

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

(Amended 6/13/19: Items H-2 and J-5 amended; Presentation added for Public Hearing items [I-1 to I-3])

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

June 18, 2019

Regular Meeting - 5:00 PM

Public Hearings - 6:00 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council, Housing Authority Board, Parking Authority.

B. OPENING CEREMONIES (5:00 PM)

Pledge of allegiance to the flag of the United States.

C. 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.

D. 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.

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

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)

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.

F. 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.

G. 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.

H. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the June 4, 2019 regular meeting and the June 5, 2019 special meeting as presented.

Legislative Body: City Council

Contact: Michelle Ascencion, (805) 385-7805

2. City Clerk Department (ITEM AMENDED)

SUBJECT: Appointment of Citizen Advisory Group ("CAG") Member.

RECOMMENDATION: That the Mayor, with the concurrence of the City Council, appoint Mayor Pro Tem Ramirez's nominee to the Commission on Homelessness and Councilwoman Basua's and Mayor Flynn's nominees to the Community Relations Commission.

Legislative Body: City Council

Contact: Michelle Ascencion, (805) 385-7805

3. Community Development Department

SUBJECT: Planning and Zoning Permit No. 18-680-02 (Mills Act Agreement-Henry T. Oxnard-Landmark No. 161), Barbara A. Grant House at 225 South F Street. Filed by Barbara Anne Grant, Trustee on behalf of 225 S. F St Revocable Trust.

RECOMMENDATION: That the City Council approve a recommendation by the City of Oxnard Cultural Heritage Board and the Housing and Economic Development Committee to authorize the Mayor to execute a Mills Act Contract (Agreement No. A-8139) with Barbara Anne Grant, Trustee on behalf of Property Owner (225 S. F St Revocable Trust) to maintain and preserve a historic property located at 225 S. F Street (Oxnard-Landmark No. 161). (Housing and Economic Development Committee approved 2-0)

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

4. Community Development Department

SUBJECT: Award of Trade Services Agreement for New Custodial Services for Oxnard Transit Center (OTC).

RECOMMENDATION: That the City Council:

1. Award of a trade services agreement to Joranda Marketing Inc. doing business as (dba) Jan-Pro Central Coast in the amount of \$375,000 for three years of custodial services at the Oxnard Transit Center at 201 E. Fourth Street (Agreement No. 8646-19-CD); and

2. Approve the appropriation of \$9,790 from TDA Transportation Fund 213 to fund the trade services agreement for the balance of the fiscal year 2018-2019.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

5. Community Development Department

SUBJECT: Planning & Zoning Permit No. 19-580-03 (Zoning Text Amendment - ZTA) – Amendments to Chapters 11 and 16, of the Oxnard City Code (OCC) Pertaining to Manufacturing, Testing, and Distribution of Cannabis.

RECOMMENDATION: That the City Council approve the second reading by title only and adoption of Ordinance No. 2960 of the City Council of the City of Oxnard adding Article XVI to Chapter 11 and amending Chapter 16 of the Oxnard City Code to permit cannabis manufacturing, testing, and distribution.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

6. Human Resources Department

SUBJECT: Memorandum of Understanding for Property Insurance Coverage with CSAC-EIA.

RECOMMENDATION: That the City Council award and authorize the City Manager to execute a Memorandum of Understanding – Property Program (Agreement No. A-8148) with the CSAC Excess Insurance Authority for the purpose of obtaining property insurance coverage beginning in Fiscal Year 2019-20.

Legislative Body: City Council

Contact: Steve Naveau, (805) 385-7947

7. Police Department

SUBJECT: Enterprise Fleet Management Agreement

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a three-year agreement with Enterprise Fleet Management, Inc. (Contract number A-8136) along with the Master Equity Lease Agreement for vehicle leasing with Enterprise FM Trust for detective and support staff vehicles in an amount not to exceed \$675,000. (Public Safety Committee approved 3-0)

Legislative Body: City Council

Contact: Scott Whitney, (805) 385-7624

8. Public Works Department

SUBJECT: Agreement for Consulting Services at the Santa Clara Landfill Located at River Ridge Golf Course.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the Fourth Amendment to Agreement No. 7167-15-CM with Ventura Regional Sanitation District extending the term to June 30, 2020, and increasing the amount by \$102,568.00 for a total of \$520,783.91 for monitoring and reporting for the closed Santa Clara Landfill.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

9. Public Works Department

SUBJECT: Notice of Completion - Police Station Roof Replacement Project.

RECOMMENDATION: That the City Council receive an update following a Notice of Completion for the Police Station Roof Replacement Project recorded on April 22, 2019.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

10. Public Works Department

SUBJECT: Notice of Completion - Storm Drain Catch Basin Excluders Project.

RECOMMENDATION: That the City Council receive an update following a Notice of Completion for the Storm Drain Catch Basin Excluders Project recorded on April 22, 2019.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

11. Public Works Department

SUBJECT: Budget Appropriation to Leverage Grant Funding for Dead Tree Removal.

RECOMMENDATION: That the City Council approve a budget appropriation in the total amount of \$376,250, including \$87,500 from Measure O funds to be used to leverage \$288,750 from grant funds for dead tree removal (called the "Tree Mortality Event Response"). (Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

12. Public Works Department

SUBJECT: Hazard Mitigation Grant Program Application Resolutions.

RECOMMENDATION: That City Council adopt resolutions authorizing the City Manager to submit applications for \$15,750,000 in grant funds to the California Governor's Office of Emergency Services (Cal OES).

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

I. PUBLIC HEARINGS (6:00 PM) (PRESENTATION ADDED)**1. Public Works Department**

SUBJECT: Adoption of Resolution to Levy the Fiscal Year 2019-20 Assessments in Mandalay Beach Maintenance District (MAD 4). (5/5/5)

RECOMMENDATION: That the City Council acting as the legislative body for the Mandalay Beach Maintenance District (MAD 4):

1. Hold a public hearing to receive public testimony regarding the proposed Fiscal Year 2019-2020 assessments for the Mandalay Beach Maintenance District; and
2. Adopt a resolution fixing the special assessments in the Mandalay Beach Maintenance District for Fiscal Year 2019-2020.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

2. Public Works Department

SUBJECT: Adoption of Resolution Approving Engineer's Report and Ordering the Levy and Collection of Assessments for the Fiscal Year 2019-2020 Within the City's Landscape Maintenance Districts. (5/5/5)

RECOMMENDATION: That the City Council acting as the legislative body for the City's Landscape Maintenance Districts;

1. Hold a public hearing to receive public testimony regarding the proposed Fiscal Year 2019-2020 assessments in the City's Landscape Maintenance Districts, and
2. Adopt a resolution approving the Fiscal Year 2019-2020 Consolidated Engineer's Report and ordering the levy and collection of assessments (Attachment 1) for Fiscal Year 2019-2020 within the City's Landscape Maintenance Districts pursuant to the Landscaping and Lighting Act of 1972.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

3. Public Works Department

SUBJECT: Adoption of Resolution to Levy Waterways Maintenance District Assessments for Fiscal Year 2019-20. (5/5/5)

RECOMMENDATION: That the City Council, acting as the legislative body for the Waterways Maintenance Assessment District:

1. Hold a public hearing regarding proposed assessments for the Waterways Maintenance District for Fiscal Year 2019-2020, and
2. Adopt a resolution (Attachment 1) for Fiscal Year 2019-2020 fixing assessments for the Waterways Maintenance District.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

J. REPORTS**1. Finance Department**

SUBJECT: Adoption of Fiscal Year 2019-20 Operating and Capital Improvement Budget. (15/20/20)

RECOMMENDATION: 1. That the City Council adopt the following resolutions:

- a. A Resolution of the City Council of the City of Oxnard Approving the City Operating and Capital Improvement Budget for the Fiscal Year 2019-20;
- b. A Resolution of the City Council of the City of Oxnard Amending Resolution Nos. 15205 and 15207, Authorizing Full-Time Equivalent Positions in the City Service Effective July 1, 2019 in Accordance with the Operating and Capital Budget for the 2019-20 Fiscal Year;
- c. A Resolution of the City Council of the City of Oxnard Amending Resolution Nos. 15,204 and 15,206 and Approving the Attached Classification and Salary Schedule Pursuant to Chapter 4 of the City Personnel Rules and Regulations;
- d. A Resolution of the City Council of the City of Oxnard Establishing Financial Management Policies; and
- e. A Resolution of the City Council of the City of Oxnard Establishing an Appropriation Limit for the Fiscal Year 2019-2020; and

2. That the Housing Board of Commissioners adopt a Resolution of the Housing Authority of the City of Oxnard Approving the Housing Authority's Operating Budget for Fiscal Year 2019-2020.

Legislative Body: City Council, Housing Authority Board

Contact: Alexander Nguyen, (805) 385-7430

2. City Manager Department

SUBJECT: Exclusive Negotiation Agreements between the City of Oxnard and Clear Channel Outdoor, LLC and between the City of Oxnard and Outfront Foster Interstate, LLC, both regarding potential digital billboard sites on City-owned property and rights-of-way along U.S. Highway 101. (5/10/5)

RECOMMENDATION: That the City Council authorize the Mayor to:

1. Execute the Exclusive Negotiation Agreement between the City of Oxnard and Clear Channel Outdoor, LLC regarding potential digital billboard sites on City-owned property and rights-of-way on the north side of U.S. Highway 101 between Rose Avenue and Del Norte Boulevard and the south side of U.S. Highway 101 between Vineyard Avenue and Rice Avenue; and
2. Execute the Exclusive Negotiation Agreement between the City of Oxnard and Outfront Foster Interstate, LLC regarding potential digital billboard sites adjacent to RiverPark Boulevard near Vineyard Avenue (APNs 132-003-301; 132-031-106; and 132-031-107) and City-owned property and right-of-way on the north side of U.S. Highway 101 the Santa Clara River and Rose Avenue.

Legislative Body: City Council

Contact: Ashley Golden, (805) 385-7478

3. Cultural & Community Services Department

SUBJECT: Performing Arts Center Agreement Extension. (10/10/15)

RECOMMENDATION: That City Council:

Approves and authorizes the Mayor to execute a fourth amendment of the Agreement (A-5904) between the City and the non-profit Oxnard Performing Arts Center Corporation in an amount not to exceed \$410,000 for the operation, maintenance, and management of the Performing Arts and Convention Center, which includes deposits received for events scheduled through December 31, 2019.

