	0	\$ -	\$ -	\$ -
Fleet Services Mechanic Shops at Corporate yard and Del Norte Shop	76 Firebird AW Hyd 32	1387.5	\$ 8,713.50	\$ 7,783.88	\$ 7,464.75
Fleet Services Mechanic Shops at Corporate yard and Del Norte Shop	Mobil EAL 224H Hyd Oil	3.5	\$ 4,783.63	\$ 4,338.95	\$ 2,918.30
Fleet Services Mechanic Shops at Corporate yard and Del Norte Shop	76 Super ATF DIM	0	\$ -	\$ -	\$ -
Fleet Services Mechanic Shops at Corporate yard and Del Norte Shop	Mobil Delvac Synthetic ATF	4.5	\$ 7,343.33	\$ 7,360.65	\$ 10,112.85
Fleet Services Mechanic Shops at Corporate yard and Del Norte Shop	Synthetic Transmission 50 (110 lb. kegs)	2.5	\$ 1,240.25	\$ 1,369.50	\$ 1,581.25
Fleet Services Mechanic Shops at Corporate yard and Del Norte Shop	76 Firebird 5W20 SN	302.5	\$ 2,126.58	\$ 1,784.75	\$ 1,896.68
Fleet Services Mechanic Shops at Corporate yard and Del Norte Shop	76 Firebird 5W30 SN GFS	82.5	\$ 579.98	\$ 547.80	\$ 517.28
Fleet Services Mechanic Shops at Corporate yard and Del Norte Shop	76 Firebird HD I 5W40 CJ-4/SL	2124	\$ 17,480.52	\$ 15,080.40	\$ 16,949.52
Fleet Services Mechanic Shops at Corporate yard and Del Norte Shop	Mobilube HD 85W140 EP-5	5.5	\$ 1,306.80	\$ 1,861.20	\$ 1,254.00
Fleet Services Mechanic Shops at Corporate yard and Del Norte Shop	76 Multiplex Red 2 (grease in 35 lb. pails)	2	\$ 199.50	\$ 257.60	\$ 194.60

Fleet Services Mechanic Shops at Corporate yard and Del Norte Shop	76 Multiplex Red 2 NLGI 2 (grease in 120lb kegs)	4	\$ 1,329.60	\$ 1,752.00	\$ 1,228.80
Fleet Services Mechanic Shops at Corporate yard and Del Norte Shop	76 Multi plex Red 2 (grease in 400 lb. drums)	1.5	\$ 1,662.00	\$ 1,920.00	\$ 1,542.00
River Ridge Golf Course	1000 THF	82.5	\$ 795.30	\$ 490.05	\$ 616.28
River Ridge Golf Course	4	0	\$ -	\$ -	\$ -
River Ridge Golf Course	100% Antifreeze - MSDS 210,	27.5	\$ 221.10	\$ 233.20	\$ 264.28
Wastewater Treatment Plant	Oil - Pegasus 805*	2882.5	\$ 36,982.48	\$ 44,015.78	\$ 37,876.05
Wastewater Treatment Plant	Oil -Pegasus 701*	110	\$ 1,527.90	\$ 1,684.10	\$ -
Wastewater Treatment Plant	Oil -410 NC*	220	\$ 3,304.40	\$ 3,245.00	\$ 2,571.80
Wastewater Treatment Plant	Oil - Delvac I ESP*	12	\$ 407.04	\$ 357.36	\$ 208.80
Wastewater Treatment Plant	Oil - Delvac 1300 Super*	1.5	\$ 17.57	\$ 19.34	\$ 11.97
Wastewater Treatment Plant	Oil - DTE 25*	192.5	\$ 2,772.00	\$ 1,655.50	\$ 1,035.65
Wastewater Treatment Plant	Oil - BB*	0	\$ -	\$ -	\$ -
Wastewater Treatment Plant	Oil - Rarus 427*	0	\$ -	\$ -	\$ -
Wastewater Treatment Plant	Oil - DTE Extra Heavy*	0	\$ -	\$ -	\$ -
Wastewater Treatment Plant	Oil -Gear Oil 634*	5	\$ 13.30	\$ 15.55	\$ 70.25
Wastewater Treatment Plant	Oil - DTE Light*	0	\$ -	\$ -	\$ -
			\$ 94,229.47	\$ 97,387.68	\$ 89,573.17



City of Oxnard
Request for Bid
PW 19-32
Lubricants and Antifreeze Delivery Services

Bid Close Date: December 27, 2018
By 2:00 p.m. PT

Purchasing Division
300 West Third Street
Oxnard, CA 93030
<https://www.oxnard.org/>
Solicitation opportunities: <https://www.oxnard.org/rfps-and-rfqs/>

PREPARATION OF BID

1.1 In addition to responding to other sections of this request for bid, **bidder shall submit Attachments A, B, and C, in its entirety, which includes the bid documents and specifications.** Failure to do so may cause rejection of the bid.

1.2 Bidder's response shall state on a point-by-point basis whether the bid is in compliance with the requirements and specifications of this request for bid. Deviations to the requirements and specifications may be considered, provided that the vendor submits full description and explanation of, and or justification for the proposed deviation supported by specifications and descriptive literature that fully describes the item(s) offered.

1.3 Bidders may reproduce Attachment A to submit alternate bids, if the City requests alternate bids.

1.4 The bid must be submitted by an authorized agent of the submitting entity.

1.5 Term of Agreement:

It is the intent of the City to issue a non-exclusive agreement for a **five (5)** year term.

1.6 Company Profile

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

A. Business name and legal business status (i.e. partnership, corporation, etc.).

BIDDER'S RESPONSE: Conico Toro, Inc. dba MacValley Oil Company, a California corporation

B. Company overview and disclosure of services or activities performed, including:

- i. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of \$250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to the Elected Officials.
- ii. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
- iii. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
- iv. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

i. **BIDDER'S RESPONSE:** Peter Hong, no contribution

ii. **BIDDER'S RESPONSE:** Peter Hong, president

iii. **BIDDER'S RESPONSE:** 31 years (MacValley Oil was founded and doing business in City of Oxnard since December of 1987. Current ownership acquired MacValley Oil in December of 2014.

iv. **BIDDER'S RESPONSE:** 100 Del Norte Blvd. Oxnard, CA 93030

- C. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. If exempt, please indicate with an "N/A" in the box below.

BIDDER'S RESPONSE: N/A

- D. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

BIDDER'S RESPONSE: No

- E. List the members of your organization who are authorized to negotiate the Agreement.

BIDDER'S RESPONSE: Peter Hong, David Burrow, Jun Kim, Danny Baillargeon & Chris Do

DESCRIPTION OF PRODUCT

2.0 The City of Oxnard wishes to enter into an agreement or agreements for the purchase and delivery of lubricants and antifreeze for their vehicles and/or equipment for a five-year period.

2.1 The City may enter into contracts with more than one contractor due to multiple sites and services.

3.0 LUBRICANT (HYDRAULIC FLUID, TRANSMISSION FLUID, ENGINE OIL, DIFFERENTIAL OIL, GEAR OIL, GREASE) & ANTIFREEZE DELIVERY SERVICE

3.1 Bidders shall provide bulk lubricant delivery prices for all referenced lubricant types and antifreeze for the City's current and future tanks. The City shall not be penalized for purchasing more or less than the estimated quantities listed. Fluids shall be ordered and delivered, if delivery is not regularly scheduled, on an "as-needed" basis by means of a phone call to contractor. Maximum response time for such delivery shall be 24 hours (not three 8-hour business days) or the next business day. Please contact City staff for a list of City-observed holidays when facilities are closed.

3.2 Deliveries shall be made by owned or contract motor carriers. Carriage vehicles shall be fully equipped. It is the responsibility of the contractor to supply pumps, hoses, or whatever is needed to appropriately pump the lubricants and antifreeze being delivered. Hoses and all coupler fittings shall be tight when in use. Product that leaks from hoses or coupler connections shall be cleaned up and removed by contractor, including product in spill containers.

3.3 Estimated Quantities:

The annual volumes indicated below are estimates only. The City shall not be penalized for purchasing more or less than the projected volume listed. The City reserves the right to add or delete delivery sites and products as needed during the course of the contract.

3.4 Sites:

1) Environmental Resources, 111 Del Norte Blvd., Oxnard, CA 93030:

Fluid	Estimated Usage Every Three Months	Equipment
1000 THF Hydraulic Fluid	100 gallons	Various
15W40 Engine Oil	100 gallons	Various
Red Eye Grease (brand specific)	¼ drum	Yellow and Green Iron Machinery
Red Antifreeze 100%	10 gallons in 1-gallon containers	Yellow Iron
Green Antifreeze 100%	10 gallons in 1-gallon containers	Forklifts
Chevron 220 Gear Oil (brand specific)	One (1) 5-gallon bucket (estimated annual usage)	MRF (Materials Recovery Facility) Processing Machinery Gear Motors

2) Fleet Services mechanic shops at Corporate Yard (1060 Pacific Avenue, Bays 6, 8, 15, 18) and Del Norte Shop (111 Del Norte Blvd.), Oxnard, CA 93030:

Fluid	Type	Unit of Measure	Projected Annual Volume
76 Firebird AW Hyd 32	Hydraulic fluid	Bulk gallons	1,300 gallons
Mobil EAL 224H Hyd Oil	Hydraulic fluid	55 gal. drum	7 drums or 385 gallons
76 Super ATF D/M	Transmission fluid	Bulk gallons	30 gallons
Mobil Delvac Synthetic ATF	Transmission fluid (must be Allison approved)	55 gal. drum	5 drums or 275 gals.
Mobil Delvac Synthetic Transmission 50 (110 lb. kegs)	Transmission fluid	110 lb. keg	2 kegs or 220 lbs.
76 Firebird 5W20 SN	Engine oil (gasoline)	Bulk gallons	500 gallons
76 Firebird 5W30 SN GFS	Engine oil (gasoline)	Bulk gallons	250 gallons
76 Firebird HD 15W40 CJ-4/SL	Engine oil (diesel)	Bulk gallons	2,000 gallons
Mobilube HD 85W140 EP-5	Differential oil	120 lb. kegs	1 keg or 120 lbs.
76 Multiplex Red 2 (grease in 35 lb. pails)	Grease	35 lb. pails	1 pail or 35 lbs.
76 Multiplex Red 2 NLGI 2 (grease in 120 lb. kegs)	Grease	120 lb. kegs	1 keg or 120 lbs.
76 Multiplex Red 2 (grease in 400 lb. drums)	Grease	400 lb. drums	3 drums or 1,200 lbs.

3) River Ridge Golf Course at 2501 North Ventura Road, Oxnard, CA 93036:

Fluid	Unit of Measure	Projected Annual Volume	Container Capacity
Hydraulic Fluid – 1000 THF	Gallons	260 gallons	55 gallon drum*
Oil – 15W40, API, CJ-4	Gallons	260 gallons	120 gallon container*
100% Antifreeze – MSDS 210, Conventional Green Formula	Gallons	60 gallons	55 gallon drum*

*Container to be provided by contractor.

4) Wastewater Treatment Plant at 6001 Perkins Road, Oxnard, CA 93033:

Fluid	Estimated Annual Usage	Equipment
Oil – Pegasus 805*	3,000 gallons	Engineators
Oil – Pegasus 701*	220 gallons	Cat Engines
Oil – 410 NC*	110 gallons	EMD Generators
Oil – Delvac 1 ESP*	110 gallons	Vehicles
Oil – Delvac 1300 Super*	165 gallons	Vehicles
Oil – DTE 25*	550 gallons	Various Equipment

Oil – BB*	110 gallons	Angle Drives
Oil – Rarus 427*	55 gallons	Air Compressors
Oil – DTE Extra Heavy*	55 gallons	Gear Reducers
Oil – Gear Oil 634*	10 gallons	Gear Reducers/Hypoid Gears
Oil – DTE Light*	55 gallons	Bearing Boxes

*Mobil brand oils or equal to.

4.0 Delivery Locations:

- a) Environmental Resources: **111 Del Norte Blvd., Oxnard, CA 93030**
- b) Fleet Services' Corporate Yard and Del Norte Shop: **1060 Pacific Avenue, Bays 6, 8, 15, 18) and Del Norte Shop (111 Del Norte Blvd.), Oxnard, CA 93030**
- c) Ridge Golf Course: **2501 North Ventura Road, Oxnard, CA 93036**
- d) Wastewater Treatment Plant: **6001 Perkins Road, Oxnard, CA 93033**

4.1 Delivery Requirements:

- a) Contractor shall visit the Fleet Services' Corporate Yard every other week to ascertain lubricant needs and schedule lubricant delivery accordingly in order to maintain tanks at least half full at all times.
- b) Delivery slips for Corporate Yard deliveries shall specify bay numbers and corresponding fluids delivered.
- c) With other City sites than the Corporate Yard, lubricants and antifreeze shall be ordered and delivered on an "as-needed" basis by means of a phone call or e-mail to the contractor. Maximum response time for such delivery shall be 24 hours (not three 8-hour business days) or the next business day. Please contact City staff regarding City-observed holidays when facilities are closed.
- d) Fluids shall be delivered in bulk (no drums) unless otherwise stated.
- e) Contractor shall top off tanks when delivering fluids regardless of quantity ordered.
- f) All fluids require branded products or equal to. Please provide product data sheets for all fluids listed on your bid. Bidder must furnish, at its own expense, all information necessary as required by the City.
- g) Red Eye grease and Chevron 220 gear oil (or equal to) shall be delivered to Environmental Services.
- h) Synthetic transmission fluid for Fleet Services shops to be Allison-approved.
- i) Mobil brand oils (or equal to) shall be accepted by the Wastewater Treatment Plant.

5.0 Billing:

- a) Payment shall be made for quantities actually delivered and accepted, whether greater or less than ordered amounts.
- b) Contractor shall leave signed delivery slips with City staff or, in the absence of City staff, at an agreed-upon location.
- c) Invoices shall detail the date, time, location of delivery, type of fluid, number of lbs./gallons/drums delivered, unit price, and all taxes, fees, and surcharges. For Corporate Yard deliveries, please add bay number(s) and corresponding fluid type(s) delivered.

5.1 Environmental Resources billing contact:

- a) Invoices for lubricants delivered to Environmental Resources shall be sent electronically. The invoice shall be an attachment to e-mail in a format recognizable by the City's computer system, e.g., PDF. In order for timely invoice payment, invoice shall be received by Environmental Resources no later than five business days after delivery.
- b) Billing address: City of Oxnard, Environmental Resources Division, 111 Del Norte Boulevard, Oxnard, CA 93030.

5.2 Fleet Services shops' billing contact:

- a) Invoices for lubricants delivered to Fleet Services shops (Corporate Yard and Del Norte locations) shall be sent electronically. The invoice shall be an attachment to e-mail in a format recognizable by the City's computer system, e.g., PDF. In order for timely invoice payment, invoice shall be received by the Fleet Services Division no later than five business days after delivery.
- b) Billing address: City of Oxnard, Fleet Services Division, 1060 Pacific Avenue, Bldg. 2, Oxnard, CA 93030.

5.3 River Ridge Golf Course billing contact:

- a) Invoices for lubricants delivered to the River Ridge Golf Course shall be sent to Parks and Facilities Manager.
- b) Billing address: River Ridge Golf Course, 2401 West Vineyard Road, Oxnard, CA 93036

5.4 Wastewater Treatment Plant billing contact:

- a) Invoices for lubricants delivered to the Wastewater Treatment Plant shall be sent to Wastewater Maintenance Supervisor.
- b) Billing address: City of Oxnard, Wastewater Section, 6001 Perkins Road, Oxnard, CA 93033.

ATTACHMENT A
BID DOCUMENTS
FOR
LUBRICANT & ANTIFREEZE DELIVERY SERVICES

Environmental Resources

Item	Proposed Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
1000 THF Hydraulic Fluid	TOTAL Dynatrans MP	100 gallons	\$747.00
15W40 Engine Oil	TOTAL Rubia Optima 1100 15w40	100 gallons	\$798.00
Red Eye Grease (brand specific)	LSC Red-I Grease #2	¼ drum	\$333.60
Red Antifreeze 100%	TOTAL Coolelf HDLL	10 gallons in 1-gallon containers	\$122.20
Green Antifreeze 100%	TOTAL Coolelf GLS	10 gallons in 1-gallon containers	\$97.20
Chevron 220 Gear Oil (brand specific)	Chevron Meropa 220	One (1) 5-gallon bucket (estimated annual usage)	\$93.10

Fleet Services mechanic shops at Corporate Yard and Del Norte Shop

Item	Proposed Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
76 Firebird AW Hyd 32	TOTAL Azolla ZS 32	Bulk gallons	\$5.38
Mobil EAL 224H Hyd Oil	TOTAL Biohydran AW 32	55 gal. drum	\$833.80
76 Super ATF D/M	TOTAL Fluid H 3 NA	Bulk gallons	\$7.48
Mobil Delvac Synthetic ATF	Mobil Delvac Syn ATF 1	55 gal. drum	\$2,247.30
Mobil Delvac Synthetic Transmission 50 (110 lb. kegs)	TOTAL Transmission Syn SAE 50	16 gal keg	\$736.48
76 Firebird 5W20 SN	TOTAL Quartz 7000 Future XT 5w20	Bulk gallons	\$6.27
76 Firebird 5W30 SN GFS	TOTAL Quartz 7000 Future XT 5w30	Bulk gallons	\$6.27
76 Firebird HD 15W40 CJ-4/SL	TOTAL Rubia Optima 1100 15w40	Bulk gallons	\$7.98
Mobilube HD 85W140 EP-5	TOTAL Transmission MDL NA 84w140	16 gal keg	\$243.04
76 Multiplex Red 2 (grease in 35 lb. pails)	TOTAL Multis Complex ET 2	35 lb. pails	\$97.30
76 Multiplex Red 2 NLGI 2 (grease in 120 lb. kegs)	TOTAL Multis Complex ET 2	120 lb. kegs	\$307.20
76 Multiplex Red 2 (grease in 400 lb. drums)	TOTAL Multis Complex ET 2	400 lb. drums	\$1,028.00

River Ridge Golf Course

Item	Proposed Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
Hydraulic Fluid – 1000 THF	TOTAL Dynatrans MP	Gallon	\$7.47
Oil – 15W40, API, CJ-4	TOTAL Rubia Optima 1100 15w40	Gallon	\$7.98
100% Antifreeze – MSDS 210, Conventional Green Formula	TOTAL Coolelf GLS	Gallon	\$9.61

Wastewater Treatment Plant

Item	Proposed Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
Oil – Pegasus 805*	TOTAL Nateria MH 40	Gallon	\$13.14
Oil – Pegasus 701*	No Product	Gallon	N/A
Oil – 410 NC*	TOTAL Rubia G9 SAE 40	Gallon	\$11.69
Oil – Delvac 1 ESP*	TOTAL Rubia Optima 1500 5w40	Gallon	\$17.40
Oil – Delvac 1300 Super*	TOTAL Rubia Optima 1100 15w40	Gallon	\$7.98
Oil – DTE 25*	TOTAL Azolla ZS 46	Gallon	\$5.38
Oil – BB*	TOTAL Cirkan RO 220	Gallon	\$11.41
Oil – Rarus 427*	TOTAL Dacnis 100	Gallon	\$11.34
Oil – DTE Extra Heavy*	TOTAL Cirkan RO 150	Gallon	\$11.26
Oil – Gear Oil 634*	TOTAL Carter EP 460	Gallon	\$14.05
Oil – DTE Light*	TOTAL Cirkan RO 32	Gallon	\$11.07

***Mobil brand oils or equal to.**

**** All above quoted prices good for the first year of the contract as written in the terms & conditions. After the first year, any manufacturer price increase or decrease will pass thru directly to City of Oxnard. 30-day notice will be provided prior to the price increase. Prices do not include and subject to state/district sales, excise and environmental regulatory taxes and fees.**

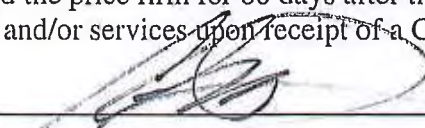
The grand total is subject to verification. If any discrepancy is found, the sum of the item totals will govern.

The following addenda are acknowledged: (Enter # & date or "None" if appropriate)

No.	Date	No.	Date

- () Check here if "NO Bid".
() Check here if your bid will be extended to other public agencies. Your response will in no way affect consideration of your bid.

The undersigned agrees to provide the above items and/or services to the City of Oxnard at the price quoted hereon, hold the price firm for 60 days after the designated date to receive bids, and provide the above items and/or services upon receipt of a City of Oxnard purchase order.

Bidder's Signature  Date 12/27/18

Printed Name & Title Chris Do / Controller

Business Name Conico Toro, Inc. dba MacValley Oil Company

Business Address 100 Del Norte Blvd.

Oxnard, CA 93030

Telephone No. 805-485-6900 Email chris.do@conicoinc.com

Federal Taxpayer Identification No. 47-2170432

ATTACHMENT B
CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Chris Do
depose and say that I am Controller
("Sole Owner", "A Partner", "President", or other proper title)
of Conico Toro, Inc. dba MacValley Oil Company
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.
2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.
3. That the addenda indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.


Signature

December 27, 2018
Date

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2852

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA,
ESTABLISHING A SMALL LOCAL BUSINESS
PURCHASING PREFERENCE PROGRAM

WHEREAS, the unemployment rate in the City of Oxnard in recent years consistently has been higher than the unemployment rate of other cities in Ventura County and in the State; and

WHEREAS, the Council finds it necessary, desirable, and in the best interests of the City to establish a small business preference program in order to attract businesses to Oxnard, to retain businesses, and to increase employment and reduce competitive barriers faced by small local businesses; and

WHEREAS, the City is authorized by its municipal affairs authority and state law to establish such a program.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1. In cases where the Oxnard City Code requires a written competitive bid for the purchase of goods or services, in determining the lowest responsible bidder when responsibility and quality are equal, a credit in a percentage of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "Small Local Business" in this ordinance as follows: 5% of the amount up to \$500,000; 4% of the amount between \$500,001 and \$750,000; 3% of the amount between \$750,001 and \$1,000,000; 2% of the amount between \$1,000,001 and \$1,250,000 and 1% of the amount between \$1,250,001 and \$1,500,000. For example, if the lowest responsible bid is \$1,000,000, the preference would be \$42,500 ($\$500,000 \times .05 + \$250,000 \times .04 + \$250,000 \times .03$). The preference applies to all contracts, including contracts over \$1,500,000, but the amount of the preference is limited as provided herein, so that the maximum preference is \$50,000.

Part 2. "Small Local Business" shall mean a business entity that has for at least thirty six (36) months immediately preceding submittal of its bid held a current business license issued by the City and maintained its principal business office within the City's geographic boundaries, and has average annual gross receipts of twenty million dollars (\$20,000,000) or less over the thirty six (36) months immediately preceding submittal of its bid, and that employs fewer than one hundred (100) employees at least fifty percent (50%) of whom are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid.

Part 3. As an alternative to the employment requirements described in Part 2, and only with respect to trade services or construction contracts to perform which the contractor intends to

Ordinance No. 2852
Page 2

hire employees or to subcontract, a contractor submitting a bid shall satisfy the resident employment requirements for obtaining preference as follows. With the submission of its bid, the contractor shall submit a certification under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the contractor's bid, all of whom have subcontracted with or will subcontract with the contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard. During, or within one year after performance of the contract, the City Manager or designee shall have the right to audit all the contractor's records to confirm the accuracy of the contractor's certification and the contractor shall provide to the City all documents (including subcontractors' records) appropriate to perform such an audit. Should it be determined after such audit by the City Manager that the requirements of this Part 3 have not been met or should the contractor not upon request provide documents sufficient for the audit required by this Part 3 to be performed, the contractor shall be required to pay upon demand to the City the entire amount of any preference granted, which amount may be withheld from any payment otherwise due the contractor. The foregoing is in addition to any other consequences which may be imposed upon the contractor for violation of the provisions of a City ordinance. The City Manager's determination under this Part 3 may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 4. The principal business office shall mean the place where the principal officers or owners generally transact business and the place to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business. Subject to review by the City Manager or designee, the requirements to obtain a Small Local Business preference may be established by submission with the bid of certification under penalty of perjury that the business meets such requirement, including a list showing all employee addresses and affirming that the employees have granted permission for the use of their addresses.

Part 5. The City Manager or his designee shall determine whether a business is a Small Local Business under this ordinance, including whether the principal office of the business is in the city, and whether employees are residents of the City. The City Manager's determination shall be final and not appealable under any provision of the City Code, except for the determination described in Part 3.

Part 6. The City Manager may adopt or instruct the purchasing agent to adopt such regulations, applications and forms as the City Manager determines are appropriate to implement the provisions of this ordinance.

Part 7. The provisions of this ordinance shall not apply when the Small Local Business preference described herein is contrary to or precluded by requirements of State or federal law or contrary to or precluded by requirements of a State or federal funding source or program providing assistance to the City for the particular project.

Part 8. In addition to any other consequence which may be imposed for violation of a City ordinance, the City Manager may prohibit a business entity which he determines has falsely claimed to be a Small Local Business from bidding on City contracts for a period of up to five

Ordinance No. 2852
Page 3

years. The City Manager's determination may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

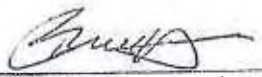
Part 9. Within fifteen days (15) after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City.

Part 10. Ordinance No. 2852 was first read on Dec. 6, 2011, and finally adopted on Dec. 13, 2011, to become effective thirty days thereafter.

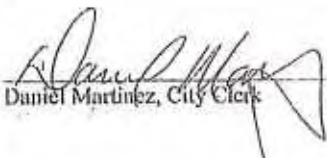
AYES: Councilmembers Holden, MacDonald, Flynn, and Ramirez.

NOES: None.

ABSENT: Mayor Pro Tem Pinkard.


Dr. Thomas E. Holden, Mayor

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Alan Holmberg, City Attorney

Attachment C

Local Business Qualification Affidavit

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

Definition of Local Business

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars (\$20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business."

Additional supporting documentation is required to verify qualification Includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name: MacValley Oil Company

Physical Address: 100 Del Norte Blvd. Oxnard, CA 93030

Phone: 805-485-6900

E-Mail: chris.do@conicoinc.com

Length of time at this location: 31 yrs (incl prior ownership) Number of Company Employees at this address: 25

If less than 36 months, list previous City of Oxnard location:

Business License 20-00111273

Hours of Operation: 24 hours

Primary function of this location (i.e., sales, distribution, production, corporate, etc):

Retail and wholesale of diesel fuel, gasoline, convenient store items, petroleum products and related services.

Signature of Company Official

December 27, 2018

Date

Chris Do, controller

Print Name, Title

Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: July 1, 2019
- (2) Vendor: Conico MacValley, LLC
- (3) Services: Lubricants and Antifreeze Delivery Services for Various City Sites
- (4) Schedule of Services: See Schedule and Scope of Services Exhibit, which is attached hereto and incorporated herein.
- (5) Agreement Ending Date: June 30, 2022
- (6) Total Agreement Amount: \$356,100 (not to exceed \$118,700 per fiscal year)
- (7) City's Project Manager: Bill Birch
- (8) Vendor's Project Manager: Chris Do
- (9) Insurance Coverage: INS-I
- (10) What wages are required for this Project?
- ☒ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not required.
 - ☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
 - ☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
 - ☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.
- (11) Addresses for Notice:
- | | |
|--|--|
| <p><i>FOR VENDOR:</i></p> <p>100 North Del Norte Boulevard
Oxnard, CA 93030
Attn: Chris Do, Controller</p> | <p><i>FOR CITY:</i></p> <p>1060 Pacific Avenue
Oxnard, CA 93030
Attn: Bill Birch, Fleet Services Manager</p> |
|--|--|
- (12) Contact Emails:
- | | |
|---|--|
| <p><i>VENDOR'S PROJECT MANAGER:</i></p> <p>Chris.do@conicoinc.com</p> | <p><i>CITY'S PROJECT MANAGER:</i></p> <p>bill.birch@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:

- | | |
|--|---|
| ☒ Schedule and Scope of Services Exhibit | ☒ Insurance Exhibit (INS-I) |
| ☒ Rates and Costs Exhibit | |
| ☒ Living Wage Policy Exhibit | |

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

CONICO MACVALLEY, LLC

☒ Tim Flynn, Mayor¹ _____ 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 _____

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

SCHEDULE AND SCOPE OF SERVICES EXHIBIT

Vendor shall provide bulk lubricant delivery services for all referenced lubricant types and antifreeze for the City's current and future tanks. The City shall not be penalized for purchasing more or less than the estimated quantities listed. Fluids shall be ordered and delivered, if delivery is not regularly scheduled, on an "as-needed" basis by means of a phone call to Vendor. Maximum response time for such delivery shall be 24 hours (not three 8-hour business days) or the next business day. The City reserves the right to add or delete delivery sites and lubricant types as needed during the course of the Agreement. Please contact City staff regarding City-observed holidays when facilities are closed.:

New Year's Day
 Dr. Martin Luther King Day
 Presidents Day
 Caesar Chavez Day
 Memorial Day
 Independence Day

Labor Day
 Veterans Day
 Thanksgiving Day
 Day After Thanksgiving
 Christmas Day

Deliveries shall be made by owned or Agreement motor carriers. Carriage vehicles shall be fully equipped. It is the responsibility of the Vendor to supply pumps, hoses, or whatever is needed to appropriately pump the lubricants and antifreeze being delivered. Hoses and all coupler fittings shall be tight when in use. Product that leaks from hoses or coupler connections shall be cleaned up and removed by Vendor, including product in spill containers.

Estimated Quantities: The annual volumes indicated below are estimates only. The City shall not be penalized for purchasing more or less than the projected volume listed. The City reserves the right to add or delete delivery sites and products as needed during the course of the Agreement.

1) Environmental Resources, 111 Del Norte Blvd., Oxnard, CA 93030:

Fluid	Estimated Volume Every Three Months	Equipment
1000 THF Hydraulic Fluid	100 gallons	Various
15W40 Engine Oil	100 gallons	Various
Red Eye Grease (brand specific)	¼ drum	Yellow and Green Iron Machinery
Red Antifreeze 100%	10 gallons in 1-gallon containers	Yellow Iron
Green Antifreeze 100%	10 gallons in 1-gallon containers	Forklifts
Chevron 220 Gear Oil (brand specific)	One (1) 5-gallon bucket (estimated annual usage)	MRF (Materials Recovery Facility) Processing Machinery Gear Motors

2) Fleet Services mechanic shops at Corporate Yard (Bays 6, 8, 15, 18) 1060 Pacific Avenue and Environmental Resources Shop (111 Del Norte Blvd.), Oxnard, CA 93030:

Fluid	Type	Unit of Measure	Estimated Annual Volume
76 Firebird AW Hyd 32	Hydraulic fluid	Bulk gallons	1,300 gallons
Mobil EAL 224H Hyd Oil	Hydraulic fluid	55 gal. drum	7 drums or 385

			gallons
76 Super ATF D/M	Transmission fluid	Bulk gallons	30 gallons
Mobil Delvac Synthetic ATF	Transmission fluid (must be Allison approved)	55 gal. drum	5 drums or 275 gals.
Mobil Delvac Synthetic Transmission 50 (110 lb. kegs)	Transmission fluid	110 lb. keg	2 kegs or 220 lbs.
76 Firebird 5W20 SN	Engine oil (gasoline)	Bulk gallons	500 gallons
76 Firebird 5W30 SN GFS	Engine oil (gasoline)	Bulk gallons	250 gallons
76 Firebird HD 15W40 CJ-4/SL	Engine oil (diesel)	Bulk gallons	2,000 gallons
Mobilube HD 85W140 EP-5	Differential oil	120 lb. kegs	1 keg or 120 lbs.
76 Multiplex Red 2 (grease in 35 lb. pails)	Grease	35 lb. pails	1 pail or 35 lbs.
76 Multiplex Red 2 NLGI 2 (grease in 120 lb. kegs)	Grease	120 lb. kegs	1 keg or 120 lbs.
76 Multiplex Red 2 (grease in 400 lb. drums)	Grease	400 lb. drums	3 drums or 1,200 lbs.

3) River Ridge Golf Course, 2501 North Ventura Road, Oxnard, CA 93036:

Fluid	Unit of Measure	Estimated Annual Volume	Container Capacity
Hydraulic Fluid – 1000 THF	Gallons	260 gallons	55 gallon drum*
Oil – 15W40, API, CJ-4	Gallons	260 gallons	120 gallon container*
100% Antifreeze – MSDS 210, Conventional Green Formula	Gallons	60 gallons	55 gallon drum*

*Container to be provided by Vendor.

4) Wastewater Treatment Plant, 6001 Perkins Road, Oxnard, CA 93033:

Fluid	Estimated Annual Volume	Equipment
Oil – Pegasus 805*	3,000 gallons	Engineators
Oil – 410 NC*	110 gallons	EMD Generators
Oil – Delvac 1 ESP*	110 gallons	Vehicles
Oil – Delvac 1300 Super*	165 gallons	Vehicles
Oil – DTE 25*	550 gallons	Various Equipment
Oil – BB*	110 gallons	Angle Drives
Oil – Rarus 427*	55 gallons	Air Compressors
Oil – DTE Extra Heavy*	55 gallons	Gear Reducers
Oil – Gear Oil 634*	10 gallons	Gear Reducers/Hypoid Gears
Oil – DTE Light*	55 gallons	Bearing Boxes

*Mobil brand oils or equal to.

Delivery Locations:

- a) Environmental Resources: **111 Del Norte Blvd., Oxnard, CA 93030**
- b) Fleet Services Corporate Yard and Environmental Resources Shop: **(Bays 6, 8, 15, 18) 1060 Pacific Avenue and Environmental Resources Shop (111 Del Norte Blvd.), Oxnard, CA 93030**
- c) Ridge Golf Course: **2501 North Ventura Road, Oxnard, CA 93036**
- d) Wastewater Treatment Plant: **6001 Perkins Road, Oxnard, CA 93033**

Delivery Requirements:

- a) Vendor shall visit the Fleet Services Corporate Yard every other week to ascertain lubricant needs and schedule lubricant delivery in order to maintain tanks at least half full at all times.
- b) Delivery slips for Corporate Yard deliveries shall specify bay numbers and corresponding fluids delivered.
- c) With City sites other than the Corporate Yard, lubricants and antifreeze shall be ordered and delivered on an "as-needed" basis by means of a phone call or e-mail to the Vendor. Maximum response time for such delivery shall be 24 hours (not three 8-hour business days) or the next business day. Please contact City staff regarding City-observed holidays when facilities are closed.
- d) Fluids shall be delivered in bulk (no drums) unless otherwise stated.
- e) Vendor shall top off tanks when delivering fluids, regardless of quantity ordered.
- f) All fluids require branded products or equal to.
- g) Red Eye grease and Chevron 220 gear oil (or equal to) shall be delivered to Environmental Services.
- h) Synthetic transmission fluid for Fleet Services shops shall be Allison-approved.
- i) Mobil brand oils (or equal to) shall be delivered to the Wastewater Treatment Plant.

Billing:

- a) Payment shall be made for quantities actually delivered and accepted, whether greater or less than ordered.
- b) Vendor shall leave signed delivery slips with City staff or, in the absence of City staff, at an agreed-upon location.
- c) Invoices shall detail the date, time, location of delivery, type of fluid, number of lbs./gallons/drums delivered, unit price and all taxes, fees and surcharges. For Corporate Yard deliveries, please add bay number(s) and corresponding fluid type(s) delivered.