Legislative Body: City Council

Contact: Ashley Golden, (805) 385-7478

4. Community Development Department

SUBJECT: Exclusive Negotiation Agreement between the City of Oxnard, the Parking Authority of the City of Oxnard and Madison Park Financial Corporation regarding the Social Security Building (425 South B Street), the 538 South B Street parking lot, and associated parcels in downtown Oxnard. (5/10/5)

RECOMMENDATION: That the City Council and the Board of the Parking Authority of the City of Oxnard authorize the Mayor and Chair, respectively, to execute the Exclusive Negotiation Agreement with Madison Park Financial Corporation regarding the Social Security Building (425 South B Street), the 538 South B Street parking lot; and associated parcels in downtown Oxnard (202-010-121, 202-010-122, 202-010-125, 202-010-127, 202-010-129, 202-010-131, 202-010-133, 202-010-135, 202-010-141, 202-010-143, 201-010-510, 201-010-512, 201-010-517, 201-010-519, 201-010-520, 201-010-521, 201-010-522, 201-010-523, 201-010-524 and 201-010-526).

Legislative Body: City Council, Parking Authority

Contact: Jeffrey Lambert, (805) 385-7882

5. Public Works Department (ITEM AMENDED)

SUBJECT: Award Agreement with American Golf Corporation to Operate the River Ridge Golf Course. (10/5/5)

RECOMMENDATION: That City Council:

1. Approve the fee-for-service management agreement between American Golf Corporation (AGC) and the City of Oxnard (City) for the management, operation and maintenance of River Ridge Golf Club (RRGC) with no General Fund subsidy for a three-year term with options to renew for two additional one-year terms, exercised at the sole discretion of the City, and
2. Exempt the golf course from the City's Living Wage Policy.

(Note: This staff report has been revised from the June 11th Committee staff report to address concerns raised by the public and the Committee.)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

K. ADJOURNMENT

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**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. H.1.**

DATE: June 18, 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 June 4, 2019 regular meeting and the June 5, 2019 special 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 06.04.2019 CC,HA regular meeting
2. Minutes 06.05.2019 CC,HA special meeting

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
June 4, 2019

A. ROLL CALL/POSTING OF AGENDA

At 4:33 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council (concurrently with the Oxnard Housing Authority) 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, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present; Councilmember Bert Perello was absent (arrived at 4:45 p.m.). Housing Commissioners Jose Andrade and Francisco Vega arrived at 6:00 p.m.

Staff members present were Alexander Nguyen, City Manager; Stephen Fischer, City Attorney; Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; Jeffrey Lambert, Community Development Director; and Roger Brooks, Code Compliance Manager; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS (None received.)

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 Nos. 56-2015-00470344-CU-EI-VTA; 56-2018-00512103-CU-MC-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., two cases.”

At 4:34 p.m., the City Council recessed to a closed session. At 5:02 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney announced the Council was given an update on the two listed cases and there were no reportable actions out of closed session.

C. APPOINTMENT ITEMS

Community Development Department

1. SUBJECT: Recovery of Nuisance Abatement Costs.
RECOMMENDATION: That the City Council:
 1. Conduct a public hearing to consider objections to the cost report of the property owners whose property is to be assessed for nuisance abatement costs;

2. Approve the cost report; and
3. Direct the City Manager or designee to file a certified copy of the cost report with the Ventura County Auditor-Controller.

The City Clerk announced the date that public hearing notices were mailed to the affected property owners, and stated that no written communications had been received. The Code Compliance Manager gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. No public comments were received. Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

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: Recovery of Civil Citation Fines.
RECOMMENDATION: That the City Council:
 1. Conduct a public hearing to consider objections to the cost report of property owners whose property is to be assessed for civil citation fines;
 2. Approve the cost report; and
 3. Direct the City Manager or designee to file a certified copy of the cost report with the Ventura County Auditor-Controller.

The City Clerk announced the date that public hearing notices were mailed to the affected property owners, and stated that no written communications had been received. The Code Compliance Manager gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. No public comments were received. Without objection, the Council approved closing the public testimony portion of the public hearing. 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.

The City Council took a recess at 5:27 p.m.; the meeting resumed at 6:01 p.m.

D. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

Additional staff members present at this time were Emilio Ramirez, Housing Director; Kathleen Mallory, Planning and Environmental Services Manager; and Kenneth Rozell, Assistant City Attorney.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating June 2019 as “Pride Month” in the City of Oxnard.

Mayor Flynn read the proclamation and presented it to Genevieve Flores-Haro, who made some remarks on behalf of the Ventura County Diversity Collective.

2. SUBJECT: Presentation of a Proclamation Designating June 15, 2019 as the “29th Annual Juneteenth Celebration.”

Mayor Flynn read the proclamation and presented it to Angela Mitchell, Chair of the Ventura County Juneteenth Committee, who made some remarks.

3. SUBJECT: Presentation of a Commendation to Santa Clara High School Boys Basketball Team for Winning the CIF Southern Section Division 5AA and Advancing to the State’s Semi-Finals.

Mayor Flynn read the commendation and presented it to coach Bobby Tenorio, who made some remarks. The Council Members distributed certificates of commendation to the team members.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Martha Mata (in support of a Wilson Senior Center employee), Peggy Rivera (proposed budget cuts), Vincent Stuart (new chair of Community Action of Ventura County, and the upcoming Oxnard Jazz Festival), J.R. Ruiz (discrimination), Marvin Boos (Oxnard Performing Arts Center), Jackie Tedeschi (video broadcast of Inter-Neighborhood Council Organization meetings), Ray Blattel (recent MOUs with public safety labor groups), Martin Jones (accusations of California Constitution violations), Joyce Chavez (La Colonia Library and Fire Station 2), Miguel Rodriguez (Fire Station 2/Engine 62), Rick Casteniero (proposed budget cuts), Cynthia Salas (proposed budget cuts), Angel Garcia (recent community budget meetings, upcoming East Village neighborhood council meeting), Pat Brown (upcoming Planning Commission meeting on Downtown redevelopment), Sofia Vega (Fire Station 2), Kelly Christiansen (Fire Station 2), Israel Hernandez (Fire Station 2), Fabian Leon (Fire Station 2/Engine 62), Carolina Gallardo-Magana (Fire Station 2/Engine 62), Celeste Gamino (Fire Station 2/Engine 62), Jeff Wondoloski (Fire Station 2/Engine 62), Marcelo Martinez (Fire Station 2/Engine 62), Felipe Guzman (Fire Station 2/Engine 62), Alicia Percell (recent MOUs with public safety labor groups), and Aaron Starr (recent MOUs with public safety labor groups).

G. REPORT OF CITY MANAGER (No announcements.)

H. CITY COUNCIL REPORTS

Mayor Pro Tem Ramirez acknowledged recent La Colonia Library donors, commented on the upcoming census count, homelessness, and a recent Air Pollution Control District meeting.

Councilman MacDonald announced upcoming meetings of the Gold Coast Transit District and Ventura County Transportation Commission, and commented on a recent incident with a homeless individual.

Councilmember Perello commented on the proposed budget cuts and the importance of accurate information and public participation, and the 75th anniversary of the D-Day invasion.

Councilmember Madrigal reported on the inaugural Oxnard Insect Festival, acknowledged recent La Colonia Library donors, thanked County agencies for their donations, announced the upcoming New Trinity Community Church groundbreaking, and commented on graduations and summer safety.

Councilwoman Basua reported on a recent tour of Fire Station 8, recent meetings with the Firefighters Association, SEIU, and Supervisor John Zaragoza, and the inaugural Oxnard Insect Festival.

Councilmember Lopez reminded the public that all should feel welcome to attend City Council meetings and Spanish translation is available.

Mayor Flynn commented on the inaugural Oxnard Insect Festival, and encouraged the public to participate in the budget process.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-2 and K-15 were discussed among the Council and staff.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Pat Brown.

K. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of the May 21, 2019 regular meeting as presented.
2. SUBJECT: Appointment of Citizen Advisory Group ("CAG") Members.
RECOMMENDATION: That the Mayor, with the concurrence of the City Council, appoint Councilmember Madrigal's nominee to the Community Relations Commission, and Mayor Flynn's nominee to the Downtown Design Review Committee.

Community Development Department

3. SUBJECT: Seventh Amendment for Joranda Marketing Inc. (dba Jan-Pro Cleaning Systems Central Coast) Trade Services Agreement No. A-7846 and Budget Appropriation for Janitorial Services at the Oxnard Transit Center.
RECOMMENDATION: That City Council:
 - 1 Approve and authorize the Mayor to execute the Seventh Amendment to Trade Services Agreement No. A-7846 with Joranda Marketing Inc. dba Jan-Pro Cleaning Systems Central Coast, to increase the amount from \$530,193 not to exceed \$557,390 (an increase of \$27,197) and to extend the expiration date to July 1, 2019, for janitorial services at the Oxnard Transit Center at 201 East Fourth Street; and
 2. Approve the appropriation of \$27,197 for an additional two months of janitorial services at the Oxnard Transit Center (Account No. 213-3110-803-8209).

Finance Department

4. SUBJECT: Amendment to External Auditor Agreement for Measure O Fund agreed-upon procedures for FY 2017-18 and FY 2018-19.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the Eighth Amendment to Agreement A-7819 with Eadie + Payne, LLP, to increase the amount by \$22,000, for a total amended not-to-exceed amount over 5 years of \$1,997,910 for FY 2017-18 and FY 2018-19 agreed-upon procedures for Measure O Fund.

Housing Department

5. SUBJECT: Housing Authority Investment Policy and Investment Portfolio Guidelines.
RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard ("Authority") adopt **Resolution No. 1310** adopting an investment policy and investment portfolio guidelines for the Housing Authority of the City of Oxnard for FY 2019-2020.

Police Department

6. SUBJECT: Change in Accounting Practices for Phoenix Group Contract.
RECOMMENDATION: That the City Council approve a budget appropriation for the current fiscal year (2018-19) that recognizes:
1. A \$280,066 increase in General Fund revenues (101-2101-556-7402) due to a change in the accounting process of collecting parking citations, civil citations, and animal safety citations; and
 2. A \$280,066 increase in General Fund expenditures (101-2101-802-8202 Patrol and 101-2106-802-8202 Animal Safety) due to a change in the accounting process of remitting payments to Phoenix Group (vendor) for its services and the County of Ventura Auditor's Office.
7. SUBJECT: Amendment to Agreement with Vigilant Solutions LLC.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the First Amendment to Agreement 7907-17-PO with Vigilant Solutions LLC., to increase the amount by \$275,000 to a total of \$425,000 over five years for the purpose of adding nine additional, three camera Mobile LPR (License Plate Reader) systems. (Public Safety Committee approved 3-0)
8. SUBJECT: MOUs with School Districts.
RECOMMENDATION: That the City Council approve and authorize the City Manager to execute the Cost Sharing Memorandum of Understanding (MOU) between the City and 1) the Rio School District, 2) Hueneme School District, 3) Oxnard School District and 4) Oxnard Union High School District for the School Resource Officer (SRO) Program. These MOUs set forth guidelines between the listed school districts and the Oxnard Police Department (OPD) to ensure an understanding of the goals of the SRO program. The various districts reimburse the OPD for a portion of the personnel costs associated with this program. These MOUs establish a 3-year term with each school district where the reimbursement rate will remain the same throughout fiscal years 2019 through 2022. (Public Safety Committee approved 3-0)

Public Works Department

9. SUBJECT: Approval of First Amendment to Agreement No. A-8022 with MNS Engineers, Inc.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the First Amendment to Agreement No. A-8022 with MNS Engineers, Inc., increasing the agreement value from \$250,000 to \$400,000 and amending the language in Section 21 (Hold Harmless, Defense and Indemnity) of the agreement.
10. SUBJECT: Approval of First Amendment to Agreement No. A-8013 with Encompass Consultant Group, Inc.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the First Amendment to Agreement No. A-8013 with Encompass Consultant Group, Inc., increasing the agreement value from \$250,000 to \$400,000 and amending the language in Section 21 (Hold Harmless, Defense and Indemnity) of the agreement.
11. SUBJECT: Approval of Third Amendment to Agreement No. A-8231 with M6 Consulting for Engineering, Professional, and Technical Services.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement No. A-8231 with M6 Consulting to:
1. Expand the Scope of Services to include engineering and other technical services;
2. Extend the agreement term to February 28, 2021; and
3. Increase the value of the Agreement from \$200,000 to \$450,000 for ongoing services.
12. SUBJECT: Approval of Third Amendment to Agreement No. A-8102 with Interwest Consulting Group, Inc.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement No. A-8102 with Interwest Consulting Group, Inc. to:
1. Extend the Agreement term to June 30, 2020 and
2. Increase the value of the Agreement from \$239,920 to \$419,920 for ongoing services.
13. SUBJECT: Agreement No. 8125 with Pacific Coast Land Design, Inc. for performing community engagement and design work for the La Colonia Green Alleys Project.
RECOMMENDATION: That the City Council award and authorize the Mayor to execute an Agreement (A-8125) with Pacific Coast Land Design, Inc. in the amount of \$244,252.30 to perform community engagement and design work for the La Colonia Green Alleys Project. (Public Works and Transportation Committee approved 3-0)
14. SUBJECT: Award Agreement No. 8141 for Mandalay Bay Bridge and Edison Canal Bridge Rehabilitation Plans, Specifications & Estimate.
RECOMMENDATION: That the City Council:
1. Award and authorize the Mayor to execute Agreement No. 8141 in the amount of \$201,914 with Dokken Engineering for design of the Mandalay Bay Bridge Rehabilitation Project 133113 and Edison Canal Bridge Rehabilitation Project 133114; and
2. Approve \$10,000 for project contingency for the Mandalay Bay Bridge Rehabilitation and \$10,191 for the Edison Canal Bridge Rehabilitation Project; and

3. Approve an appropriation of \$13,708 from the Street Maintenance Fund (105) for the Mandalay Bay Bridge Rehabilitation (Project 133113).
(Public Works and Transportation Committee approved 3-0)
15. SUBJECT: Fiscal Year 2019-2020 Landscape Maintenance Districts - Initiation of Proceedings, Declaration of Intention to Levy and Collect Assessments, and Scheduling of Public Hearing.
RECOMMENDATION: That the City Council:
1. Adopt **Resolution No. 15,224** initiating proceedings for the annual levy and collection of assessments for Fiscal Year 2019-2020 within the City's Landscape Maintenance Districts; and
2. Adopt **Resolution No. 15,225** declaring intention to levy and collect assessments for Fiscal Year 2019-2020 within the City's Landscape Maintenance Districts pursuant to the Landscaping and Lighting Act of 1972.
(The Public Works and Transportation Committee approved 3-0.)
16. SUBJECT: Special Tax Levy for Community Facility Districts No. 1 and No. 2 (Westport at Mandalay Bay).
RECOMMENDATION: That the City Council, acting as legislative body for Community Facilities Districts (CFD) No. 1 and 2:
1. Adopt **Resolution No. 15,226** (Attachment 1) setting a special tax rate within CFD No. 1 (Westport at Mandalay Bay) for FY 2019-2020; and
2. Adopt **Resolution No. 15,227** (Attachment 2) setting a special tax rate within CFD No. 2 (Westport at Mandalay Bay) for FY 2019-2020.
(Public Works and Transportation Committee approved 3-0.)
17. SUBJECT: Special Tax Levy for Community Facility Districts No. 3 and No. 4 (Seabridge at Mandalay Bay).
RECOMMENDATION: That the City Council, acting as the legislative body of Community Facilities District (CFD) No. 3 and Community Facilities District (CFD) No. 4:
1. Adopt **Resolution No. 15,228** (Attachment 1) setting a special tax rate within CFD No. 3 (Seabridge at Mandalay Bay) for FY 2018-19; and
2. Adopt **Resolution No. 15,229** (Attachment 2) setting a special tax rate within CFD No. 4 (Seabridge at Mandalay Bay) for FY 2018-19.
(Public Works and Transportation Committee approved 3-0.)
18. SUBJECT: Adopt a Resolution Authorizing the Special Tax Levy for Community Facilities District No. 5 (Riverpark).
RECOMMENDATION: That the City Council, acting as the legislative body of Community Facilities District (CFD) No. 5:
1. Adopt **Resolution No. 15,230** setting a special tax rate within CFD No. 5 (Riverpark) for FY 2019-2020 (Attachment A); and
2. Authorize the Special Districts Manager to execute an agreement for Billing of Direct Assessments (Attachment B) with the Ventura County Auditor-Controller to provide the service of placement of direct assessments on the Ventura County Secured Tax Roll.
(Public Works and Transportation Committee approved 3-0.)
19. SUBJECT: Special Tax Levy for Community Facilities District No. 2000-3 (Oxnard

Blvd./Highway 101 Interchange).

RECOMMENDATION: That the City Council, acting as the legislative body of Community Facilities District No. 2000-3 (CFD No. 2000-3), adopt **Resolution No. 15,231** setting a special tax rate within CFD No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) for Fiscal Year 2019-2020. (The Public Works and Transportation Committee approved 3-0)

20. **SUBJECT:** Statewide Park Development and Community Revitalization Program Grant Application.

RECOMMENDATION: That City Council adopt **Resolution Nos. 15,232 and 15,233** authorizing the City Manager to submit an application for \$8,500,000 in Statewide Park Development and Community Revitalization Program grant funds for the Campus Park Activation Project.

21. **SUBJECT:** Approve Grant Fund Transfer, Allocations, and Contract Amendments to Rice Avenue at Fifth Street Grade Separation Project.

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

1. Transfer of \$12,406,000 Senate Bill 1 (SB1) Trade Corridor Enhancement Program (TCEP) grant funds from Fund 181 (State Gas Tax) to Fund 189 (TCEP);
 2. A first amendment to Caltrans Cooperative Work Agreement No. 07-5065 upon receipt, identifying \$1,400,000 of SB1 TCEP grant for right-of-way (ROW) engineering;
 3. A first amendment to WKE, Inc. Agreement A-8094, adding \$490,075 and adding subconsultant, Group Delta, Padre & Associates;
 4. Authorize future changes to sub-consultants by the Public Works Director; and
 5. Unappropriate \$23,000 from Fund 275 (Federal Railroad Administration Railroad Safe Transportation of Energy Products) transportation grant.
- (Public Works and Transportation Committee approved 3-0)

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Lopez, to approve the Information/Consent items as presented. VOTE: Andrade, Basua, Flynn, Lopez, MacDonald, Madrigal, Ramirez, and Vega voted in favor; Perello announced that he is abstaining from voting on Landscape Maintenance District #13 on item K-15. The motion carried 9-0 on item K-5 (Housing Authority item), 6-0-1 on item K-15 (regarding LMD #13) and 7-0 on the remaining items (City Council items).

L. PUBLIC HEARINGS

Housing Department

1. **SUBJECT:** Fiscal Year 2019-20 Community Development Block Grant, HOME Investment Partnerships, and Hearth Emergency Solutions Grant Annual Action Plan Funding Recommendations.

RECOMMENDATION: That the City Council:

1. Conduct a public hearing to receive and consider public comments regarding the Plan Year 2019 Annual Action Plan funding recommendations of the seventh and final year of the 2013-2019 Consolidated Plan;
2. Approve the 2019 Annual Action Plan with final recommended use of funds for the

- three entitlement grants, Community Development Block Grant, HOME Investment Partnerships grant and the Hearth Emergency Solutions Grant;
3. Authorize the City Manager to make any changes to the Annual Action Plan as directed by the City Council, including amending any budget appropriations approved by the City Council and requiring amendment to reflect the additional federal funding received;
 4. Authorize the City Manager to execute the required applications, certifications, and other pertinent documents for the submission of the Annual Action Plan to the U.S. Department of Housing and Urban Development;
 5. Authorize the City Manager to execute agreements and sign all agreements for the implementation of the Annual Action Plan including subrecipients, interdepartmental, and intradepartmental agreements; and
 6. Authorize the City Manager to execute, from time to time, subsequent Annual Action Plan administrative adjustments as authorized by the Citizen Participation Plan.

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

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Vicky Odle. 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 Mayor Pro Tem Ramirez, seconded by Councilmember Lopez, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

Community Development Department

2. SUBJECT: Planning & Zoning Permit No. 19-580-03 (Zoning Text Amendment - ZTA) – Amendments to Chapters 11 and 16, of the Oxnard City Code (OCC) Pertaining to Manufacturing, Testing, and Distribution of Cannabis.
RECOMMENDATION: That the City Council:
 1. Following the public hearing, approve the first reading by title only and waiving further reading an Ordinance of the City Council of the City of Oxnard adding Article XVI to Chapter 11 and amending Chapter 16 of the Oxnard City Code to permit cannabis manufacturing, testing, and distribution; and
 2. Adopt **Resolution No. 15,234** approving the live scan procedure to adopt an Originating Agency Identification (ORI) number to permit the City to obtain both state and federal (FBI) criminal histories for the regulation of cannabis applicants.

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

The Planning and Environmental Services Manager and Tim Cromartie from HdL Companies gave reports.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Chris Egger, Alex Kozushin, Jeff Kroll, Tenesor Pena, Pat Brown, Angel Garcia, and Jackie Tedeschi.

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

M. REPORTS

Housing Department

1. SUBJECT: Low Rent Public Housing Budget for Fiscal Year 2020.
RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard:
 1. Adopt **Housing Authority Resolution No. 1311** approving and adopting the recommended \$7,242,417 operating budget for the Low Rent Public Housing program ("LRPH") for fiscal year 2020, as presented for each project area; and
 2. Approve and authorize the use of \$539,323 of unrestricted cash and investments to fund the projected deficit.