Environmental Resources billing contact:

- a) Invoices for lubricants delivered to Environmental Resources shall be sent electronically. The invoice shall be an attachment to e-mail in a format recognizable by the City's computer system, e.g., PDF. In order for timely invoice payment, invoice shall be received by Environmental Resources no later than five (5) business days after delivery.
- b) Billing address and contact: James Torrez, phone (805) 200-2215, email james.torrez@oxnard.org City of Oxnard, Environmental Resources Division, 111 Del Norte Boulevard, Oxnard, CA 93030.

Fleet Services Shops' billing contact:

- a) Invoices for lubricants delivered to Fleet Services shops (Corporate Yard and Environmental Resources Shop locations) shall be sent electronically. The invoice shall be an attachment to e-mail in a format recognizable by the City's computer system, e.g., PDF. In order for timely invoice payment, invoice shall be received by the Fleet Services Division no later than five (5) business days after delivery.
- b) Billing address and contact: Bill Birch, phone (805) 385-8080, email bill.birch@oxnard.org City of Oxnard, Fleet Services Division, 1060 Pacific Avenue, Bldg. 2, Oxnard, CA 93030.

River Ridge Golf Course billing contact:

- a) Invoices for lubricants delivered to the River Ridge Golf Course shall be sent to Parks and Facilities Manager.
- b) Billing address and contact: Art Gutierrez, phone (805) 385-7951, email art.gutierrez@oxnard.org, River Ridge Golf Course, 2401 West Vineyard Road, Oxnard, CA 93036.

Wastewater Treatment Plant billing contact:

- a) Invoices for lubricants delivered to the Wastewater Treatment Plant shall be sent to Wastewater Maintenance Supervisor.
Billing address and contact: Jeff Palacio, phone (805) 271-2208, email jeff.palacio@oxnard.org, City of Oxnard, Wastewater Section, 6001 Perkins Road, Oxnard, CA 93033.

RATES AND COSTS EXHIBIT**Environmental Resources**

Item	Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
1000 THF Hydraulic Fluid	TOTAL Dynatrans MP	100 gallons	\$747.00
15W40 Engine Oil	TOTAL Rubia Optima 1100 15w40	100 gallons	\$798.00
Red Eye Grease (brand specific)	LSC Red-I Grease #2	¼ drum	\$336.60
Red Antifreeze 100%	TOTAL Coolef HDLL	10 gallons in 1-gallon containers	\$733.20
Green Antifreeze 100%	TOTAL Coolelf GLS	10 gallons in 1-gallon containers	\$524.88
Chevron 220 Gear Oil (brand specific)	Chevron Meropa 220	One (1) 5-gallon bucket (estimated annual usage)	\$93.10

Fleet Services mechanic shops at (Corporate Yard and Environmental Resources)

Item	Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
76 Firebird AW Hyd 32	TOTAL Azolla Zs 32	Bulk gallons	\$7,464.75
Mobil EAL 224H Hyd Oil	TOTAL Biohydran AW 32	55 gal. drum	\$2,918.30
76 Super ATF D/M	TOTAL Fluid H 3 NA	Bulk gallons	\$7.48
Mobil Delvac Synthetic ATF	Mobil Delvac Syn AFT 1	55 gal. drum	\$10,112.85
Mobil Delvac Synthetic Transmission 50 (110 lb. kegs)	TOTAL Transmission Syn SAE 50	110 lb. keg	\$1,581.25
76 Firebird 5W20 SN	TOTAL Quartz 7000 Future XT 5w20	Bulk gallons	\$1,896.68
76 Firebird 5W30 SN GFS	TOTAL Quartz 7000 Future XT 5w30	Bulk gallons	\$517.28
76 Firebird HD 15W40 CJ-4/SL	TOTAL Rubia Optima 1100 15w40	Bulk gallons	\$16,949.52
Mobilube HD 85W140 EP-5	TOTAL Transmission MDL NA 84w140	120 lb. kegs	\$1,254.00
76 Multiplex Red 2 (grease in 35 lb. pails)	TOTAL Multis Complex ET 2	35 lb. pails	\$194.60
76 Multiplex Red 2 NLGI 2 (grease in 120 lb. kegs)	TOTAL Multis Complex ET 2	120 lb. kegs	\$1,228.80
76 Multiplex Red 2 (grease in 400 lb. drums)	TOTAL Multis Complex ET 2	400 lb. drums	\$1,542.00

River Ridge Golf Course

Item	Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
Hydraulic Fluid – 1000 THF	TOTAL Dynatrans MP	Gallon	\$616.28
Oil – 15W40, API, CJ- 4	TOTAL Rubia Optima 1100 15w40	Gallon	\$7.98
100% Antifreeze – MSDS 210, Conventional Green Formula	TOTAL Coolelf GLS	Gallon	\$264.28

***Container to be provided by Vendor.**

Wastewater Treatment Plant

Item	Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
Oil – Pegasus 805*	TOTAL Nateria MH 40	Gallon	\$37,876.05
Oil – 410 NC*	TOTAL Rubia G9 SAE 40	Gallon	\$2,571.80
Oil – Delvac 1 ESP*	TOTAL Rubia Optima 1500 5w40	Gallon	\$208.80
Oil – Delvac 1300 Super*	TOTAL Rubia Optima 1100 15w40	Gallon	\$11.97
Oil – DTE 25*	TOTAL Azolla ZS 46	Gallon	\$1,035.65
Oil – BB*	TOTAL Cirkan RO 220	Gallon	\$11.41
Oil – Rarus 427*	TOTAL Dacnis 100	Gallon	\$11.34
Oil – DTE Extra Heavy*	TOTAL Cirkan RO 150	Gallon	\$11.26
Oil – Gear Oil 634*	TOTAL Carter EP 460	Gallon	\$70.25
Oil – DTE Light*	TOTAL Cirkan RO 32	Gallon	\$11.07

***Mobil brand oils or equal to.**

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

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

- A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.67 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2018**

42. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$15.67 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2019, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

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

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

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

**INSURANCE EXHIBIT
INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)**

1. Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

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

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

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

2. Vendor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-I. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-I.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER **A**

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER **B****COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD**Attn: Insurance Compliance****Reference No. _____****P.O. Box 100085 – OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007**

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:	
TYPE OF INSURANCE		CITY AGREEMENTS/PERMITS	
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS	
COVERAGES	LIABILITY LIMITS IN THOUSANDS \$		Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: (_____) _____
	EACH OCCURRENCE	AGGREGATE	
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (_____) _____ Date Signed _____	

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CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. M.1.

DATE: May 21, 2019

TO: City Council

FROM: Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org

SUBJECT: 2019-2024 Oxnard Convention & Visitors Bureau Annual Report and Five-Year Agreement. (15/10/5)

RECOMMENDATION

That City Council:

1. Receive the annual report from the Oxnard Convention and Visitors Bureau; and
2. Approve a new five-year contract between the City of Oxnard and the Oxnard Convention and Visitors Bureau for marketing activities.

(Housing and Economic Development Committee to review May 14, 2019)

BACKGROUND

The Oxnard Convention and Visitors Bureau (“OCVB”) was initially formed in May 1974 as a nonprofit corporation for the purpose of generating economic benefits to the City of Oxnard (“City”) by promoting the area and attracting more visitors. The vision of the OCVB is to lead Oxnard’s travel and tourism industry in promoting and marketing Oxnard as a premier leisure and business travel destination, seeking to bring significant economic and social benefits to our community. As such, OCVB’s mission statement is to establish the Oxnard area as a recognized destination for tourism and business travel.

To promote Oxnard in primary markets and the local community, OCVB produces print, online, and social media materials, working collaboratively with neighboring Convention and Visitors Bureaus and the Ventura County Coast to promote tourism across our region. Of importance is staying up to date on current travel trends and markets, so that the proper marketing and outreach is undertaken to maximize OCVB’s efforts. Going forward, OCVB’s stated goals include continuing to provide connectivity between visitor sectors. Doing this will require City support in implementing their long-term strategic plan.

One of the Oxnard Convention & Visitors Bureau (OCVB)’s key performance indicators, and the foremost method for tracking success, is through hotel statistics. Year over year, the OCVB continues to grow in all areas of measurement including outperforming neighboring cities. Year end numbers for 2018 are as follows: average Daily Rate is at \$152.40, which is an increase of 5.4% over last year and a 28% increase since 2014. Average Occupancy Rate is at 79.7% which is an increase of 2.8% over last year and a 10% increase since 2014. This means that the Transient Occupancy Tax (TOT) that is collected by the City of Oxnard (the City) continues to grow year over year. In the OCVB’s last fiscal year 17/18, TOT collected by the City topped \$5.6 million.

The OCVB generated 46 stories from press releases, generating \$130,770 in approximate advertising equivalency, and placed 37 print advertisements in meetings and leisure publications. During the current fiscal year, the OCVB was featured in media including newspapers, radio, TV, and websites. The OCVB produced the 2019 Oxnard Visitors Magazine, which is placed in 444 locations across California, Texas and Montana as well as over 100 business locations in Oxnard and most hotel rooms in the city. OCVB also produces the “Best of Oxnard” brochure which is placed in 732 locations throughout California. This fiscal year, the OCVB attended 14 group and leisure trade shows, making

connections with thousands of potential visitors and meeting planners.

On the OCVB's website, *VisitOxnard.com*, has had 287,181 website sessions (7/1/18-3/1/19) and 453 Oxnard events have been promoted. The OCVB has a strong social media presence, with more than 48,000 combined followers on the following social channels: Facebook, Instagram, Twitter, LinkedIn & YouTube. The OCVB communicates their messaging to over 14k digital subscribers monthly through e-news campaigns.

Oxnard Tourism Marketing District ("OTMD")

On March 5, 2019, City Council approved OCVB to form the Oxnard Tourism Marketing District ("OTMD"). The OTMD 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. The lodging business categories to be excluded are lodging businesses with fifty-four (54) rooms or less and RV parks. Pursuant to §36624 of the Property and Business Improvement District Law of 1994 (94 Law), the City Council may, "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."

Lodging business owners decided to pursue formation of the OTMD in order to create a dedicated revenue source devoted to marketing Oxnard as a tourist, meeting, and event destination. The annual assessment rate is one and one-half of one percent (1.5%) of gross short-term room rental revenue in addition to the existing Transient Occupancy Tax (TOT), and other guest charges and fees. The OTMD is expected to generate approximately \$730,000 on an annual basis for promotion of travel and tourism specific to Oxnard. 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 from funds collected for the OTMD.

The OTMD will have a five (5) year term, beginning April 1, 2019 through March 31, 2024. The assessment was implemented beginning April 1, 2019. 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, which will have the responsibility of managing OTMD programs as provided in this Management District Plan.

OCVB Agreement

The fiscal year (FY)18-19 OCVB agreement was for a one year term for \$641,124, which was a \$73,236 reduction (10%) from their funding in FY17-18 (\$712,360). The proposed agreement is for 5 years, consistent with the OTMD benefit assessment district. The proposed agreement will be for a not to exceed amount of \$340,624 in year one, \$350,000 in year two, \$300,000 in year three, \$265,000 in year four, and \$270,000 in year five. In addition, consistent with the FY 18-19 Agreement, the OCVB will repay the City, on a dollar-for-dollar basis the money OCVB receives from the April 2019 - June 2019 OTMD. The re-payments to the City will be received between January 2020 and June 2020 (section 14 of the proposed agreement).

With the addition of three new hotel properties coming on-line in the next two years, which will bring a 34% increase in available hotel rooms, there is an opportunity to market the City as a premier destination. This may not be possible for OCVB to do without a strong and secure budget. Given all the demands on City funds, OCVB has found that the formation of the OTMD as a viable option to achieve the goals of the organization, while at the same time reducing the City's financial assistance towards this common goal. However, the OTMD funding is limited to marketing the specific lodging business paying into the OTMD. Therefore, it is vital that the City provide direct funding to OCVB to ensure the Oxnard as a whole is promoted as a premier leisure and business travel destination. This promotion will lead to the continued growth and success of hotel performance, thus generating more TOT funds and additional tax revenue streams for the City of Oxnard.

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.

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.

FINANCIAL IMPACT

Starting July 1, 2019, \$340,624 in year one, \$350,000 in year two, \$300,000 in year three, \$265,000 in year four, and \$270,000 in year five from the General Fund paid in successive semi-annual payments will be provided to OCVB. In year one that is two payments of \$170,312 each. The FY 19-20 contract represents a \$300,500 (47%) reduction from the previous agreement compensation of \$641,124. This new contract will expire on June 30, 2024.

COMMITTEE OUTCOME

The Housing and Economic Development Committee will be reviewing this report at their May 14, 2019 meeting. The publication for the May 21st Council Meeting was May 9th so the Committee recommendation and comments are not included in this report.

Prepared by: Ashley Golden, Assistant City Manager, Sarah Rowley, Administrative Assistant, Julie Mino, OCVB President/CEO

ATTACHMENTS

1. OCVB Agreement
2. Presentation1. May 21 OCVB Annual Report
3. Presentation2. May 21 OCVB Agreement Update

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (“**Agreement**”) is made and entered into in the County of Ventura, State of California, this ____ day of May, 2019, by and between the City of Oxnard, a municipal corporation (“**City**”), and Oxnard Convention & Visitors Bureau, a California nonprofit corporation (“**OCVB**” or “**Consultant**”). City and Consultant are sometimes individually referred to as “**Party**” and collectively as “**Parties.**”

WHEREAS, City desires to hire Consultant to market the Oxnard area to attract more visitors and tourists, as more fully described in Exhibit A; and

WHEREAS, Consultant represents that Consultant and/or Consultant’s personnel have the qualifications and experience to properly perform such services;

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

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated by this reference in full herein (the “**Services**”).

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant’s own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.

5. Coordination of Services

The Services shall be coordinated with the Assistant City Manager, subject to the direction of the City Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Assistant City Manager and/or the City Manager of such delays.

9. Principal in Charge

Consultant hereby designates the OCVB President & CEO as its principal-in-charge and person responsible for necessary coordination with the Assistant City Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. The City agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement is intended to be a long term Agreement between the City and Consultant to ensure long term commitment of both parties and allow long range planning and programs. This Agreement shall be for a five year period commencing July 1, 2019. This Agreement may be terminated by either party, with cause by either party the Agreement shall terminate within thirty

(30) days of written notice or Ninety (90) days without cause. If the Agreement is not terminated pursuant to this section, the Agreement is further subject to the City Council appropriating sufficient funds each year this Agreement is in effect to fulfill the funding set out in Section 14. If funds are not so appropriated, this Agreement shall automatically terminate on the date any funds that are so appropriated are exhausted.

13. Payments by OCVB to City

The prior agreement between OCVB and the City provided that, if during the term of that agreement, OCVB received funding from a tourism based improvement/management district or another funding source (the “TBID”), then the City’s payments to OCVB would be reduced on a dollar-for-dollar basis based upon the funding that the OCVB received from the TBID. If OCVB receives any funds from the TBID that was generated based upon hotel or motel stays that occurred in April, May and/or June 2019, then OCVB agrees to pay this amount to the City in three equal installment payments (without interest occurring) on or before January 15, 2020, on or before April 15, 2020 and on or before June 15, 2020. The City is authorizing the delay in the payment of this amount as OCVB transitions to receiving primary funding for its operations from the tourism based improvement/management district.

14. Compensation

a. For services rendered, OCVB shall be paid by the City a total of \$340,624 in year one (fiscal year 2019-2020), \$350,000 in year two, \$300,000 in year three, \$265,000 in year four, and \$270,000 in year five. Said payment shall be in semi-annual payments in July and January of each fiscal year.

b. OCVB will provide an updated budget for each fiscal year showing its full program and financial requirements. OCVB shall also provide a thorough analysis of all programs completed and those underway, including a report showing the economic impact and other performance measures of OCVB’s operations and programs (i.e.: occupancy rates, number of tourists, marketing activities, etc.) and a comparison to prior periods.

c. The Annual Marketing Plan must be presented to the City Council, on or before October 1 of each year. Budget requests and increases to OCVB’s budget must be demonstrated by OCVB’s ability to increase the City’s Transient Occupational Tax (“TOT”), through its Marketing Plan. OCVB shall be prepared to present to City Council performance measures and marketing activities in its request for additional funding increases.

d. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

15. Method of Payment

City agrees to pay Consultant semi-annually upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to the City. The invoice shall identify the Services by project as specified by the City.

Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide the City with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

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

17. (Reserved)

18. Records

Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("**documents and materials**") shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to the City.

At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to the City within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

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 Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant 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.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Assistant City Manager.

21. Indemnity

To the fullest extent permitted by law, 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, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. 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.

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.

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.

22. Insurance

Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in **Exhibit INS-B**, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-B**. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in **Exhibit INS-B**.

Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

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

Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

Consultant acknowledges that Consultant and Consultant's 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, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

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

25. (Reserved)

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of the City, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

Consultant shall provide City staff with access to and, upon request by the City, provide copies to the City of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

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

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. 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.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

Any notices to Consultant may be delivered personally or by mail addressed to Oxnard Convention & Visitors Bureau, 2775 N. Ventura Road, Suite 204, Ventura, California 93036, Attention: OCVB President & CEO.

Any notices to City may be delivered personally or by mail addressed to City of Oxnard, 300 West Third Street, Oxnard, California 93030, Attention: Assistant City Manager with a copy to City of Oxnard, City Attorney's Office, 305 W. 3rd Street, Oxnard, California 93030.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire Agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

[Signatures on next page]

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

CITY OF OXNARD

OXNARD CONVENTION & VISITORS BUREAU, a
California nonprofit corporation

☒ Tim Flynn, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager

Julie Mino, President and CEO² _____ Date

ATTEST:

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

APPROVED AS TO FORM:

 _____ 5/6/19
Stephen M. Fischer, City Attorney (always required) _____ Date

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

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

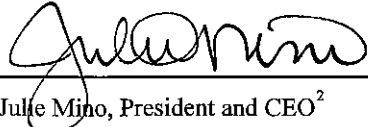
If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

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

CITY OF OXNARD

OXNARD CONVENTION & VISITORS BUREAU, a
California nonprofit corporation

☐ Tim Flynn, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager

 5/2/19
Julie Mino, President and CEO² _____ Date

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

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

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

EXHIBIT A

SCOPE OF SERVICES

During the term of this Agreement, Oxnard Convention & Visitors Bureau (“OCVB”) agrees to provide the following services to the City of Oxnard (“City”):

1. Serve as the City’s official tourism agency that provides leadership in the marketing of the City and the generation of tourism sales.
2. Develop a comprehensive marketing program to advertise, promote and publicize the City to achieve, as City's priority, the goal of booking group meetings, trade shows, conferences, and other events at area hotels and other available meeting space in a manner that results in a positive economic impact for the City.
3. Develop a marketing program directed to tourism decision-makers and individual travelers to promote additional business and leisure travel to the City. OCVB may associate with other agencies, such as, but not limited to, Visit California, Ventura County Coast, Oxnard Downtown Improvement District, Oxnard Chamber of Commerce, City of Oxnard, Oxnard hotels, and local attractions, each as OCVB may reasonably determine to further extend its marketing efforts.
4. Develop said marketing program to include, but not be limited to researching tours, events and tournaments coming to the area, coordinating and distributing mailings, coordinating the development and maintenance of OCVB website and collateral materials, continuing maintenance of and management of social media platforms, and other marketing activities.
5. Participate in activities related to the branding of the City for the purpose of local, national, and international identity, and coordinate such activities with the City as identified by the City Manager’s Office or designated representative(s).
6. Develop and implement an OCVB Board of Directors with members that represent a cross-section of the various organizations supporting economic development, communications, and marketing. The primary function of OCVB Board of Directors is to develop and provide input and suggestions that support and cross-promote the City as a destination. The members of OCVB Board of Directors shall be determined at the discretion of the OCVB, in consultation with the City, and shall be managed by OCVB.
7. Present OCVB’s annual budget, future budget requests, and Annual Marketing Plan to the City Council, on or before October 1, each year. Budget requests and increases to OCVB’s budget must be demonstrated by OCVB’s ability to increase the City’s

Transient Occupational Tax (“TOT”), through its Marketing Plan. OCVB should be prepared to present to City Council performance measures and marketing activities in presentation.

EXHIBIT INS-B

INSURANCE REQUIREMENTS

Exhibit INS-B

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITHOUT ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No.
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled 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. Consultant 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 Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available. CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages (**this must be endorsed**). 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 Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER **A**

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER **B****COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS	
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL, 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Rev. 4/19

INS-B.doc

SUBMIT IN DUPLICATE								
GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">ENDORSEMENT NO.</td> <td style="width: 50%; padding: 5px;">ISSUE DATE (MM/DD/YY)</td> </tr> </table>	ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)					
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 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which) </td> <td style="width: 50%;"></td> </tr> </table> 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:	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)						
☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)								
TYPE OF INSURANCE	CITY AGREEMENTS/PERMITS							
<table style="width: 100%;"> <tr> <td style="width: 30%;"> GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE </td> <td style="width: 70%;"> ☐ Claims Made Retroactive Date ☐ Occurrence </td> </tr> </table>	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE	☐ Claims Made Retroactive Date ☐ Occurrence	OTHER PROVISIONS					
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE	☐ Claims Made Retroactive Date ☐ Occurrence							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th rowspan="3" style="width: 30%; padding: 5px; text-align: left; vertical-align: top;">COVERAGES</th> <th colspan="2" style="padding: 5px;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="width: 35%; padding: 5px;">EACH OCCURRENCE</th> <th style="width: 35%; padding: 5px;">AGGREGATE</th> </tr> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </table> ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐	COVERAGES	LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE			Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: Address: Telephone: () - -
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$						
		EACH OCCURRENCE	AGGREGATE					
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or								

b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☞ Broker/Agent

☞ Underwriter ☞

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

Signature

(original signature required)

Telephone: ()
Date Signed

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

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

OTHER PROVISIONS

☐ COMMERCIAL AUTO POLICY

☐ BUSINESS AUTO POLICY

☐ OTHER

LIMIT OF LIABILITY

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name:

Address:

Telephone: ()

\$ per accident, for bodily injury and property damage.

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

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P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

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☒ 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



OXNARD

CONVENTION & VISITORS BUREAU
CALIFORNIA

Annual Report

May 21, 2019

WHAT WE DO



OCVB Mission Statement

To establish the Oxnard area as a recognized destination for tourism and business travel.

Vision

The vision of the Oxnard Convention & Visitors Bureau is to lead Oxnard's travel and tourism industry in promoting and marketing Oxnard as a premier leisure and business travel destination that brings significant economic and social benefits to our community.

OCVB BOARD OF DIRECTORS

Joe Cabral, Best Western Oxnard Inn, Chair
Christian Hellot, Embassy Suites Mandalay Beach, Vice Chair
Otto Kanny, River Ridge Golf Club, Secretary
Nancy Lindholm, Oxnard Chamber of Commerce, Treasurer
Ashley Golden, City of Oxnard
Peter Crabbe, Channel Islands Maritime Museum
Dolores Licon, Homewood Suites
Bryan MacDonald, Council Member, City of Oxnard
Marilyn Miller, Ventura County Harbor Department
Michael Pynn, The Collection at RiverPark
Kim Recharte, Gold Coast Insurance Agency, Inc.
Chelsea Reynolds, The Oxnard Performing Arts & Conference Center
Jorge Rubio, Department of Airports
Patty Tewes, Courtyard by Marriott
Robert Wagner, Magnavino Cellars
Steve Buenger, Marine Emporium Landing, Board Advisor

STAFF



Julie Mino
President & CEO



Alyce Bosacki
VP, Sales & Community Development



Brittney Hendricks
Director of Marketing & Communications



Michelle Flippo
Office Manager

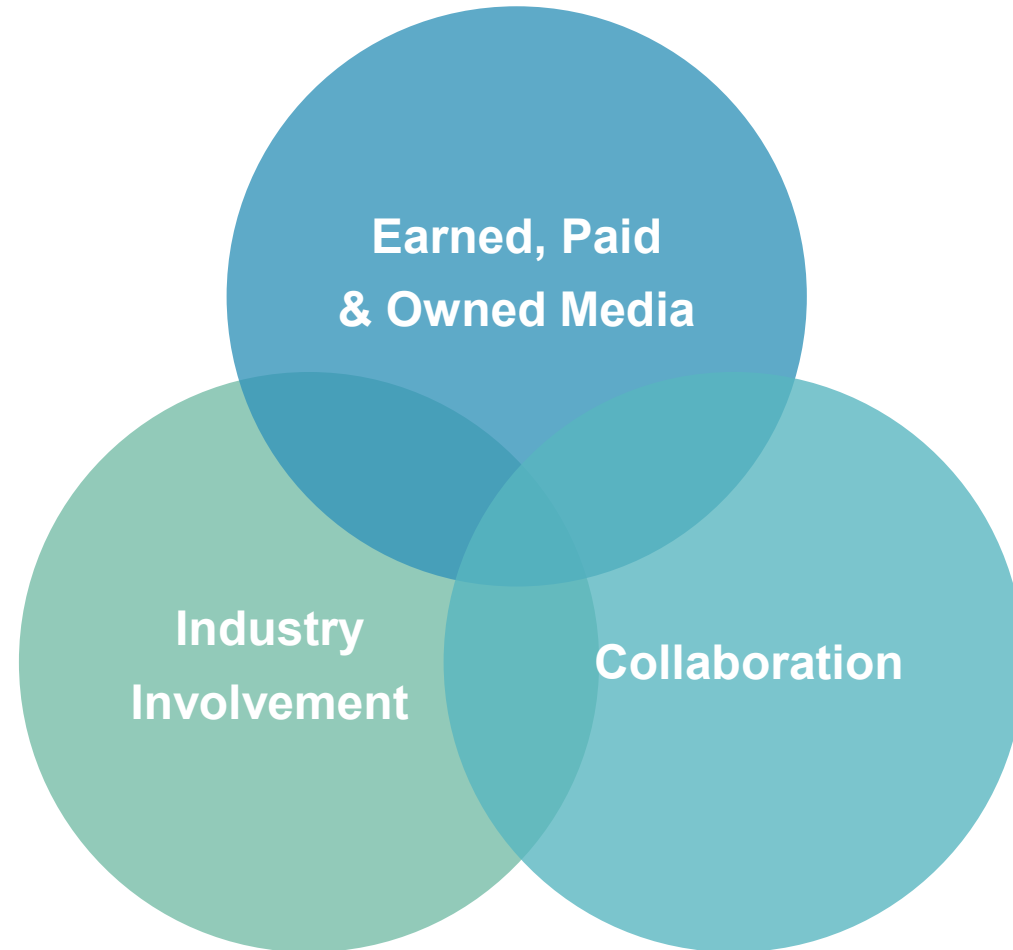


Whitney Orvis
Marketing Associate

HOW WE DO IT

Multi-Channel Approach

- Earned Media (Story Pitching, Industry Submissions); Paid Media (Digital, Print, Outdoor); Owned Media (Blogs, Social).
- Collaboration with neighboring CVBs/DMOs and Ventura County Coast, promoting tourism across our region.
- Trade Shows (Meetings/Leisure) & Events (Media/Industry); Tourism Board/Committee Involvement – allowing us to keep current with travel trends.



PR & PRINT

Stats from July 1, 2018 – April 20, 2019



Generated **50 stories** from Press Releases, generating **\$165,910** in approximate advertising equivalency. Featured in newspapers, radio, TV and online sites

Featured in over **37** advertising publications in the group and leisure markets

SOCIAL MEDIA & WEB

Stats from July 1, 2018 – April 20, 2019

VisitOxnard.com has had 287,181 sessions with 1,001,457 total page views.

We have a combined total of 47,924 followers on our social media sites.



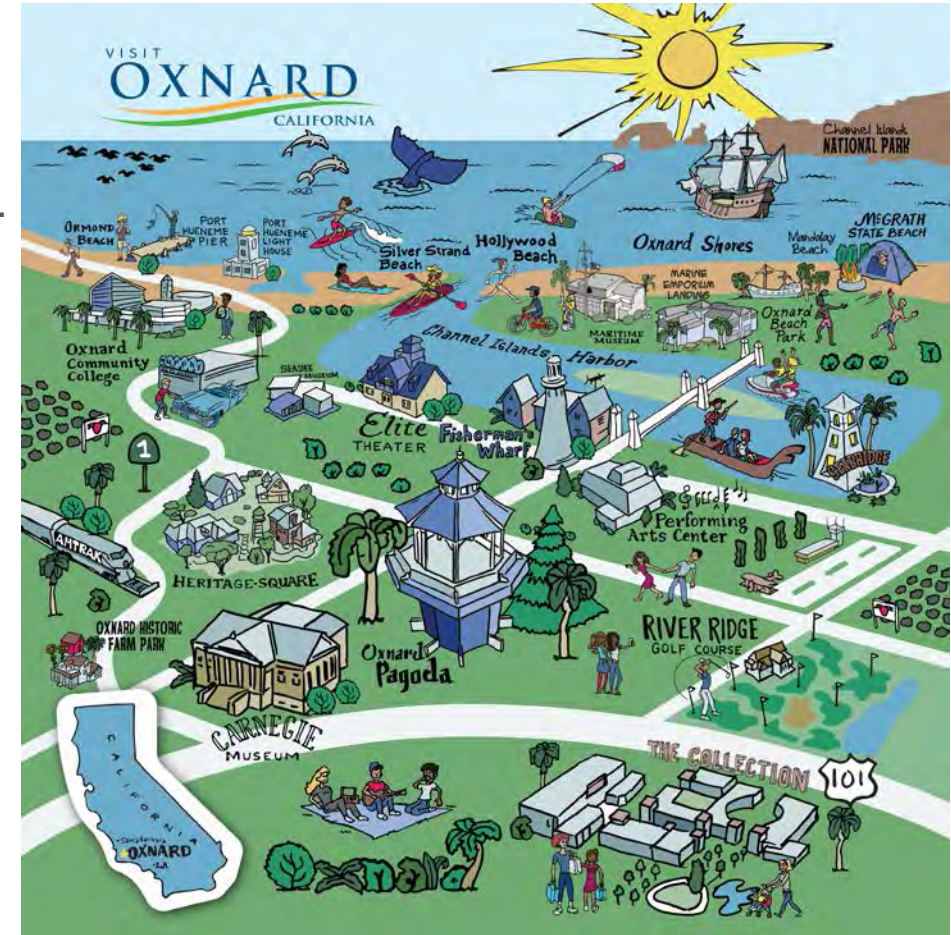
Our monthly e-newsletter is sent to 13,945 subscribers (increase of 8,595 since our last annual report).



ADDITIONAL MARKETING STREAMS

Stats from July 1, 2018 – April 20, 2019

- Trade Shows: Attended 10 group tradeshow & 4 leisure tradeshow, meeting thousands of potential meeting planners & visitors.
- Media Visits: Hosted 8 Press/Media visits and 5 Travel Influencers.
- Event Promotion: Promoted 453 events on our website for our partners, including *12 Days of Giveaways*, *Oxnard Restaurant Week*, and *Dallas Cowboys Training Camp*.
- Blogs/Newsletter: Authored 26 themed blog posts aligning with seasons, attractions, festivals and things to do in Oxnard.
- 2019 Oxnard Visitors Magazine: Strategically placed magazines in 444 locations across California, Arizona and Montana as well as 100 businesses in Oxnard and most hotel rooms in the City.
- Best of Oxnard brochures: Strategically placed brochures in 732 locations across California.

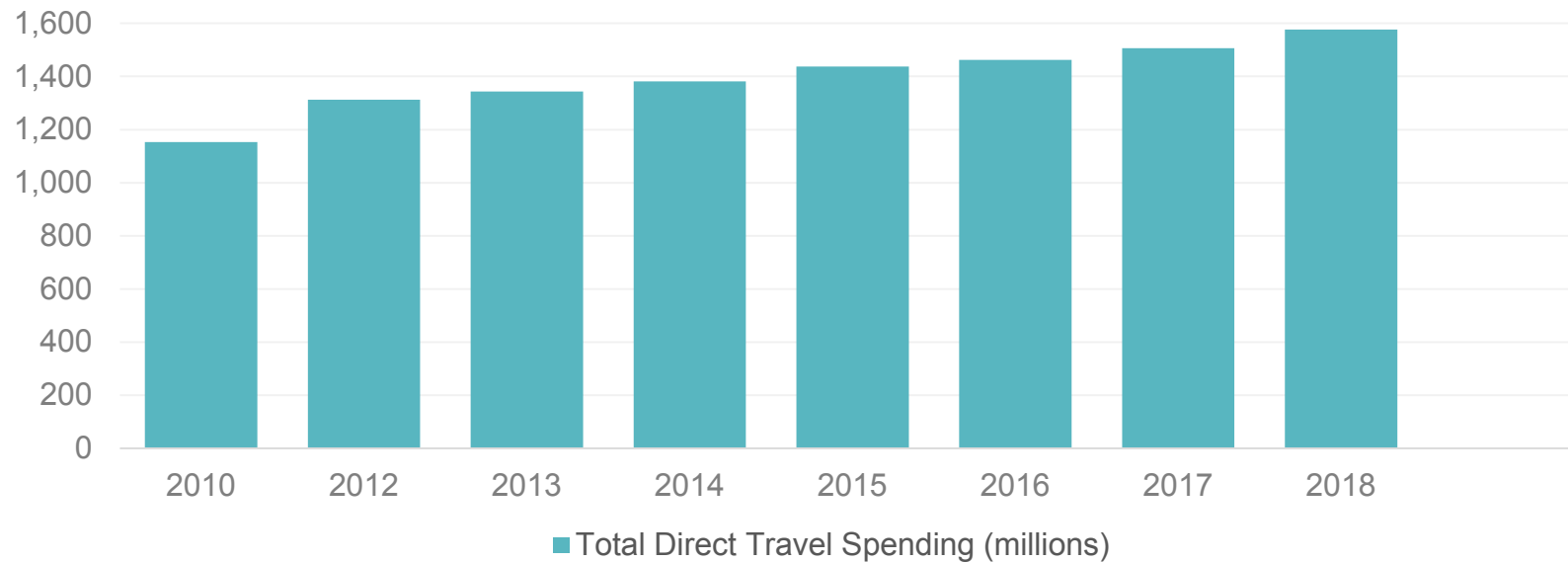


ECONOMIC IMPACT FROM TOURISM

It's in the Numbers

- In 2018 total direct travel spending was \$1.6 billion in Ventura County
- Travel industry supported over 17,360 jobs in Ventura County
- Travel spending in 2018 generated \$150.1 million in state & local tax revenue in Ventura County

Ventura County Travel Impacts



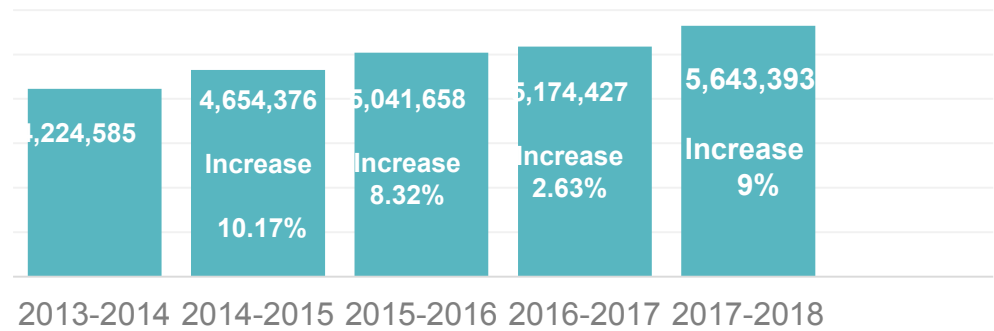
OXNARD STR Report for 2018

- YTD occupancy: 78.7%, up 2.8% over last year
- YTD ADR: \$152.40, the highest in Ventura County & up 5.8% over last year
- YTD RevPAR: \$119.10, the highest in Ventura County & up 9.4% over last year

TOT & OCVB FUNDING

Oxnard Transient Occupancy Tax Totals

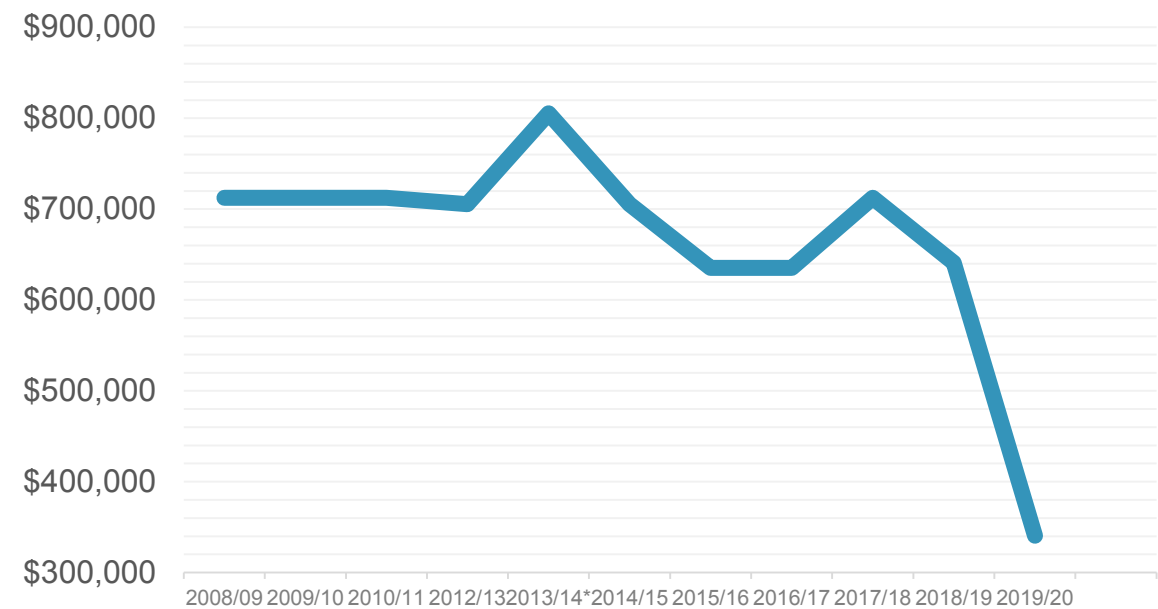
Oxnard Year End TOT Growth



2019/20 Request: \$340,624

**a 48% decrease with OTMD funding established
5-year term to align with OTMD assessment*

City Funding to OCVB / 2008 - Present



GOALS



Continue to Provide Connectivity Between Visitor Sectors

- Downtown Oxnard and Heritage Square
- The Collection – North Oxnard – River Ridge
- Channel Islands Harbor and Beaches

Gain City Support / Implement Long-Term Strategic Plan

- Secure stable and predictable funding that supports a long-term strategic plan;
- Maintain and develop the needed resources to achieve organizational goals;
- Ensure Oxnard remains a viable destination of interest in the highly competitive tourism market; and
- Evaluate, measure and report success!