The Housing Director gave a report. Public comments were received from Pat Brown. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Councilmember Madrigal, to approve the recommended action as presented. VOTE: Andrade, Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, Ramirez, and Vega voted in favor; the motion carried 9-0.

2. SUBJECT: Section 8 Housing Choice Voucher Program Budget for Fiscal Year 2020.
RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard:
 1. Adopt **Housing Authority Resolution No. 1312** approving and adopting the recommended \$21,760,439 operating budget for the Section 8 Housing Choice Voucher Program ("Section 8") for fiscal year 2020; and
 2. Approve and authorize the use of \$234,189 of unrestricted cash/investments to fund the projected deficit.

The Housing Director gave a report. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Lopez, to approve the recommended action as presented. VOTE: Andrade, Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, Ramirez, and Vega voted in favor; the motion carried 9-0.

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 10:14 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor

MINUTES
OXNARD CITY COUNCIL
Special Meeting
June 5, 2019

A. ROLL CALL/POSTING OF AGENDA

At 6:09 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council (concurrently with the Oxnard Housing Authority) 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, Mayor Tim Flynn, and Housing Commissioner Francisco Vega (left the meeting at 9:34 p.m.) were present. (Commissioner Jose Andrade was absent.)

Staff members present were Alexander Nguyen, City Manager; Stephen Fischer, City Attorney; Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; Kevin Riper, Chief Financial Officer; Darwin Base, Fire Chief; Scott Whitney, Police Chief; Rosemarie Gaglione, Public Works Director; and Michelle Ascencion, City Clerk.

B. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

C. REVIEW OF INFORMATION/CONSENT AGENDA (None.)

D. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Walter J. Snyder.

E. INFORMATION/CONSENT AGENDA

Housing Department

1. SUBJECT: Authorize the Housing Authority to submit a letter of interest to participate in the Moving to Work Demonstration Program.
RECOMMENDATION: That the Housing Authority of the City of Oxnard Board of Commissioners adopt **Resolution No. 1313**:
 1. Approving participation in the Moving to Work Demonstration Program Cohort #2;
 2. Verifying an intent to comply with Moving to Work objectives and requirements; and
 3. Confirming a willingness to evaluate a Tiered Rent, 5% Stepped Rent or 3% Stepped Rent.

It was moved by Councilman MacDonald, seconded by Councilmember Madrigal, to approve the Information/Consent item as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, Ramirez, and Vega voted in favor; the motion carried 8-0.

F. PUBLIC HEARING

Finance Department

1. SUBJECT: Public Hearing on the Fiscal Year 2019-20 Operating Budget.

RECOMMENDATION: That the City Council and Housing Authority Board conduct a public hearing on the Fiscal Year 2019-20 proposed budget for the City of Oxnard and Oxnard Housing Authority; and provide staff direction regarding any adjustments to the proposed budget, in preparation for final budget adoption on June 18, 2019.

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

The City Manager, Chief Financial Officer, Fire Chief, Police Chief, Public Works Director, and Assistant City Manager gave reports.

The Council took a brief recess at 8:00 p.m.; the meeting resumed at 8:12 p.m.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Martha Mata, Margo Porras, Elaine Alarcon Totten, Gil Cajala, Jackie Tedeschi, Gabriel Teran, Tiffany Lopez, Joanne Julian, Eva Magana, Lupe Montano, Lilianna Oustinovshaya, Lisa Cody, Albert Penuelas, Mr. Cervantez from Santa Barbara Construction, Yesenia Pasillas, Carmen Barba, Jessica Aragon, Marvin Boos, Karina Aragon, Heyran Fallwind, Mary Anne Rivera, Joyce Chavez, Carmen Cano, Crystal Jazmine Luna, Olivia Hernandez, Lyle Elliott, Manuel Herrera, Mark Spellman, Danielle Montoya, Alice Madrid, Alex Juarez, Jennifer Kelley, Mirian Mendoza, Justin Cuevas, Jose Barrera, Carin Wofford, Karla Alejandra, Jesus Noyola, Stephany Jimenez, Yesenia Gonzalez, Yesenia Ponce, Fatima Cabanas, Christian A. Quirino, Raina Coria, Victor Cortes, K. Breaten, Kelly Christiansen, Jesus Noyola, Genevieve Flores-Haro, Vanessa Teran, Linda Calderon, Luis Sanchez, Leticia Carabajal, Ray Blattel, Alicia Percell, Aaron Starr, Fernando Vargas, Celeste Gamino, Cezar Salas Olvera, Israel Hernandez, Fabian Leon, Claudio Olivares, Javier Garibay, Shannon Torres Gilman, Andrew Rivera, Walter J. Snyder, Tim Linman, David T. Garcia, Felipe Guzman, Noe Estrada, Steve Kinney, Ramon Gomez, Frank Barajas, Lorraine Romero, Francine Castanon, Faustino Becerra, Savannah Mooney, Roman Rodriguez, Sue McDonald, and Diego Mendoza. (Commissioner Vega left the meeting during this time.)

Written comments were received from Kelly Christiansen, Steve Nash, Barbara Macri-Ortiz, Martha Mata, and Gabriel Teran.

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

The Council provided the following direction for the final budget:

1. Keep the Colonia Boxing Gym and Colonia Library open for the same number of hours as they are currently open.
2. Negotiate a contract extension for the Performing Arts Center to accommodate current bookings through the end of the calendar year; and craft parameters for a Request for Proposals for a facility operator to be issued in September.

3. No change to the proposed closure of the Carnegie Museum.
4. Keep Engine 62 at Fire Station 2 using Measure O funds.
5. Leadership staff shall confer with Service Employees International Union staff to solicit ideas for savings.

G. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 12:12 a.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor



AMENDED 6/13/19

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

DATE: June 18, 2019
TO: City Council
FROM: Michelle Ascencion, City Clerk, (805) 385-7805, michelle.ascencion@oxnard.org
SUBJECT: Appointment of Citizen Advisory Group ("CAG") Member.

RECOMMENDATION

That the Mayor, with the concurrence of the City Council, appoint Mayor Pro Tem Ramirez's nominee to the Commission on Homelessness, and Councilwoman Basua's and Mayor Flynn's nominees to the Community Relations Commission.

BACKGROUND

On May 21, 2019, Mayor Flynn with the Council's concurrence made several appointments to the eight Citizen Advisory Groups for the current term. Additional appointments were approved on June 4, 2019. However, four positions are still pending appointment as the background checks have not yet been completed.

Three more applicants have successfully completed their background checks:

Olga ("Rene") Camper-Stewart - Commission on Homelessness (Ramirez)
Celene Valenzuela - Community Relations Commission (Basua)
Tiffany Lopez - Community Relations Commission (Flynn)

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).

As additional applicants complete the background check process, their names will be submitted for Council approval on future agendas.

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.

Prepared by: Michelle Ascencion, City Clerk

ATTACHMENTS

None



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

DATE: June 18, 2019

TO: City Council

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

SUBJECT: Planning and Zoning Permit No. 18-680-02 (Mills Act Agreement-Henry T. Oxnard-Landmark No. 161), Barbara A. Grant House at 225 South F Street. Filed by Barbara Anne Grant, Trustee on behalf of 225 S. F St Revocable Trust.

RECOMMENDATION

That the City Council approve a recommendation by the City of Oxnard Cultural Heritage Board and the Housing and Economic Development Committee to authorize the Mayor to execute a Mills Act Contract (Agreement No. A-8139) with Barbara Anne Grant, Trustee on behalf of Property Owner (225 S. F St Revocable Trust) to maintain and preserve a historic property located at 225 S. F Street (Oxnard-Landmark No. 161). (Housing and Economic Development Committee approved 2-0)

BACKGROUND

Since 1991, the City of Oxnard has worked and contracted with the County of Ventura Resource Management Agency to review and make recommendations on historical applications such as historical landmarks, Certificate of Appropriateness, environmental reviews and contracts affecting historical properties. Since that time, the Ventura County Cultural Heritage Board has acted as the City of Oxnard's Cultural Heritage Review Board.

ANALYSIS/DISCUSSION

On November 13, 2018, the City received an application request for a Mills Act Agreement for the subject property. Pursuant to City Council Resolution Nos. 10,135 and 13,215, on February 11, 2019, the Ventura County Cultural Heritage Review Board (CHRB) acting as the Oxnard Cultural Heritage Review Board (OCHRB) held a public meeting and recommended that the City Council approve a Mills Act Contract for the subject property at 225 South F Street. Prior to the meeting, Ventura County Planning Staff and members of the Cultural Heritage Board conducted a site inspection of the property to evaluate and document existing property conditions of structures and property surroundings to assess the integrity of the property and its contributing resources. The OCHRB has determined that the property's historical preservation and unique characteristics are a contribution cultural resource to the Henry T. Oxnard Historic District Landmark No. 161, which is listed in the National Register of Historic Places.

The Mills Act is a State law where historical properties are eligible for property tax reduction by the Ventura County Assessor, pursuant to the Revenue and Taxation Code Section 439 et seq. The property tax reduction serves as an incentive in exchange for the continued preservation and rehabilitation of historic or contributing properties. The Mills Act Agreement is a property tax relief contract which includes preservation and rehabilitation schedules agreed to by the owner to restore and/or maintain the property in accordance to the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings.

In the City of Oxnard, the Mills Act historical preservation incentive program has been available to owners of qualified historic properties since 2007 and within the City there are currently seven properties that are participating in the Mills Act program. The agreement also establishes annual inspections for verification that the property is being maintained and that rehabilitation obligations are on schedule for the life of the agreement.

ENVIRONMENTAL IMPACT

Pursuant to Section 15301(Existing Facilities-Class 1) of the California Environmental Quality Act (CEQA) Guidelines, projects involving existing facilities are exempt from environmental review.

STRATEGIC PRIORITIES

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

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

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

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:

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

FINANCIAL IMPACT

The Mills Act is a state law allowing cities to enter into contracts with the owners of historic structures. Such contracts require a reduction of property taxes in exchange for the continued preservation of the property. Property taxes are recalculated using a formula in the Mills Act and Revenue and Taxation Code. Typically property owners can expect a 20% to 60% savings on their property taxes. A 20% to 60% reduction in those property taxes would benefit the property owner by an amount between \$1,052 per year and \$3,157 per year. Since the City receives approximately 22% of each property tax dollar, the annual loss to the General Fund would be between \$231 and \$695. The term of the contract is 10 years; however it is automatically extended for one year at its anniversary. The agreement stays with the property, that is, the agreement automatically transfer to each new property owner and the property is not re-appraised at the full market value. Both the owner and local government may cancel the contract by filing a 'notice of non-renewal', which would allow the contract to stop its' annual renewal and 'wind down' over the next 10 years.

COMMITTEE OUTCOME

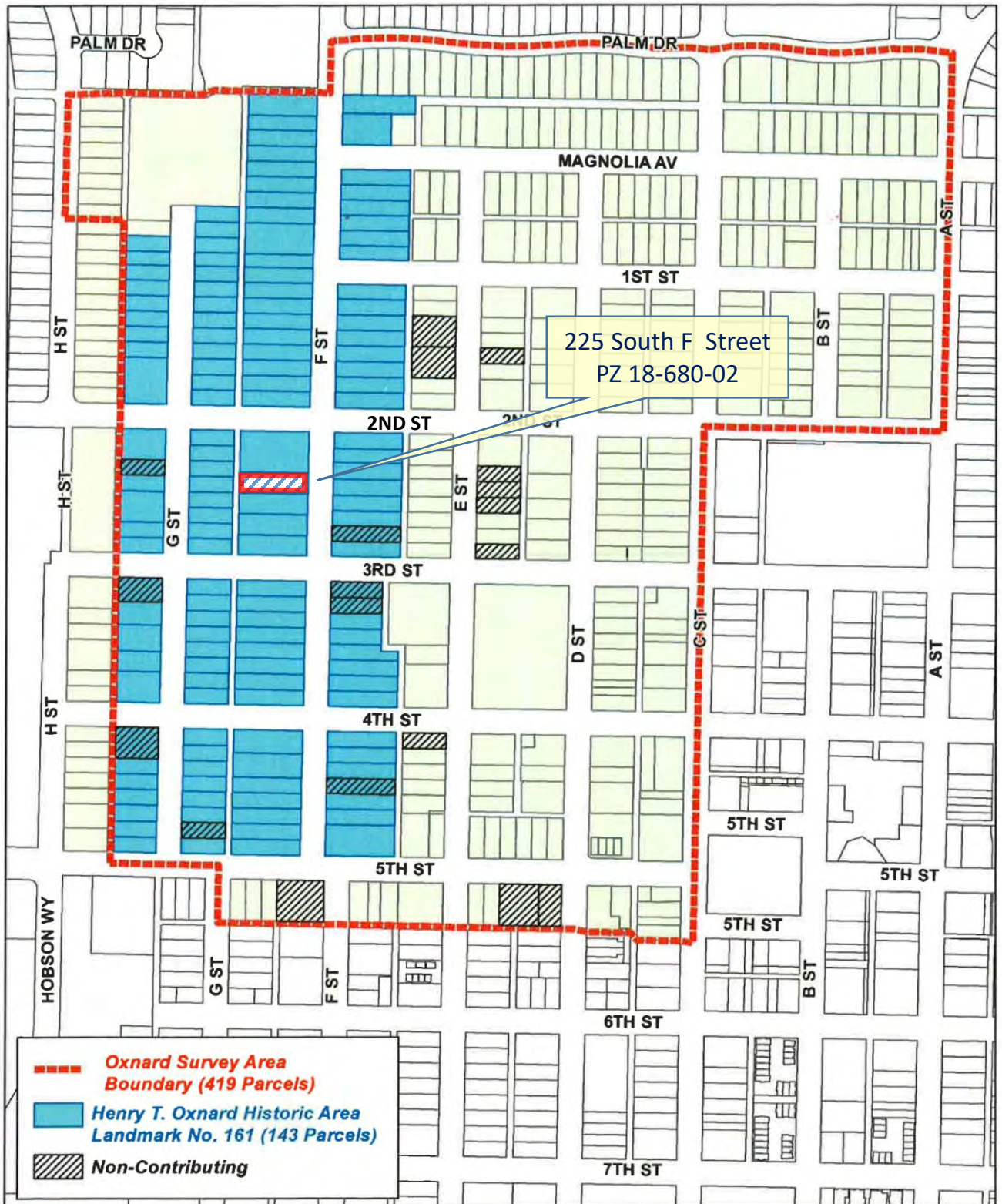
On May 14, 2019, staff made a presentation to the Housing and Economic Development Committee (HEDC). Contract agreements are generally not HEDC committee review items, since the recommending body to the City Council is the OCHRB. However, because Mills Act agreements involving historically designated or eligible properties are not a common request, staff took this opportunity to cover and share information details about the City's program. Presentation details included information on which properties qualify and briefly described the contractual agreement and expectations of such contract. As an example, staff used the subject agreement to cover and go over the various components of a typical agreement. Committee members asked several clarification questions regarding the agreement terms and eligible properties. The Committee members present voted 2-0-1, with one member (Flynn) abstaining due to proximity conflict of interest to the subject Mills Act property.

Prepared by: Juan Martinez, Associate Planner

ATTACHMENTS

1. Attachment A-Vicinity Map
2. Attachment B-Memo to OCHB for Mills Act
3. Attachment C-Mills Act Agreement No. A-8139

Vicinity Map



Ventura County
Resource Management Agency
Information Systems Department
Map created on 05/06/2013



Oxnard Historic Survey Area

0 150 300 600 Feet

Disclaimer: this map was created by the Ventura County Resource Management Agency, Mapping Services - GIS, which is designed and operated solely for the convenience of this County and related public agencies. The County does not warrant the accuracy of this map and no decision involving a risk of economic loss or physical injury should be made in reliance therein.



Oxnard Cultural Heritage Board

Memorandum

County of Ventura • Resource Management Agency • Planning Division

800 S. Victoria Avenue, Ventura, CA 93009-1740 • (805) 654-5042 • ventura.org/rma/planning

Date: February 21, 2019

To: Oxnard Cultural Heritage Board (OCHB)

From: Ashley Cook, County of Ventura Cultural Heritage Staff
Denice Thomas, Planning Programs Section Manager, County of Ventura

Subject: Mills Act Contract – 225 South F Street, Oxnard (Landmark 161)

On February 11, 2019, Ventura County Cultural Heritage Board (CHB), acting as the OCHB, pursuant to Resolution No. 10.135 of the City of Oxnard City Council, held a public meeting to Consider a recommendation to the City of Oxnard City Council to establish a Historical Property Contract (also known as Mills Act Contract) pursuant to Ventura County Ordinance No. 4225 §1364-10 and §50280 of the California Government Code for the subject property at 225 South F Street (CH19-0004)

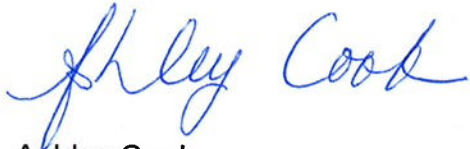
At this meeting the Ventura County Cultural Heritage Board (CHB), acting as the OCHB, pursuant to Resolution No. 10.135 of the City of Oxnard City Council, made the Following Mills Act Findings 1-4:

1. Barbara Anne Grant, trustee, possess, and owns real property located at 225 South F Street, Oxnard, Ventura County, California;
2. The property is a qualified historical property that is privately owned, not exempt from property taxation and is designated as Ventura County Historical Landmark No. 161;
3. The owner desires to carry out the relevant purposes of the California Government Code for the entire site and structures thereon; and
4. The owner desires to limit the use of the historical property, 225 South F Street, Oxnard, to retain its characteristics as a property of historical significance.

Subsequently the CHB considered and approved findings one through four as noted above and recommends adoption of the proposed Mills Act Contract to the Oxnard City Council.

If you have any questions, please do not hesitate to call me at (805) 654-5042 or email me at ashley.cook@ventura.org.

Sincerely,



Ashley Cook
Cultural Heritage Program Coordinator

Encl:

- Exhibit 1: Location Map
- Exhibit 2: Mills Act Contract Draft
- Exhibit 3: Mills Act Application and Proposed 10-Year Rehabilitation Plan
- Exhibit 4: Historic Characteristics and Photos
- Exhibit 5: Legal Description
- Exhibit 6: Title Report

RECORDING REQUESTED BY:

CITY OF OXNARD

Request recording without fee. Recorded for
Benefit of the City of Oxnard pursuant to
Section 6103 of Government Code.

WHEN RECORDED MAIL TO:

City of Oxnard
300 West Third Street
Oxnard, CA 93030

AGREEMENT A- 8139

AGREEMENT AFFECTING REAL PROPERTY

THIS AGREEMENT is made and entered into by and between

CITY OF OXNARD, a California Municipal Corporation, hereinafter called (“**CITY**”) and

Barbara Anne Grant, Trustee of the 225 S F St Revocable Trust, hereinafter called (“**OWNER**”)

R E C I T A L S

OWNER possesses and owns real property located within the City of Oxnard, as described in Exhibit A, attached hereto and incorporated herein by this reference.

The real property is qualified historical property that is privately owned, is not exempt from property taxation, and is either: (a) Listed in the National Register of Historic Places or located in a registered historic district, as defined in Section 1.191-2(b) of Title 26 of the Code of Federal Regulations; or (b) listed in any state, city, county, or city and county official register of historical or architecturally significant sites, places or landmarks. The real property is hereinafter referred to as the “**Historical Property.**”

Both CITY and OWNER desire to carry out the purposes of Article 12 (commencing with Section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code, and Article 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Both CITY and OWNER desire to preserve the Historical Property and, when necessary, to restore and rehabilitate the Historical Property to retain its characteristics as property of historical significance.

A G R E E M E N T

NOW, THEREFORE, OWNER and CITY, in consideration of the mutual promises, covenants and conditions contained herein and the substantial public benefits to be derived therefrom, agree as follows:

1. **Agreement Subject to California Government Code Sections 50280-50290**

This Agreement is made pursuant to California Government Code Sections 50280 through 50290 and Article 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code, and is subject to all of the provisions of those statutes, except as modified by this Agreement.

2. **Furnishing Information**

Owner hereby agrees to furnish City with any and all information requested by City, which City deems necessary or advisable to enable City to determine compliance with the terms and provisions of this Agreement.

3. **Preservation, Restoration and Rehabilitation of Property**

OWNER agrees to preserve, restore, and rehabilitate the Historical Property in conformance with the following conditions, requirements, and restrictions:

- a. OWNER shall preserve and maintain the characteristics of historical significance of the Historical Property as described in Exhibit A and incorporated herein by this reference. A list of the minimum standards and conditions for maintenance, use, and preservation of the Historical Property, which shall apply to such Historical Property throughout the term of this Agreement, is attached hereto as Exhibit B and incorporated herein by this reference.
- b. OWNER shall, where necessary, restore and rehabilitate the Historical Property according to the rules and regulations of the Office of Historic Preservation of the Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation, and the State Historical Building Code, and in accordance with schedule of rehabilitations attached hereto as Exhibit C and incorporated herein by this reference.