On Behalf of the Oxnard Convention & Visitors Bureau

THANK YOU, OXNARD CITY COUNCIL MEMBERS!

Oxnard Convention & Visitors Bureau Five-Year Agreement 2019-2024

City Council

By: Ashley Golden, Assistant City Manager

May 21, 2019

Background

Oxnard Convention & Visitors Bureau ("OCVB")

- Leads Oxnard's travel and tourism industry by promoting and marketing Oxnard as a premier travel destination
- 2018 year-end:
 - Average Daily Rate: \$152.40;
 - increase of 5.4% over last year
 - Average Occupancy Rate: 78.7%;
 - increase of 2.8% over last year
- This equates to an increase in Transient Occupancy Tax ("TOT")

Oxnard Tourism Marketing District

Oxnard Tourism Marketing District (“OTMD”) Formation

- Council approved the OTMD formation on March 5, 2019
- The OTMD creates a revenue source to help fund marketing and sales promotion efforts for Oxnard lodging businesses
 - Only the lodging businesses who pay the assessment may benefit from the marketing efforts
 - It is vital the City provide direct funding to OCBD to ensure Oxnard as a whole is promoted as a premier travel destination
- The OTMD has a five year term ending March 31, 2024

Five-Year Agreement (2019-2024)

O C V B Agreement

- The proposed agreement is for five years, consistent with the OTMD
 - The FY 2018-19 agreement was for one year for \$641,124
- Proposed agreement shall not exceed amount of:
 - \$340,624 in year one,
 - \$350,000 in year two,
 - \$300,000 in year three,
 - \$265,000 in year four, and
 - \$270,000 in year five

Five-Year Agreement (2019-2024)

O CVB Agreement Terms:

- O CVB will repay the City, on a dollar-for-dollar basis, the money they receive from April 2019 - June 2019 OTMD
 - The re-payments to the City will be received between January 2020 and June 2020
- Due to the limited OTMD funding, it is vital the City provide direct funding to O CVD to ensure Oxnard as a whole is promoted as a premier travel destination

Staff's Recommendation

- Staff recommends that the Housing and Economic Development Committee recommend City Council approval of the new five-year agreement between the City and OCVB for marketing activities.



QUESTIONS?

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CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. M.2.

DATE: May 21, 2019
TO: City Council
FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org
SUBJECT: Renewal of the Oxnard Downtown Management District. (10/5/5)

RECOMMENDATION

That the City Council adopt a Resolution of Intention to renew the Oxnard Downtown Management District ("ODMD"), in the amount of \$502,357 in fiscal year 2019-20, and to hold a public hearing on July 16, 2019.

BACKGROUND

In May 2001, the City Council of the City of Oxnard ("City Council") established the ODMD, a property-based business improvement district ("PBID") for a five-year period, the maximum term for a PBID establishment per State Law at that time. The PBID was renewed and expanded in 2006 for another 5-year term; renewed again in 2011 for a 3-year term, and renewed again in 2014 for another 5-year term. The PBID expires this year. Unless renewed, the PBID will cease to exist and to levy any further assessments. The steps to renew a PBID are similar to the initial establishment in 2001:

1. Petition phase to gather support from owners who represent more than 50% of the proposed total assessment to be levied;
2. City Council adopts a Resolution of Intention to renew the PBID;
3. Conduct a Proposition 218 ballot procedure of all property owners within the PBID;
4. Conduct a public hearing; and
5. Providing there is not a majority opposition to renewal, the City Council adopts a Resolution renewing the PBID.

Since last fall, a PBID Renewal Committee (the "Committee") consisting of Downtown property and business owners have been meeting to formulate the details of the PBID renewal. The Committee has determined that the PBID renewal will be a five-year period and that a 2019 annual budget of approximately \$502,357 be established to be used to continue to provide enhanced maintenance and security, business development, beautification, and related management services.

The PBID is bounded by Second Street on the north, the railroad tracks on the east, Eighth Street on the south, and C Street and D Street on the west. (Please refer to the map in Attachment E.)

ANALYSIS/DISCUSSION

PBID Proposal

Under the PBID renewal proposal \$502,357 in funding would be generated from the assessment. Sample programs for the total assessment are proposed to be allocated, during the first renewal year, as follows:

Maintenance - \$206,688

Daily pickup of litter from all sidewalks, gutters, alleys, and public parking lots; daily inspection and emptying of sidewalk trash bins; daily mechanical sweeping of gutters; monthly mechanical sweeping of all sidewalks, alleys, and public parking lots; regular mechanical scrubbing and steam washing of all sidewalk areas; and related management costs.

Public Safety - \$123,624

Additional Downtown safety personnel to patrol on foot or on bicycle; act as community ambassadors to assist visitors with directions and information; report graffiti, non-operational street lights, deter loitering, and other security activities; and related management costs.

Image Enhancement - \$49,439

Conduct or support a series of festive Downtown events and activities; sales and business promotions; advertising of Downtown Oxnard's diverse array of goods and services; marketing of business and property investment opportunities in Downtown; marketing of available space for lease or sale; and related management costs.

Streetscape Beautification - \$54,237

Expansion of desirable streetscape elements such as banners, trash bins, planters, and hanging flower baskets; seeking of matching grants from public and private sources for streetscape amenities; and related management costs.

Management/Operations - \$68,369

Full-time professional staff to manage ODMD programs and activities; full-service office to assist property and business owners with their Downtown-related needs; advocacy efforts on Downtown issues and needs.

Process for PBID Renewal

California State Law (Section 36600 et seq Streets and Highways Code), which allows for the formation and renewal of PBIDs, requires a two-step approval process that begins with a petition phase to gather support from owners who represent more than 50% of the proposed total assessment to be levied. The PBID Renewal Committee has collected petitions exceeding 50% percent of the total assessment to be levied on privately and publicly owned properties (including properties owned by the City, Oxnard Housing Authority, Oxnard Parking Authority, and Successor Agency).

The second step, the ballot phase, is initiated by the City Council adopting a Resolution of Intent to renew the PBID, which authorizes the City Clerk to mail a ballot for the renewal of the PBID to each property owner within the proposed renewed district, and set a date for a public hearing to count the ballots. This is the item before the City Council on May 21st.

In order for the PBID to be renewed, of the ballots returned, a weighted majority as determined by assessment dollars to be paid into the PBID must be in favor of the renewal. The City Council may then renew the PBID by adopting a formal resolution. The PBID assessments are collected by the County of Ventura ("County") with property tax billing. The County returns the assessment funds to the City, who then remits them to the ODMD. An annual report and fiscal review are required from the ODMD.

Attached to this staff report as Attachment C is the informational packet that is anticipated to be mailed out (by May 10th) to the property owners within the proposed PBID boundary. The packet will include a ballot, attached as Attachment D, to be returned to the City Clerk's Office by the close of the public input period of the public hearing on July 16th.

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.

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 3c. Improve our methods of communicating with residents, businesses and neighborhoods (e.g. leverage social media and tools like Nextdoor).

Objective 3f. Develop a co-sponsorship policy with criteria that would enable the City to encourage local community events

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.

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

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

Objective 2d. Public safety will collaborate with the business community to promote an environment that supports economic development.

Goal 3. Enhance business retention and attraction.

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

FINANCIAL IMPACT

There is no financial impact associated with the recommended action. However, if the PBID is renewed there will be a financial impact in the form of assessments levied on City and City-related properties. The City of Oxnard ("City")/Housing Authority/Parking Authority/Community Development Commission Successor Agency ("Successor Agency") as assessees, would be assessed \$150,993.61. Of the \$150,993.61, \$4,584.75 for the assessment for the seven remaining Successor Agency parcels is funded separately from the City's General Fund.

The \$150,993.61 of City related funding will be combined with the PBID assessment funding of \$351,363.39 from the remaining privately owned properties within the proposed renewed district boundary.

The ODMD assessments may increase up to 2% per year for each individual parcel each year during the 5-year effective

operating period. Any increase in assessments or proposed action must be approved by the Owners' Association Board of Directors, of which the City is a member, and adopted by the City Council.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Adam Smith, Project Manager

ATTACHMENTS

1. Attachment A - PBID Renewal - ODMD Plan
2. Attachment B - PBID Renewal Resolution of Intent
3. Attachment C - PBID Renewal - Informational Packet
4. Attachment D - PBID Sample Ballot
5. Attachment E - Map of PBID Boundaries
6. City Council 05.21.19 ODMD PBID Renewal Presentation

OXNARD DOWNTOWN MANAGEMENT DISTRICT RENEWAL



MANAGEMENT DISTRICT PLAN

*Being Renewed for a 5 Year Term Pursuant to
California Streets and Highways Code Section 36600 et seq.
Property & Business Improvement District Act of 1994, as amended*

JANUARY 31, 2019

V 1.3

MANAGEMENT DISTRICT PLAN

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OXNARD DOWNTOWN MANAGEMENT DISTRICT – MANAGEMENT DISTRICT PLAN

I. MANAGEMENT DISTRICT PLAN SUMMARY

The Oxnard Downtown Management District is a property-based Business Improvement District (PBID) being renewed for a 5 year period by a consortium of business and property owners within Downtown Oxnard. The District was originally formed in 2001 for a 5 year period. It was renewed and expanded in 2006 for another 5 year term, renewed for a 3 year term in 2011 and renewed for a 5 year term in 2014. The purpose of this District is to continue to provide and manage supplemental services and improvements for this important business center, including a “clean and safe” program, image enhancement and a program of installing and upgrading physical amenities throughout the greater Downtown area. The PBID is a unique benefit assessment district that will enable the District property owners, working as a unit, to continue to fund needed property related improvement programs and projects above what can be provided by the City of Oxnard.

Name: The name of the PBID is the Oxnard Downtown Management District (ODMD).

Location: The PBID is located in the center of Oxnard and is bounded roughly by Second Street on the north, the Railroad tracks on the east, Eighth Street on the south and C and D Streets on the west. There is one benefit zone (See attached map).

Zones: There is one benefit zone within the renewed ODMD.

Services: Maintenance, Safety, Image Enhancement, Streetscape Beautification and Operations.

Finance: Benefit assessment of real property (400 parcels). No bonds shall be issued to fund ODMD programs.

Budget: PBID assessment revenue for Year 1 (2019-20) is projected to be \$502,357. It is noted that the Assessment Engineer has determined that general benefits equate to 1.60% of the total adjusted PBID program costs of \$510,536 or \$8,179. (See attached Engineer’s Report for more details on benefit costs). General benefit costs shall be derived from non-assessment revenue sources such as grants, program income, credits, interest, memberships and other sources.

Year 1 – 2019-20 PROPOSED BUDGET (ASSESSMENT REVENUES/SPECIAL BENEFIT COSTS)

WORK PLAN CATEGORY	ALLOCATION	%
MAINTENANCE	\$177,877	35%
SAFETY	\$105,000	21%
IMAGE ENHANCEMENT	\$25,690	5%
BEAUTIFICATION	\$48,300	10%
OPERATIONS	*\$145,490	29%
TOTAL	\$502,357	100%

* Note: \$77,121 of Operations budget is expended directly on management of all other work plan elements.

OXNARD DOWNTOWN MANAGEMENT DISTRICT – MANAGEMENT DISTRICT PLAN

Benefits: “General Benefit” is defined as: “A benefit to properties in the area and in the surrounding community or benefit to the public in general resulting from the improvement, activity, or service to be provided by the assessment levied”. “Special Benefit” as defined by the California State Constitution means a distinct benefit over and above general benefits conferred on real property located in the ODMD or to the public at large.

Formula: There is one benefit zone in the ODMD. (A map showing the ODMD boundaries is shown on Appendix 2 attached to this Plan). Year 1 property assessment rates per parcel are as follows:

YEAR 1 –2019/20 Assessment Rates

BLDG ASSMT RATE (\$/SF)	LAND ASSMT RATE 1 (\$/PARCEL)	LAND ASSMT RATE 2 (\$/SF)	FRONTAGE ASSMT RATE (\$/LF)	R UNIT ASSMT RATE (\$/UNIT)
\$0.135	\$390	\$0.03	\$4.50	\$61

Cap: Assessment increases are capped at a maximum of 2% per year, subject to approval by the ODMD Property Owner Association Board of Directors.

Renewal: PBID renewal is a two-step process. First, petitions signed by PBID property owners representing at least 50% of the total assessment to be levied must be secured. Second, property owners will be sent a ballot to vote on the PBID renewal. Returned ballots in support of the PBID renewal must outweigh those in opposition based on the amount of assessment to be levied.

Duration: The renewed ODMD will have a term of five (5) years. After five years, the petition and balloting process must be repeated in order to renew the ODMD and levy assessments again at that time.

II. PBID BOUNDARIES

Setting:

The proposed renewed ODMD is centrally located in the center of Oxnard and centered along A Street from Second Street to Eighth Street. ODMD is bounded roughly by Second Street on the north, the Railroad tracks on the east, Eighth Street on the south and C and D Streets on the west. There is one benefit zone within ODMD (See attached map in Appendix 2).

General Boundary Description

ODMD includes 404 parcels of which 400 are identified assessed parcels in a 30 block area of Historic Downtown Oxnard. The property uses within the boundaries of the proposed renewed ODMD which will receive special benefits from PBID funded programs and services are currently a unique mix of retail, restaurant, service, office, government, residential and parking. ODMD boundaries were selected to incorporate the core Downtown parcels and businesses. There is one benefit zone within the proposed renewed District

Detailed Boundary Description

More specifically, the ODMD is described as follows:

Beginning at the intersection of the centerlines of Second Street and D Street; thence east along said centerline of Second Street to the east property line of Oxnard Boulevard; thence north along said east property line of Oxnard Boulevard to the tangent intersection point with the west property line of the railroad right of way; thence southeast and south along said west property line of the railroad right of way to the centerline of Fifth Street; thence west along said centerline of Fifth Street to the prolongation of the east property line of the public alley lying east of and parallel to Meta Street; thence south along said east property line of said public alley to the centerline of Seventh Street; thence west along said centerline of Seventh Street to the east property line of parcel APN 202-0-360-110; thence south along said east property line of said parcel APN 202-0-360-110 to the south property line of said parcel APN 202-0-360-110; thence west along said south property line of said parcel APN 202-0-360-110 to the west property line of said parcel APN 202-0-360-110; thence north along said west property line of said parcel APN 202-0-360-110 to the centerline of Seventh Street; thence west along said centerline of Seventh Street to the centerline of Oxnard Boulevard; thence south along said centerline of Oxnard Boulevard to the centerline of Eighth Street; thence west along said centerline of Eighth Street to the centerline of D Street; thence north along said centerline of D Street to the centerline of Seventh Street; thence east along said centerline of Seventh Street to the prolongation of the west property line of the public alley lying east of and parallel to D Street; thence north along said west property line of said public alley to the centerline of Third Street; thence west

OXNARD DOWNTOWN MANAGEMENT DISTRICT – MANAGEMENT DISTRICT PLAN

along said centerline of Third Street to the centerline of D Street; thence north along said centerline of D Street to the point of beginning.

Benefit Zones

There is one benefit zone within the proposed renewed District.

District Boundary Rationale

The ODMD boundaries are comprised of the commercial core parcels where the main economic activity of Historic Downtown Oxnard is centered. The commercial parcels included in the District are the heart of the commercial core of Downtown Oxnard. These parcels showcase a unique array of pedestrian oriented uses - retail, restaurant, service, office, government, residential and parking that form what is considered the “cohesive commercial fabric” of the ODMD.

The District boundaries were chosen to generally include non-residential parcels that comprise the commercial core that attracts pedestrians and visitors to Downtown Oxnard. Businesses adjacent to the north, south and east of ODMD are not part of the District's commercial pedestrian core and have different marketing needs than those in the ODMD. These outside commercial parcels and uses require different services than those in the ODMD and would not specially benefit from the increased pedestrian oriented programs, services and improvements offered by the ODMD. Therefore, they have not been included within the ODMD boundaries.

Surrounding parcels to the north, south and west that are zoned solely residential and/or with residential uses have not been included within the boundaries of the PBID. The Property and Business Improvement District Law of 1994, California Streets & Highway Code § 36632 states, “Properties zoned solely for residential use..... are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment”. For these reasons, no residentially zoned parcels or residential uses north, south or west of the District are included in the ODMD boundaries. These parcels will not specially benefit from the PBID programs, improvements and services which are designed to improve commerce and economic vitality of assessed parcels.

A list of all parcels included in the proposed renewed ODMD is shown as Appendix 1, attached to this Plan identified by their respective Ventura County assessor parcel number. The boundary of the proposed renewed ODMD is shown on the map of the proposed renewed ODMD attached as Appendix 2 to this Plan.

All identified assessed parcels within the above-described boundaries shall be assessed to fund supplemental special benefit programs, services and improvements as outlined in this Report and in the Management District Plan. All ODMD funded services, programs and improvements provided within the above described boundaries shall confer special benefit to identified assessed parcels inside the District boundaries and none will be provided outside of the District. Each assessed parcel within ODMD will proportionately specially benefit from the District funded programs and services (i.e. maintenance, safety, image enhancement, streetscape beautification and operations). These services, programs and improvements are intended to improve commerce, employment, rents and occupancy rates and investment viability of individually assessed parcels and businesses on them within ODMD.

OXNARD DOWNTOWN MANAGEMENT DISTRICT – MANAGEMENT DISTRICT PLAN

District services, activities and programs confer special benefits on each and every individually assessed parcel by reducing crime, improving aesthetics and marketing goods and services available from individually assessed parcels and the businesses on them within the District, all considered necessary in a competitive properly managed business district. All District funded services programs and improvements are considered supplemental, above normal base level services provided by the City of Oxnard and are only provided for the special benefit of assessed parcels within the boundaries of the proposed renewed ODMD.

The District includes 404 parcels of which 400 are identified as assessable within one Benefit Zone and which are listed in the Assessment Roll included as Appendix 1. For further information, a District Boundary Map is included as Appendix 2.

III. Proposed 5 Year PBID Work Plan and Budget

Overview

The Programs and activities to be funded by the ODMD include maintenance, safety, image enhancement, streetscape beautification and operations. The property uses within the boundaries of the District that will receive special benefits from District funded programs, services and improvements are currently a unique mix of retail, restaurant, service, office, government, residential and parking. District funded activities are primarily designed to provide special benefits as described below to identified assessed parcels and array of land uses within the boundaries of the District.

These benefits are particular and distinct to each and every identified assessed parcel within the ODMD and are not provided to non-assessed parcels outside of the District. These programs, services and improvements will only be provided to each individual assessed parcel within the District boundaries and, in turn, confer proportionate "special benefits" to each assessed parcel.

In the case of the ODMD, the very nature of the purpose of this District is to fund supplemental programs, services and improvements to assessed parcels within the District boundaries above and beyond what is being currently funded either via normal tax supported methods or other funding sources. The City of Oxnard does not provide these supplemental programs and services. All benefits derived from the assessments to be levied on assessed parcels within the District are for services, programs and improvements directly benefiting each individual assessed parcel within the District. No District funded services, activities or programs will be provided outside of the District boundaries.

The projected program special benefit cost allocation of the District assessment revenues for the 5-year District term assuming a 2% maximum annual assessment rate increase is shown in the Table on page 15 of this Report.

WORK PLAN DETAILS

The services to be provided by the ODMD include maintenance, safety, image enhancement, streetscape beautification and operations. Each of these work plan elements are designed to contribute to the cohesive

OXNARD DOWNTOWN MANAGEMENT DISTRICT – MANAGEMENT DISTRICT PLAN

commercial fabric and to ensure economic success and vitality of the District. The assessed parcels in the PBID will specially benefit from the District programs in the form of increasing commerce and improving economic success and vitality through meeting the ODMD goals to maintain and improve the commercial core by providing services to attract customers in an effort to increase commerce, to increase building occupancy and lease rates.

The following programs, services and improvements are proposed by the ODMD to specially benefit each and every individually assessed parcel within the District boundaries. ODMD services, programs and improvements will not be provided to parcels outside the District boundary.

Maintenance

This work plan category includes regular maintenance of public areas adjacent to each assessed parcel for the special benefit of each identified and assessed parcel and land use within ODMD. The Maintenance work plan component includes:

- Clean Team 6-days per week
- litter and illegal dumping pickup
- graffiti and illegal sticker/poster removal
- check/empty 130+ sidewalk trash bins
- check, sweep, and secure trash enclosures
- removal of transient discards, including shopping carts, bio-waste
- sidewalk scrubbing/steam cleaning
- curb line block face sweeping
- tree pruning
- weed abatement
- visitor assistance

The Maintenance work plan component is designed to specially benefit and improve the aesthetic appeal of each identified and assessed parcel within the PBID and attract more customers, clients, employees, tenants and investors which potentially would increase business volumes, sales transactions, occupancies, rental income and attractiveness of investments. Maintenance services will only be provided for identified and assessed parcels located within the PBID boundaries.

The Maintenance work plan component (“Clean”) will assist in creating a clean environment for each assessed parcel in the District. A dirty environment deters commerce and may fail to attract patrons and visitors, and reduce commercial rents and commercial occupancies. For parcels with general commercial, retail, restaurant, office and commercial parking uses, this activity is designed to increase vehicular and pedestrian traffic, increase commerce and customer activity, attract and retain new business and patrons, and may increase commercial rents and commercial occupancies for the assessed parcels within the BID boundaries. In the case of assessed publicly owned parcels, District funded clean programs and services

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provide these parcels with enhanced facility entrances and perimeters and better public facilities in turn for their employees, visitors, vendors and users of these public facilities. Further, in the case of assessed residential use parcels, District funded clean programs and services are designed to improve the appearance of entrances and perimeters for the special benefit of each assessed residential parcel and in turn their tenants, visitors and owners, which, in turn, may increase occupancies and rental income. Each assessed parcel will specially benefit from the clean programs and services which will only be provided to, and for the direct benefit of, each identified assessed parcel within the District boundaries

Safety

This work plan category includes regular security of areas adjacent to each assessed parcel for the special benefit of each identified and assessed parcel and land use within ODMD. The Safety work plan component includes:

- daily bike & truck Safety Patrol
- loitering & trespassing subject removal
- Crime prevention awareness campaigns
- street light outage reporting and repair orders

The Safety work plan component is designed to specially benefit and improve the security of each identified and assessed parcel within the PBID and attract more customers, clients, employees, tenants and investors which potentially would increase business volumes, sales transactions, occupancies, rental income and attractiveness of investments. Safety services will only be provided for identified and assessed parcels located within the PBID boundaries.

The Safety work plan component (“Safe”) will assist in creating a safe and secure environment for each assessed parcel in the District. An unsafe environment deters commerce and may fail to attract patrons and visitors, and reduce rents and occupancies. For parcels with general commercial, retail, restaurant, office and commercial parking uses, this activity is designed to increase vehicular and pedestrian traffic, increase commerce and customer activity, attract and retain new business and patrons, and may increase commercial rents and commercial occupancies for the assessed parcels within the BID boundaries. In the case of assessed publicly owned parcels, District funded safe programs and services provide these parcels with safer and enhanced facility entrances and perimeters and better public facilities in turn for their employees, visitors, vendors and users of these public facilities. Further, in the case of assessed residential use parcels, District funded safe programs and services are designed to improve the security of entrances and perimeters for the special benefit of each assessed residential parcel and in turn their tenants, visitors and owners, which, in turn, may increase occupancies and rental income. Each assessed parcel will specially benefit from the safe programs and services which will only be provided to, and for the direct benefit of, each identified assessed parcel within the District boundaries

Image Enhancement

This work plan category includes regular marketing and image enhancement programs and services for the special benefit of each identified and assessed parcel and land use within ODMD. The Image Enhancement work plan component includes:

OXNARD DOWNTOWN MANAGEMENT DISTRICT – MANAGEMENT DISTRICT PLAN

- daily updated responsive website DowntownOxnard.org
- integrated social media promotion – Facebook, Instagram, Twitter, YouTube
- produced and sponsored live events (e.g. First Thursdays, Cruise Night, Halloween, etc.)
- district advertising, newsletters, press releases, media relations, original photo library
- Marketing Committee support for merchant coordinated promotions
- assist prospective businesses with referrals to leasable properties
- permit processing assistance

The Image Enhancement work plan component is designed to specially benefit and improve the image of each identified and assessed parcel within the PBID and attract more customers, clients, employees, tenants and investors which potentially would increase business volumes, sales transactions, occupancies, rental income and attractiveness of investments. Image Enhancement programs and services will only be provided for identified and assessed parcels located within the PBID boundaries.

For parcels with general commercial, retail, restaurant, office and commercial parking uses, Image Enhancement services and programs are specifically designed to attract more customers, employees, tenants and investors for the special benefit of assessed parcels as a result of marketing assessed parcels and the goods and services and spaces available on these assessed parcels. This in turn, is intended to increase business volumes, sales transactions, commercial occupancies, commercial rental income and investment return. In the case of publicly owned parcels that are assessed for these programs, District funded Image Enhancement creates better public facilities and services on these assessed parcels by fostering better informed public employees, visitors, vendors and users of these public facilities. Further, in the case of residential use parcels, District funded Image Enhancement specially benefits each assessed residential parcel and creates better informed tenants, visitors and owners, which, in turn, enhance livability and may increase residential occupancies and rental income. Image Enhancement services and programs will only be provided to, and for the direct and special benefit of, each identified assessed parcel within the District.

Streetscape Beautification

This work plan category includes placement of and care for a variety of physical improvements and amenities within the public streetscape areas within ODMD for the special benefit of each identified and assessed parcel and land use within ODMD. The Streetscape Beautification work plan component includes:

- district-wide holiday streetlamp décor
- 162 sidewalk flower planters
- Historic Plaza Park hanging flower baskets
- public art – utility box painting and temporary murals
- street banner program (88 street poles)

The Streetscape Beautification work plan component is designed to specially benefit and improve the image of each identified and assessed parcel within the PBID and attract more customers, clients, employees,

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tenants and investors which potentially would increase business volumes, sales transactions, occupancies, rental income and attractiveness of investments. Streetscape Beautification improvements will only be provided for identified and assessed parcels located within the PBID boundaries.

For parcels with general commercial, retail, restaurant, office and commercial parking uses, Streetscape Beautification improvements are specifically designed and placed to attract more customers, employees, tenants and investors for the special benefit of assessed parcels as a result of aesthetically improving each assessed parcel within ODMD. This in turn, is intended to increase business volumes, sales transactions, commercial occupancies, commercial rental income and investment return. In the case of publicly owned parcels that are assessed for these improvements, District funded Streetscape Beautification creates enhanced public facilities and services on these assessed parcels for public employees, visitors, vendors and users of these public facilities. Further, in the case of residential use parcels, District funded Streetscape Beautification specially benefits each assessed residential parcel by creating an enhanced environment for tenants, visitors and owners, which, in turn, improve livability and may increase residential occupancies and rental income. Streetscape Beautification improvements will only be provided to, and for the direct and special benefit of, each identified assessed parcel within the District.

Operations

This work plan category includes professional management and related corporate operation costs of providing PBID funded services, programs and improvements for the special benefit of each identified and assessed parcel and land use within ODMD. The Operations work plan component includes:

- staff and full service office to manage PBID programs, projects, compliance reporting.
- full service office to assist property and business owners with District-related needs
- advocacy and representation of member interests on District issues and needs
- Organize “town hall” forums and advocacy on topics such as homeless solutions, Vision Plan

Operations also includes legal, accounting, insurance, production of the Annual Planning Report and Budget and quarterly reports, facilitation of meetings of the Owners’ Association, Brown Act compliance, outreach to District property and business owners, and participation in professional peer/best practice forums such as the California Downtown Association or the International Downtown Association. It also covers the costs associated with District renewal. A portion of the Operations budget is held in reserve to offset delinquent and/or slow assessment payments.

The Operations component is key to the proper expenditure of District assessment funds and the administration of District programs and activities for the special benefit of all parcels and land uses within the ODMD. The Administration work plan component exists only for the purposes of the District and directly relates to the implementation of Maintenance, Safety, Image Enhancement and Streetscape Beautification services, programs and improvements which specially benefit each identified assessed parcel within the District boundaries.

In summary, all District funded services, programs and improvements described above confer proportionate special benefits to identified assessed parcels inside the District boundaries and none will be provided outside of the District. Each assessed parcel within the ODMD will proportionately specially benefit from

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Maintenance, Safety, Image Enhancement, Streetscape Beautification and Operations. These services, programs and improvements are intended to improve commerce, employment, rents, occupancy rates and investment viability of assessed parcels and businesses within the ODMD by reducing crime, litter and debris, making capital improvements and professionally marketing goods, services and spaces available within the District, all considered necessary in a competitive properly managed contemporary business district. All District funded services programs and improvements are considered supplemental, above normal base level services provided by the City of Oxnard and are only provided for the special benefit of each and every assessed parcel within the boundaries of the ODMD.

WORK PLAN BUDGET

Each identified assessed parcel within the ODMD will be assessed the full amount of the proportionate special benefit conferred upon it based on the level of District funded services provided. The projected District program special benefit (assessment) cost allocation budget for Year 1 (2020), including the direct re-allocation of Operations cost to other Work Plan Categories is shown in the following Table:

ODMD Year 1 (2020) Special Benefit Assessment Budget

A	B	C	D	E	F
WORK PLAN CATEGORY	Yr. 1 Base Budget Allocations	Base % of Total	Allocation Adjustments From Operations	Yr. 1 Adjusted Budget Allocations (B+D)	Adjusted % of Total
MAINTENANCE	\$177,877	35%	\$28,811	\$206,688	41.1%
SAFETY	\$105,000	21%	\$18,624	\$123,624	24.6%
IMAGE ENHANCEMENT	\$25,690	5%	\$23,749	\$49,439	9.8%
BEAUTIFICATION	\$48,300	10%	\$5,937	\$54,237	10.8%
OPERATIONS	\$145,490	29%	(\$77,121)	\$68,369	13.6%
TOTAL	\$502,357	100%		\$502,357	100%

In order to carry out the District programs outlined in the previous section, a Year 1 assessment budget of \$502,357 is projected. Since the District is planned for a 5-year term, projected program costs for future years (Years 2-5) are set at the inception of the District. While future inflationary and other program cost increases are unknown at this point, a built in maximum increase of 2% per annum, commensurate to special benefits received by each assessed parcel, is incorporated into the projected program costs and assessment rates for the 5-year District term. It is noted that the 2% maximum annual rate increase is deemed necessary in order to offset substantial service and improvement cost increases projected over the next several years and to provide levels of service and types of improvements expected and requested by District stakeholders. Carryovers, if any, may be reapportioned the following year for related programs, services and improvements. Detailed annual budgets will be prepared by the Owner's Association Board and included in an Annual Plan for the City Council's review and approval.

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It is recognized that market conditions may cause the cost of providing goods and services to fluctuate from year to year during the 5-year term of the proposed renewed District. Accordingly, the Owners' Association shall have the ability to reallocate up to 10% of any budget line item within the budget categories based on such cost fluctuations subject to the review and approval by the Owners' Association Board and included in the Annual Planning Report that will be approved by the Oxnard City Council pursuant to Streets and Highways Code Section 36650. Any accrued interest or delinquent payments may be expended in any budget category. A 5-year projected ODMD budget is shown in the following Table:

YEAR 1-5 PROJECED DISTRICT ASSESSMENT BUDGET SUMMARY (Special Benefit Costs)

(Assumes 2% max rate increase per year)

YR	MAINTENANCE	SAFETY	IMAGE ENHANCEMENT	STREETSCAPE BEAUTIFICATION	OPERATIONS	TOTAL
	35%	21%	5%	10%	29%	100%
1	\$177,877	\$105,000	\$25,690	\$48,300	\$145,490	\$502,357
2	\$181,435	\$107,100	\$26,204	\$49,266	\$148,400	\$512,405
3	\$185,064	\$109,242	\$26,728	\$50,251	\$151,368	\$522,653
4	\$188,765	\$111,427	\$27,263	\$51,256	\$154,395	\$533,106
5	\$192,540	\$113,656	\$27,808	\$52,281	\$157,483	\$543,768

The ODMD assessments may increase for each individual parcel each year during the 5-year effective operating period, but not to exceed 2% per year, commensurate to special benefits received by each assessed parcel, and must be approved by the Owners' Association Board of Directors, included in the Annual Planning Report and adopted by the City of Oxnard City Council. Any accrued interest and delinquent payments will be expended within the budgeted categories. The Owners' Association Board of the Directors ("Property Owner's Association of the ODMD) shall determine the percentage increase to the annual assessment and the methodology employed to determine the amount of the increase. The Owners' Association Executive Director shall communicate the annual increase to the City each year in which the District operates at a time determined in the Administration Contract held between the Owners' Association and the City of Oxnard.

No bonds are to be issued in conjunction with the proposed renewed District.

Pursuant to Section 36671 of the Streets and Highways Code, any funds remaining after the 5th year of operation will be rolled over into the renewal budget or returned to stakeholders. District assessment funds may be used to pay for costs related to the following District renewal term. If the District is not renewed or terminated for any reason, unexpended funds will be returned to the property owners.

Special/General Benefits

The Assessment Engineer (see attached Engineer's Report) has found that the general benefits (i.e. general benefits to assessed parcels within the District, the general public and surrounding parcels outside the ODMD) of the proposed programs, services and improvements (i.e. maintenance, safety, image

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enhancement, streetscape beautification and operations) represent 1.60% of the total benefits generated and, in turn, 1.60% (\$8,179) of the total adjusted costs of the ODMD funded improvements, activities and services provided.

Total Year 1 adjusted costs are estimated at \$510,536. General benefits are factored at 1.60% of the total adjusted costs (see Finding 2 on pages 5-9 of the attached Engineer’s Report) with special benefits set at 98.40%. Article XIID Section 4(b) of the California Constitution limits the levy of property assessments to costs attributed to special benefits only. The 1.60% general benefit cost is computed to be \$8,179 with a resultant 98.40% special benefit limit computed at \$502,357. Based on current property data and land uses, this is the maximum amount of Year 1 (2019-20) revenue that can be derived from property assessments from the subject District.

All program costs associated with general benefits will be derived from sources other than District assessments. Sample “other” revenue sources are shown in the following Table:

Special and General Benefit Revenue Sources

Revenue Source	Revenue	% of Total
District Assessments	\$502,357	98.40 %
Grants, donations, sponsors, program income, etc.	\$8,179	1.60%
TOTAL	\$510,536	100.0%

A breakdown of projected special and general benefit costs for each year of the 5-year renewal term is shown in the following Table:

5 Year Special + General Benefit Costs

YR	PROGRAM CATEGORY	SPECIAL BENEFIT ASSESSMENT COSTS	GENERAL BENEFIT NON- ASSESSMENT COSTS	TOTAL ADJUSTED COSTS	% OF TOTAL
1	MAINTENANCE	\$177,877	\$2,862	\$180,739	35%
	SAFETY	\$105,000	\$1,718	\$106,718	21%
	IMAGE ENHANCEMENT	\$25,690	\$409	\$26,099	5%
	BEAUTIFICATION	\$48,300	\$818	\$49,118	10%
	OPERATIONS	\$145,490	\$2,372	\$147,862	29%
	Total	\$502,357	\$8,179	\$510,536	100%
2	MAINTENANCE	\$181,435	\$2,919	\$184,354	29%
	SAFETY	\$107,100	\$1,752	\$108,852	30%
	IMAGE ENHANCEMENT	\$26,204	\$417	\$26,621	14%

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	BEAUTIFICATION	\$49,266	\$834	\$50,100	23%
	OPERATIONS	<u>\$148,400</u>	<u>\$2,419</u>	<u>\$150,819</u>	<u>4%</u>
	Total	\$512,405	\$8,341	\$520,746	100%
3	MAINTENANCE	\$185,064	\$2,977	\$188,041	29%
	SAFETY	\$109,242	\$1,787	\$111,029	30%
	IMAGE ENHANCEMENT	\$26,728	\$425	\$27,153	14%
	BEAUTIFICATION	\$50,251	\$851	\$51,102	23%
	OPERATIONS	<u>\$151,368</u>	<u>\$2,467</u>	<u>\$153,835</u>	<u>4%</u>
	Total	\$522,653	\$8,507	\$531,160	100%
4	MAINTENANCE	\$188,765	\$3,037	\$191,802	29%
	SAFETY	\$111,427	\$1,823	\$113,250	30%
	IMAGE ENHANCEMENT	\$27,263	\$434	\$27,697	14%
	BEAUTIFICATION	\$51,256	\$868	\$52,124	23%
	OPERATIONS	<u>\$154,395</u>	<u>\$2,516</u>	<u>\$156,911</u>	<u>4%</u>
	Total	\$533,106	\$8,678	\$541,784	100%
5	MAINTENANCE	\$192,540	\$3,098	\$195,638	29%
	SAFETY	\$113,656	\$1,859	\$115,515	30%
	IMAGE ENHANCEMENT	\$27,808	\$443	\$28,251	14%
	BEAUTIFICATION	\$52,281	\$885	\$53,166	23%
	OPERATIONS	<u>\$157,483</u>	<u>\$2,566</u>	<u>\$160,049</u>	<u>4%</u>
	Total	\$543,768	\$8,851	\$552,619	100%

Duration

As allowed by State PBID Law, the District will have a five (5) year operational term from January 1, 2020 to December 31, 2024. The proposed renewed District operation is expected to begin services on January 1, 2020. If the District is not renewed, services will end on December 31, 2024.

Manner of Collection

Assessments for the Property Tax Year beginning July 1, 2019 and ending June 30, 2024, shall be collected at the same time and in the same manner as ad valorem taxes paid to the County of Ventura (Operation Years 2020-2024). The District assessments shall appear as a separate line item on the property tax bills issued by the Ventura County Assessor. The City of Oxnard is authorized to collect any assessments not placed on the County tax rolls, or to place assessments, unpaid delinquent assessments, or penalties on the County tax rolls as appropriate to implement this Management District Plan.

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IV **PROPOSED ASSESSMENT FORMULA**

The PBID programs and services described in this Management District Plan will be funded through benefit assessments against real property in the PBID and non-assessment revenues to fund the costs associated with general benefits conferred on assessed parcels within the District, the public at large and surrounding parcels outside of the ODMD boundaries. The assessment formula has been developed by the Assessment Engineer to ensure that no parcel will be assessed an amount that exceeds the cost of the proportional special benefit that parcel derives from the programs, services and improvements to be funded by the proposed benefit assessments. The assessment rates are based on the anticipated benefit to be derived by each individual parcel within the boundary of the ODMD.

Based on the specific needs and corresponding nature of the program activities to be funded by the proposed renewed ODMD (i.e. maintenance, safety, image enhancement, streetscape beautification and operations) it is the opinion of the Assessment Engineer that the assessment factors on which to base assessment rates relate directly to the proportionate amount of building area, land area and street frontage within one benefit zone, except as noted herein and in the attached Engineer's Report.

The "Basic Benefit Units" will be expressed as a combined function of gross building square footage (Benefit Unit "A"), land square footage (Benefit Unit "B"), street frontage (Benefit Unit "C") and in the case of residential parcels – number of units (Benefit Unit "D"). Based on the shape of the proposed ODMD, as well as the nature of the District program elements, it is determined that all identified properties will gain a direct and proportionate degree of special benefit based on the respective amount of building area, land area and street frontage within one benefit zone, except as noted herein.

For the array of land uses within the PBID, the interactive application of building and land areas and street frontage quantities are a proven method of fairly and equitably spreading special benefit costs to these beneficiaries of PBID funded services, programs and improvements. Each of these factors directly relates to the degree of special benefit each assessed parcel will receive from PBID funded activities. There are no parcels zoned solely residential within ODMD.

Building area is a direct measure of the static utilization of each parcel and its corresponding impact or draw on PBID funded activities. In the opinion of this Assessment Engineer, the targeted weight of this factor, building area, should generate approximately 25% of the total PBID revenue (26.40373% when adjusted for precise parcel measurements and program costs).

Land area is a direct measure of the current and future development capacity of each parcel and its corresponding impact or draw on PBID funded activities. In the opinion of this Assessment Engineer, the targeted weight of this factor, land area, should generate approximately 45% of the total PBID revenue (43.52662% when adjusted for precise parcel measurements and program costs).

Street Frontage is a direct measure of the current and future development capacity of each parcel and its corresponding impact or draw on PBID funded activities. Street frontage includes all public street frontages of a parcel. In the opinion of this Assessment Engineer, the targeted weight of this factor, street frontage, should generate approximately 27% of the total PBID revenue (27.50753% when adjusted for precise parcel

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measurements and program costs).

Residential Units (number of) is a direct measure of the static utilization of each parcel and its corresponding impact or draw on PBID funded activities. In the opinion of this Assessment Engineer, the targeted weight of this factor, residential unit, should generate approximately 3% of the total PBID revenue (2.56212% when adjusted for precise parcel measurements and program costs).

Special Circumstances

1. Residential Condominiums

It is the opinion of the Assessment Engineer that land area and street frontage quantities do not relate precisely to the building orientation and configurations of multi-unit and/or multi floor residential condominium complexes. Thus, it is the opinion of the Assessment Engineer that the assessment for residential condominiums shall be based on a living unit rate which is a proven method of fairly and equitably spreading special benefit costs to these unique property ownerships and land uses. This assessment factor directly relates to the proportionate amount of special benefit each residential condominium parcel will receive from ODMD funded services, programs and improvements for this land use.

2. Other Residential Units

It is the opinion of the Assessment Engineer that the assessment for all other residential units shall be based on a living unit rate which is a proven method of fairly and equitably spreading special benefit costs to these land uses. This assessment factor directly relates to the proportionate amount of special benefit each residential unit will receive from ODMD funded services, programs and improvements for this land use.

3. Commercial Condominiums

It is the opinion of the Assessment Engineer that such units, if and when built, when located on ground floors shall be assessed based on actual land area covered, condo building area and direct street frontage or pro-rated street frontage as determined by the Assessment Engineer for each unit. Upper floor commercial condominiums shall be assessed on condo building area and pro-rated land area and street frontage as determined by the Assessment Engineer.

4. Publicly Owned/Occupied Parcels

Each identified and assessable publicly owned parcel and facility within ODMD will proportionately specially benefit as delineated herein from the ODMD funded supplemental services, programs and improvements, but differently than privately owned parcels. It is the opinion of this Assessment Engineer that publicly owned parcels and public facilities do not specially benefit to the same extent as privately owned parcels from PBID funded services, programs and improvements. To offset this special benefit differential, publicly owned parcels with public facilities on them will not be assessed for public building areas located on these parcels. Publicly owned parcels with non-government uses on them will be assessed for building areas not occupied by government uses and facilities.

It is noted that the only publicly owned parcel not being assessed is the United States Post Office parcel on A Street. The US Attorney General has opined that Federally owned properties are exempt from local taxes

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and benefit assessments in accordance with the Supremacy Clause of the US Constitution. As such, no direct ODMD funded special benefit services, programs and improvements will be provided adjacent to or for the special benefit of this property.

5. Non-Profit Owned and Occupied Parcels

Each identified and assessable non-profit owned parcel and use within ODMD will proportionately specially benefit as delineated herein from the ODMD funded supplemental services, programs and improvements, but differently than other privately owned parcels. It is the opinion of this Assessment Engineer that non-profit owned parcels and uses do not specially benefit to the same extent as other privately owned parcels from PBID funded services, programs and improvements. To offset this special benefit differential, non-profit owned parcels with non-profit uses on them will not be assessed for non-profit used building areas located on these parcels. Non-profit owned parcels with for-profit uses on them will be assessed for building areas not occupied by non-profit uses.

6. Non-Profit Places of Worship Parcels

Each Non-Profit owned parcel with “Place of Worship” use(s) on them do not, based on a finding of the Oxnard City Council, specially benefit from the ODMD funded supplemental services, programs and improvements. Therefore, Non-Profit owned parcels with Places of Worship use(s) on them shall not be assessed for ODMD funded services, programs and improvements. Accordingly, no direct or tangent ODMD funded services, programs or improvements shall be provided for the special benefit of these ownership and land use types.

7. Changes to Building or Parcel Size

Any changes in building size, parcel size and street frontage(s) as a result of new construction or demolition or land adjustments including but not limited to lot splits, consolidations, subdivisions, street dedications, right of way setbacks shall have their assessment adjusted upon final City approval of such parcel adjustments.

8. Other Future Development

Other than future maximum rates and the assessment methodology delineated in this Report, per State Law (Government Code Section 53750), future assessments may increase for any given parcel if such an increase is attributable to events other than an increased rate or revised methodology, such as a change in the density, intensity, or nature of the use of land. Any change in assessment formula methodology or rates other than as stipulated in this Plan would require a new Proposition 218 ballot procedure in order to approve any such changes.

Taking into account all identified specially benefiting parcels within the District and their respective assessable benefit units, the rates, cumulative quantities and assessment revenues by factor are shown in the following Tables:

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Year 1 – 2019/2020 - Assessable Benefit Units

ASSESSABLE BLDG AREA (SF)	ASSESSABLE LAND AREA (SF)	ASSESSABLE STREET FRONTAGE (LF)	ASSESSABLE R UNITS	# OF ASSESSABLE PARCELS	# OF NON- RESIDENTIAL ASSESSABLE PARCELS
982,528	2,751,617	30,708	211	400	349

Year 1 – 2019/20 Projected Assessment Revenue

BLDG ASSMT REVENUE	LAND 1 ASSMT REVENUE	LAND 2 ASSMT REVENUE	STREET FRONTAGE ASSMT REVENUE	R UNIT ASSMT REVENUE	SUBTOTAL ASSMT REVENUE
\$132,641	\$136,110	\$82,549	\$138,186	\$12,871	\$502,357
26.40373%	27.09428%	16.43234%	27.50753%	2.56212%	100.00%

The number of Benefit Units for each identified benefiting parcel within the proposed renewed ODMD was computed from data extracted from County Assessor records and maps. These data sources delineate current land uses, building and property areas and dimensions of record for each tax parcel. While it is understood that this data does not represent legal field survey measurements or detailed title search of recorded land subdivision maps or building records, it does provide an acceptable basis for the purpose of calculating property-based assessments. All respective property data being used for assessment computations will be provided to each property owner in the District for their review. If a property owner believes there is an error on a parcel's assessed quantities, the District may confirm the data with the Ventura County Assessor's office. If District data matches Assessor's data, the property owner may opt to work with the Assessor's office to correct the data so that the District assessment may be corrected.

Assessment Formula

In the opinion of the Assessment Engineer the assessment formula for the proposed renewed ODMD is as follows:

Assessment = Building Area (Unit A) Sq Ft x Unit A Rate, plus
Land Area (Unit B) Sq Ft x Unit B Rate, plus
Street Frontage (Unit C) Lin Ft x Unit C Rate

Residential Units = # of Residential Units (Unit D) x Unit D Rate

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YEAR 1 –2019/20 Assessment Rates

BLDG ASSMT RATE (\$/SF)	LAND ASSMT RATE 1 (\$/PARCEL)	LAND ASSMT RATE 2 (\$/SF)	FRONTAGE ASSMT RATE (\$/LF)	R UNIT ASSMT RATE (\$/UNIT)
\$0.135	\$390	\$0.03	\$4.50	\$61

Assessment Formula Unit Rates

Using figures from the Assessable Benefit Units Table and the Projected Assessment Revenue Table on page 18 of this Plan, the assessment rates and weighted multipliers for each factor are calculated as follows:

Building Area Rate (Unit A)

$$(\$502,356.22 \times 26.40373\%)/982,528 \text{ units} = \$0.135/\text{sq ft building area}$$

Land Area Rate (Unit B)

$$(\$502,356.22 \times 27.09428\%)/349 \text{ units} +$$

$$(\$502,356.22 \times 16.43234\%)/2,751,617 \text{ units} = \$390 + \$0.03/\text{sq ft land area}$$

Street Frontage Rate (Unit C)

$$(\$502,356.22 \times 27.50753\%)/30,708 \text{ units} = \$4.50/\text{lin ft street frontage}$$

Residential Rate (Unit D)

$$(\$502,356.22 \times 2.56307\%) / 211 \text{ R units} = \$61/\text{residential unit}$$

Since the ODMD is planned for a 5-year term, maximum assessment rates for future years (Years 2-5) must be set at the inception of the PBID. While future inflationary and other program cost increases are unknown at this point, a built in maximum increase of 2% per annum is incorporated into the projected program costs and, in turn, the resultant assessment rates for the 5-year term of the PBID. These figures are shown in the table below. Assessment rates may not exceed those indicated below.

In addition, any annual budget surplus or deficit will be incorporated into the subsequent year's PBID budget. Within the constraints of the annual adjustment, annual assessments will be set to account for surpluses or deficits carried forward.

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ODMD – 5-Year Maximum Assessment Rates (Includes a 2%/Yr. Max Increase)

YEAR	BLDG ASSMT RATE (\$/SF)	LAND ASSMT RATE 1 (\$/PARCEL)	LAND ASSMT RATE 2 (\$/SF)	FRONTAGE ASSMT RATE (\$/LF)	R UNIT ASSMT RATE (\$/UNIT)
1	\$0.135	\$390	\$0.03	\$4.50	\$61
2	\$0.1377	\$397.8000	\$0.0306	\$4.5900	\$62.2200
3	\$0.1405	\$405.7560	\$0.0312	\$4.6818	\$63.4644
4	\$0.1433	\$413.8711	\$0.0318	\$4.7754	\$64.7337
5	\$0.1462	\$422.1485	\$0.0324	\$4.8709	\$66.0284

SAMPLE ASSESSMENT CALCULATION:

A 7,000 sq ft lot with 50 LF of street frontage and a 5,000

Bldg Area = 5,000 x \$0.135 = \$ 675.00

Land Area = 7,000 x \$0.03SF + \$390 = \$ 600.00

Street Frontage = 50 LF x \$4.50/LF = \$ 225.00

TOTAL YEAR 1 ASSESSMENT = \$1,500.00

Per Month = \$ 125/Month

Per Day = \$4.17/Day

The complete Year 1 – 2019-20 assessment roll of all parcels to be assessed by this PBID is included in this Plan as Appendix I.

V. PUBLICLY OWNED PARCELS

The State Constitution - Article 13D (Proposition 218) states that “parcels within a District that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly-owned parcels in fact receive no special benefit.”

There are 153 publicly owned parcels within ODMD, of which 152 are identified and assessable for which District funded special benefit programs, services and improvements will be provided. All 152 of the

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assessed publicly owned parcels are owned by the City of Oxnard. It is noted that the only publicly owned parcel not being assessed is the United States Post Office parcel on A Street. The US Attorney General has opined that Federally owned properties are exempt from local taxes and benefit assessments in accordance with the Supremacy Clause of the US Constitution. As such, no direct PBID funded special benefit services, programs and improvements will be provided adjacent to this property.

For publicly owned parcels and facilities within ODMD, each of these parcels specially benefit from District funded programs services and improvements. The special benefits include cleaner and safer facility entrances and perimeters for their employees, visitors, vendors and other users of these public locations and facilities. Publicly owned parcels and facilities will be included in all maps, directories and District advertisements and web displays and are active components of Downtown Oxnard's identity and fabric.

ODMD services are designed to improve the safety and cleanliness for visitors, their employees and users of public facilities on publicly owned parcels within the District by reducing crime, litter and debris, each considered detractions to employment, visitation and use of public facilities if not contained and properly managed. In turn, these services will serve to enhance the public service levels provided by public facilities and parcels within ODMD.

Each identified and assessable publicly owned parcel and facility within ODMD will proportionately specially benefit as delineated herein from the ODMD funded supplemental services, programs and improvements, but differently than privately owned parcels. It is the opinion of this Assessment Engineer that publicly owned parcels and public facilities do not specially benefit to the same extent as privately owned parcels from PBID funded services, programs and improvements. To offset this special benefit differential, publicly owned parcels with public facilities on them will not be assessed for public building areas located on these parcels. Publicly owned parcels with non-government uses on them will be assessed for building areas not occupied by government uses and facilities.

There is no compelling evidence that these identified assessable publicly owned parcels and facilities would not proportionately specially benefit from ODMD funded programs, services and improvements as delineated herein and, thus, will be assessed similar to privately owned parcels, except as noted herein.

VI. PBID DISTRICT GOVERNANCE

The governance or management of a PBID typically requires an "Owner's Association" to carry out the PBID services and activities. State PBID Law (36600 Streets & Highways Code) also requires that the Owner's Association carry out specific additional functions. This includes preparation of an Annual Report to the City Council on the PBID activities for the past fiscal year and those proposed for the next fiscal year. The Owner's Association may also recommend to the City Council from time to time, changes to the PBID boundaries, benefit zones, assessment formula or PBID programs and activities, all subject to public notification and, in some cases petition/balloting requirements.

Meetings of the Owner's Association and its standing Committees shall be subject to the State of California "Brown Act" open meeting law.

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VII. PROPOSED RULES AND REGULATION APPLIED TO THE DISTRICT

There are no specific rules or regulations applied to this PBID

VIII. OTHER ITEMS

No bonds will be issued for any ODMD projects in conjunction with this renewal.

IX. PLAN AUTHOR

The author and preparer of this Plan is Ed Henning of Edward Henning & Associates

X. IMPLEMENTATION TIME TABLE

The renewed PBID is expected to begin operation by January 2020. In order to meet this goal, the following procedural timeline is proposed:

<u>Date</u>	<u>Action/Task</u>
Jan 2019	• Develop/finalize PBID Management District Plan
Feb 2019	• Initiate petition drive
Feb-Mar 2019	• Collect petitions signed by property owners
April 2019	• Submit majority support petitions to City along with Management Plan
May 21, 2019	• City Council adopts Resolution of Intention to renew the PBID
May 21 2019	• City sends notice of PBID public hearing and a ballot to all property owners within PBID
July 16, 2019	• City Council conducts hearing (ballots due by this date)
July 16, 2019	• Providing no majority ballot protest is filed at the hearing, Council approves Ordinance of Renewal for the PBID
August 2019	• Assessment roll submitted to County Assessor
Dec 10/Apr 10 (due)	• Assessments billed and collected by County with property taxes
1st Qtr ‘20	• Revenues remitted to Owner’s Association per contract with City
(5 yrs)	• Owner’s Association carries out renewed PBID programs and services

APPENDIX 1

YR 1 – 2019/20 ASSESSMENT ROLL

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APN	YR 1 2019-20 ASSMT	% OF TOTAL
2010113110	\$3,894.03	0.78%
2010160010	\$690.00	0.14%
2010160020	\$653.49	0.13%
2010160030	\$1,840.50	0.37%
2010160040	\$490.89	0.10%
2010160050	\$909.00	0.18%
2010160060	\$459.00	0.09%
2010160070	\$774.00	0.15%
2010160080	\$715.50	0.14%
2010160090	\$690.75	0.14%
2010160100	\$780.00	0.16%
2010160110	\$963.90	0.19%
2010160120	\$810.00	0.16%
2010160130	\$1,332.00	0.27%
2010160170	\$1,572.75	0.31%
2010160180	\$1,782.83	0.35%
2010160190	\$1,019.94	0.20%
2010160200	\$1,985.10	0.40%
2010160220	\$1,147.14	0.23%
2010160250	\$1,152.75	0.23%
2010160260	\$2,225.78	0.44%
2010211010	\$2,000.25	0.40%
2010211040	\$488.01	0.10%
2010211110	\$893.25	0.18%
2010211120	\$756.90	0.15%
2010211130	\$573.45	0.11%
2010211140	\$573.45	0.11%
2010211155	\$573.45	0.11%
2010211170	\$1,902.27	0.38%
2010211180	\$1,391.40	0.28%
2010211190	\$1,616.82	0.32%
2010211200	\$1,653.75	0.33%
2010211210	\$1,655.10	0.33%
2010211225	\$458.82	0.09%
2010211230	\$683.82	0.14%
2010211300	\$586.05	0.12%
2010211360	\$1,174.07	0.23%
2010211380	\$1,380.00	0.27%
2010212010	\$1,582.76	0.32%
2010212020	\$1,366.44	0.27%
2010212030	\$1,359.69	0.27%
2010212060	\$1,292.19	0.26%
2010212070	\$1,450.13	0.29%
2010212140	\$1,344.15	0.27%
2010212150	\$3,066.90	0.61%
2010212165	\$1,665.38	0.33%
2010212170	\$1,709.25	0.34%

2010212180	\$1,012.50	0.20%
2010212190	\$1,042.50	0.21%
2010212200	\$768.75	0.15%
2010212230	\$1,224.69	0.24%
2010212260	\$1,862.27	0.37%
2010212270	\$1,464.00	0.29%
2010213010	\$1,218.95	0.24%
2010213020	\$739.83	0.15%
2010213030	\$916.68	0.18%
2010213075	\$571.08	0.11%
2010213080	\$1,232.04	0.25%
2010213090	\$1,299.66	0.26%
2010213100	\$670.68	0.13%
2010213110	\$244.00	0.05%
2010213120	\$61.00	0.01%
2010213130	\$1,131.00	0.23%
2010213140	\$591.17	0.12%
2010213150	\$555.02	0.11%
2010213160	\$2,578.43	0.51%
2010214010	\$828.00	0.16%
2010214020	\$3,229.59	0.64%
2010214030	\$2,263.80	0.45%
2010214040	\$2,840.36	0.57%
2010271030	\$670.68	0.13%
2010271040	\$633.75	0.13%
2010271060	\$690.00	0.14%
2010271070	\$891.75	0.18%
2010271080	\$1,254.00	0.25%
2010271090	\$615.00	0.12%
2010271100	\$840.00	0.17%
2010271110	\$840.00	0.17%
2010271160	\$244.00	0.05%
2010271170	\$1,434.93	0.29%
2010271180	\$2,899.20	0.58%
2010272010	\$1,157.69	0.23%
2010272020	\$630.00	0.13%
2010272030	\$630.00	0.13%
2010272040	\$61.00	0.01%
2010272050	\$870.00	0.17%
2010272060	\$1,762.50	0.35%
2010272070	\$825.00	0.16%
2010272080	\$825.00	0.16%
2010272090	\$1,042.50	0.21%
2010272100	\$1,702.50	0.34%
2010272110	\$972.95	0.19%
2010272120	\$1,334.36	0.27%
2010272140	\$615.00	0.12%
2010272150	\$1,767.00	0.35%
2010272160	\$827.63	0.16%

OXNARD DOWNTOWN MANAGEMENT DISTRICT – MANAGEMENT DISTRICT PLAN

2010272170	\$840.00	0.17%
2010272180	\$1,458.75	0.29%
2010272190	\$61.00	0.01%
2010272200	\$577.50	0.11%
2010272210	\$465.00	0.09%
2010272220	\$1,239.00	0.25%
2010272230	\$1,796.43	0.36%
2010360110	\$1,717.26	0.34%
2020081010	\$1,455.00	0.29%
2020081020	\$825.00	0.16%
2020081100	\$1,233.00	0.25%
2020081160	\$825.00	0.16%
2020081170	\$1,455.00	0.29%
2020081180	\$840.00	0.17%
2020081190	\$840.00	0.17%
2020081200	\$840.00	0.17%
2020081210	\$840.00	0.17%
2020081220	\$840.00	0.17%
2020081230	\$1,470.00	0.29%
2020081240	\$627.00	0.12%
2020081250	\$840.00	0.17%
2020081260	\$840.00	0.17%
2020081270	\$840.00	0.17%
2020081280	\$840.00	0.17%
2020081290	\$840.00	0.17%
2020083030	\$1,354.20	0.27%
2020083040	\$61.00	0.01%
2020083050	\$1,636.10	0.33%
2020083060	\$1,178.58	0.23%
2020083070	\$1,407.42	0.28%
2020083210	\$2,335.26	0.46%
2020083220	\$900.00	0.18%
2020085030	\$826.88	0.16%
2020085040	\$886.97	0.18%
2020085050	\$3,609.39	0.72%
2020085190	\$828.75	0.16%
2020085200	\$2,004.00	0.40%
2020091100	\$825.00	0.16%
2020091370	\$1,890.00	0.38%
2020091380	\$1,043.10	0.21%
2020091390	\$12,241.17	2.44%
2020091400	\$3,830.76	0.76%
2020092030	\$474.00	0.09%
2020092040	\$741.00	0.15%
2020092050	\$1,271.18	0.25%
2020092060	\$1,296.69	0.26%
2020092070	\$2,400.00	0.48%
2020092120	\$825.00	0.16%
2020092130	\$1,338.81	0.27%

2020092140	\$2,265.00	0.45%
2020092170	\$6,234.63	1.24%
2020092180	\$2,137.50	0.43%
2020092190	\$2,969.09	0.59%
2020094010	\$2,051.10	0.41%
2020094020	\$1,202.40	0.24%
2020094035	\$2,598.00	0.52%
2020094040	\$2,058.00	0.41%
2020094050	\$1,251.00	0.25%
2020094060	\$1,494.00	0.30%
2020094080	\$2,032.47	0.40%
2020094140	\$1,347.00	0.27%
2020094155	\$408.00	0.08%
2020094160	\$408.00	0.08%
2020094170	\$807.00	0.16%
2020094185	\$774.00	0.15%
2020094195	\$1,506.00	0.30%
2020094205	\$426.00	0.08%
2020094215	\$1,854.00	0.37%
2020094225	\$426.00	0.08%
2020094235	\$1,224.00	0.24%
2020094240	\$1,668.93	0.33%
2020095075	\$825.00	0.16%
2020095085	\$825.00	0.16%
2020095090	\$1,446.00	0.29%
2020095100	\$1,331.25	0.27%
2020095110	\$825.00	0.16%
2020095120	\$4,348.32	0.87%
2020095140	\$2,730.75	0.54%
2020095150	\$1,653.75	0.33%
2020095160	\$1,653.75	0.33%
2020096035	\$1,537.50	0.31%
2020096040	\$0.00	0.00%
2020096050	\$1,720.50	0.34%
2020096060	\$1,375.20	0.27%
2020096070	\$1,500.00	0.30%
2020096080	\$3,201.93	0.64%
2020096095	\$1,038.00	0.21%
2020096105	\$2,624.93	0.52%
2020096110	\$1,336.35	0.27%
2020096125	\$770.70	0.15%
2020101130	\$1,665.00	0.33%
2020101190	\$697.65	0.14%
2020101205	\$543.00	0.11%
2020101215	\$1,902.00	0.38%
2020101225	\$402.75	0.08%
2020101235	\$572.25	0.11%
2020101255	\$489.75	0.10%
2020101270	\$404.25	0.08%

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2020101290	\$442.50	0.09%
2020101310	\$404.25	0.08%
2020101330	\$404.25	0.08%
2020101355	\$404.25	0.08%
2020101360	\$399.36	0.08%
2020101370	\$413.25	0.08%
2020101405	\$448.65	0.09%
2020101415	\$3,930.96	0.78%
2020101420	\$1,339.32	0.27%
2020101435	\$415.50	0.08%
2020101445	\$2,267.04	0.45%
2020102010	\$5,112.69	1.02%
2020103025	\$780.00	0.16%
2020103090	\$780.00	0.16%
2020103100	\$2,224.65	0.44%
2020103115	\$491.25	0.10%
2020103120	\$2,003.21	0.40%
2020103130	\$855.00	0.17%
2020103145	\$765.00	0.15%
2020103175	\$397.88	0.08%
2020103185	\$578.36	0.12%
2020103195	\$2,251.92	0.45%
2020103205	\$655.20	0.13%
2020103210	\$1,182.00	0.24%
2020103225	\$415.50	0.08%
2020103235	\$508.50	0.10%
2020103245	\$2,484.75	0.49%
2020104015	\$3,810.00	0.76%
2020104165	\$2,774.15	0.55%
2020104395	\$8,831.93	1.76%
2020104405	\$1,178.61	0.23%
2020104415	\$2,421.27	0.48%
2020104425	\$2,078.49	0.41%
2020104435	\$3,455.19	0.69%
2020105100	\$7,185.00	1.43%
2020105120	\$607.50	0.12%
2020105170	\$498.00	0.10%
2020105180	\$2,217.24	0.44%
2020105195	\$399.00	0.08%
2020105205	\$598.50	0.12%
2020105210	\$399.00	0.08%
2020105220	\$598.50	0.12%
2020105235	\$417.00	0.08%
2020105245	\$1,015.50	0.20%
2020105260	\$480.00	0.10%
2020105275	\$0.00	0.00%
2020105295	\$2,795.25	0.56%
2020105305	\$649.50	0.13%
2020105325	\$2,652.60	0.53%

2020105335	\$2,331.57	0.46%
2020106015	\$1,285.50	0.26%
2020106035	\$592.50	0.12%
2020106065	\$817.50	0.16%
2020106120	\$1,042.88	0.21%
2020106130	\$1,724.10	0.34%
2020106140	\$3,772.17	0.75%
2020106245	\$651.00	0.13%
2020106250	\$883.50	0.18%
2020106265	\$473.70	0.09%
2020106275	\$702.09	0.14%
2020106285	\$426.00	0.08%
2020106295	\$678.00	0.13%
2020106310	\$445.65	0.09%
2020106320	\$558.54	0.11%
2020106355	\$2,041.50	0.41%
2020106370	\$1,046.25	0.21%
2020106380	\$1,046.37	0.21%
2020106390	\$1,029.53	0.20%
2020106400	\$2,167.92	0.43%
2020106410	\$2,568.81	0.51%
2020107050	\$589.35	0.12%
2020107060	\$603.75	0.12%
2020107070	\$603.75	0.12%
2020107080	\$2,362.13	0.47%
2020107100	\$999.75	0.20%
2020107110	\$2,161.88	0.43%
2020107120	\$592.50	0.12%
2020107135	\$1,335.00	0.27%
2020107160	\$1,278.00	0.25%
2020107170	\$1,514.85	0.30%
2020107195	\$561.00	0.11%
2020107205	\$432.00	0.09%
2020107215	\$430.50	0.09%
2020107225	\$547.95	0.11%
2020107235	\$3,085.50	0.61%
2020107240	\$3,159.00	0.63%
2020107250	\$1,608.60	0.32%
2020131030	\$877.50	0.17%
2020131040	\$1,713.30	0.34%
2020131050	\$1,818.75	0.36%
2020131060	\$1,670.79	0.33%
2020131070	\$2,002.85	0.40%
2020131170	\$1,208.25	0.24%
2020131190	\$397.35	0.08%
2020131220	\$630.00	0.13%
2020131230	\$1,359.00	0.27%
2020133010	\$1,455.00	0.29%
2020133020	\$993.75	0.20%

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2020133030	\$825.00	0.16%
2020133040	\$825.00	0.16%
2020133050	\$61.00	0.01%
2020133060	\$825.00	0.16%
2020133210	\$3,450.87	0.69%
2020135025	\$1,342.00	0.27%
2020135035	\$6,240.00	1.24%
2020141050	\$0.00	0.00%
2020141060	\$1,012.50	0.20%
2020141070	\$607.50	0.12%
2020141080	\$1,176.00	0.23%
2020141090	\$1,176.00	0.23%
2020141100	\$61.00	0.01%
2020141110	\$1,890.00	0.38%
2020141155	\$61.00	0.01%
2020141165	\$61.00	0.01%
2020141175	\$61.00	0.01%
2020141185	\$61.00	0.01%
2020141195	\$61.00	0.01%
2020141205	\$61.00	0.01%
2020141215	\$61.00	0.01%
2020141225	\$61.00	0.01%
2020141235	\$61.00	0.01%
2020141245	\$61.00	0.01%
2020141255	\$61.00	0.01%
2020141265	\$61.00	0.01%
2020141275	\$61.00	0.01%
2020141285	\$61.00	0.01%
2020141295	\$61.00	0.01%
2020141305	\$61.00	0.01%
2020141315	\$61.00	0.01%
2020141325	\$61.00	0.01%
2020141335	\$61.00	0.01%
2020141345	\$61.00	0.01%
2020141355	\$61.00	0.01%
2020141365	\$61.00	0.01%
2020141375	\$61.00	0.01%
2020141385	\$61.00	0.01%
2020141395	\$61.00	0.01%
2020141405	\$61.00	0.01%
2020141415	\$61.00	0.01%
2020141425	\$61.00	0.01%
2020142160	\$6,405.00	1.27%
2020143015	\$3,310.20	0.66%
2020143025	\$1,494.20	0.30%
2020143030	\$995.10	0.20%
2020143040	\$860.63	0.17%
2020143050	\$607.50	0.12%
2020143140	\$3,861.60	0.77%

2020143230	\$1,867.50	0.37%
2020143240	\$1,656.06	0.33%
2020143250	\$1,235.69	0.25%
2020144170	\$932.41	0.19%
2020144180	\$1,088.74	0.22%
2020144190	\$1,147.27	0.23%
2020144200	\$1,003.30	0.20%
2020144210	\$1,058.54	0.21%
2020144220	\$549.51	0.11%
2020144230	\$1,746.58	0.35%
2020144240	\$549.18	0.11%
2020144250	\$1,269.09	0.25%
2020144260	\$929.14	0.18%
2020144270	\$1,029.18	0.20%
2020144280	\$934.30	0.19%
2020144290	\$836.34	0.17%
2020144300	\$962.09	0.19%
2020145010	\$3,400.50	0.68%
2020145030	\$1,197.35	0.24%
2020145050	\$1,760.61	0.35%
2020145060	\$1,156.58	0.23%
2020145100	\$0.00	0.00%
2020145110	\$1,635.00	0.33%
2020145120	\$825.00	0.16%
2020145130	\$1,527.00	0.30%
2020145140	\$1,455.00	0.29%
2020145190	\$825.00	0.16%
2020145200	\$795.00	0.16%
2020145210	\$694.65	0.14%
2020145220	\$4,676.54	0.93%
2020145230	\$1,174.62	0.23%
2020145240	\$1,301.25	0.26%
2020146010	\$1,897.50	0.38%
2020146020	\$1,098.75	0.22%
2020146030	\$1,031.25	0.21%
2020146040	\$727.50	0.14%
2020146050	\$930.00	0.19%
2020146070	\$1,309.76	0.26%
2020146080	\$761.25	0.15%
2020146090	\$592.50	0.12%
2020146100	\$997.50	0.20%
2020146110	\$592.50	0.12%
2020146120	\$592.50	0.12%
2020146130	\$862.50	0.17%
2020146140	\$2,693.48	0.54%
2020146150	\$1,400.93	0.28%
2020146180	\$2,235.57	0.45%
2020146190	\$592.50	0.12%
2020146200	\$592.50	0.12%

OXNARD DOWNTOWN MANAGEMENT DISTRICT – MANAGEMENT DISTRICT PLAN

2020146210	\$592.50	0.12%
2020146220	\$4,793.28	0.95%
2020380015	\$61.00	0.01%
2020380025	\$61.00	0.01%
2020380035	\$61.00	0.01%
2020380045	\$61.00	0.01%
2020380055	\$61.00	0.01%

2020380065	\$61.00	0.01%
2020380075	\$61.00	0.01%
2020380085	\$61.00	0.01%
2020380095	\$61.00	0.01%
2020380105	\$61.00	0.01%
2020380115	\$61.00	0.01%
2020380125	\$61.00	0.01%

APPENDIX 2

ODMD BOUNDARY MAP

OXNARD DOWNTOWN MANAGEMENT DISTRICT – MANAGEMENT DISTRICT PLAN



ATTACHMENT 1



OXNARD DOWNTOWN MANAGEMENT DISTRICT RENEWAL

ASSESSMENT ENGINEER’S REPORT

*Being Renewed for a 5 Year Term Pursuant to
California Streets and Highways Code Section 36600 et seq.
Property & Business Improvement District Act of 1994, as amended*

*Prepared by
Edward V. Henning
California Registered Professional Engineer # 26549
Edward Henning & Associates*

JANUARY 31, 2019

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ASSESSMENT ENGINEER’S REPORT

To Whom It May Concern:

I hereby certify to the best of my professional knowledge and experience that each of the identified benefiting properties located within the proposed Oxnard Downtown Management District ("ODMD") being renewed for a five (5) year term will receive a special benefit over and above the benefits conferred on the public at large and that the amount of the proposed assessment is proportional to, and no greater than the benefits conferred on each respective property.