4. **Inspections**

OWNER agrees to permit periodic examinations of the interior and exterior of the Historical Property by CITY's Cultural Heritage Board representative(s), the Assessor of Ventura County, the State Department of Parks and Recreation, and the State Board of Equalization, as may be necessary to determine OWNER'S compliance with this Agreement.

5. Annual Inspection Fee

Each year on the anniversary date of this Agreement, OWNER shall pay an annual fee listed in the City of Oxnard Planning Department's current fee schedule for Mills Act Contract Inspections for the inspection of the Historical Property by Cultural Heritage Board representative(s).

6. Term of Agreement

The term of this Agreement shall be for a minimum period of ten years, from January 1, 2020 to and including December 31, 2030.

7. Notification by Owner

OWNER or an agent of OWNER shall provide written notice of this Agreement to the Office of Historic Preservation within six months of the execution of this Agreement.

8. Automatic Renewal

On the anniversary date of this Agreement, one year shall be added automatically to the initial ten year term of the Agreement, unless Notice of Nonrenewal is given as provided in this Agreement.

9. Update of Improvement Schedule.

At least ninety (90) days prior to the tenth anniversary of the Effective Date of this Agreement, and ninety (90) days prior to every tenth (10th) anniversary thereafter, OWNER shall provide the CITY with an updated schedule of improvements and maintenance items for the Cultural Heritage Board's review and approval, which shall not be unreasonably withheld. Such updated schedule shall contain a list of proposed improvements and/or revisions to be accomplished during the next succeeding ten (10) years of the Agreement and a schedule for the construction of such improvements. Within thirty (30) days after the CITY's receipt of said updated schedule, the Cultural Heritage Board shall either approve or disapprove such proposed schedule of proposed improvements, or shall respond in writing by stating what further information, if any, the Cultural Heritage Board reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the OWNER shall promptly furnish to the CITY such further information as may be reasonably requested.

10. Notice of Nonrenewal

If in any year either OWNER or CITY desires not to renew this Agreement, that party shall serve written Notice of Nonrenewal on the other party in advance of the annual renewal date. Unless the Notice is served by OWNER at least ninety (90) days or by CITY at least sixty (60) days prior to the renewal date, one year shall automatically be added to the term of this

Agreement. Upon receipt by OWNER of a Notice of Nonrenewal from CITY, OWNER may make a written protest. At any time prior to the renewal date, CITY may withdraw its Notice of Nonrenewal.

11. Effect of Notice of Nonrenewal

If in any year either party serves Notice of Nonrenewal, this Agreement shall remain in effect for the balance of the period remaining since the original execution or the last renewal of this Agreement, as the case may be.

12. Cancellation

CITY may cancel this Agreement if CITY determines OWNER has breached any of the conditions or covenants of this Agreement or has allowed the Historical Property to deteriorate to the point that it no longer meets the standards for qualified historical property. CITY may also cancel this Agreement if it determines OWNER has failed to restore or rehabilitate the Historical Property in the manner specified in this Agreement.

13. Notice of Cancellation

This Agreement cannot be cancelled until after CITY has given notice and has held a public hearing regarding the grounds of cancellation set forth in paragraph 12. Notice of the hearing shall be mailed to the last known address of OWNER of the Historical Property and to each owner of property within the historic zone where the Historical Property is located, and shall be published in accordance with Government Code Section 6061.

14. Cancellation Fee

If CITY cancels this Agreement in accordance with paragraph 12 above, OWNER shall pay a cancellation fee of 12-1/2% of the current fair market value of the Historical Property at the time of cancellation, which shall be determined by the Ventura County Assessor without regard to any restriction on the Historical Property imposed pursuant to this Agreement. The cancellation fee shall be paid to the Ventura County Auditor-Controller at such time and in such manner as he or she shall prescribe. The Ventura County auditor shall allocate the cancellation fee to each jurisdiction in the tax rate area in which the Historical Property is located in the same manner as he or she allocates the annual tax increment in that tax rate area in that fiscal year.

15. Alternative Enforcement

As an alternative to cancellation of this Agreement for breach of any condition, CITY or any landowner may bring any action in court necessary to enforce the Agreement including, but not limited to, an action to enforce the Agreement by specific performance or injunction.

16. Notices

All notices required by or provided for in this Agreement shall be given in writing and may be mailed or delivered in person. If mailed, the address of OWNER shall be that last known address on CITY records, and CITY's address shall be: Planning Division, 214 South C Street, Oxnard, California 93030. Deposit of notice in the mail, postage prepaid, shall be deemed receipt of the notice.

17. No Compensation

OWNER shall not receive any payment from CITY in consideration of the obligations imposed under this Agreement, it being recognized and agreed that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to OWNER as a result of the effect upon the assessed value of the Historical Property on account of the restrictions on the use and preservation of the Historical Property.

18. Remedy if Agreement Held Not an Enforceable Restriction

If a court determines, and that determination is not appealed or is upheld on appeal, that this Agreement does not constitute an enforceable restriction within the meaning of the applicable provisions of California Government Code and the California Revenue and Taxation Code, except for an unenforceability arising from the cancellation or nonrenewal of this Agreement, for any tax year during the Term or any renewal of this Agreement, then this Agreement shall be null and void and without further effect and the Historical Property subject to this Agreement shall from that time be free from any restriction whatsoever under this Agreement without any payment or further act of the parties to the Agreement.

19. Eminent Domain Proceedings

In the event that the Historical Property is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by CITY to frustrate the purpose of this Agreement, the Agreement shall be cancelled and no fee shall be imposed under Government Code Section 50286. This Agreement shall be deemed null and void for all purposes of determining the value of the property so acquired.

20. Recordation

No later than 20 days after CITY enters into this Agreement, the City Clerk of the City of Oxnard shall record a copy of the Agreement (with properly notarized signatures of the Agreement signatories). This Agreement shall be recorded on or before the lien date for the fiscal year in which the valuation, pursuant to Revenue and Taxation Code Section 439 et seq.,

will apply. From and after the time of recordation, this Agreement shall impart notice thereof to all persons, as is afforded by the recording laws of the State.

21. Successors and Assigns

This Agreement is binding upon and shall inure to the benefit of all successors in interest of OWNER. A successor in interest shall have the same rights and obligations under this Agreement as the original OWNER who entered into this Agreement.

22. Amendments.

This Agreement may be amended, in whole or in part, only by a written and recorded instrument executed by the parties hereto, except that the CITY's Community Development Director and OWNER are authorized to amend the list of required rehabilitation projects described in Exhibit C.

23. Administration.

This Agreement shall be administered by the CITY's Planning Manager (or his/her designated representative) following approval of this Agreement by the Oxnard City Council. The CITY shall maintain authority of this Agreement through the CITY's Planning Manager (or his/her authorized representative). The CITY's Planning Manager, upon mutual agreement with the OWNER, shall have the authority to issue interpretations, waive provisions and enter into amendments of Exhibit C of this Agreement on behalf of the CITY so long as such actions do not change the uses permitted on the Historic Property or the purpose of this Agreement, and such amendments may include extensions of time specified in Exhibit C. All other waivers or amendments shall require the written approval and consent of the Oxnard City Council.

IN WITNESS WHEREOF, CITY and OWNER have caused their names to be affixed hereto by the proper officers thereof. This Agreement is signed and executed this ____ day of May, 2019.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF OXNARD

OWNER/S

Tim Flynn, Mayor

Barbara Anne Grant, Trustee of the
225 S F St Revocable Trust

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:

Jeffrey Lambert, Community Development Director

EXHIBIT "A"

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 62 OF RESUBDIVISION OF THE HARRY T. OXNARD SUBDIVISION, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AT BOOK 5, PAGE 49 OF MAPS.

ASSESSOR'S PARCEL NUMBER: 202-0-072-020

EXHIBIT B

Description of Historic Property Characteristics

- Subject structure is a two story, 13 room, frame and wood (redwood painted siding with false joint wood planking) residence built on a square box shaped plan, located in lot 62 of Resubdivision of the Henry T. Oxnard Historic District Subdivision in the City of Oxnard, County of Ventura.
- It is a two story Craftsman structure.
- The one story detached carriage house/workshop/guest house is also of the Craftsman style. Both are painted white with dark and light green trim/accents.

Exterior

- The main exterior architectural features include gabled roof with millwork details, 12 inch painted redwood siding planks milled to look like three small three-inch planks (false joint wood planking), exposed rafter tails, roof ventilators, wood-louvered sections, corbels and boxed sections with fixed pane boxed windows.
- It has gabled roof ventilators on three sides with expansive wood louvered sections.
- Detached carriage house/workshop/guest house has multiple doors including, a five paneled wood door and a double “Z” trimmed rolling carriage house door.
- Front covered entry consists of a deeply inset square, wood-paneled door with fixed-pane windows, brass accents, left/right sidelights and a covered, red brick three-pillared porch. Pillars are square red brick as is the low wall surrounding the porch with brick semi-circular drainage accents. Steps are concrete/brick.
- Front first floor has left and right symmetrical large double fixed-paned windows with single-hung windows on either side.
- Front second story has gabled roof, corbels and thin, horizontally trimmed vents, boxed front with double hung and fixed pane windows.
- South side has a tall red brick chimney at roof corner and boxed windows with fixed panes.

- West side has a small red brick chimney near roof corner accessible to kitchen.
- Upper story has a tee-shaped gable roof with vented sections on right front, rear and south facing sides.
- Exterior walls are a false joint siding with mitered corners and flat plank trim around windows. Gable end facing the street includes a row of decoration corbels from left to right above upper bedroom windows. Windows feature original wood frame window screens.

Interior

- Interior features include a large front entry foyer, nine-inch moldings, door casings and picture rails.
- Living room has a grand (6 ft. x 5 ft.) hand carved stone fireplace and mantel with detailed hand-carved relief of Santa Barbara Mission and inlaid tile hearth, boxed beams, coffered ceilings, double picture rail moldings, built in, three-quarter-wall bookcases with multiple paned glass doors, colonade millwork and a chandelier.
- Dinning room has coffered ceilings, boxed beams, crown moldings, picture rails, plate rails, three quarter wall height paneling, built-in china/linen sideboard with multiple paned glass doors and cabinets, boxed windows, extensive millwork, 10 ft. x 2 ft. slanted mirror flanked by upper/lower plate rails, flanked by picture rails and a chandelier.
- Center stairway with landing, detailed millwork, second story architectural isolated landing/walkway from one room to another viewable from staircase but not accessed by staircase.
- Five-paneled doors, high ceilings, large casement windows, picture rails and hardwood floors throughout, glass door knobs, butler's pantry with built-in "cooler" and cabinets, partial paned wood doors, coved ceilings, natural materials (stone, brick, wood), original light fixtures, pass-through doors.

FRONT (EAST) + SIDE (SOUTH) VIEWS



FRONT (EAST) VIEW



REAR (WEST) VIEW



CARRIAGE HOUSE FRONT (WEST) VIEW



REAR CARRIAGE HOUSE (WEST) (ALLEY) VIEW



SOUTH SIDE VIEW



NORTH SIDE VIEW



Kitchen Photos



Interior Photos



Interior Photos



Butler's Pantry Photos

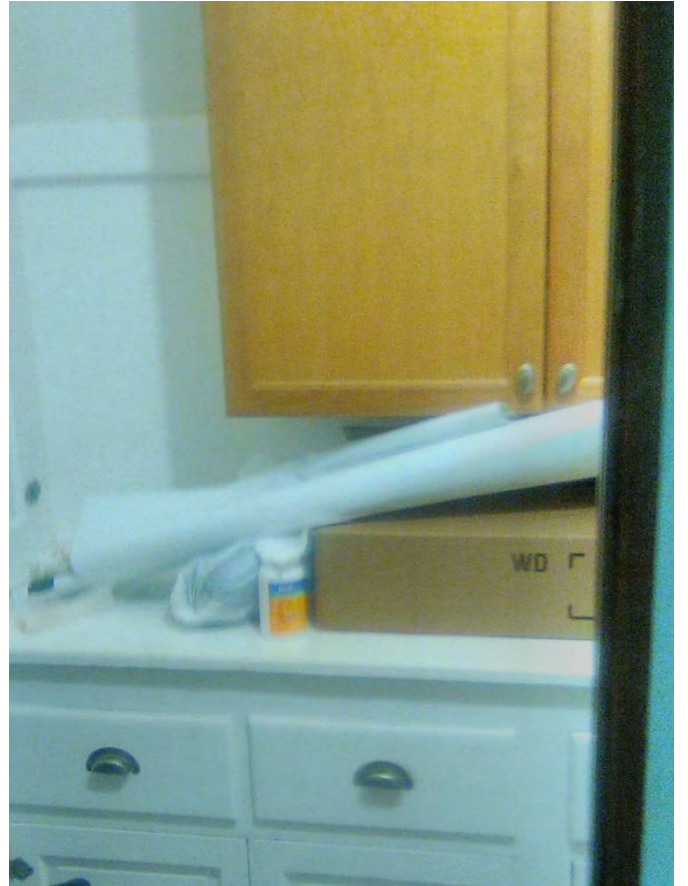


EXHIBIT C

Proposed Mills Act Contract Ten-Year Rehabilitation Plan For: (Provide Address and Landmark Number)

225 South F Street, Oxnard, CA 93030 (Landmark # 161)

Year	Proposed Project* (Describe the rehabilitation project in detail)	Estimated Cost
Year 1	Replace/Install 200 Amp Electrical Panel (rear house)	\$3,200
Year 2	Gable/attic screening repair and repair attic wood louvers	\$2,600
Year 3	Remove non-historic front porch enclosure	\$2,800
Year 4	Butler's Pantry - Repair wood trim and remove existing non historical cabinet	\$1,200
Year 5	Mantel - Remove recent wood mantel and restore hand carved stone	\$5,500
Year 6	Electrical - Remove old unused communication wiring throughout interior and exterior and patch	\$2,500
Year 7	Kitchen - Replace cabinets, replace counter tops, flooring, remove existing non historical cabinets and repair wood behind	\$65,000
Year 8	Front Steps (masonry) - Repair or replace concrete caps	\$4,500
Year 9	Butler's Pantry - Restore flooring (remove recent flooring and replace)	\$16,000
Year 10	Carriage House Door - Repair historical rolling carriage house door and wood trim around door	\$18,000

*Please note that projects that affect a residence (exterior or interior) are subject to Cultural Heritage Board or Cultural Heritage Board staff review and approval prior to work commencing. Work must meet all Building Code and Zoning Ordinance requirements and the *Secretary of the Interior's Standards for the Treatment of Historic Rehabilitation*.

See attached list of potential Mills Act Contract projects. All approved Mills Act Contracts will be subject to an annual inspection. The property owner is responsible for providing "before" and "after" photographs for all rehabilitation activities and for covering the costs related to these inspections.

Mills Act Contract Application

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

DATE: June 18, 2019

TO: City Council

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

SUBJECT: Award of Trade Services Agreement for New Custodial Services for Oxnard Transit Center (OTC).

RECOMMENDATION

That the City Council:

1. Award of a trade services agreement to Joranda Marketing Inc. doing business as (dba) Jan-Pro Central Coast in the amount of \$375,000 for three years of custodial services at the Oxnard Transit Center at 201 E. Fourth Street (Agreement No. 8646-19-CD); and
 2. Approve the appropriation of \$9,790 from TDA Transportation Fund 213 to fund the trade services agreement for the balance of the fiscal year 2018-2019.
- (Public Works and Transportation Committee approved 3-0)

BACKGROUND

The Purchasing Agent issued a request for bids No. DS 19-56 on February 28 for custodial services at the Oxnard Transit Center (OTC) at 201 E. Fourth Street. The OTC operates 365 days a year as the center for train and bus service to the region. The building is open every day from 6:00 a.m. to 10:00 p.m. During the workweek the custodian starts at 5:00 a.m. The request for bids had two options, a full-service contract price (Service Level 1), and a labor-only contract price (Service Level 2). The new contract reduces the hours for custodial services to save money but is intended to maintain the same level of cleanliness. One custodian is on site Monday through Friday from 5:00 a.m. to 12:00 p.m. and from 3:00 p.m. to 8:00 p.m., and Saturday and Sunday from 6:00 a.m. to 12:00 p.m. and from 3:00 p.m. to 8:00 p.m. Emergency cleaning services are billed at a separate rate. The City received 2 bids by the March 21 due date, and 2 were responsive. The selected bidder, Joranda Marketing Inc., provided the lowest responsible and responsive bid. Joranda Marketing, Inc. is the company of the current vendor doing business as (dba) Jan-Pro Cleaning Systems Central Coast. It has changed its dba name to Jan-Pro Central Coast for this bid.

The low bidder's rate is \$30.46 per hour, and emergency service is \$55.00 per hour. The annual cost would not exceed \$125,000. The current vendor's projected cost for Fiscal Year 2018-19 is \$163,177. The reduced cost with the new contract is due to the reduced hours of service. There is no emergency service charge in the current contract (Agreement No. A-7846). The annual savings are projected to be \$38,177 in the first year. The vendor's hourly wage rate would be adjusted annually on July 1 for increases in the living wage.

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 total estimated cost of the agreement is \$375,000. The estimated cost for the first year is \$125,000. The not-to-exceed amount each year is also \$125,000. To fund the Fiscal Year (FY) 2018-19 annual costs, additional funding in the amount of \$9,790 will be required to fund the balance of the FY 2018-19 contract. The appropriation will be appropriated to TDA Fund-Oxnard Transportation Center Professional Contract (Account 213-3110-803.82-09). The projected FY 2018-19 ending unassigned fund balance of TDA LTF4 Fund 213 is \$481,426, net of this recommendation. The anticipated cost of the remaining years of the agreement will be requested in the budget process of FY19-20, FY20-21, and FY 2021-22.

The OTC does not receive General Fund revenue. Funding for the OTC operations and maintenance is provided in part by the Gold Coast Transit District (GCTD) through an annual claim. The City submits a claim for State of California Transportation Development Act (TDA) funds for the OTC operating budget (Fund 213). The FY 2018-19 claim for Article 4 Local Transportation Funds was \$535,351, which included an amount for bus bench maintenance. The claim amount is established by a formula with annual adjustments. Other revenue sources for the OTC operations are rents (lease revenues) and utility pro-rata share payments from tenants. The FY 2018-19 adopted budget for lease revenues (which includes utility share payments) is \$224,191.

COMMITTEE OUTCOME

The Public Works and Transportation Committee voted 3-0 on May 28, 2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Cynthia Daniels, Project Manager

ATTACHMENTS

1. Attachment A - Trade Services Agreement
2. Attachment B - Budget Appropriation

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: ~~July~~ ne 1, 2019
- (2) Vendor: Joranda Marketing, Inc. dba Jan-Pro Central Coast
- (3) Services: Custodial Services for the Oxnard Transit Center (OTC)
- (4) Schedule of Services: See Schedule of Services Exhibit, which is attached hereto and incorporated herein
- (5) Agreement Ending Date: May 31, 2022
- (6) Total Agreement Amount: \$375,000, not to exceed \$125,000 annually
- (7) City's Project Manager: Cynthia Daniels
- (8) Vendor's Project Manager: Greg Ibsen
- (9) Insurance Coverage: INS-B
- (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>1445 Donlon St., Suite 2
 <u>Department</u>
 <u>Ventura, CA 93003</u>
 <u>Attn: Greg Ibsen, President</u>
 <u>93030 Oxnard, CA 93030</u>
 <u>Attn: Greg Ibsen, President</u></p> | <p><i>FOR CITY:</i></p> <p>300 West Third Street <u>Community Development</u>
 <u>214 South C Street</u>
 <u>Oxnard, CA</u>
 <u>Attn: Cynthia Daniels,</u></p> |
|---|---|
- Project Manager
- (12) Contact Emails:
- | | |
|---|--|
| <p><i>VENDOR'S PROJECT MANAGER:</i></p> <p>Greg Ibsen, President
 <u>Greg.ibsen@jan-pro.com</u></p> | <p><i>CITY'S PROJECT MANAGER:</i></p> <p>Cynthia Daniels, Project Manager
 <u>Cynthia.daniels@oxnard.org</u></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:

- | | |
|--|--|
| ☒ Scope of Services Exhibit
☒ Rates and Costs Exhibit
☒ Schedule of Services Exhibit | ☒ Living Wage Policy Exhibit
☐ Prevailing Wages Exhibit
☒ Insurance Exhibit (INS-B) |
|--|--|

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:

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

54. 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.

55. Hold Harmless, Defense and Indemnity.

b. 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.

c. 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.

d. 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.

56. 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.

57. 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.

58. 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.

59. 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.

60. 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

61. 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.

62. 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.

63. 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.

64. 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.

65. 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.

66. 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.

67. 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.

68. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

69. 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.

70. 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.

71. 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.

72. 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.

73. 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.

74. 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.

75. 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.

76. 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.

77. 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.

78. 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 relief 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.

79. 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.

80. 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.