Prepared by Edward V. Henning, California Registered Professional Engineer # 26549



A handwritten signature in blue ink, appearing to read "Edward V. Henning", written over a horizontal line.

RPE #26549

January 31, 2019

Edward V. Henning

Date

(NOT VALID WITHOUT SIGNATURE AND CERTIFICATION SEAL HERE)

Introduction

This report serves as the “detailed engineer’s report” required by Section 4(b) of Article XIID of the California Constitution (Proposition 218) to support the benefit property assessments to be levied within the proposed ODMD in the City of Oxnard, California being renewed for a five (5) year term. The discussion and analysis contained within this Report constitutes the required “nexus” of rationale between assessment amounts levied and special benefits derived by real properties within the proposed renewed ODMD.

Background

The ODMD is a property-based benefit assessment type district being renewed for a five (5) year term pursuant to Section 36600 et seq. of the California Streets and Highways Code (as amended), also known as the Property and Business Improvement District Law of 1994 (the “Act”). Due to the benefit assessment nature of assessments levied within a property and business improvement district (“PBID”), district program costs are to be distributed amongst all identified benefiting properties based on the proportional amount of special program benefit each property is expected to derive from the assessments levied. Within the Act, frequent references are made to the concept of relative “benefit” received from PBID programs and activities versus amount of assessment paid. Only those properties expected to derive special benefits from PBID funded programs and activities may be assessed and only in an amount proportional to the relative special benefits expected to be received.

Supplemental Article XIID Section 4(b) California Constitution

Proposition 218 Procedures and Requirements

Proposition 218, approved by the voters of California in November of 1996, adds a supplemental array of procedures and requirements to be carried out prior to levying a property-based assessment like the ODMD. These requirements are in addition to requirements imposed by State and local assessment enabling laws. These requirements were “chaptered” into law as Article XIID Section 4(b) of the California Constitution.

Since Article XIID provisions will affect all subsequent calculations to be made in the final assessment formula for the ODMD, these supplemental requirements will be taken into account. The key provisions of Article XIID along with a description of how the ODMD complies with each of these provisions are delineated below.

(Note: All section references below pertain to Article XIII of the California Constitution):

Finding 1. From Section 4(a): “Identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed”.

Setting:

The proposed renewed ODMD is centrally located in the center of Oxnard and centered along A Street from Second Street to Eighth Street. ODMD is bounded roughly by Second Street on the north, the Railroad tracks on the east, Eighth Street on the south and C and D Streets on the west. There is one benefit zone within ODMD (See attached map in Appendix 2).

General Boundary Description

ODMD includes 404 parcels of which 400 are identified assessed parcels in a 30 block area of

Historic Downtown Oxnard. The property uses within the boundaries of the proposed renewed ODMD which will receive special benefits from PBID funded programs and services are currently a unique mix of retail, restaurant, service, office, government, residential and parking. ODMD boundaries were selected to incorporate the core Downtown parcels and businesses. There is one benefit zone within the proposed renewed District

Detailed Boundary Description

More specifically, the ODMD is described as follows:

Beginning at the intersection of the centerlines of Second Street and D Street; thence east along said centerline of Second Street to the east property line of Oxnard Boulevard; thence north along said east property line of Oxnard Boulevard to the tangent intersection point with the west property line of the railroad right of way; thence southeast and south along said west property line of the railroad right of way to the centerline of Fifth Street; thence west along said centerline of Fifth Street to the prolongation of the east property line of the public alley lying east of and parallel to Meta Street; thence south along said east property line of said public alley to the centerline of Seventh Street; thence west along said centerline of Seventh Street to the east property line of parcel APN 202-0-360-110; thence south along said east property line of said parcel APN 202-0-360-110 to the south property line of said parcel APN 202-0-360-110; thence west along said south property line of said parcel APN 202-0-360-110 to the west property line of said parcel APN 202-0-360-110; thence north along said west property line of said parcel APN 202-0-360-110 to the centerline of Seventh Street; thence west along said centerline of Seventh Street to the centerline of Oxnard Boulevard; thence south along said centerline of Oxnard Boulevard to the centerline of Eighth Street; thence west along said centerline of Eighth Street to the centerline of D Street; thence north along said centerline of D Street to the centerline of Seventh Street; thence east along said centerline of Seventh Street to the prolongation of the west property line of the public alley lying east of and parallel to D Street; thence north along said west property line of said public alley to the centerline of Third Street; thence west along said centerline of Third Street to the centerline of D Street; thence north along said centerline of D Street to the point of beginning.

Benefit Zones

There is one benefit zone within the proposed renewed District.

District Boundary Rationale

The ODMD boundaries are comprised of the commercial core parcels where the main economic activity of Historic Downtown Oxnard is centered. The commercial parcels included in the District are the heart of the commercial core of Downtown Oxnard. These parcels showcase a unique array of pedestrian oriented uses - retail, restaurant, service, office, government, residential and parking that form what is considered the “cohesive commercial fabric” of the ODMD.

The District boundaries were chosen to generally include non-residential parcels that comprise the commercial core that attracts pedestrians and visitors to Downtown Oxnard. Businesses adjacent to the north, south and east of ODMD are not part of the District's commercial pedestrian core and have different marketing needs than those in the ODMD. These outside commercial parcels and uses require different services than those in the ODMD and would not specially benefit from the increased pedestrian oriented programs, services and improvements offered by the ODMD. Therefore, they have not been included within the ODMD boundaries.

Surrounding parcels to the north, south and west that are zoned solely residential and/or with residential uses have not been included within the boundaries of the PBID. The Property and Business Improvement District Law of 1994, California Streets & Highway Code § 36632 states, “Properties zoned solely for residential use..... are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment”. For these reasons, no residentially zoned parcels or residential uses north, south or west of the District are included in the ODMD boundaries. These parcels will not specially benefit from the PBID programs, improvements and services which are designed to improve commerce and economic vitality of assessed parcels.

A list of all parcels included in the proposed renewed ODMD is shown as Appendix 1, attached to this Report identified by their respective Ventura County assessor parcel number. The boundary of the proposed renewed ODMD is shown on the map of the proposed renewed ODMD attached as Appendix 2 to this Report.

All identified assessed parcels within the above-described boundaries shall be assessed to fund supplemental special benefit programs, services and improvements as outlined in this Report and in the Management District Plan. All ODMD funded services, programs and improvements provided within the above described boundaries shall confer special benefit to identified assessed parcels inside the District boundaries and none will be provided outside of the District. Each assessed parcel within ODMD will proportionately specially benefit from the District funded programs and services (i.e. maintenance, safety, image enhancement, streetscape beautification and operations). These services, programs and improvements are intended to improve commerce, employment, rents and occupancy rates and investment viability of individually assessed parcels and businesses on them within ODMD.

District services, activities and programs confer special benefits on each and every individually assessed parcel by reducing crime, improving aesthetics and marketing goods and services available from individually assessed parcels and the businesses on them within the District, all considered necessary in a competitive properly managed business district. All District funded services programs and improvements are considered supplemental, above normal base level services provided by the City of Oxnard and are only provided for the special benefit of assessed parcels within the boundaries of the proposed renewed ODMD.

The District includes 404 parcels of which 400 are identified as assessable within one Benefit Zone and which are listed in the Assessment Roll included as Appendix 1. For further information, a District Boundary Map is included as Appendix 2.

Finding 2. From Section 4(a): “Separate general benefits (if any) from the special benefits conferred on parcel(s). Only special benefits are assessable. “

QUANTITATIVE BENEFIT ANALYSIS

As stipulated in Article XIID Section 4(b) of the California Constitution, assessment district programs and activities confer a combination of general and special benefits to properties, but the only program benefits that can be assessed are those that provide special benefit to the assessed properties. For the purposes of this analysis, a “general benefit” is hereby defined as: “A benefit to properties in the area and in the surrounding community or benefit to the public in general resulting from the improvement, activity, or service to be provided by the assessment levied”. “Special benefit” as defined by the California State Constitution means a distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.

The property uses within the boundaries of the District that will receive special benefits from District funded programs and services are currently a unique mix of retail, restaurant, service, office, banking and commercial parking.. Services, programs and improvements provided and funded by the District (i.e. maintenance, safety, image enhancement, streetscape beautification and operations) are designed to provide special benefits to identified assessed parcels and the array of land uses within the boundaries of the ODMD as described in the Work Plan Details starting on page 10 of this Report.

The proposed renewed District programs, improvements and services and Year 1 – 2020 budget allocations are shown in the Table below:

Year 1 – 2020 District Special Benefit Budget (Assessment Revenue Only)

WORK PLAN CATEGORY	ALLOCATION	%
MAINTENANCE	\$177,877	35%
SAFETY	\$105,000	21%
IMAGE ENHANCEMENT	\$25,690	5%
BEAUTIFICATION	\$48,300	10%
OPERATIONS	*\$145,490	29%
TOTAL	\$502,357	100%

* Note: \$77,121 of Operations budget is expended directly on management of all other work plan elements.

The special benefits conferred on assessed parcels within the ODMD are particular and distinct to each and every identified assessed parcel within the ODMD and are not provided to non-assessed parcels outside of the ODMD. These programs, services and improvements will only be provided to each individual assessed parcel within the District boundaries and, in turn, confer proportionate “special benefits” to each assessed parcel.

In the case of the ODMD, the very nature of the purpose of this ODMD is to fund supplemental programs, services and improvements to assessed parcels within the District boundaries above and beyond what is being currently funded either via normal tax supported methods or other funding sources. The City of Oxnard does not provide these programs and services. All benefits derived from the assessments to be levied on assessed parcels within the District are for services, programs and improvements directly benefiting each individual assessed parcel within the District. No District

funded services, activities or programs will be provided outside of the District boundaries.

While every attempt is made to provide District services and programs to confer benefits only to those identified assessed parcels within the District, the California State Constitution was amended via Proposition 218 to stipulate that general benefits exist, either by design or unintentional, in all assessment districts and that a portion of the program costs must be considered attributable to general benefits and assigned a value. General benefits cannot be funded by assessment revenues. General benefits might be conferred on parcels within the ODMD, or “spillover” onto parcels surrounding the ODMD, or to the public at large who might be passing through the ODMD with no intention of transacting business within the ODMD or interest in the ODMD itself.

Empirical assessment engineering analysis throughout California has found that general benefits within a given business improvement district tend to range from 2-6% of the total costs. There are three methods that have been used by this Engineer for determining general and special benefit values within assessment districts:

- (1) The parcel by parcel allocation method
- (2) The program/activity line item allocation method, and
- (3) The composite district overlay determinant method.

A majority of PBIDs in California for which this Assessment Engineer has provided assessment engineering services since the enactment of Proposition 218, (Article XIII D Section 4(b) of the California Constitution) have used Method #3, the composite district overlay determinant method which will be used for the ODMD. This method of computing the value of general benefit involves a composite of three distinct types of general benefit – general benefit to assessed parcels within the ODMD, general benefit to the public at large within the ODMD and general benefit to parcels outside the ODMD.

General Benefit – Assessed Parcels within District

ODMD funded programs are narrowly designed and carefully implemented to specially benefit the assessed District parcels and are only provided for the special benefit to each and every assessed parcel within the District. It is the opinion of this Engineer, based on over 30 years of professional assessment engineering experience, that nearly 100% of benefits conferred on assessed parcels within the District are distinct and special but in the case of the ODMD, it is projected that there are 0.25% general benefits conferred on these assessed parcels. This high ratio of special benefits to general benefits is because the ODMD funded programs and services are specially geared to the unique needs of each assessed parcel within the ODMD and are directed specially only to these assessed parcels within the ODMD. This concept is further reinforced by the proportionality of special benefits conferred on each assessed parcel within the District as determined by the special benefit assessment formula as it is applied to the unique and varying property characteristics of each assessed parcel. The computed 0.25% general benefit value on the 400 assessed parcels within the ODMD equates to \$1,256 or $(.25\% \times \$502,357)$.

General Benefit – Public At Large

While the ODMD funded programs are narrowly designed and carefully implemented to specially benefit the assessed District properties and are only provided for the special benefit to each and every

assessed parcel within the District, these District funded programs may also provide an incidental general benefit to the public at large within the District. Assessment Engineering experience in California has found that generally well over 95% of people moving about within PBID boundaries are engaged in business related to assessed parcels and businesses contained on them within the PBID, while the public at large “just passing through” is typically much less than 5%. Based on this experience curve and the focused nature of the proposed ODMD funded programs and over 30 years of assessment engineering experience, it is the opinion of this Engineer that general benefit factors for each of the District funded special benefit program element costs that might provide an immediate general benefit to the public at large are as shown in the chart below. These factors are applied to each program element costs in order to compute the dollar and percent value of general benefits to the public at large. The total dollar value of this general benefit type equates to \$5,340 as delineated in the following chart:

GENERAL BENEFITS TO “PUBLIC AT LARGE”

	A	B	C	E
Program Element	Dollar Allocation	General Benefit Percent	General Benefit Factor	General Benefit Value (A x C)
MAINTENANCE	\$177,877	1.50%	0.0150	\$2,668
SAFETY	\$105,000	1.50%	0.0150	\$1,575
IMAGE ENHANCEMENT	\$25,690	0.50%	0.0050	\$128
BEAUTIFICATION	\$48,300	0.50%	0.0050	\$242
OPERATIONS	\$145,490	0.50%	0.0050	<u>\$727</u>
Total	\$502,357			\$5,340

Spillover General Benefits to Parcels Outside of District

While District programs and services will not be provided directly to parcels outside the District boundaries, it is reasonable to conclude that District services may confer an indirect general benefit on parcels immediately adjacent to the District boundaries. An inventory of the District boundaries finds that the District is surrounded by 63 parcels, of which 12 are commercial uses and 51 are residential or public uses adjacent to or across a street or alley from the proposed renewed ODMD. There are 3 non-identified (i.e. not assessed) exempt parcels within the proposed renewed ODMD.

The 63 parcels outside the District boundaries adjacent to or across streets or alleys from assessed parcels within the District as well as the 3 non-identified, non-assessed parcels within the District can reasonably be assumed to receive some indirect general benefit as a result of PBID funded programs, services and improvements. Based on over 30 years of assessment engineering experience, it is the opinion of this Engineer that a benefit factor of 1.0 be attributed to the 400 identified assessed parcels within the District; a benefit factor of 0.05 be attributed to general benefits conferred on the 21 commercial parcels adjacent to or across a street or alley from the proposed renewed ODMD as well as the 3 non-assessed parcels within the ODMD; and a benefit factor of 0.01 be attributed to general benefits conferred on the 51 residential and public parcels adjacent to or across a street or alley from the proposed renewed ODMD. The cumulative dollar value of this general benefit type equates to

\$1,583 (\$942+ \$641) as delineated in the Table below.

“Spillover” General Benefits

Parcel Type	Quantity	Benefit Factor	Benefit Units	Benefit Percent	Benefit Value
Assessed Parcels In	400	1.00	400.00	99.6860%	\$502,357
Commercial Perimeter Parcels Out; Non-Assessed In	15	0.05	0.75	0.1869%	\$942
Other Perimeter Parcels Out	51	0.01	0.51	<u>0.1271%</u>	<u>\$641</u>
TOTAL			401.26	100.00%	\$503,939

Composite General Benefit

Based on the general benefit values delineated in the three sections above, the total value of general benefits conferred on assessed parcels within the District, the public at large and parcels outside the District equates to \$8,179 (\$1,256 + 5,340 + 1,583) or 1.6% of the total adjusted costs. This leaves a value of 98.4% assigned to special benefit related costs. The general benefit value of \$8,179 when added to the special benefit value of \$502,357 (Year 1 –2020 assessments) equates to a total adjusted Year 1 – 2020 program cost of \$510,536. Remaining costs that are attributed to general benefits, will need to be derived from other sources. A comparison of special and general benefit funding sources is shown in the Table below.

Special and General Benefit Revenue Sources

Revenue Source	Revenue	% of Total
District Assessments	\$502,357	98.40 %
Grants, donations, sponsors, program income, etc.	\$8,179	1.60%
TOTAL	\$510,536	100.0%

A breakdown of projected special and general benefit costs for each year of the 5-year renewal term is shown in the following Table:

5 Year Special + General Benefit Costs

YR	PROGRAM CATEGORY	SPECIAL BENEFIT ASSESSMENT COSTS	GENERAL BENEFIT NON- ASSESSMENT COSTS	TOTAL ADJUSTED COSTS	% OF TOTAL
1	MAINTENANCE	\$177,877	\$2,862	\$180,739	35%
	SAFETY	\$105,000	\$1,718	\$106,718	21%
	IMAGE ENHANCEMENT	\$25,690	\$409	\$26,099	5%
	BEAUTIFICATION	\$48,300	\$818	\$49,118	10%
	OPERATIONS	<u>\$145,490</u>	<u>\$2,372</u>	<u>\$147,862</u>	<u>29%</u>
	Total	\$502,357	\$8,179	\$510,536	100%
2	MAINTENANCE	\$181,435	\$2,919	\$184,354	29%
	SAFETY	\$107,100	\$1,752	\$108,852	30%
	IMAGE ENHANCEMENT	\$26,204	\$417	\$26,621	14%
	BEAUTIFICATION	\$49,266	\$834	\$50,100	23%
	OPERATIONS	<u>\$148,400</u>	<u>\$2,419</u>	<u>\$150,819</u>	<u>4%</u>
	Total	\$512,405	\$8,341	\$520,746	100%
3	MAINTENANCE	\$185,064	\$2,977	\$188,041	29%
	SAFETY	\$109,242	\$1,787	\$111,029	30%
	IMAGE ENHANCEMENT	\$26,728	\$425	\$27,153	14%
	BEAUTIFICATION	\$50,251	\$851	\$51,102	23%
	OPERATIONS	<u>\$151,368</u>	<u>\$2,467</u>	<u>\$153,835</u>	<u>4%</u>
	Total	\$522,653	\$8,507	\$531,160	100%
4	MAINTENANCE	\$188,765	\$3,037	\$191,802	29%
	SAFETY	\$111,427	\$1,823	\$113,250	30%
	IMAGE ENHANCEMENT	\$27,263	\$434	\$27,697	14%
	BEAUTIFICATION	\$51,256	\$868	\$52,124	23%
	OPERATIONS	<u>\$154,395</u>	<u>\$2,516</u>	<u>\$156,911</u>	<u>4%</u>
	Total	\$533,106	\$8,678	\$541,784	100%
5	MAINTENANCE	\$192,540	\$3,098	\$195,638	29%
	SAFETY	\$113,656	\$1,859	\$115,515	30%
	IMAGE ENHANCEMENT	\$27,808	\$443	\$28,251	14%
	BEAUTIFICATION	\$52,281	\$885	\$53,166	23%
	OPERATIONS	<u>\$157,483</u>	<u>\$2,566</u>	<u>\$160,049</u>	<u>4%</u>
	Total	\$543,768	\$8,851	\$552,619	100%

DISTRICT WORK PLAN

Overview

The Programs and activities to be funded by the ODMD include maintenance, safety, image enhancement, streetscape beautification and operations. The property uses within the boundaries of the District that will receive special benefits from District funded programs, services and improvements are currently a unique mix of retail, restaurant, service, office, government, residential and parking. District funded activities are primarily designed to provide special benefits as described below to identified assessed parcels and array of land uses within the boundaries of the District.

These benefits are particular and distinct to each and every identified assessed parcel within the ODMD and are not provided to non-assessed parcels outside of the District. These programs, services and improvements will only be provided to each individual assessed parcel within the District boundaries and, in turn, confer proportionate "special benefits" to each assessed parcel.

In the case of the ODMD, the very nature of the purpose of this District is to fund supplemental programs, services and improvements to assessed parcels within the District boundaries above and beyond what is being currently funded either via normal tax supported methods or other funding sources. The City of Oxnard does not provide these supplemental programs and services. All benefits derived from the assessments to be levied on assessed parcels within the District are for services, programs and improvements directly benefiting each individual assessed parcel within the District. No District funded services, activities or programs will be provided outside of the District boundaries.

The projected program special benefit cost allocation of the District assessment revenues for the 5-year District term assuming a 2% maximum annual assessment rate increase is shown in the Table on page 15 of this Report.

WORK PLAN DETAILS

The services to be provided by the ODMD include maintenance, safety, image enhancement, streetscape beautification and operations. Each of these work plan elements are designed to contribute to the cohesive commercial fabric and to ensure economic success and vitality of the District. The assessed parcels in the PBID will specially benefit from the District programs in the form of increasing commerce and improving economic success and vitality through meeting the ODMD goals to maintain and improve the commercial core by providing services to attract customers in an effort to increase commerce, to increase building occupancy and lease rates.

The following programs, services and improvements are proposed by the ODMD to specially benefit each and every individually assessed parcel within the District boundaries. ODMD services, programs and improvements will not be provided to parcels outside the District boundary.

Maintenance

This work plan category includes regular maintenance of public areas adjacent to each assessed parcel for the special benefit of each identified and assessed parcel and land use within ODMD. The Maintenance work plan component includes:

- Clean Team 6-days per week
- litter and illegal dumping pickup

- graffiti and illegal sticker/poster removal
- check/empty 130+ sidewalk trash bins
- check, sweep, and secure trash enclosures
- removal of transient discards, including shopping carts, bio-waste
- sidewalk scrubbing/steam cleaning
- curb line block face sweeping
- tree pruning
- weed abatement
- visitor assistance

The Maintenance work plan component is designed to specially benefit and improve the aesthetic appeal of each identified and assessed parcel within the PBID and attract more customers, clients, employees, tenants and investors which potentially would increase business volumes, sales transactions, occupancies, rental income and attractiveness of investments. Maintenance services will only be provided for identified and assessed parcels located within the PBID boundaries.

The Maintenance work plan component (“Clean”) will assist in creating a clean environment for each assessed parcel in the District. A dirty environment deters commerce and may fail to attract patrons and visitors, and reduce commercial rents and commercial occupancies. For parcels with general commercial, retail, restaurant, office and commercial parking uses, this activity is designed to increase vehicular and pedestrian traffic, increase commerce and customer activity, attract and retain new business and patrons, and may increase commercial rents and commercial occupancies for the assessed parcels within the BID boundaries. In the case of assessed publicly owned parcels, District funded clean programs and services provide these parcels with enhanced facility entrances and perimeters and better public facilities in turn for their employees, visitors, vendors and users of these public facilities. Further, in the case of assessed residential use parcels, District funded clean programs and services are designed to improve the appearance of entrances and perimeters for the special benefit of each assessed residential parcel and in turn their tenants, visitors and owners, which, in turn, may increase occupancies and rental income. Each assessed parcel will specially benefit from the clean programs and services which will only be provided to, and for the direct benefit of, each identified assessed parcel within the District boundaries

Safety

This work plan category includes regular security of areas adjacent to each assessed parcel for the special benefit of each identified and assessed parcel and land use within ODMD. The Safety work plan component includes:

- daily bike & truck Safety Patrol
- loitering & trespassing subject removal
- Crime prevention awareness campaigns
- street light outage reporting and repair orders

The Safety work plan component is designed to specially benefit and improve the security of each identified and assessed parcel within the PBID and attract more customers, clients, employees,

tenants and investors which potentially would increase business volumes, sales transactions, occupancies, rental income and attractiveness of investments. Safety services will only be provided for identified and assessed parcels located within the PBID boundaries.

The Safety work plan component (“Safe”) will assist in creating a safe and secure environment for each assessed parcel in the District. An unsafe environment deters commerce and may fail to attract patrons and visitors, and reduce rents and occupancies. For parcels with general commercial, retail, restaurant, office and commercial parking uses, this activity is designed to increase vehicular and pedestrian traffic, increase commerce and customer activity, attract and retain new business and patrons, and may increase commercial rents and commercial occupancies for the assessed parcels within the BID boundaries. In the case of assessed publicly owned parcels, District funded safe programs and services provide these parcels with safer and enhanced facility entrances and perimeters and better public facilities in turn for their employees, visitors, vendors and users of these public facilities. Further, in the case of assessed residential use parcels, District funded safe programs and services are designed to improve the security of entrances and perimeters for the special benefit of each assessed residential parcel and in turn their tenants, visitors and owners, which, in turn, may increase occupancies and rental income. Each assessed parcel will specially benefit from the safe programs and services which will only be provided to, and for the direct benefit of, each identified assessed parcel within the District boundaries

Image Enhancement

This work plan category includes regular marketing and image enhancement programs and services for the special benefit of each identified and assessed parcel and land use within ODMD. The Image Enhancement work plan component includes:

- daily updated responsive website DowntownOxnard.org
- integrated social media promotion – Facebook, Instagram, Twitter, YouTube
- produced and sponsored live events (e.g. First Thursdays, Cruise Night, Halloween, etc.)
- district advertising, newsletters, press releases, media relations, original photo library
- Marketing Committee support for merchant coordinated promotions
- assist prospective businesses with referrals to leasable properties
- permit processing assistance

The Image Enhancement work plan component is designed to specially benefit and improve the image of each identified and assessed parcel within the PBID and attract more customers, clients, employees, tenants and investors which potentially would increase business volumes, sales transactions, occupancies, rental income and attractiveness of investments. Image Enhancement programs and services will only be provided for identified and assessed parcels located within the PBID boundaries.

For parcels with general commercial, retail, restaurant, office and commercial parking uses, Image Enhancement services and programs are specifically designed to attract more customers, employees, tenants and investors for the special benefit of assessed parcels as a result of marketing assessed parcels and the goods and services and spaces available on these assessed parcels. This in turn, is intended to increase business volumes, sales transactions, commercial occupancies, commercial rental income and investment return. In the case of publicly owned parcels that are assessed for these

programs, District funded Image Enhancement creates better public facilities and services on these assessed parcels by fostering better informed public employees, visitors, vendors and users of these public facilities. Further, in the case of residential use parcels, District funded Image Enhancement specially benefits each assessed residential parcel and creates better informed tenants, visitors and owners, which, in turn, enhance livability and may increase residential occupancies and rental income. Image Enhancement services and programs will only be provided to, and for the direct and special benefit of, each identified assessed parcel within the District.

Streetscape Beautification

This work plan category includes placement of and care for a variety of physical improvements and amenities within the public streetscape areas within ODMD for the special benefit of each identified and assessed parcel and land use within ODMD. The Streetscape Beautification work plan component includes:

- district-wide holiday streetlamp décor
- 162 sidewalk flower planters
- Historic Plaza Park hanging flower baskets
- public art – utility box painting and temporary murals
- street banner program (88 street poles)

The Streetscape Beautification work plan component is designed to specially benefit and improve the image of each identified and assessed parcel within the PBID and attract more customers, clients, employees, tenants and investors which potentially would increase business volumes, sales transactions, occupancies, rental income and attractiveness of investments. Streetscape Beautification improvements will only be provided for identified and assessed parcels located within the PBID boundaries.

For parcels with general commercial, retail, restaurant, office and commercial parking uses, Streetscape Beautification improvements are specifically designed and placed to attract more customers, employees, tenants and investors for the special benefit of assessed parcels as a result of aesthetically improving each assessed parcel within ODMD. This in turn, is intended to increase business volumes, sales transactions, commercial occupancies, commercial rental income and investment return. In the case of publicly owned parcels that are assessed for these improvements, District funded Streetscape Beautification creates enhanced public facilities and services on these assessed parcels for public employees, visitors, vendors and users of these public facilities. Further, in the case of residential use parcels, District funded Streetscape Beautification specially benefits each assessed residential parcel by creating an enhanced environment for tenants, visitors and owners, which, in turn, improve livability and may increase residential occupancies and rental income. Streetscape Beautification improvements will only be provided to, and for the direct and special benefit of, each identified assessed parcel within the District.

Operations

This work plan category includes professional management and related corporate operation costs of providing PBID funded services, programs and improvements for the special benefit of each identified and assessed parcel and land use within ODMD. The Operations work plan component includes:

- staff and full service office to manage PBID programs, projects, compliance reporting.
- full service office to assist property and business owners with District-related needs
- advocacy and representation of member interests on District issues and needs
- Organize “town hall” forums and advocacy on topics such as homeless solutions, Vision Plan

Operations also includes legal, accounting, insurance, production of the Annual Planning Report and Budget and quarterly reports, facilitation of meetings of the Owners’ Association, Brown Act compliance, outreach to District property and business owners, and participation in professional peer/best practice forums such as the California Downtown Association or the International Downtown Association. It also covers the costs associated with District renewal. A portion of the Operations budget is held in reserve to offset delinquent and/or slow assessment payments.

The Operations component is key to the proper expenditure of District assessment funds and the administration of District programs and activities for the special benefit of all parcels and land uses within the ODMD. The Administration work plan component exists only for the purposes of the District and directly relates to the implementation of Maintenance, Safety, Image Enhancement and Streetscape Beautification services, programs and improvements which specially benefit each identified assessed parcel within the District boundaries.

In summary, all District funded services, programs and improvements described above confer proportionate special benefits to identified assessed parcels inside the District boundaries and none will be provided outside of the District. Each assessed parcel within the ODMD will proportionately specially benefit from Maintenance, Safety, Image Enhancement, Streetscape Beautification and Operations. These services, programs and improvements are intended to improve commerce, employment, rents, occupancy rates and investment viability of assessed parcels and businesses within the ODMD by reducing crime, litter and debris, making capital improvements and professionally marketing goods, services and spaces available within the District, all considered necessary in a competitive properly managed contemporary business district. All District funded services programs and improvements are considered supplemental, above normal base level services provided by the City of Oxnard and are only provided for the special benefit of each and every assessed parcel within the boundaries of the ODMD.

WORK PLAN BUDGET

Each identified assessed parcel within the ODMD will be assessed the full amount of the proportionate special benefit conferred upon it based on the level of District funded services provided. The projected District program special benefit (assessment) cost allocation budget for Year 1 (2020), including the direct re-allocation of Operations cost to other Work Plan Categories is shown in the following Table:

ODMD Year 1 (2020) Special Benefit Assessment Budget

A	B	C	D	E	F
WORK PLAN CATEGORY	Yr. 1 Base Budget Allocations	Base % of Total	Allocation Adjustments From Operations	Yr. 1 Adjusted Budget Allocations (B+D)	Adjusted % of Total
MAINTENANCE	\$177,877	35%	\$28,811	\$206,688	41.1%
SAFETY	\$105,000	21%	\$18,624	\$123,624	24.6%
IMAGE ENHANCEMENT	\$25,690	5%	\$23,749	\$49,439	9.8%
BEAUTIFICATION	\$48,300	10%	\$5,937	\$54,237	10.8%
OPERATIONS	<u>\$145,490</u>	<u>29%</u>	(\$77,121)	<u>\$68,369</u>	<u>13.6%</u>
TOTAL	\$502,357	100%		\$502,357	100%

In order to carry out the District programs outlined in the previous section, a Year 1 assessment budget of \$502,357 is projected. Since the District is planned for a 5-year term, projected program costs for future years (Years 2-5) are set at the inception of the District. While future inflationary and other program cost increases are unknown at this point, a built in maximum increase of 2% per annum, commensurate to special benefits received by each assessed parcel, is incorporated into the projected program costs and assessment rates for the 5-year District term. It is noted that the 2% maximum annual rate increase is deemed necessary in order to offset substantial service and improvement cost increases projected over the next several years and to provide levels of service and types of improvements expected and requested by District stakeholders. Carryovers, if any, may be reapportioned the following year for related programs, services and improvements. Detailed annual budgets will be prepared by the Owner’s Association Board and included in an Annual Plan for the City Council’s review and approval.

It is recognized that market conditions may cause the cost of providing goods and services to fluctuate from year to year during the 5-year term of the proposed renewed District. Accordingly, the Owners’ Association shall have the ability to reallocate up to 10% of any budget line item within the budget categories based on such cost fluctuations subject to the review and approval by the Owners’ Association Board and included in the Annual Planning Report that will be approved by the Oxnard City Council pursuant to Streets and Highways Code Section 36650. Any accrued interest or delinquent payments may be expended in any budget category. A 5-year projected ODMD budget is shown in the following Table:

YEAR 1-5 PROJECED DISTRICT ASSESSMENT BUDGET SUMMARY (Special Benefit Costs)

(Assumes 2% max rate increase per year)

YR	MAINTENANCE	SAFETY	IMAGE ENHANCEMENT	STREETSCAPE BEAUTIFICATION	OPERATIONS	TOTAL
	35%	21%	5%	10%	29%	100%
1	\$177,877	\$105,000	\$25,690	\$48,300	\$145,490	\$502,357
2	\$181,435	\$107,100	\$26,204	\$49,266	\$148,400	\$512,405
3	\$185,064	\$109,242	\$26,728	\$50,251	\$151,368	\$522,653
4	\$188,765	\$111,427	\$27,263	\$51,256	\$154,395	\$533,106
5	\$192,540	\$113,656	\$27,808	\$52,281	\$157,483	\$543,768

The ODMD assessments may increase for each individual parcel each year during the 5-year effective operating period, but not to exceed 2% per year, commensurate to special benefits received by each assessed parcel, and must be approved by the Owners’ Association Board of Directors, included in the Annual Planning Report and adopted by the City of Oxnard City Council. Any accrued interest and delinquent payments will be expended within the budgeted categories. The Owners’ Association Board of the Directors (“Property Owner’s Association of the ODMD) shall determine the percentage increase to the annual assessment and the methodology employed to determine the amount of the increase. The Owners’ Association Executive Director shall communicate the annual increase to the City each year in which the District operates at a time determined in the Administration Contract held between the Owners’ Association and the City of Oxnard.

No bonds are to be issued in conjunction with the proposed renewed District.

Pursuant to Section 36671 of the Streets and Highways Code, any funds remaining after the 5th year of operation will be rolled over into the renewal budget or returned to stakeholders. District assessment funds may be used to pay for costs related to the following District renewal term. If the District is not renewed or terminated for any reason, unexpended funds will be returned to the property owners.

Finding 3. From Section 4(a): “(Determine) the proportionate special benefit derived by each parcel in relationship to the entirety of the.....cost of public improvement(s) or the maintenance and operation expenses.....or the cost of the property related service being provided.

Each identified assessed parcel within the district will be assessed based on property characteristics unique only to that parcel. Based on the specific needs and corresponding nature of the program activities to be funded by the proposed renewed ODMD (i.e. maintenance, safety, image enhancement, streetscape beautification and operations). It is the opinion of this Assessment Engineer that the assessment factors on which to base assessment rates relate directly to the proportionate amount of building area, land area and street frontage within one benefit zone, except as noted otherwise, herein.

The calculated assessment rates are applied to the actual measured parameters of each parcel and thereby are proportional to each and every other identified assessed parcel within the district. Larger buildings and parcels and/or ones with larger frontages are expected to impact the demand for services and programs to a greater extent than smaller building, land and/or street frontages and thus, are assigned a greater proportionate degree of assessment program and service costs. The proportionality is further achieved by setting targeted formula component weights for the respective parcel by parcel identified property attributes.

The proportionate special benefit cost for each parcel has been calculated based on proportionate formula components and is listed as an attachment to the Management District Plan and this Report. The individual percentages (i.e. proportionate relationship to the total special benefit related program and activity costs) is computed by dividing the individual parcel assessment by the total special benefit program costs.

Finding 4. From Section 4(a): “No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”

Not only are the proposed program costs reasonable due to the benefit of group purchasing and contracting which would be possible through the proposed renewed ODMD, they are also considerably less than other options considered by the ODMD Renewal Committee. The actual assessment rates for each parcel within the District directly relate to the level of service and, in turn, special benefit to be conferred on each parcel based on the respective building area, land area and street frontage of each parcel within one benefit zone, except as noted otherwise herein.

Finding 5. From Section 4(a): “Parcels.....that are owned or used by any (public) agency shall not be exempt from assessment.....”

The State Constitution - Article 13D (Proposition 218) states that “parcels within a District that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly-owned parcels in fact receive no special benefit.”

There are 153 publicly owned parcels within ODMD, of which 152 are identified and assessable for which District funded special benefit programs, services and improvements will be provided. All 152 of the assessed publicly owned parcels are owned by the City of Oxnard. It is noted that the only publicly owned parcel not being assessed is the United States Post Office parcel on A Street. The US Attorney General has opined that Federally owned properties are exempt from local taxes and benefit assessments in accordance with the Supremacy Clause of the US Constitution. As such, no direct PBID funded special benefit services, programs and improvements will be provided adjacent to this property.

For publicly owned parcels and facilities within ODMD, each of these parcels specially benefit from District funded programs services and improvements. The special benefits include cleaner and safer facility entrances and perimeters for their employees, visitors, vendors and other users of these public locations and facilities. Publicly owned parcels and facilities will be included in all maps, directories and District advertisements and web displays and are active components of Downtown Oxnard’s

identity and fabric.

ODMD services are designed to improve the safety and cleanliness for visitors, their employees and users of public facilities on publicly owned parcels within the District by reducing crime, litter and debris, each considered detractors to employment, visitation and use of public facilities if not contained and properly managed. In turn, these services will serve to enhance the public service levels provided by public facilities and parcels within ODMD.

Each identified and assessable publicly owned parcel and facility within ODMD will proportionately specially benefit as delineated herein from the ODMD funded supplemental services, programs and improvements, but differently than privately owned parcels. It is the opinion of this Assessment Engineer that publicly owned parcels and public facilities do not specially benefit to the same extent as privately owned parcels from PBID funded services, programs and improvements. To offset this special benefit differential, publicly owned parcels with public facilities on them will not be assessed for public building areas located on these parcels. Publicly owned parcels with non-government uses on them will be assessed for building areas not occupied by government uses and facilities.

There is no compelling evidence that these identified assessable publicly owned parcels and facilities would not proportionately specially benefit from ODMD funded programs, services and improvements as delineated herein and, thus, will be assessed similar to privately owned parcels, except as noted herein.

Finding 6. From Section 4(b): “All assessments must be supported by a detailed engineer’s report prepared by a registered professional engineer certified by the State of California”.

This report serves as the “detailed engineer’s report” to support the benefit property assessments proposed to be levied within the proposed renewed ODMD.

Finding 7. From Section 4(c): “The amount of the proposed assessment for each parcel shall be calculated (along with) the total amount thereof chargeable to the entire district, the duration of such payments, the reason for such assessment and the basis upon which the amount of the proposed assessment was calculated.”

The individual and total parcel assessments attributable to special property benefits are shown in Appendix 1 to the Management District Plan and this Report. The proposed renewed District and resultant assessment levies will continue for 5-years and may be renewed again at that time. The reasons (purposes) for the proposed assessments are outlined in Finding 2 above as well as in the Management District Plan. The calculation basis of the proposed assessment is attributed to building area, land area and street frontage, except as otherwise noted herein.

Assessment Formula Methodology

Step 1. Select “Basic Benefit Unit(s)”

Background - Assessment Formula Development

The method used to determine special benefits derived by each identified assessed property within a PBID begins with the selection of a suitable and tangible basic benefit unit. For property related services, such as those proposed in the ODMD, the benefit unit may be measured in linear feet of street frontage or parcel size in square feet or building size in square feet or any combination of these factors. Factor quantities for each parcel are then measured or otherwise ascertained. From these figures, the amount of benefit units to be assigned to each property can be calculated. Special circumstances such as unique geography, land uses, development constraints etc. are carefully reviewed relative to specific programs and improvements to be funded by the PBID in order to determine any levels of different benefit that may apply on a parcel-by-parcel or categorical basis.

Based on the factors described above such as geography and nature of programs and activities proposed, an assessment formula is developed which is derived from a singular or composite basic benefit unit factor or factors. Within the assessment formula, different factors may be assigned different “weights” or percentage of values based on their relationship to programs/services to be funded.

Next, all program and activity costs, including incidental costs, District administration and ancillary program costs, are estimated. It is noted, as stipulated in Article XIID Section 4(b) of the California Constitution, and now required of all property-based assessment Districts, indirect or general benefits costs may not be incorporated into the assessment formula and levied on the District properties; only direct or “special” benefits and costs may be considered. Indirect or general benefit costs, if any, must be identified and, if quantifiable, calculated and factored out of the assessment cost basis to produce a “net” cost figure. In addition, Article XIID Section 4(b) of the California Constitution also no longer automatically exempts publicly owned property from being assessed unless the respective public agency can provide clear and convincing evidence that their property does not specially benefit from the programs and services to be funded by the proposed special assessments. If special benefit is determined to be conferred upon such properties, they must be assessed in proportion to special benefits conferred in a manner similar to privately owned property assessments. (See page 17 of this Report for discussion regarding assessment of publicly owned parcels within the ODMD).

From the estimated net program costs, the value of a basic benefit unit or “basic net unit cost” can be computed by dividing the total amount of estimated net program costs by the total number of benefit units. The amount of assessment for each parcel can be computed at this time by multiplying the Net Unit Cost times the number of Basic Benefit Units per parcel. This is known as “spreading the assessment” or the “assessment spread” in that all costs are allocated proportionally or “spread” amongst all benefitting properties within the PBID.

The method and basis of spreading program costs varies from one PBID to another based on local geographic conditions, types of programs and activities proposed, and size and development complexity of the district.

ODMD Assessment Formula

Based on the specific needs and corresponding nature of the program activities to be funded by the proposed renewed ODMD (i.e. maintenance, safety, image enhancement, streetscape beautification and operations) it is the opinion of this Assessment Engineer that the assessment factors on which to base assessment rates relate directly to the proportionate amount of building area, land area and street frontage within one benefit zone except as noted herein.

The “Basic Benefit Units” will be expressed as a combined function of gross building square footage (Benefit Unit “A”), land square footage (Benefit Unit “B”), street frontage (Benefit Unit “C”) and in the case of residential parcels – number of units (Benefit Unit “D”). Based on the shape of the proposed ODMD, as well as the nature of the District program elements, it is determined that all identified properties will gain a direct and proportionate degree of special benefit based on the respective amount of building area, land area and street frontage within one benefit zone, except as noted herein.

For the array of land uses within the PBID, the interactive application of building and land areas and street frontage quantities are a proven method of fairly and equitably spreading special benefit costs to these beneficiaries of PBID funded services, programs and improvements. Each of these factors directly relates to the degree of special benefit each assessed parcel will receive from PBID funded activities. There are no parcels zoned solely residential within ODMD.

Building area is a direct measure of the static utilization of each parcel and its corresponding impact or draw on PBID funded activities. In the opinion of this Assessment Engineer, the targeted weight of this factor, building area, should generate approximately 25% of the total PBID revenue (26.40373% when adjusted for precise parcel measurements and program costs).

Land area is a direct measure of the current and future development capacity of each parcel and its corresponding impact or draw on PBID funded activities. In the opinion of this Assessment Engineer, the targeted weight of this factor, land area, should generate approximately 45% of the total PBID revenue (43.52662% when adjusted for precise parcel measurements and program costs).

Street Frontage is a direct measure of the current and future development capacity of each parcel and its corresponding impact or draw on PBID funded activities. Street frontage includes all public street frontages of a parcel. In the opinion of this Assessment Engineer, the targeted weight of this factor, street frontage, should generate approximately 27% of the total PBID revenue (27.50753% when adjusted for precise parcel measurements and program costs).

Residential Units (number of) is a direct measure of the static utilization of each parcel and its corresponding impact or draw on PBID funded activities. In the opinion of this Assessment Engineer, the targeted weight of this factor, residential unit, should generate approximately 3% of the total PBID revenue (2.56212% when adjusted for precise parcel measurements and program costs).

Special Circumstances

1. Residential Condominiums

It is the opinion of this Assessment Engineer that land area and street frontage quantities do not relate precisely to the building orientation and configurations of multi-unit and/or multi floor residential condominium complexes. Thus, it is the opinion of this Engineer that the assessment for residential

condominiums shall be based on a living unit rate which is a proven method of fairly and equitably spreading special benefit costs to these unique property ownerships and land uses. This assessment factor directly relates to the proportionate amount of special benefit each residential condominium parcel will receive from ODMD funded services, programs and improvements for this land use.

2. Other Residential Units

It is the opinion of this Engineer that the assessment for all other residential units shall be based on a living unit rate which is a proven method of fairly and equitably spreading special benefit costs to these land uses. This assessment factor directly relates to the proportionate amount of special benefit each residential unit will receive from ODMD funded services, programs and improvements for this land use.

3. Commercial Condominiums

It is the opinion of this Engineer that such units, if and when built, when located on ground floors shall be assessed based on actual land area covered, condo building area and direct street frontage or pro-rated street frontage as determined by the Assessment Engineer for each unit. Upper floor commercial condominiums shall be assessed on condo building area and pro-rated land area and street frontage as determined by the Assessment Engineer.

4. Publicly Owned/Occupied Parcels

Each identified and assessable publicly owned parcel and facility within ODMD will proportionately specially benefit as delineated herein from the ODMD funded supplemental services, programs and improvements, but differently than privately owned parcels. It is the opinion of this Assessment Engineer that publicly owned parcels and public facilities do not specially benefit to the same extent as privately owned parcels from PBID funded services, programs and improvements. To offset this special benefit differential, publicly owned parcels with public facilities on them will not be assessed for public building areas located on these parcels. Publicly owned parcels with non-government uses on them will be assessed for building areas not occupied by government uses and facilities.

It is noted that the only publicly owned parcel not being assessed is the United States Post Office parcel on A Street. The US Attorney General has opined that Federally owned properties are exempt from local taxes and benefit assessments in accordance with the Supremacy Clause of the US Constitution. As such, no direct ODMD funded special benefit services, programs and improvements will be provided adjacent to or for the special benefit of this property.

5. Non-Profit Owned and Occupied Parcels

Each identified and assessable non-profit owned parcel and use within ODMD will proportionately specially benefit as delineated herein from the ODMD funded supplemental services, programs and improvements, but differently than other privately owned parcels. It is the opinion of this Assessment Engineer that non-profit owned parcels and uses do not specially benefit to the same extent as other privately owned parcels from PBID funded services, programs and improvements. To offset this special benefit differential, non-profit owned parcels with non-profit uses on them will not be assessed for non-profit used building areas located on these parcels. Non-profit owned parcels with for-profit uses on them will be assessed for building areas not occupied by non-profit uses.

6. Non-Profit Places of Worship Parcels

Each Non-Profit owned parcel with “Place of Worship” use(s) on them do not, based on a finding of the Oxnard City Council, specially benefit from the ODMD funded supplemental services, programs

and improvements. Therefore, Non-Profit owned parcels with Places of Worship use(s) on them shall not be assessed for ODMD funded services, programs and improvements. Accordingly, no direct or tangent ODMD funded services, programs or improvements shall be provided for the special benefit of these ownership and land use types.

7. Changes to Building or Parcel Size

Any changes in building size, parcel size and street frontage(s) as a result of new construction or demolition or land adjustments including but not limited to lot splits, consolidations, subdivisions, street dedications, right of way setbacks shall have their assessment adjusted upon final City approval of such parcel adjustments.

8. Other Future Development

Other than future maximum rates and the assessment methodology delineated in this Report, per State Law (Government Code Section 53750), future assessments may increase for any given parcel if such an increase is attributable to events other than an increased rate or revised methodology, such as a change in the density, intensity, or nature of the use of land. Any change in assessment formula methodology or rates other than as stipulated in this Plan would require a new Proposition 218 ballot procedure in order to approve any such changes.

Step 2. Quantify Total Basic Benefit Units

Taking into account all identified specially benefiting parcels within the District and their respective assessable benefit units, the rates, cumulative quantities and assessment revenues by factor are shown in the following Tables:

Year 1 – 2019/2020 - Assessable Benefit Units

ASSESSABLE BLDG AREA (SF)	ASSESSABLE LAND AREA (SF)	ASSESSABLE STREET FRONTAGE (LF)	ASSESSABLE R UNITS	# OF ASSESSABLE PARCELS	# OF NON- RESIDENTIAL ASSESSABLE PARCELS
982,528	2,751,617	30,708	211	400	349

Year 1 – 2019/20 Projected Assessment Revenue

BLDG ASSMT REVENUE	LAND 1 ASSMT REVENUE	LAND 2 ASSMT REVENUE	STREET FRONTAGE ASSMT REVENUE	R UNIT ASSMT REVENUE	SUBTOTAL ASSMT REVENUE
\$132,641	\$136,110	\$82,549	\$138,186	\$12,871	\$502,357
26.40373%	27.09428%	16.43234%	27.50753%	2.56212%	100.00%

Step 3. Calculate Benefit Units for Each Property.

The number of Benefit Units for each identified benefiting parcel within the proposed renewed ODMD was computed from data extracted from County Assessor records and maps. These data

sources delineate current land uses, building areas, property areas and dimensions of record for each tax parcel. While it is understood that this data does not represent legal field survey measurements or detailed title search of recorded land subdivision maps or building records, it does provide an acceptable basis for the purpose of calculating property-based assessments. All respective property data being used for assessment computations will be provided to each property owner in the District for their review. If a property owner believes there is an error on a parcel’s assessed footages, the District may confirm the data with the County Assessor’s office. If District data matches Assessor’s data, the property owner may opt to work with the Assessor’s office to correct the data so that the District assessment may be corrected.

Step 4. Determine Assessment Formula

Based on the nature of the programs to be funded as well as other rationale outlined in Step 1 above, it is the opinion of this Engineer that the ODMD assessments will be based on building area, land area, and street frontage except as otherwise noted herein.

The proposed assessment formula is as follows:

Assessment = Building Area (Unit A) Sq Ft x Unit A Rate, plus
Land Area (Unit B) Sq Ft x Unit B Rate, plus
Street Frontage (Unit C) Lin Ft x Unit C Rate

Residential Units = # of Residential Units (Unit D) x Unit D Rate

YEAR 1 –2019/20 Assessment Rates

BLDG ASSMT RATE (\$/SF)	LAND ASSMT RATE 1 (\$/PARCEL)	LAND ASSMT RATE 2 (\$/SF)	FRONTAGE ASSMT RATE (\$/LF)	R UNIT ASSMT RATE (\$/UNIT)
\$0.135	\$390	\$0.03	\$4.50	\$61

The complete Year 1 – 2019-20 assessment roll of all parcels to be assessed by this District is included in this Plan as Appendix I.

Assessment Formula Unit Rates

Using figures from the Assessable Benefit Units Table and the Projected Assessment Revenue Table on page 22 of this Report, the assessment rates and weighted multipliers for each factor are calculated as follows:

Building Area Rate (Unit A)

$$(\$502,356.22 \times 26.40373\%) / 982,528 \text{ units} = \$0.135/\text{sq ft building area}$$

Land Area Rate (Unit B)

$$(\$502,356.22 \times 27.09428\%) / 349 \text{ units} +$$

$$(\$502,356.22 \times 16.43234\%) / 2,751,617 \text{ units} = \$390 + \$0.03/\text{sq ft land area}$$

Street Frontage Rate (Unit C)

$$(\$502,356.22 \times 27.50753\%) / 30,708 \text{ units} = \$4.50/\text{lin ft street frontage}$$

Residential Rate (Unit D)

$$(\$502,356.22 \times 2.56307\%) / 211 \text{ R units} = \$61/\text{residential unit}$$

Step 5. Estimate Total District Costs

The total projected 5-year special benefit costs for 2020 – 2024 of the District are shown in the Table on page 15 of this Report assuming a maximum increase of 2% per year, commensurate to special benefits received by each assessed parcel.

Step 6. Separate General Benefits from Special Benefits and Related Costs (Article XIIID Section 4(b) of the California Constitution – Proposition 218)

Total Year 1 adjusted costs are estimated at \$510,536. General benefits are factored at 1.60% of the total adjusted costs (see Finding 2 on pages 5-9 of this Report) with special benefits set at 98.40%. Article XIIID Section 4(b) of the California Constitution limits the levy of property assessments to costs attributed to special benefits only. The 1.60% general benefit cost is computed to be \$8,179 with a resultant 98.40% special benefit limit computed at \$502,357. Based on current property data and land uses, this is the maximum amount of Year 1 (2019-20) revenue that can be derived from property assessments from the subject District.

All program costs associated with general benefits will be derived from sources other than District assessments. Sample “other” revenue sources are shown in the following Table:

Special and General Benefit Revenue Sources

Revenue Source	Revenue	% of Total
District Assessments	\$502,357	98.40 %
Grants, donations, sponsors, program income, etc.	\$8,179	1.60%
TOTAL	\$510,536	100.0%

Step 7. Calculate “Basic Unit Cost”

With a YR 1 - 2020 assessment revenue portion of the budget set at \$502,357 (special benefit only), the Basic Unit Costs (rates) are shown earlier in Step 4. Since the District is proposed to be renewed for a 5-year term, maximum assessments for future years (2021-2024) must be set at the inception of the proposed renewed District. An annual inflationary assessment rate increase of up to 2%, commensurate to special benefits received by each assessed parcel, may be imposed for future year assessments, on approval by the District Property Owner’s Association. The maximum assessment rates for the 5-year proposed renewed District term of 2020-2024 are shown in the Table below. The assessment rates listed constitute the maximum assessment rates that may be imposed for each year of the proposed renewed District term (2020-2024).

**ODMD – 5 Year Maximum Assessment Rates
(Includes a 2%/Yr. Max Increase)**

YEAR	BLDG ASSMT RATE (\$/SF)	LAND ASSMT RATE 1 (\$/PARCEL)	LAND ASSMT RATE 2 (\$/SF)	FRONTAGE ASSMT RATE (\$/LF)	R UNIT ASSMT RATE (\$/UNIT)
1	\$0.135	\$390	\$0.03	\$4.50	\$61
2	\$0.1377	\$397.8000	\$0.0306	\$4.5900	\$62.2200
3	\$0.1405	\$405.7560	\$0.0312	\$4.6818	\$63.4644
4	\$0.1433	\$413.8711	\$0.0318	\$4.7754	\$64.7337
5	\$0.1462	\$422.1485	\$0.0324	\$4.8709	\$66.0284

Step 8. Spread the Assessments

The resultant assessment spread calculation results for each parcel within the District are shown in the Management District Plan and were determined by applying the District assessment formula to each identified benefiting property.

Miscellaneous District Provisions

Time and Manner of Collecting Assessments:

Assessments for the Property Tax Year beginning July 1, 2019 and ending June 30, 2023, shall be collected at the same time and in the same manner as ad valorem taxes paid to the Ventura County (Operation Years 2020-2024). The District assessments shall appear as a separate line item on the property tax bills issued by the Ventura County Assessor. The City of Oxnard is authorized to collect any assessments not placed on the County tax rolls, or to place assessments, unpaid delinquent assessments, or penalties on the County tax rolls as appropriate to implement the Management District Plan.

Bonds:

No bonds are to be issued in conjunction with this proposed renewed District.

Duration

As allowed by State PBID Law, the District will have a five (5) year operational term from January 1, 2020 to December 31, 2024. The proposed renewed District operation is expected to begin services on January 1, 2020. If the District is not renewed, services will end on December 31, 2024.

APPENDIX 1

ODMD YR 1 – 2019/2020 ASSESSMENT ROLL

APN	YR 1 2019-20 ASSMT	% OF TOTAL
2010113110	\$3,894.03	0.78%
2010160010	\$690.00	0.14%
2010160020	\$653.49	0.13%
2010160030	\$1,840.50	0.37%
2010160040	\$490.89	0.10%
2010160050	\$909.00	0.18%
2010160060	\$459.00	0.09%
2010160070	\$774.00	0.15%
2010160080	\$715.50	0.14%
2010160090	\$690.75	0.14%
2010160100	\$780.00	0.16%
2010160110	\$963.90	0.19%
2010160120	\$810.00	0.16%
2010160130	\$1,332.00	0.27%
2010160170	\$1,572.75	0.31%
2010160180	\$1,782.83	0.35%
2010160190	\$1,019.94	0.20%
2010160200	\$1,985.10	0.40%
2010160220	\$1,147.14	0.23%
2010160250	\$1,152.75	0.23%
2010160260	\$2,225.78	0.44%
2010211010	\$2,000.25	0.40%
2010211040	\$488.01	0.10%
2010211110	\$893.25	0.18%
2010211120	\$756.90	0.15%
2010211130	\$573.45	0.11%
2010211140	\$573.45	0.11%
2010211155	\$573.45	0.11%
2010211170	\$1,902.27	0.38%
2010211180	\$1,391.40	0.28%
2010211190	\$1,616.82	0.32%
2010211200	\$1,653.75	0.33%
2010211210	\$1,655.10	0.33%
2010211225	\$458.82	0.09%
2010211230	\$683.82	0.14%
2010211300	\$586.05	0.12%
2010211360	\$1,174.07	0.23%
2010211380	\$1,380.00	0.27%
2010212010	\$1,582.76	0.32%
2010212020	\$1,366.44	0.27%
2010212030	\$1,359.69	0.27%
2010212060	\$1,292.19	0.26%
2010212070	\$1,450.13	0.29%
2010212140	\$1,344.15	0.27%
2010212150	\$3,066.90	0.61%
2010212165	\$1,665.38	0.33%
2010212170	\$1,709.25	0.34%
2010212180	\$1,012.50	0.20%
2010212190	\$1,042.50	0.21%
2010212200	\$768.75	0.15%
2010212230	\$1,224.69	0.24%

2010212260	\$1,862.27	0.37%
2010212270	\$1,464.00	0.29%
2010213010	\$1,218.95	0.24%
2010213020	\$739.83	0.15%
2010213030	\$916.68	0.18%
2010213075	\$571.08	0.11%
2010213080	\$1,232.04	0.25%
2010213090	\$1,299.66	0.26%
2010213100	\$670.68	0.13%
2010213110	\$244.00	0.05%
2010213120	\$61.00	0.01%
2010213130	\$1,131.00	0.23%
2010213140	\$591.17	0.12%
2010213150	\$555.02	0.11%
2010213160	\$2,578.43	0.51%
2010214010	\$828.00	0.16%
2010214020	\$3,229.59	0.64%
2010214030	\$2,263.80	0.45%
2010214040	\$2,840.36	0.57%
2010271030	\$670.68	0.13%
2010271040	\$633.75	0.13%
2010271060	\$690.00	0.14%
2010271070	\$891.75	0.18%
2010271080	\$1,254.00	0.25%
2010271090	\$615.00	0.12%
2010271100	\$840.00	0.17%
2010271110	\$840.00	0.17%
2010271160	\$244.00	0.05%
2010271170	\$1,434.93	0.29%
2010271180	\$2,899.20	0.58%
2010272010	\$1,157.69	0.23%
2010272020	\$630.00	0.13%
2010272030	\$630.00	0.13%
2010272040	\$61.00	0.01%
2010272050	\$870.00	0.17%
2010272060	\$1,762.50	0.35%
2010272070	\$825.00	0.16%
2010272080	\$825.00	0.16%
2010272090	\$1,042.50	0.21%
2010272100	\$1,702.50	0.34%
2010272110	\$972.95	0.19%
2010272120	\$1,334.36	0.27%
2010272140	\$615.00	0.12%
2010272150	\$1,767.00	0.35%
2010272160	\$827.63	0.16%
2010272170	\$840.00	0.17%
2010272180	\$1,458.75	0.29%
2010272190	\$61.00	0.01%
2010272200	\$577.50	0.11%
2010272210	\$465.00	0.09%
2010272220	\$1,239.00	0.25%
2010272230	\$1,796.43	0.36%
2010360110	\$1,717.26	0.34%
2020081010	\$1,455.00	0.29%

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2020081020	\$825.00	0.16%
2020081100	\$1,233.00	0.25%
2020081160	\$825.00	0.16%
2020081170	\$1,455.00	0.29%
2020081180	\$840.00	0.17%
2020081190	\$840.00	0.17%
2020081200	\$840.00	0.17%
2020081210	\$840.00	0.17%
2020081220	\$840.00	0.17%
2020081230	\$1,470.00	0.29%
2020081240	\$627.00	0.12%
2020081250	\$840.00	0.17%
2020081260	\$840.00	0.17%
2020081270	\$840.00	0.17%
2020081280	\$840.00	0.17%
2020081290	\$840.00	0.17%
2020083030	\$1,354.20	0.27%
2020083040	\$61.00	0.01%
2020083050	\$1,636.10	0.33%
2020083060	\$1,178.58	0.23%
2020083070	\$1,407.42	0.28%
2020083210	\$2,335.26	0.46%
2020083220	\$900.00	0.18%
2020085030	\$826.88	0.16%
2020085040	\$886.97	0.18%
2020085050	\$3,609.39	0.72%
2020085190	\$828.75	0.16%
2020085200	\$2,004.00	0.40%
2020091100	\$825.00	0.16%
2020091370	\$1,890.00	0.38%
2020091380	\$1,043.10	0.21%
2020091390	\$12,241.17	2.44%
2020091400	\$3,830.76	0.76%
2020092030	\$474.00	0.09%
2020092040	\$741.00	0.15%
2020092050	\$1,271.18	0.25%
2020092060	\$1,296.69	0.26%
2020092070	\$2,400.00	0.48%
2020092120	\$825.00	0.16%
2020092130	\$1,338.81	0.27%
2020092140	\$2,265.00	0.45%
2020092170	\$6,234.63	1.24%
2020092180	\$2,137.50	0.43%
2020092190	\$2,969.09	0.59%
2020094010	\$2,051.10	0.41%
2020094020	\$1,202.40	0.24%
2020094035	\$2,598.00	0.52%
2020094040	\$2,058.00	0.41%
2020094050	\$1,251.00	0.25%
2020094060	\$1,494.00	0.30%
2020094080	\$2,032.47	0.40%
2020094140	\$1,347.00	0.27%
2020094155	\$408.00	0.08%

2020094160	\$408.00	0.08%
2020094170	\$807.00	0.16%
2020094185	\$774.00	0.15%
2020094195	\$1,506.00	0.30%
2020094205	\$426.00	0.08%
2020094215	\$1,854.00	0.37%
2020094225	\$426.00	0.08%
2020094235	\$1,224.00	0.24%
2020094240	\$1,668.93	0.33%
2020095075	\$825.00	0.16%
2020095085	\$825.00	0.16%
2020095090	\$1,446.00	0.29%
2020095100	\$1,331.25	0.27%
2020095110	\$825.00	0.16%
2020095120	\$4,348.32	0.87%
2020095140	\$2,730.75	0.54%
2020095150	\$1,653.75	0.33%
2020095160	\$1,653.75	0.33%
2020096035	\$1,537.50	0.31%
2020096040	\$0.00	0.00%
2020096050	\$1,720.50	0.34%
2020096060	\$1,375.20	0.27%
2020096070	\$1,500.00	0.30%
2020096080	\$3,201.93	0.64%
2020096095	\$1,038.00	0.21%
2020096105	\$2,624.93	0.52%
2020096110	\$1,336.35	0.27%
2020096125	\$770.70	0.15%
2020101130	\$1,665.00	0.33%
2020101190	\$697.65	0.14%
2020101205	\$543.00	0.11%
2020101215	\$1,902.00	0.38%
2020101225	\$402.75	0.08%
2020101235	\$572.25	0.11%
2020101255	\$489.75	0.10%
2020101270	\$404.25	0.08%
2020101290	\$442.50	0.09%
2020101310	\$404.25	0.08%
2020101330	\$404.25	0.08%
2020101355	\$404.25	0.08%
2020101360	\$399.36	0.08%
2020101370	\$413.25	0.08%
2020101405	\$448.65	0.09%
2020101415	\$3,930.96	0.78%
2020101420	\$1,339.32	0.27%
2020101435	\$415.50	0.08%
2020101445	\$2,267.04	0.45%
2020102010	\$5,112.69	1.02%
2020103025	\$780.00	0.16%
2020103090	\$780.00	0.16%
2020103100	\$2,224.65	0.44%
2020103115	\$491.25	0.10%
2020103120	\$2,003.21	0.40%

OXNARD DOWNTOWN MANAGEMENT DISTRICT – ASSESSMENT ENGINEER’S REPORT

2020103130	\$855.00	0.17%
2020103145	\$765.00	0.15%
2020103175	\$397.88	0.08%
2020103185	\$578.36	0.12%
2020103195	\$2,251.92	0.45%
2020103205	\$655.20	0.13%
2020103210	\$1,182.00	0.24%
2020103225	\$415.50	0.08%
2020103235	\$508.50	0.10%
2020103245	\$2,484.75	0.49%
2020104015	\$3,810.00	0.76%
2020104165	\$2,774.15	0.55%
2020104395	\$8,831.93	1.76%
2020104405	\$1,178.61	0.23%
2020104415	\$2,421.27	0.48%
2020104425	\$2,078.49	0.41%
2020104435	\$3,455.19	0.69%
2020105100	\$7,185.00	1.43%
2020105120	\$607.50	0.12%
2020105170	\$498.00	0.10%
2020105180	\$2,217.24	0.44%
2020105195	\$399.00	0.08%
2020105205	\$598.50	0.12%
2020105210	\$399.00	0.08%
2020105220	\$598.50	0.12%
2020105235	\$417.00	0.08%
2020105245	\$1,015.50	0.20%
2020105260	\$480.00	0.10%
2020105275	\$0.00	0.00%
2020105295	\$2,795.25	0.56%
2020105305	\$649.50	0.13%
2020105325	\$2,652.60	0.53%
2020105335	\$2,331.57	0.46%
2020106015	\$1,285.50	0.26%
2020106035	\$592.50	0.12%
2020106065	\$817.50	0.16%
2020106120	\$1,042.88	0.21%
2020106130	\$1,724.10	0.34%
2020106140	\$3,772.17	0.75%
2020106245	\$651.00	0.13%
2020106250	\$883.50	0.18%
2020106265	\$473.70	0.09%
2020106275	\$702.09	0.14%
2020106285	\$426.00	0.08%
2020106295	\$678.00	0.13%
2020106310	\$445.65	0.09%
2020106320	\$558.54	0.11%
2020106355	\$2,041.50	0.41%
2020106370	\$1,046.25	0.21%
2020106380	\$1,046.37	0.21%
2020106390	\$1,029.53	0.20%
2020106400	\$2,167.92	0.43%
2020106410	\$2,568.81	0.51%

2020107050	\$589.35	0.12%
2020107060	\$603.75	0.12%
2020107070	\$603.75	0.12%
2020107080	\$2,362.13	0.47%
2020107100	\$999.75	0.20%
2020107110	\$2,161.88	0.43%
2020107120	\$592.50	0.12%
2020107135	\$1,335.00	0.27%
2020107160	\$1,278.00	0.25%
2020107170	\$1,514.85	0.30%
2020107195	\$561.00	0.11%
2020107205	\$432.00	0.09%
2020107215	\$430.50	0.09%
2020107225	\$547.95	0.11%
2020107235	\$3,085.50	0.61%
2020107240	\$3,159.00	0.63%
2020107250	\$1,608.60	0.32%
2020131030	\$877.50	0.17%
2020131040	\$1,713.30	0.34%
2020131050	\$1,818.75	0.36%
2020131060	\$1,670.79	0.33%
2020131070	\$2,002.85	0.40%
2020131170	\$1,208.25	0.24%
2020131190	\$397.35	0.08%
2020131220	\$630.00	0.13%
2020131230	\$1,359.00	0.27%
2020133010	\$1,455.00	0.29%
2020133020	\$993.75	0.20%
2020133030	\$825.00	0.16%
2020133040	\$825.00	0.16%
2020133050	\$61.00	0.01%
2020133060	\$825.00	0.16%
2020133210	\$3,450.87	0.69%
2020135025	\$1,342.00	0.27%
2020135035	\$6,240.00	1.24%
2020141050	\$0.00	0.00%
2020141060	\$1,012.50	0.20%
2020141070	\$607.50	0.12%
2020141080	\$1,176.00	0.23%
2020141090	\$1,176.00	0.23%
2020141100	\$61.00	0.01%
2020141110	\$1,890.00	0.38%
2020141155	\$61.00	0.01%
2020141165	\$61.00	0.01%
2020141175	\$61.00	0.01%
2020141185	\$61.00	0.01%
2020141195	\$61.00	0.01%
2020141205	\$61.00	0.01%
2020141215	\$61.00	0.01%
2020141225	\$61.00	0.01%
2020141235	\$61.00	0.01%
2020141245	\$61.00	0.01%
2020141255	\$61.00	0.01%

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2020141265	\$61.00	0.01%
2020141275	\$61.00	0.01%
2020141285	\$61.00	0.01%
2020141295	\$61.00	0.01%
2020141305	\$61.00	0.01%
2020141315	\$61.00	0.01%
2020141325	\$61.00	0.01%
2020141335	\$61.00	0.01%
2020141345	\$61.00	0.01%
2020141355	\$61.00	0.01%
2020141365	\$61.00	0.01%
2020141375	\$61.00	0.01%
2020141385	\$61.00	0.01%
2020141395	\$61.00	0.01%
2020141405	\$61.00	0.01%
2020141415	\$61.00	0.01%
2020141425	\$61.00	0.01%
2020142160	\$6,405.00	1.27%
2020143015	\$3,310.20	0.66%
2020143025	\$1,494.20	0.30%
2020143030	\$995.10	0.20%
2020143040	\$860.63	0.17%
2020143050	\$607.50	0.12%
2020143140	\$3,861.60	0.77%
2020143230	\$1,867.50	0.37%
2020143240	\$1,656.06	0.33%
2020143250	\$1,235.69	0.25%
2020144170	\$932.41	0.19%
2020144180	\$1,088.74	0.22%
2020144190	\$1,147.27	0.23%
2020144200	\$1,003.30	0.20%
2020144210	\$1,058.54	0.21%
2020144220	\$549.51	0.11%
2020144230	\$1,746.58	0.35%
2020144240	\$549.18	0.11%
2020144250	\$1,269.09	0.25%
2020144260	\$929.14	0.18%
2020144270	\$1,029.18	0.20%
2020144280	\$934.30	0.19%
2020144290	\$836.34	0.17%
2020144300	\$962.09	0.19%
2020145010	\$3,400.50	0.68%
2020145030	\$1,197.35	0.24%
2020145050	\$1,760.61	0.35%
2020145060	\$1,156.58	0.23%

2020145100	\$0.00	0.00%
2020145110	\$1,635.00	0.33%
2020145120	\$825.00	0.16%
2020145130	\$1,527.00	0.30%
2020145140	\$1,455.00	0.29%
2020145190	\$825.00	0.16%
2020145200	\$795.00	0.16%
2020145210	\$694.65	0.14%
2020145220	\$4,676.54	0.93%
2020145230	\$1,174.62	0.23%
2020145240	\$1,301.25	0.26%
2020146010	\$1,897.50	0.38%
2020146020	\$1,098.75	0.22%
2020146030	\$1,031.25	0.21%
2020146040	\$727.50	0.14%
2020146050	\$930.00	0.19%
2020146070	\$1,309.76	0.26%
2020146080	\$761.25	0.15%
2020146090	\$592.50	0.12%
2020146100	\$997.50	0.20%
2020146110	\$592.50	0.12%
2020146120	\$592.50	0.12%
2020146130	\$862.50	0.17%
2020146140	\$2,693.48	0.54%
2020146150	\$1,400.93	0.28%
2020146180	\$2,235.57	0.45%
2020146190	\$592.50	0.12%
2020146200	\$592.50	0.12%
2020146210	\$592.50	0.12%
2020146220	\$4,793.28	0.95%
2020380015	\$61.00	0.01%
2020380025	\$61.00	0.01%
2020380035	\$61.00	0.01%
2020380045	\$61.00	0.01%
2020380055	\$61.00	0.01%
2020380065	\$61.00	0.01%
2020380075	\$61.00	0.01%
2020380085	\$61.00	0.01%
2020380095	\$61.00	0.01%
2020380105	\$61.00	0.01%
2020380115	\$61.00	0.01%
2020380125	\$61.00	0.01%

APPENDIX 2

ODMD BOUNDARY MAP



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD STATING ITS INTENTION TO RENEW AND MODIFY THE BOUNDARIES OF THE OXNARD DOWNTOWN MANAGEMENT DISTRICT AND TO LEVY AND COLLECT ASSESSMENTS WITHIN SUCH DISTRICT PURSUANT TO THE PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994, PART 7 OF DIVISION 18 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND APPOINTING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

WHEREAS, the Property and Business Improvement District Law of 1994, Part 7 of Division 18 of the California Streets and Highways Code, commencing with Section 36600, (the “Law”) authorizes cities and counties to establish property and business improvement districts (PBID) to promote the economic revitalization and physical maintenance of business districts; and

WHEREAS, the Law authorizes cities and counties to levy and collect assessments on real property within such districts for the purpose of providing improvements and promoting activities that specially benefit real property within such districts; and

WHEREAS, on May 1, 2001, the City Council of the City of Oxnard established a property and business improvement district in Downtown Oxnard for a five year period known as the Oxnard Downtown Management District; and

WHEREAS, on July 25, 2006, the City Council of the City of Oxnard renewed the Oxnard Downtown Management District for a five year period; and

WHEREAS, on August 2, 2011, the City Council of the City of Oxnard renewed the Oxnard Downtown Management District for a three year period; and

WHEREAS, on July 22, 2014, the City Council of the City of Oxnard renewed the Oxnard Downtown Management District for a five year period; and

WHEREAS, unless renewed again by the City Council, the Oxnard Downtown Management District’s authority to levy assessments will have ended with tax year 2018-2019 with operations to end by December 31, 2019; and

WHEREAS, a written petition has been submitted by property owners within Downtown Oxnard requesting the City Council to initiate proceedings pursuant to the Law to renew the Oxnard Downtown Management District; and

WHEREAS, such petition was signed by property owners in the proposed renewed district who will pay more than fifty percent (50%) of the assessments proposed to be levied; and

WHEREAS, a Management District Plan entitled the “Oxnard Downtown Management District Plan” (the “Management District Plan”) has been prepared and submitted to the City Clerk, containing all of the information to renew the District required by Section 36622 of the Law, including a description of the modified boundaries of the district, the term of the renewed District (three years), the improvements and activities proposed for the district, and the cost of such improvements and activities; and

WHEREAS, Articles XIIC and XIID of the California Constitution and Section 53753 of the California Government Code impose certain procedural and substantive requirements relating to the levy of new or increased assessments, including mailing of a notice to each affected property owner regarding the proposed assessment, conducting a ballot procedure; and holding a public hearing; now therefore be it

RESOLVED, that the City of Oxnard City Council declares as follows:

Section 1. Pursuant to Section 36621(a) of the Law, the City Council declares its intention to renew for five (5) years, “The Oxnard Downtown Management District” (the “District”) and to levy and collect assessments against lots and parcels of real property within the District, commencing with fiscal year 2019-20.

Section 2. The City Council hereby approves the Management District Plan, on file in the office of the City Clerk.

Section 3. The City Clerk shall make the Management District Plan and other documents related to the District available to the public for review during normal business hours.

Section 4. NOTICE IS HEREBY GIVEN that the City Council shall conduct a public hearing on the renewal of the District and the levy and collection of assessments for fiscal year 2019-20 on July 16, 2019 at 6 p.m. or as soon thereafter as the matter may be heard, in the City Council Chambers located at 305 W. Third St., Oxnard, California 93030. At the public hearing, the City Council will consider all objections or protests, if any, to the proposed renewal and boundary modification of the District and the proposed assessment. Any interested person may present written or oral testimony at the public hearing.

Section 5. The boundaries of the proposed renewed District include an approximate 36 block area bounded roughly by Second Street on the north, the railroad tracks/Oxnard Boulevard on the east, 8th Street on the south and C Street/D Street on the west.

Section 6. The proposed activities for the District include providing street, sidewalk, alley and public parking lot cleaning and other municipal services supplemental to those normally provided by the City of Oxnard, additional public safety services, image enhancement, promotions and marketing, expansion of physical amenities throughout Downtown, related management and operation services, and other improvements and activities which benefit businesses and real property located in the District.

Section 7. The assessment proposed to be levied and collected for fiscal year 2019-20 is approximately \$502,357. A maximum increase of 2% per annum, tied either to the C.P.I. for the Oxnard/Ventura area for all urban consumers or upon approval of the Property Owner's Association Board may be imposed. Assessments may also be increased where new building construction occurs on parcels within the District which exceeds the current building area.

Section 8. No bonds shall be issued in conjunction with the renewal of the District.

Section 9. The City Clerk is hereby authorized and directed to give notice of the public hearing as provided in Section 53753 of the Government Code and Article XIID, Section 4 of the California Constitution.

Adopted at the regular meeting of the City Council on the 21st of May, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

**CITY OF OXNARD
OXNARD DOWNTOWN MANAGEMENT DISTRICT
PROCEDURES APPLICABLE TO THE COMPLETION, RETURN,
AND TABULATION OF BALLOTS**

I. Completion of Assessment Ballots

- **Who may complete a ballot**

An assessment ballot (“ballot”) may be completed by the owner of the parcel to be assessed. As used in these Procedures, the term “owner” includes the owner’s authorized representative. If the owner of the parcel is a partnership, joint tenancy, or tenancy in common, a ballot may be completed by any of the general partners, joint tenants or tenants in common. Except as set forth below, only one ballot may be completed for each parcel.

- **Proportional assessment ballots**

If a parcel has multiple owners, any owner may request a proportional ballot. If the ownership interest of the owner is not shown on the last equalized secured property tax assessment roll, such request must include evidence, satisfactory to the City, of the owner’s proportional rights in the parcel. The City will provide the proportional ballot to the owner at the address shown on the assessment roll. Any request for a ballot to be mailed to another location must be made in writing and must include evidence, satisfactory to the City, of the identity of the person requesting the ballot. Each proportional ballot will be marked to show the date on which the ballot was provided, to identify it as a proportional ballot and to indicate the owner’s proportional rights in the parcel. The City will keep a record of each proportional ballot provided to an owner.

- **Duplicate ballots**

If the ballot is wrongly marked, torn or defaced, the City Clerk will provide a duplicate ballot to the owner upon surrender of such ballot. In addition, if a ballot is lost, destroyed or never received, the City Clerk will provide a duplicate ballot to the owner upon receipt of a statement, signed under penalty of perjury, that the owner has either failed to receive, lost, or destroyed his or her original ballot. The written request for a duplicate ballot shall be delivered to the City Clerk’s Office at 305 W. Third Street Oxnard, California, 93030, or at the public hearing on the proposed assessment. The duplicate ballot will be marked to show the date on which the ballot was provided and to identify it as a duplicate ballot.

To complete a ballot, the owner of the parcel must (1) stamp or mark the appropriate box supporting or opposing the proposed assessment, and (2) sign, under penalty of perjury, the statement on the ballot that the person completing the ballot is authorized to submit a ballot on behalf of the parcel(s) identified on the ballot. Only one box may be stamped or marked on each ballot. Ballots must be completed in ink.

- Only assessment ballots provided by the City will be accepted

The City Clerk will only accept ballots mailed or otherwise provided to owners by the City. Photocopies, faxes, and other forms of the ballots will not be accepted.

II Return of Assessment Ballots

- **Who may return ballots**

A ballot may be returned by the owner of the parcel or by anyone authorized by the owner to return the ballot.

- **Where to return ballots**

Ballots may be mailed to the address indicated on the ballot. Ballots may also be delivered in person to the City Clerk's Office at 305 W. Third Street Oxnard, California, 93030, or at the public hearing on the proposed assessment.

- **When to return ballots**

All returned ballots must be received by the City Clerk prior to the time the City Council closes the public input portion of the public hearing on the proposed assessment. The public input portion of the public hearing may be continued from time to time. The City Clerk will stamp on each ballot the date of its receipt.

To ensure that mailed ballots are received by the City Clerk prior to the conclusion of the public input portion of the public hearing, mailed ballots must be received by the City Clerk prior to that time. Ballots received on the date scheduled for the public hearing will only be counted if the ballots are received by the City Clerk prior to the conclusion of the public input portion of the public hearing. The City makes no representation as to whether the public input portion of the public hearing will be concluded on the date scheduled for commencement of the public hearing or continued to a later date.

- **Withdrawal of assessment ballots**

After returning a ballot to the City, the person who signed the ballot may withdraw the ballot by submitting a written request to the City Clerk directing the City Clerk to withdraw the ballot. Such request must be received by the City Clerk prior to the close of the public input portion of the public hearing on the proposed assessment. If any ballot has been withdrawn, the person withdrawing the ballot may request a duplicate ballot. The City Clerk will retain all withdrawn ballots and will indicate on the face of such ballots that they have been withdrawn.

III. Tabulation of Assessment Ballots

- **Which assessment ballots will be counted**

Only ballots which are completed and returned in compliance with these procedures will be counted. Ballots received by the City Clerk after the close of the public input portion of the public hearing on the proposed assessment will not be counted. Ballots which are not signed by the owner will not be counted. Ballots with no boxes marked, or with more than one box marked, will not be counted. Ballots marked in pencil will not be counted. Ballots withdrawn in accordance with these procedures will not be counted.

The City Clerk will keep a record of each proportional or duplicate ballot provided to an owner and will verify, prior to counting any duplicate ballot, that only one ballot has been returned for the parcel (or for the owner in the case of proportional ballots). If a non-duplicate ballot has been returned, the City will count the non-duplicate ballot and void all duplicate ballots. If only duplicate ballots have been returned, the City will count the earliest provided duplicate ballot and void the later provided duplicate ballots. If an owner returns both a non-proportional ballot and a proportional ballot, the City will count the proportional ballot and void the non-proportional ballot.

- **When and where assessment ballots will be tabulated**

The final tabulation of ballots will be performed at the public hearing following the close of the public input portion of the public hearing. The public hearing may be continued from time to time for the purpose of tabulating ballots.

- **How assessment ballots will be tabulated**

The City may presort and determine the proportionate weight of the returned ballots prior to tabulating the ballots. Ballots may be counted by hand, by computer or by any other tabulating device.

Ballots will be weighted according to the proportional financial obligation of the affected property; provided, however, that proportional ballots shall be weighted in accordance with the respective ownership interests of each proportional ballot submitted. If one or more proportional ballots are returned for a parcel and a non-proportional ballot is returned for the parcel, the non-proportional ballot will either be disregarded (if the same owner has returned a proportional ballot) or treated as a proportional ballot (if the same owner has not returned a proportional ballot).

- **Who will tabulate assessment ballots**

Ballots will be tabulated by the City Clerk and other non-biased designees.

- **Results of tabulation**

The results of the tabulation will be announced following the completion of the tabulation and entered in the minutes of the City Council's meeting. If ballots submitted in opposition to the proposed assessment exceed the ballots submitted in favor of the proposed assessment (as tabulated above), the assessment will not be imposed.

IV. Resolution of Disputes

In the event of a dispute regarding whether the signer of a ballot is the owner of the parcel to which the ballot applies, the City will make such determination from the last equalized assessment roll and any evidence of ownership submitted to the City Clerk prior to the conclusion of the public hearing. The City will be under no duty to obtain or consider any other evidence as to ownership of property and the City's determination of ownership will be final and conclusive. In the event of a dispute regarding whether the signer of a ballot is authorized to submit a ballot on behalf of the parcel, the City may rely on the statement on the ballot, signed under penalty of perjury, that the person completing the ballot is authorized to submit a ballot and any evidence submitted to the City Clerk prior to the conclusion of the public hearing. The City will be under no duty to obtain or consider any other evidence as to whether the signer of the ballot is authorized to submit a ballot and the City's determination will be final and conclusive.

V. General Information

The ballots will be opened at the conclusion of the public input portion of the public hearing by the City Clerk. Following the public hearing, all returned ballots are public records. For further information regarding the ballot process or the proposed District, contact Jeffrey Lambert at the City of Oxnard Community Development Department at City Hall at 805-385-7407.

CITY OF OXNARD - OFFICIAL ASSESSMENT BALLOT

Oxnard Downtown Management District – A Property & Business Improvement District
Being renewed for five (5) years pursuant to Section 36600 of the California Streets & Highways Code

- 1. PLEASE MARK EITHER “YES” OR “NO” BELOW**
- 2. PRINT YOUR NAME AND SIGN AND DATE THE BALLOT**
- 3. PUT THE COMPLETED BALLOT IN THE “BALLOT SECRECY ENVELOPE”**
- 4. PUT THE SECRECY ENVELOPE IN THE ENCLOSED PRE-ADDRESSED RETURN ENVELOPE AND PLACE IN MAIL**

(PLEASE REFER TO THE PROPOSED 2019-20 ASSESSMENT ON THE BACKSIDE OF THIS BALLOT) 

- ☐ **YES, I APPROVE** of the proposed assessment on the parcel(s) identified on this ballot.
- ☐ **NO, I DO NOT APPROVE** of the proposed assessment on the parcel(s) identified on this ballot

Printed Name

Date



Signature of Record Owner or Authorized Representative

I hereby declare, under penalty of perjury under the laws of the State of California, that I am authorized to submit an assessment ballot on behalf of the parcel(s) identified on this assessment ballot.

Please return ballot either by mail or in person by **4 PM, July 26, 2019** to:

CITY OF OXNARD
CITY CLERK'S OFFICE
305 W. THIRD ST
OXNARD CA 93030

NOTE: IN ORDER TO BE COUNTED, IF THE DEADLINE SHOWN ABOVE IS NOT MET, THIS ASSESSMENT BALLOT MUST BE RECEIVED BY THE CITY CLERK IN THE COUNCIL CHAMBERS PRIOR TO THE CLOSE OF THE PUBLIC INPUT PORTION OF THE PUBLIC HEARING TO RENEW THIS DISTRICT, WHICH IS SCHEDULED TO BEGIN AT 6:00 PM ON TUESDAY JULY 16, 2019. IF A MAJORITY OF ASSESSMENT BALLOTS RECEIVED (AS WEIGHTED BY ASSESSMENTS) OPPOSE THE DISTRICT ASSESSMENT, THE DISTRICT WILL NOT BE RENEWED, AND THE ASSESSMENTS WILL NOT BE LEVIED.

OXNARD DOWNTOWN MANAGEMENT DISTRICT – MANAGEMENT DISTRICT PLAN



Property-Based Business Improvement District (PBID) Renewal



Jeffrey Lambert, Community Development Director
Community Development Department

City Council Meeting
May 21, 2019



Background

- PBID Formed under Streets & Highways Code (§36600 et seq.)
- Provides benefit services *supplemental* to City Baseline
 - Similar to Mall Management /HOA
 - Property owners within PBID boundaries assessed*
 - 70% private; 30% public
- Oxnard Downtown PBID est. 2001; Renewed 3 times
- Current term expires Dec. 31, 2019

*Non-profit religious organization owned & occupied properties exempt

PBID Area

- No changes to the PBID Boundaries
- Approx. 30-block area bounded by:
 - 2nd Street on North
 - 8th Street on the South
 - The railroad tracks/Oxnard Blvd on the East
 - C Street on the West
- 400 total parcels owned by 200 entities



PBID Management District Plan

Proposed Work Plan Budget

Operations

13.6%

Beautification

10.8%

Image Enhancement

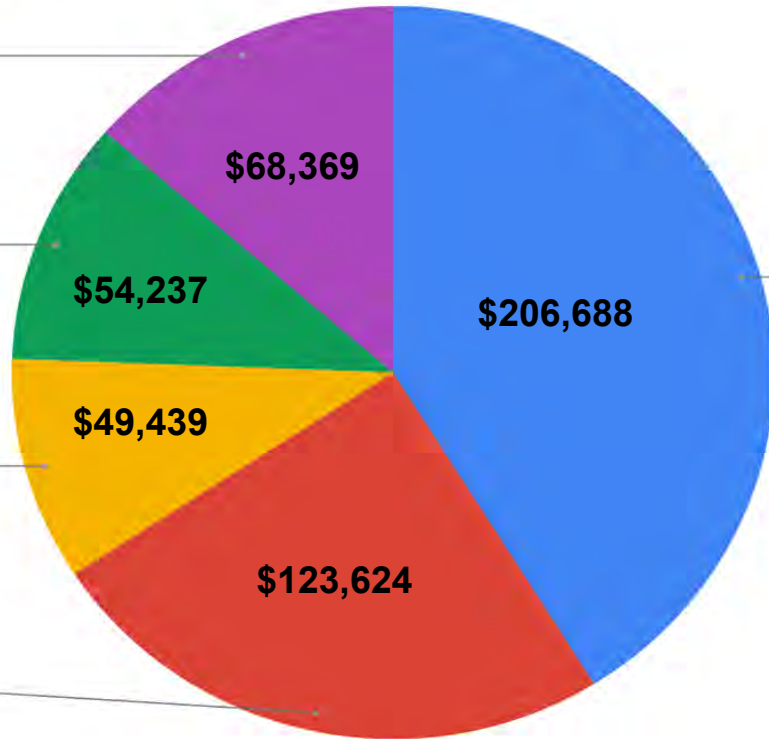
9.8%

Safety

24.6%

Maintenance

41.1%



Renewal Process

- Property owners petitions representing more than 50% of the total assessments to be collected (Done)
- City Council adopts a Resolution of Intention to renew the PBID (Current step)
- The City Council conducts a Public Hearing no less than 45 days from the date of the Ballot mailing to consider the proposed assessment - July 16, 2019
- Providing there is not a majority opposition to the PBID renewal, the City Council may adopt a Resolution renewing the PBID

Recommendation

- That the City Council Adopt a Resolution of Intention to:
 1. Renew the Oxnard Downtown Management District PBID
 2. Levy and collect assessments therein the amount of \$502,356 in fiscal year 2019-20, and
 3. Hold a public hearing on July 16, 2019 on said renewal and levy of assessments.



QUESTIONS?



CITY COUNCIL AGENDA REPORT

REPORTS

AGENDA ITEM NO. M.3.

DATE: May 21, 2019

TO: City Council

FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

SUBJECT: Development Review Process Improvements. (20/15/10)

RECOMMENDATION

That the City Council receive staff presentation and provide direction regarding recommendations for improvements to the development review process and provide comments. (Housing and Economic Development Committee reviewed April 9, 2019)

BACKGROUND

The City's future economic prosperity and quality of life are in part tied to the City's ability to attract private sector investment through completed development projects across all land use types: housing, commercial, and industrial. Development review is primarily provided by the Community Development (formerly Development Services) Department; however, other departments with a critical role include Public Works (including Parks) and Fire. As is the case for most cities, the development review process is often the subject of complaints from customers with particular focus on the complexity and uncertainty of the process and the time it takes to obtain project approvals.

The City of Oxnard has acknowledged these common complaints and strives to address these issues and improve the development review process to provide more certainty in the process and timelines and more predictability in the expected outcomes. It is important to also note the value of quality customer service. In order for the City of Oxnard to be consistently a city of choice for private economic investment, including reinvestment by homeowners, several components of the development process need attention: policy, process and resources. As staff evaluated the current development process and consulted with applicants and considered industry best practices, all three focuses were front and center. What City policies were impeding the progress of development projects? How could the City's procedures be streamlined and overlap and redundancy be reduced? And what is the appropriate level of resources (staff, systems, technology, etc.) necessary to provide efficient and effective development review and a high level of customer service.

In this report, staff will provide the intent and goals of this development review process improvement effort. Also, this report will outline the methodology deployed, summarize the specific input received, and present recommended improvements to provide meaningful measurable outcomes.

Purpose and Desired Outcomes

The purpose of this analysis and report are to simplify and streamline the development review procedures, including policy, procedures and resource improvements. These improvement recommendations will benefit all sizes of developments, from new and remodeled single family homes to commercial/industrial developments and tenant improvements. These will include enhanced efficiencies, right-sizing the review procedures to the proposed project, and encouraging private sector economic investment in the City of Oxnard. Applicants have explained that delays in construction and occupancy can result in as much as \$250,000/month in lost income (rent and/or sales). These issues can

also impact the City in delayed permit revenue (in 2018, it is estimated that time delays in calculating permit fees caused the delay of \$135,000 in revenue to the City) and lost economic investment in the City of Oxnard. However these are not just financial impacts. Development review delays impact the quality of life in the City of Oxnard by delaying the desired improvement to existing dwelling units.

Methodology of Analysis

The City implemented a robust methodology to evaluate the current development procedures. This provided a unique opportunity to look internally and critically at the current process in a very detailed way. Process mapping, which is a step-by-step actual map of the development process, was applied to eight (8) recent applications. See sample process mapping chart in Attachment A. This effort uncovered several issues experienced by these applicants through the Planning, Engineering, and Building (which includes Public Works and Fire reviews) approval process. In addition to this internal look at our procedures, several applicants were invited to an interview to provide additional details of their experience. During these interviews, they suggested recommendations to improve the process. The City's staff who provide much of these development services were engaged to provide their recommendations based on their personal experience processing a range of permit requests from single family dwellings and additions to large commercial developments. The new Community Development Director offered observations and professional best practices. It is important to note that this development process improvement effort was taken very seriously by City staff who have offered many improvement suggestions.

Applicant Feedback/Observations

Overall, inadequate staffing across the department results in longer waits for service at the counter, longer and unpredictable turn-around times for plan check and other services, staff not available when needed; and e-mails and phone calls not being returned in a reasonable time frame. A summary of common themes and comments is included in Attachment B.

Recommendations for Improvements

The issues raised by the City's applicants as well as City staff are many. Community Development is committed to addressing these issues and realizing improved development review procedures. It should be noted that the public comments were very complimentary of the attitude of our City staff. In every case, our applicants appreciated staff and our collective effort to serve them and the public. However, improvements can always be made and one of those improvements for staff is enhanced communication.

System and Communication Improvements (no direct budget impact):

- Predictable and known timelines:
- Establish a clear timeline benchmark for staff turnaround on applications - this includes Community Development staff as well as other departments (Fire, Public Works/Parks, etc.)
- Include an expected return date on the submittal receipt
- Provide a project submittal summary page for the client (with the valuation, the scope of work, address, plan check number, etc.)
- A clear process roadmap for applicants - from start to finish - clearly explain what can be expected
- Customer Service Approach:
 - Staff should see themselves as facilitators, not just regulators
 - Staff needs to be open to creative solutions and work with applicants' team to find those solutions
 - Staff needs additional knowledge/training - for example, staff should have a better understanding of key city programs and policies such as affordable housing program (density bonus), historic preservation, and technical code changes

- Clear and publicly posted expectations for returned phone calls/emails/inquiries

In addition to enhanced communication, other improvements are necessary to the City's procedures;

- Allow/encourage more field changes approved by inspectors
- Assign more complicated projects to more experienced inspectors
- Commit to consistently front loading Development Advisory Committee (DAC) comments so all department input is included in early communication back to the applicant; this has been implemented but has not been applied consistently
- Incorporate a Concept DAC procedure to provide quicker up front feedback for new development in their early stage; this would allow a DAC comments (perhaps even during a developer's due diligence period) as early in the process as possible
- Establish an expedited process, with a higher fee, for planning permits and building and engineering permits
- Establish a Technology Fee to ensure the City can provide updated technology options such as on-line plan check submittals
- Shift Tentative Map approval from City Council to the Planning Commission
- Revisit approach to Pre-Applications to identify only critical concepts and policy considerations
- Review the process for Planning projects to identify opportunities where certain projects can be processed administratively without having a director or planning commission hearing
- Review noticing process and requirements for community workshops - i.e. a radius from the project site rather than neighborhood noticing

Resource Recommendations (budget impact):

- Assign more of an inspector's time to make sure the full inspection is completed; this will require additional inspector resources
- Contract Services (fees are in place to recover costs for services)
- Increase plan check contract services budgets
- Consider adding budgets for contract services inspector or a limited-term inspector for large projects
- Consider applying deposit based project revenue to fund contract services and/or new position(s) in planning
- Regular meetings with Building and Engineering Management on larger multi-phased projects are critical; this expanded personalized service will require additional resources such as contract plan check services so managers can shift time from plan check work to direct customer service.
- Expand the use of the pre-submittal process with City team to ensure applicants get started on the right track; this work will require additional submittal time and could be accomplished through expanded permit tech positions suggested below.
- Systems - Replace the permit system with a new web-based permit processing and tracking system
- Need a new scanning system (computer, scanner, and program)
- Scan more planning documents to streamline the research work necessary to serve customers
- Electronic plan check submittal
- Online plan check meetings
- Online inspection scheduling
- Online residential simple trade permits, ie. re-roofs, water heaters replacements, etc. - increase the automation of this process to reduce work required by permit techs
- Benchmark tracking - automate tracking by using established benchmarks such as plan check turnaround, approvals, resubmittals, 1st review, expired, etc.
- Automate reporting to facilitate information, numbers, types, various variables, etc
- The Small Business Review is an excellent process that should be expanded to more building /engineering projects and to the Planning phase of permitting

Staffing Requests:

The following are positions which are expected to be requested and considered through the 2019-20 budget process:

- Assistant Director - in combination with additional front line staffing, this position will provide management assistance, including filling the role as an ombudsman, for the department's many functions and free up current mid-level and management staff to focus on customer service.
- Permit Coordinator - this position was created in FY 17-18 and filled in July 2018. The position needs better definition to ensure added value to the process and customer service.
- Expand the number of Permit Tech positions - reorganize counter system across all functions and reorganize staff duties to ensure overlap, cross training, and maximum flexibility. A Permit Tech position was eliminated in the FY 15-16 budget cuts.
- Engineering Tech - revise the Plans Examiner Position to more flexible and reflective of duties Engineering Tech
- Senior Planner - Reclass the vacant Economic Development Management Analyst position to a Senior Planner. This would provide an opportunity to "off-load" larger planning projects from Planning Manager and Principal Planners so they can focus on staff development, policy work, and large scale projects. This additional also allows more cases to transition to Associate and Assistant Planners.
- Reorganize to create Planning and Sustainability Manager to focus on state mandates and completing initiatives to enhance and simplify future development (i.e. Climate Action Plan, Energy, Housing)
- Planning Tech/Jr. Planner - add an entry level planner position to free up Assistant Planners to take on more project review and allow Associate Planners to focus on more complex projects. This addition balances project assignments more appropriately, and reduces the number of projects assigned to contract staff. The Junior Planner position was eliminated in FY 2016.

Accomplishments

Efforts by Community Development staff to improve the development review process has already begun and several of these accomplishments are highlighted below.

- Building - Revise plan check submittal detailed receipt, with a clear list detailing reviews, contact info and expected turn-around dates - (see Attachment C for sample)
- Building - Created a script for notification for corrections, a re-submittal email to include a clear process of what is required to re-submit, expected turn-around-times, and contact information if any questions.
- Plan Check Resubmittal Process - Revised Plan Check re-submittal process to expedite 2nd, and potentially subsequent, plan reviews faster than the first round. The established review is 3 weeks for re-checks compared to 6 weeks for first check. If a recheck goes beyond 3 re-checks, staff is to set-up an in-person meeting to address remaining issues.
- Turnaround Times - Established specific turnaround time expectations and measured the City's compliance with these timeframes.

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.

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

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

Objective 2d. Public safety will collaborate with the business community to promote an environment that supports economic development.

Goal 3. Enhance business retention and attraction.

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

Goal 4. Implement a “one stop shop” effort at the City’s Service Center

Objective 4a. Streamline internal process to ensure government efficiencies.

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.

FINANCIAL IMPACT

There is no financial impact in FY 2018-2019 as a result of this presentation. If Council approves any of the recommendations for additional resources, those items will be included in the FY 2019-2020 budget process.

COMMITTEE OUTCOME

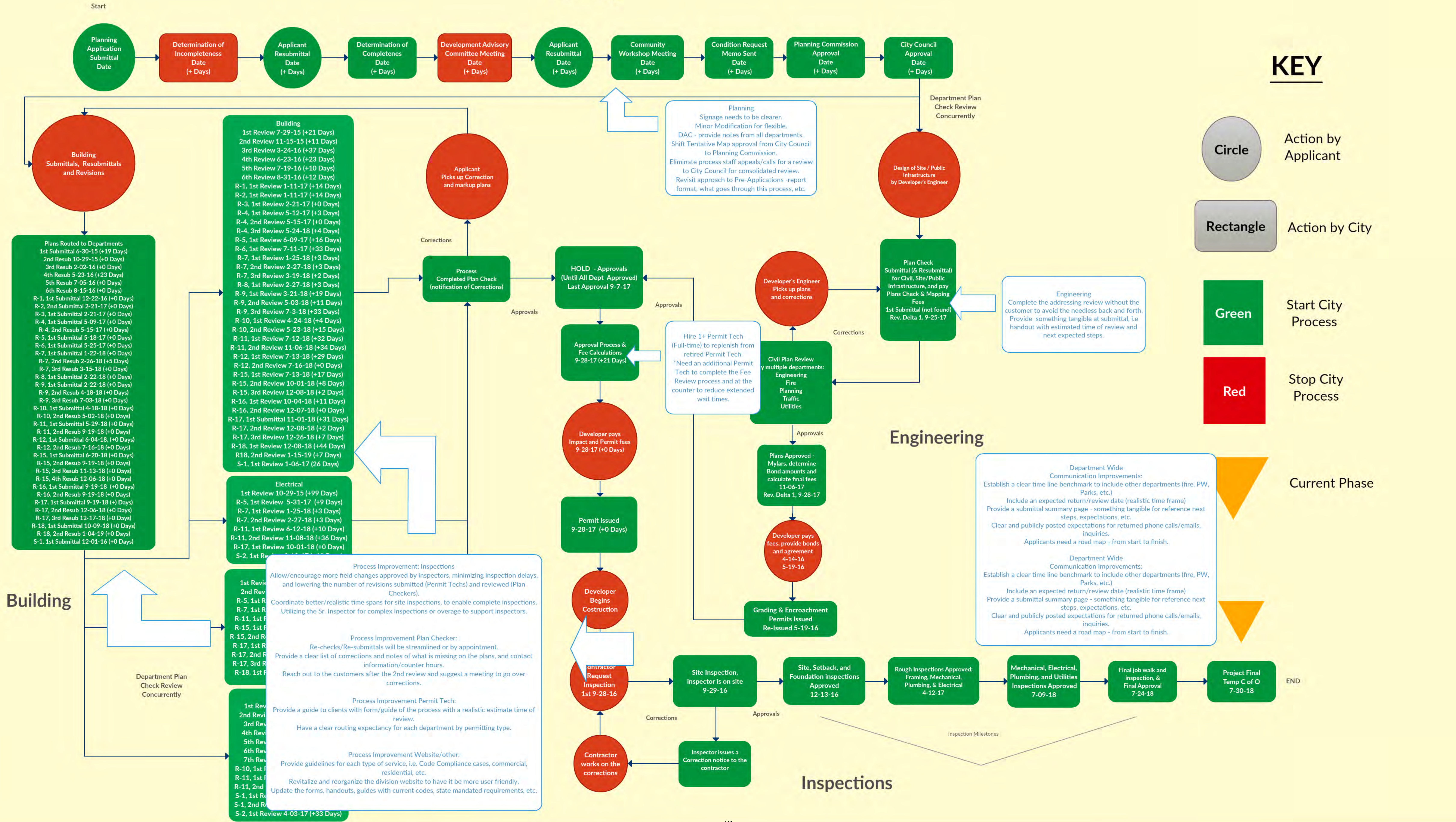
The Housing and Economic Development Committee expressed support for the recommended improvements at its April 9, 2019 meeting.

Prepared by: Jeffrey Lambert, Community Development Director

ATTACHMENTS

1. Attachment A - Process Mapping Flow Chart
2. Attachment B - Summary of Common Themes and Comments
3. Attachment C - Plan Check Submittal Receipt Sample
4. Attachment D_ Development Review Process Improvements Matrix
5. City Council 05.21.19 Development Review Process Presentation (1)

Planning



During the evaluation of current processes, several common themes and comments were received:

- Planning
 - Strict level of compliance with approved plans without flexibility in the field
 - Often requires a minor modification process and causes a delay
 - DAC - complete comments from all departments are not always provided - results in surprises down the road
- Building
 - Staffing limitations
 - Counter wait time is too long and not predictable
 - Building plans routing was not consistent/clear and at times not to the right person - caused delays in processing
 - “Incomplete” letter instead of plan check corrections - weeks after the submittal, plans were returned as incomplete without any plan check comments
 - No clear expectations of turn-around times for plan check rounds
 - Unclear staff contact info for applicant follow up (no paperwork is given)
 - Re-checks/re-submittals should be more streamlined - they are treated like full plan checks same turn-around time 6-8 weeks
 - Plan check comments are sometimes vague (“need additional details”)
 - Fee Calculation
 - This takes too long to process 15-30 days and seems like a “black hole” - mystery
- Engineer
 - Staffing limitations
 - causes delays, especially during construction when changes in the field are sought for approval
 - Traffic management plan - 2-3 month delay in review and approval
 - Addresses
 - Confusing and delayed process for addresses - City should just issue addresses
- Inspections
 - Inspectors refer changes in the field to plan check, holding up project progress until plan check process/approval is completed
 - Called in 19 inspections but due to inspector arrival delay and limited time, only 4 inspections were accomplished
 - Have a compliance review form - for the departments which require inspections sign off prior to building inspector giving the final approval/inspection for C of O. - Currently, there is no system in place as a safety net for other departments to complete their review.
 - Demolition Permit
 - Utility sign-offs - no contacts for utility companies caused a significant delay in issuance of demo permit (provide a list of contact information for specific individuals for utilities at issuance)
- Communications
 - No clear expectation when a response to emails /calls will be received
 - Staff hours to serve the public are limited
 - Not a sense of urgency - not a sense that we are a “team” together with the applicant - how do we work together to address problems/challenges
 - AAHOP Neighborhood / Community meetings - too structured as to when these occur that cause delays in applicants’ communication and hearing process
 - Who is the referee between departments when they conflict?



City of Oxnard
Development Services
305 West Third Street, Oxnard 93030
(805)385-7925

Application Number:

_____-_____
Keep this Number

From Plan Check to Building Permit

PLAN CHECK

Departments that must review and approve your plans prior to permit issuance.

Required

Yes No

- | | | |
|--------------------------|--------------------------|--|
| ☐ | ☐ | Development Services – Building, Mechanical & Plumbing |
| ☐ | ☐ | Development Services – Electrical |
| ☐ | ☐ | Planning |
| ☐ | ☐ | Fire |
| ☐ | ☐ | Fire CUPA Program |
| ☐ | ☐ | Police |
| ☐ | ☐ | Code Enforcement |
| ☐ | ☐ | Parks |
| ☐ | ☐ | Source Control |
| ☐ | ☐ | Other _____ |

Note: Grading and/or public improvement plans must be submitted separately and approved prior to approval of the building plans. (Copies of the grading and public improvement plans must be submitted with your building submittal.)

Plan Check Turn around time.

- Plan check times vary from 1 to 15 working days. Estimated time for your project _____ working days.
- Plan check time vary between departments.
- Workload and projects vary, all work will be completed as soon as possible, in the order received. Re-submittal or plan check verification typically will take less time.

Plan approval and correction pickup

- Each department reviewing your plan will provide corrections or approve your plans.
- Development Services will notify the applicant's contact person as plan check results from each department become available.
- Corrections must be picked up in person or arrange for mailing of plans by providing shipping account information.

Re-submittal

Plans may be resubmitted once all departments have returned corrections and all comments have been addressed, you will not be allowed to resubmit until this step has been completed. Submit a minimum of 3 sets of plans, but not less than one set for each department with remaining corrections. One set of plans must be black lettering on white paper. If there were any comments on calculations or attached report a minimum of two sets of these documents must be submitted.

ADDITIONAL DOCUMENTS

Prior to issuance of permit

Required

Yes No

- | | | |
|--------------------------|--------------------------|----------------------|
| ☐ | ☐ | Water Tapping Cards |
| ☐ | ☐ | Pad Certification |
| ☐ | ☐ | Address |
| ☐ | ☐ | Addendum Application |
| ☐ | ☐ | Other _____ |

OUTSIDE AGENCY APPROVALS

After approval from all departments

Required

Yes No

- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | School District – Clearance and Fees |
| ☐ | ☐ | Calleguas Water District – Clearance and Fees |
| ☐ | ☐ | County Traffic - Clearance and Fees |
| ☐ | ☐ | Recycling Forms - Clearance |
| ☐ | ☐ | County Flood – Clearance and Fees (Development Services' Staff faxes clearance form to County, when clearance is received, adds Fee to total) |
| ☐ | ☐ | APCD |
| ☐ | ☐ | Other _____ |

CALCULATION OF FEES

Fees will only be calculated when:

- All reviewing departments have approved and signed the plans.
 - The approved signed grading and/or public improvement plans are attached to the permit set. (If required for the project.)
 - Three sets of approved plans and two sets of calculations are assembled.
 - One of the three sets of plans is a black line on bond, suitable for microfilming is submitted.
- Projects are placed on a waiting list for fees, priority assigned based on plan approval date.

ISSUANCE OF PERMIT

The permit will be issued when:

- All of the above steps have been completed;
- Documentation of the outside agency can be verified; and
- Any additional required documents have been attached.

Development Review Process Improvements	
Issue Raised	Proposed Solution
In adequate resources in key customer interface and problem solving roles • Fee Calculation • Single Family Dwelling Reviews (smaller projects) • Call/e-mail returns • Wait times at the public counter	• New Permit tech(s) • New Planning Tech • New Assistant Director
Plan-check rechecks take too long and are placed in line with first checks	• Expedite rechecks in a separate priority and process in 2-3 weeks (rather than 4-6 weeks)
Changes in the field require full plan check and cause significant construction delays	• Provide more field decision-making authority to inspectors to ensure they can make change decisions
Need more time/attention from senior staff on complicated or multi-phased projects	• Use Development Advisory Committee (DAC) for preliminary inquiries to get accurate info to applicants early • Expand use of Small Business Review • With use of Plan Check contract services, senior staff can be more available directly to customers
Process is unclear and seems to be a “black box” of uncertainty for applicants	• Expand permit submittal receipt to include a description of next steps, who is reviewing application (with contact info) and timeline for completion • Develop clear development review roadmap available on the City's website - with easy to understand visuals
Some projects have a need for true expedited service	• Establish an expedited fee for service that will be available to applicants
Minor projects require too high a level of review (Planning Commission and City Council)	• Revise authorities to Development Director Reviews (DDR's) as much as possible (i.e. Doggie Day Care) • Shift authority of Tentative Tract Maps to Planning Commission • Others to be considered

Development Review Process Improvements:

**Simplify the process to make it easier for
homeowners and economic investors in the
City of Oxnard**

Jeffrey Lambert, Community Development Director
Community Development Department

DEVELOPMENT REVIEW IMPROVEMENTS PURPOSE

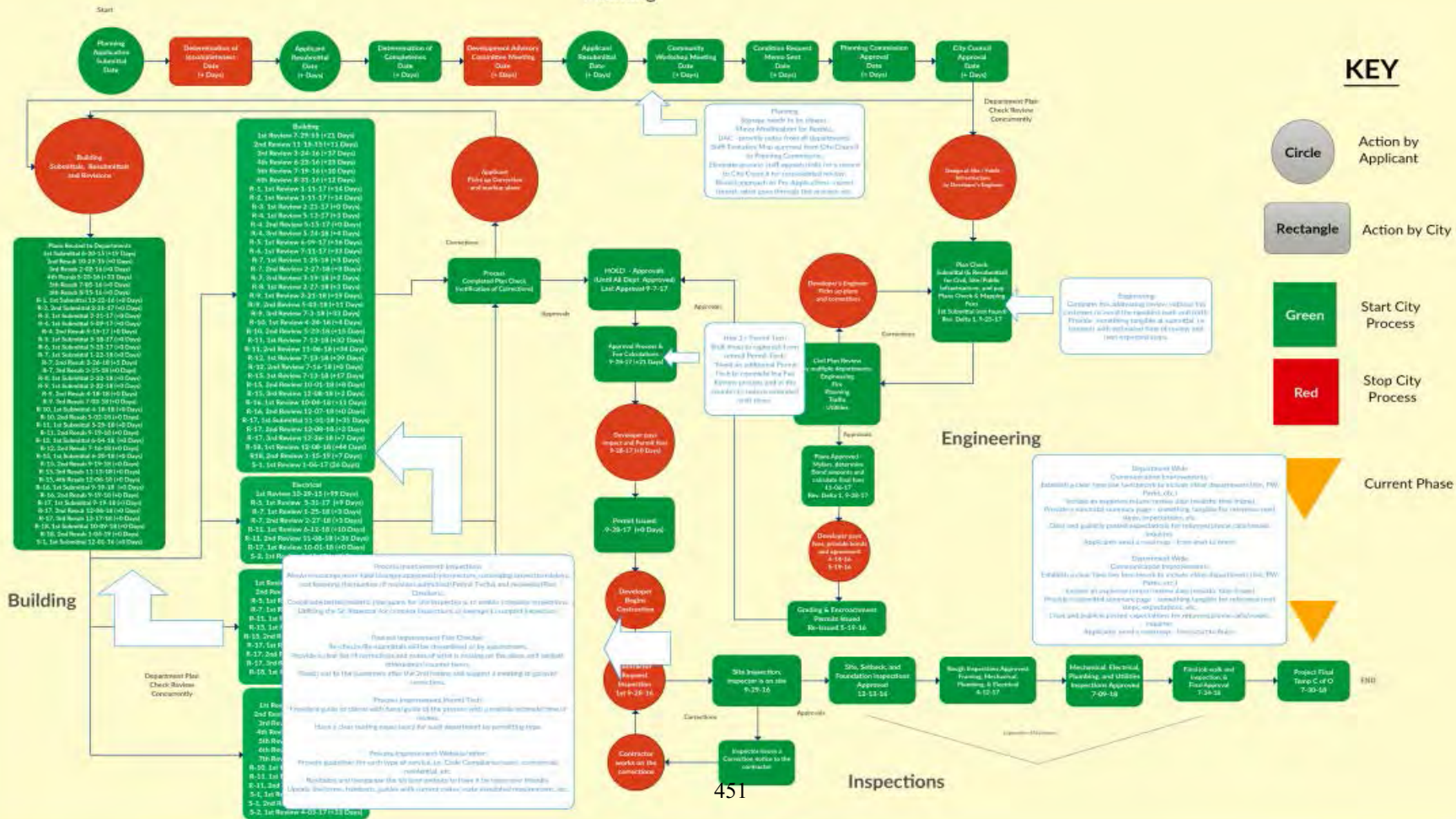
- What City policies are impeding the progress of development projects?
- How can the City's procedures be simplified and overlap/redundancy be reduced?
- What is the appropriate level of resources (staff, systems, technology) needed to deliver an efficient/effective development review service?

DEVELOPMENT REVIEW IMPROVEMENTS DESIRED OUTCOMES

- Simplify the development review and permit procedures
- Create predictability in the process and timelines
- Enhance efficiencies
- Right-size the review procedures to the proposed project
- Encourage private sector economic investment in the City of Oxnard

- Process Mapping - step-by-step mapping of the development process from planning, engineering, building and inspection
- Development review customer interviews
- City staff self-review based on experience ranging from single family remodels to larger commercial projects
- New Community Development Director's perspective
- Best Practices

Process Mapping Flow Chart



KEY

Circle Action by Applicant

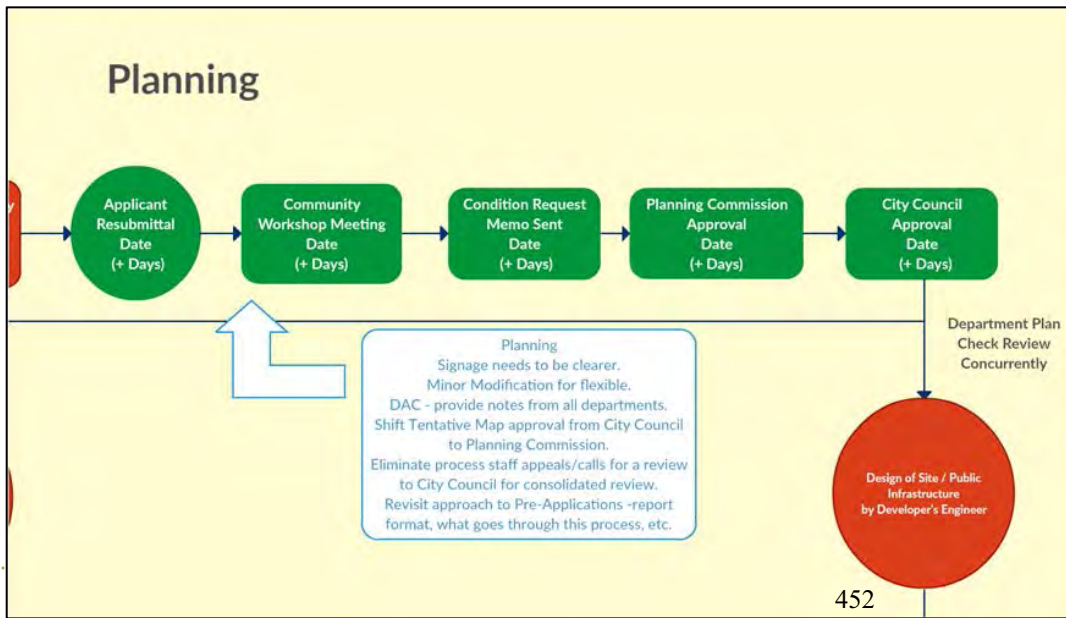
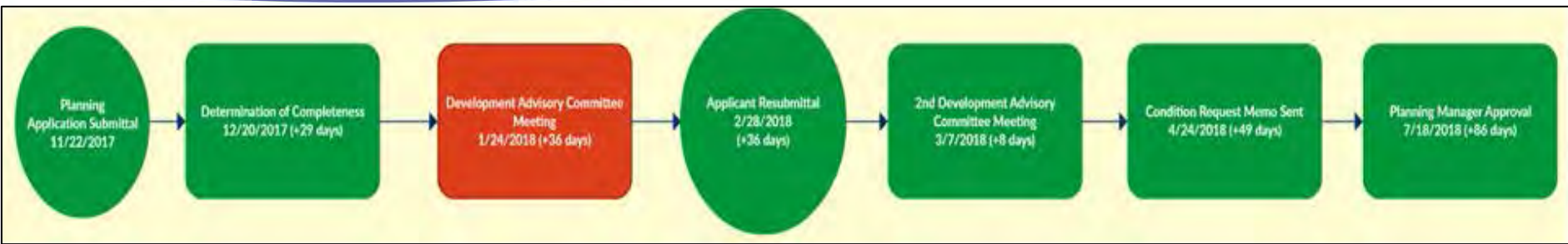
Rectangle	Action by City
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100	100

Start City Process

Stop City Process

Current Phase

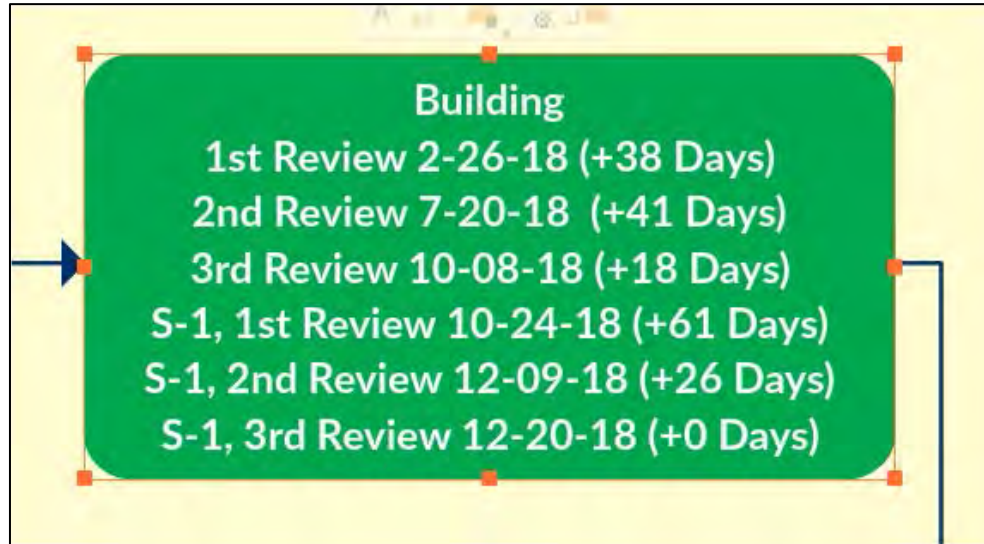
Process Mapping Flow Chart



Development
Advisory Committee

Process Mapping Flow Chart

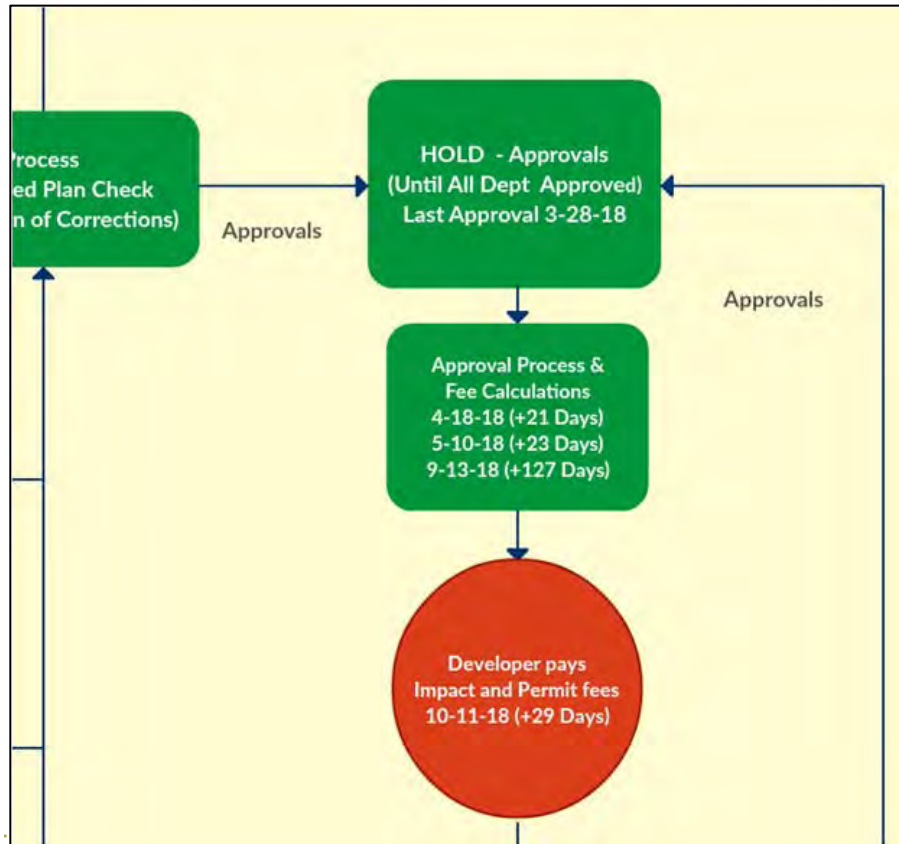
- Rechecks in line with new applications
- Inspections kicked back for plan check



Building

- 1st Review 7-29-15 (+21 Days)
- 2nd Review 11-15-15 (+11 Days)
- 3rd Review 3-24-16 (+37 Days)
- 4th Review 6-23-16 (+23 Days)
- 5th Review 7-19-16 (+10 Days)
- 6th Review 8-31-16 (+12 Days)
- R-1, 1st Review 1-11-17 (+14 Days)
- R-2, 1st Review 1-11-17 (+14 Days)
- R-3, 1st Review 2-21-17 (+0 Days)
- R-4, 1st Review 5-12-17 (+3 Days)
- R-4, 2nd Review 5-15-17 (+0 Days)
- R-4, 3rd Review 5-24-18 (+4 Days)
- R-5, 1st Review 6-09-17 (+16 Days)
- R-6, 1st Review 7-11-17 (+33 Days)
- R-7, 1st Review 1-25-18 (+3 Days)
- R-7, 2nd Review 2-27-18 (+3 Days)
- R-7, 3rd Review 3-19-18 (+2 Days)
- R-8, 1st Review 2-27-18 (+3 Days)
- R-9, 1st Review 3-21-18 (+19 Days)
- R-9, 2nd Review 5-03-18 (+11 Days)
- R-9, 3rd Review 7-3-18 (+33 Days)
- R-10, 1st Review 4-24-18 (+4 Days)
- R-10, 2nd Review 5-23-18 (+15 Days)
- R-11, 1st Review 7-12-18 (+32 Days)
- R-11, 2nd Review 11-06-18 (+34 Days)
- R-12, 1st Review 7-13-18 (+29 Days)
- R-12, 2nd Review 7-16-18 (+0 Days)
- R-15, 1st Review 7-13-18 (+17 Days)
- R-15, 2nd Review 10-01-18 (+8 Days)
- R-15, 3rd Review 12-08-18 (+2 Days)
- R-16, 1st Review 10-04-18 (+11 Days)
- R-16, 2nd Review 12-07-18 (+0 Days)
- R-17, 1st Submittal 11-01-18 (+31 Days)
- R-17, 2nd Review 12-08-18 (+2 Days)
- R-17, 3rd Review 12-26-18 (+7 Days)
- R-18, 1st Review 12-08-18 (+44 Days)
- R18, 2nd Review 1-15-19 (+7 Days)
- S-1, 1st Review 1-06-17 (26 Days)

Process Mapping Flow Chart



Permit Fee Calculations

- Overall - inadequate resources - staffing AND technology
 - Results in longer wait times, unpredictable turn-around times, limited staff availability, e-mails and calls are not returned in a reasonable time
- Development Advisory Committee (DAC)
 - Need for complete comments from all departments
 - Early application of DAC process - including at the preliminary stage
- Minor modifications in the field often require extensive staff review
- Inadequate staffing

- Building Plan Check
 - Plans routing not consistent/clear - limited contact information for applications to follow - inadequate staff contacts
 - No clear review turn-around expectations
 - Re-checks /submittals are routed with new submittals rather than expedited
 - Vague plan check comments
 - Fee calculation takes too long and delays permit issuance
 - Demolition permits delayed by lack of utility clearance

- Engineering
 - Inadequate staffing
 - Traffic management plan review takes too long and causes delay in issuing permits
 - Address assignment is confusing and delayed

- Building Inspections
 - Changes in the field cause re-check and construction delays
 - Inspectors unable to complete all requested inspections
- Communication
 - No clear expectations to measure success by
 - Not a sense of urgency by staff
 - Staff are more regulators than facilitators
 - Community meetings cause delays in progress
 - Who is the “referee” when City departments don’t agree?

Public Counter Interface, especially to small projects/single family dwelling remodels

- Positive staff - doing their best
- Limited permit technicians (only two)
- Planners serving the public counter are unable to complete project reviews
- Single family remodels customers get lumped in with larger projects
- Limited availability for quick drop in questions/answers
- Often longer wait times for simple requests

SIMPLIFY DEVELOPMENT PROCESS

- Framework for recommendations:
 - Clearly address issues raised
 - Value improvements for all development types - from single family remodels to large multi-phased development projects
 - Commitment to right-size process to the applications
 - Motivate staff to be facilitators for new development
 - Commitment to maintain improvements through measurement of outcomes
 - Short-term and long-term solutions

SIMPLIFY DEVELOPMENT PROCESS

- System and Communication Improvements (no direct budget impacts)
 - Establish clear reliable timeline benchmarks for turnaround on applications
 - Prepare details submittal receipts/summary sheet that outlines expectations
 - Additional staff training/knowledge - i.e. affordable housing, historic preservation
 - Staff as facilitators...not just regulators / solution oriented
 - Clear and available process roadmap(s)

SIMPLIFY DEVELOPMENT PROCESS

- Procedure / policy improvements:
 - Encourage more inspector approved field changes
 - Front load DAC comments with all department feedback
 - Incorporate a “concept DAC” process
 - Establish an expedited planning, engineering, and building process with an enhanced fee
 - Establish a technology fee to support the upgrade to more electronic permit processing services
 - Shift authority to Planning Commission from City Council - Tentative Tract Maps
 - Identify opportunities to shift authority to staff - Doggie Day Care

- Staff Requests:
 - Enhanced customer interface:
 - Expand number of permit techs from 2 to 4
 - Add Planning Tech
 - Expand cases processing capacity:
 - Add Senior Planner
 - Focus on operations and outcomes:
 - Add Assistant Director - operations/problem solving/Ombudsman
 - Reorganize to create Planning and Sustainability Manager - state mandates and focus on completing initiatives to enhance future development (i.e. Climate Action Plan, Energy, Housing)

DEVELOPMENT PROCESS IMPROVEMENTS

- Resource Recommendations (budget impact):
 - Additional inspector time (staff and/or contract services)
 - Increase contract services for plan check
 - Provide more regular staff meetings for larger multi-phase projects
 - Expand the use of the pre-submittal process
 - Expand projects that can take advantage of Small Business Review
 - Upgrade technology systems: scanning, electronic plan check, online inspection scheduling

DEVELOPMENT PROCESS IMPROVEMENTS

- Progress so far:
 - Reinstated the plan check receipt summary to applicants
 - 2nd and 3rd plan checks are expedited on a separate track from 1st plan checks - usually within 3 weeks
 - Counter staff cross-training
- Progress will continue
 - Short-term fixes will be implemented immediately
 - Additional improvements will be in effect within 6 months

Plan Check Receipt Form



City of Oxnard
Development Services
305 West Third Street, Oxnard 93030
(805)385-7925

Application Number: _____

Keep this Number _____

From Plan Check to Building Permit

PLAN CHECK

Departments that must review and approve your plans prior to permit issuance.

Required

Yes No

- | | | |
|--------------------------|--------------------------|--|
| ☐ | ☐ | Development Services – Building, Mechanical & Plumbing |
| ☐ | ☐ | Development Services – Electrical |
| ☐ | ☐ | Planning |
| ☐ | ☐ | Fire |
| ☐ | ☐ | Fire CUPA Program |
| ☐ | ☐ | Police |
| ☐ | ☐ | Code Enforcement |
| ☐ | ☐ | Parks |
| ☐ | ☐ | Source Control |
| ☐ | ☐ | Other _____ |

Note: Grading and/or public improvement plans must be submitted separately and approved prior to approval of the building plans. (Copies of the grading and public improvement plans must be submitted with your building submittal.)

Plan Check Turn around time.

- Plan check times vary from 1 to 15 working days. Estimated time for your project _____ working days.
- Plan check time vary between departments.
- Workload and projects vary, all work will be completed as soon as possible, in the order received. Re-submittal or plan check verification typically will take less time.

Plan approval and correction pickup

- Each department reviewing your plan will provide corrections or approve your plans.
- Development Services will notify the applicant's contact person as plan check results from each department become available.
- Corrections must be picked up in person or arrange for mailing of plans by providing shipping account information.

Re-submittal

Plans may be resubmitted once all departments have returned corrections and all comments have been addressed, you will not be allowed to resubmit until this step has been completed. Submit a minimum of 3 sets of plans, but not less than one set for each department with remaining corrections. One set of plans must be black lettering on white paper. If there were any comments on calculations or attached report a minimum of two sets of these documents must be submitted.

ADDITIONAL DOCUMENTS

Prior to issuance of permit

Required

Yes No

- | | | |
|--------------------------|--------------------------|----------------------|
| ☐ | ☐ | Water Tapping Cards |
| ☐ | ☐ | Pad Certification |
| ☐ | ☐ | Address |
| ☐ | ☐ | Addendum Application |
| ☐ | ☐ | Other _____ |

OUTSIDE AGENCY APPROVALS

After approval from all departments

Required

Yes No

- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | School District – Clearance and Fees |
| ☐ | ☐ | Calleguas Water District – Clearance and Fees |
| ☐ | ☐ | County Traffic - Clearance and Fees |
| ☐ | ☐ | Recycling Forms - Clearance |
| ☐ | ☐ | County Flood – Clearance and Fees (Development Services' Staff faxes clearance form to County, when clearance is received, adds Fee to total) |
| ☐ | ☐ | APCD |
| ☐ | ☐ | Other _____ |

CALCULATION OF FEES

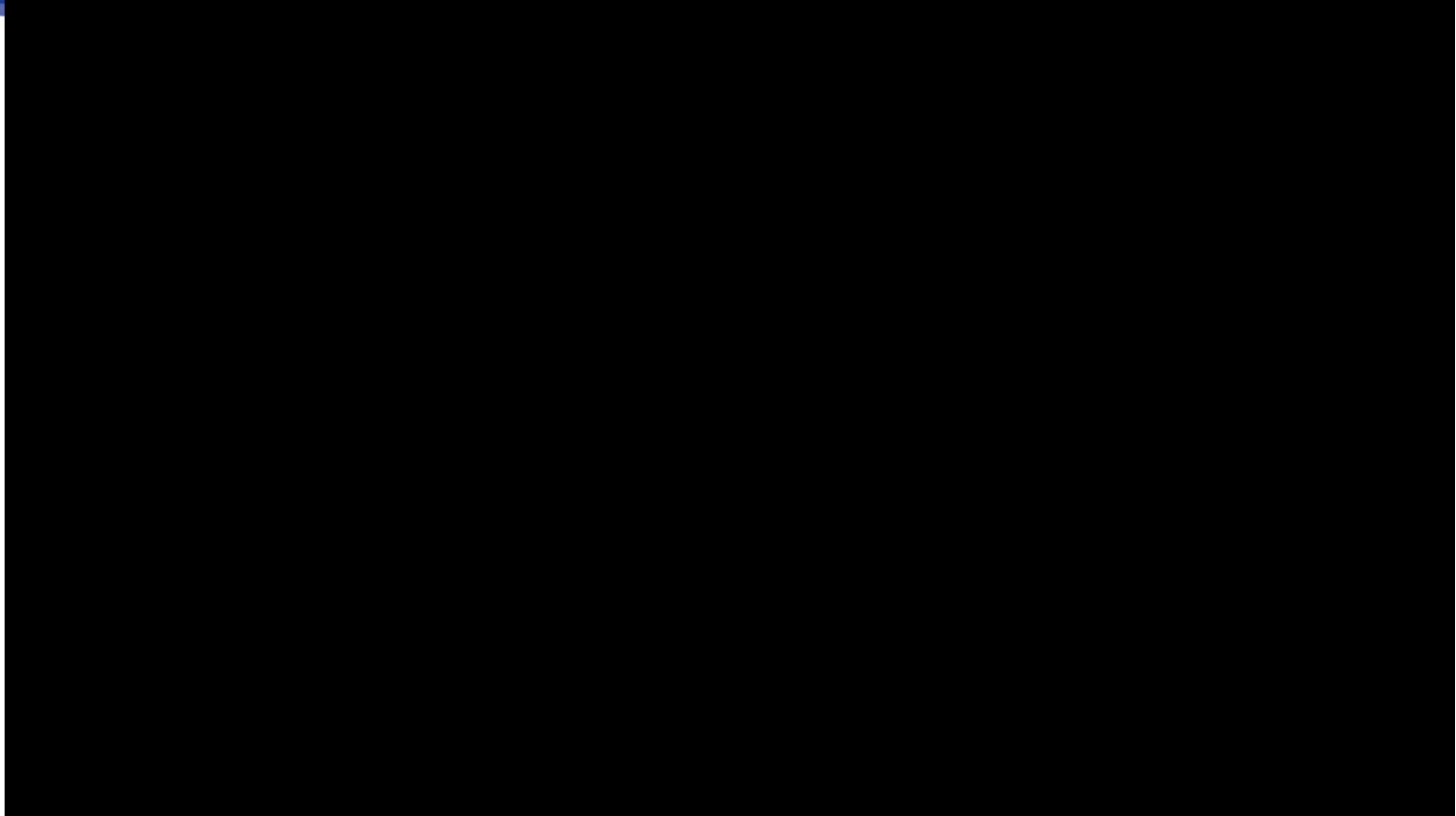
Fees will only be calculated when:

- All reviewing departments have approved and signed the plans.
 - The approved signed grading and/or public improvement plans are attached to the permit set. (If required for the project.)
 - Three sets of approved plans and two sets of calculations are assembled.
 - One of the three sets of plans is a black line on bond, suitable for microfilming is submitted.
- Projects are placed on a waiting list for fees, priority assigned based on plan approval date.

ISSUANCE OF PERMIT

The permit will be issued when:

- All of the above steps have been completed;
- Documentation of the outside agency can be verified; and
- Any additional required documents have been attached.



Summary of Issues and Solutions

Issue Raised	Proposed Solution
Plan-check rechecks take too long and are placed in line with first checks	• Expedite rechecks in a separate priority and process in 2-3 weeks (rather than 4-6 weeks)
Changes in the field require full plan check and cause significant construction delays	• Provide more field decision-making authority to inspectors to ensure they can make change decisions
Need more time/attention from senior staff on complicated or multi-phased projects	• Use Development Advisory Committee (DAC) for preliminary inquiries to get accurate info to applicants early • Expand use of Small Business Review • With use of Plan Check contract services, senior staff can be more available directly to customers • New Assistant Director
Process is unclear and seems to be a “black box” of uncertainty for applicants	• Expand permit submittal receipt to include description of next steps, who is reviewing application (with contact info) and timeline for completion • Develop clear development review roadmap available on the City’s website - with easy to understand visuals
Some projects have a need for true expedited service	• Establish an expedited fee for service that will be available to applicants
Minor projects require too high a level of review (Planning Commission and City Council)	• Revise authorities to Development Director Reviews (DDR’s) as much as possible (i.e. Doggie Day Care) • Shift authority of Tentative Tract Maps to Planning Commission • Others to be considered
Inadequate resources in key customer interface and problem solving roles • Fee Calculation • Single Family Dwelling Reviews (smaller projects) • Call/e-mail returns • Wait times at the public counter	• New Permit tech(s) • New Planning Tech

COMMITTEE OUTCOME

The City Council expressed support for the recommended improvements subject to Fiscal Year 2019/20 budget adoption.



Questions?