81. 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

[VENDOR] Joranda Marketing Inc. dba Jan-Pro Central Coast

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager _____
☐ Lisa Boerner, Purchasing Manager _____
☐ [name], Buyer _____

[name], Greg Ibsen, [title]² President³

[name], [title] _____ 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.~~

³ The City requires the following for any contract:

• For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;

• For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or

• For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

SCOPE OF SERVICES EXHIBIT

1. Principal Items of Work. The principal items of work shall include, but not be limited to the following, which are to be performed seven (7) days per week:
 - a. Graffiti Control
 - i. All interior walls, partitions, signs, phones, posts and furnishings shall be kept free of all graffiti and checked for any signs of vandalism.
 - ii. All vandalism will be reported to the OTC manager.
 - b. Daily Services (Interior Services)
 - i. Empty all trash containers (twice daily)
 - ii. Vacuum all carpeted areas. Dust mop all floors, stairwells, and elevators
 - iii. Dust and polish all furniture
 - iv. Mop all floors, stairwells, and elevator (utilize a No Rinse with optical Brightener)
 - v. Clean all service counters and reference desks including the office of Gold Coast Transit
 - vi. Clean, mop, and sanitize all restrooms and drinking fountains, and re-stock restrooms (twice daily)
 - vii. Clean, sanitize and polish all various restrooms fixtures, including toilet bowls, urinals, diaper-changing stations, and hand basins (twice daily)
 - viii. Clean elevator
 - ix. Remove dust and cobwebs from ceiling areas
 - x. Turn on those lights necessary for cleaning. Turn off lights not required when leaving each area
 - xi. Change all burned-out lamps
 - xii. Clean all glass and mirrors
 - xiii. Sweep and hose down exterior of entrance areas. Remove all gum and other stains
 - xiv. Check restrooms for cleanliness and stock prior to leaving building for the day, to include Gold Coast Transit restroom
 - xv. Spot clean floors and carpets as needed
 - xvi. Clean all doors, door frames and hardware, partitions, counters metal work, walls, railings, and around wall switches as needed
 - xvii. Clean all furniture as needed
 - c. Daily Services (Exterior of facility)
 - i. Monitor and remove trash and debris from Gold Coast Transit District (GCTD), Greyhound bus, and train loading areas, and all OTC parking lots and landscaped areas
 - ii. Provide graffiti clean-up for GCTD, Greyhound, and train loading areas, all parking lots, and sidewalks and related flower and planter beds.
 - iii. Sweep sidewalks around OTC building including train platform and loading areas
 - iv. Monitor and remove trash and debris from the exterior property of OTC (parking lots, bus and train areas, landscaped areas)
 - v. Clean dirt and debris, including bird droppings from exterior building and exterior directional signs within reach.
 - d. Weekly Services
 - i. Clean and sanitize all OTC drinking fountains
 - ii. Low-dust all horizontal surface to hand height, (36") including sills, ledges, moldings, shelves, picture frames, ducts, radiators, etc.
 - iii. High dust all horizontal surfaces, including shelves, moldings, and ledges
 - iv. Clean entire interior glass in partitions and doors
 - v. Clean outside sidewalks, removing gum or other debris

e. Monthly Services

- i. Dust all horizontal surfaces over 60 inches each month
- ii. Spot clean furniture
- iii. Power scrub interior floors to remove scuff and heel marks

f. Bi-Monthly Services

- i. Power-wash the three public entrances to OTC and other areas as requested

g. Quarterly Services

- i. Shampoo carpets
- ii. Clean blinds and curtains
- iii. Dust Venetian blinds
- iv. Clean all vents and walls

h. Annual Services

- i. Clean inside light fixtures
- ii. Wash walls
- iii. Shampoo/Extract “steam clean all interior carpets”
- iv. Clean exterior and interior building windows in June

i. Services As Requested

- i. Perform Emergency cleaning tasks
- ii. Other services as requested

2. Material, Equipment and Supplies

- a. The contractor, at his/her own cost and expense, shall furnish all necessary materials, equipment and supplies of good quality and in good working order, and in the amounts necessary to accomplish an acceptable and professional level of maintenance.
 - i. Equipment shall be maintained in a state of good repair.
 - ii. When equipment is not functioning, the contractor will obtain a replacement until the equipment is repaired, if applicable.
 - iii. Contractor shall be responsible for handling and securing materials, supplies, and equipment on the premises to prevent waste, damage, theft, and vandalism. The supplies and materials shall include, but are not limited to:
 - a. All necessary cleaning equipment, supplies, dispensers, application bottles and related items
 - b. All necessary lamps, bulbs, lights, and paper products including toilet paper, toilet seat liners, towels and related items.
 - c. All necessary hand soap, room deodorant, urinal deodorant, disinfectant, enzymes, and related items.
 - d. The use of paper products made from recycled products is required.
 - e. All trash container supplies, including any trash receptacle liners.
 - f. Only the highest quality and premium grade paper supplies and hand soap shall be used in the OTC restrooms such as, or equivalent to, Fort James Stay Free Seat Covers (5000/cs), Natural Roll Paper Towels (6/800/cs), Toilet Tissue 2-ply SS #37-601 (500/rl, 96/cs), and Total Performance White Lotion hand soap.
 - g. Custodial closet areas will be kept clean, free of debris and odor. All supplies will be stored in a neat and orderly manner and in such a way as to prevent injury to City or Contractor employees
- b. Contractor will submit a list of all products and their specifications for approval prior to their use in any facility.
 - i. Only City approved products shall be utilized.

- ii. Contractor is responsible for supplying Material Safety Data Sheets (MSDS) to city Project Manager for any and all cleaning liquids, chemicals, solvents, additive, floor waxes, etc. that the Contractor is using. These will be kept on file for immediate access in each of the Contractor serviced locations and updated as needed.

3. Employee Conduct.

- a. Employees of the Contractor shall not:
 - i. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Contractor employee.
 - ii. Remove any City property or personal property, equipment, monies, form or any other item from the facilities.
 - iii. Engage in horseplay or loud boisterous behavior.
 - iv. Be under the influence of alcohol or drugs.
 - v. Gamble.
 - vi. Smoke in any building
 - vii. Use the City telephone except those designated by the City for purposes of business under this contract, except to report need of medical aid, fire or need of law enforcement (dial 911)
 - viii. Open any desk, file cabinet or storage cabinet
 - ix. Remove any articles from desks.
 - x. Consume any food or beverage, other than brought with or purchased by the employee, and only in areas designated as break or lunchrooms.

4. Employee Appearance and Identification.

- a. Contractor personnel shall present a neat appearance and be easily recognized as Contractor employees.
- b. Each employee shall possess each employee an identification badge and/or uniform.
- c. Identification badges may be worn on collared shirts or tee shirts with company logos.
- d. Each employee shall be required to wear long pants
- e. No shorts, skirts, or open-toed shoes are allowed.

5. Security.

- a. Only authorized employees of the City and Contractor are allowed in the facilities at any time. All such employees must be working while inside the facilities.
- b. Contractor shall sign for and be responsible for all keys issued to contractor's staff. Contractor shall pay City a minimum of \$25.00 per lost key, and shall pay for all building re-keying necessary due to the lost key, as determined by City.

6. Schedule.

- a. Contractor shall submit a work schedule for City approval prior to start of contract. Work schedule shall include number of employees and their scheduled hours each day throughout the week including Sundays.
 - a.
 - a.

7. Quality Control Program.

- a. Contractor shall provide and maintain a Quality Control program for all work Conducted and as specified in this agreement.

- b. Contractor shall provide a copy of Quality control procedures, safety procedures, and improvement programs currently in place to City prior to commencing contracted work, and upon demand at any time by City.
8. Employment Practices. Contractor shall provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.
9. Property Damage. Contractor shall be responsible for any damage to facilities or contents during the performance of the contract. In the event that there is damage to City property, the Contractor's supervising employee will immediately report the incident to the appropriate Manager in writing. Any such damage will be repaired by the Contractor at his/her expense and to the satisfaction of the City.
10. Missed Cleanings. Should the Contractor fail to provide a scheduled janitorial service, the City will automatically remove payment for that service from the invoice. Continued failure to provide the appropriate service on schedule may result in termination of the contract.
11. Labor Strike. It is the Contractor's responsibility to provide continuous maintenance services, without interruption, to all building and facilities specified herein. In the event of a labor action, the Contractor shall provide other means, at the Contractor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the Contractor's normal rates (which will be deducted from the Contractor's payment) to the City being borne by the Contractor.
12. Employee Removal. The City reserves the right to reject any representative of the Contractor's work force. It shall be the Contractor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Contractor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee. Contractor shall remove an employee from assignment at City's request.
13. The Displaced Janitors Opportunity Act (California Labor Code §§ 1060 et seq.).
 - a. California law prohibits at will termination of janitors and building maintenance personnel under certain circumstances. The Displaced Janitors Opportunity Act (DJOA), enacted in 2002, affects contractors and subcontractors who are awarded janitorial and building maintenance contracts within 30 days of the termination of another janitorial or building maintenance contractor or subcontractor's contract at the same facility.
 - b. The DJOA requires the awarded Contractor with 25 or more employees to hire and retain the previous contractor's employees for 60 days, unless: (A) an employee had less than four (4) months of service at the site covered by the successor's contract; or (B) the successor has just cause to refuse the hired employee. In this context, "just cause" is defined as "reasonable and substantial cause not to hire a particular employee based on that employee's performance or conduct while performing under the terminated contract." It remains an open question as to whether something occurring prior to that employee's hire (such as resume fraud, failure to disclose a prior conviction, or a customer imposing a condition that individuals with certain types of prior convictions would not be permitted on site), but ignored or disregarded by the previous contractor, can be used by the successor to deny employment.
 - c. During the 60-day period after commencing work under the contract, the successor must maintain a preferential hiring list of eligible employees whom it did not retain. It must use that list to hire any additional employees until all of the terminated contractors' employees have been offered employment. When a contractor is terminated, the contractor must provide a list of employees at the site to the person or company to whom they are providing services. The successor must also maintain a list of employees employed at the site, including a list of the many terminated employees who were not retained (stating the reason why they were not retained.)

RATES AND COSTS EXHIBIT

The above-named bidder having examined the proposed Contract Documents and having visited the sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

Cost per Staff Hour	Cost per Staff Hour for Special Requests/ Emergency Cleaning
\$30.46	\$55.00

For clarity a staff-hour is defined as “a unit of one hour's work by one person”.

The Contractor will be allowed to charge additional fees as mutually agreed upon by the City and Contractor in advance for Special Requests not specified under in this agreement contract. The City will notify Contractor to these special needs in writing.

INSURANCE EXHIBIT

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. **8646-19-CD** _____
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] ANY AUTO [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. <u> </u>.8646-19-CD 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			

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**

82. b. 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.

c. 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.

d. 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.

e. 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.

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

PREVAILING WAGES EXHIBIT

Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.

Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2). Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.

Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.

Vendor acknowledges that 8 hours labor constitutes a legal day’s work. Vendor shall comply with and be bound by Labor Code Section 1810.

Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor’s employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR. Vendor shall be responsible for each and every one of its subcontractors’ compliance with Chapter 1, the DIR’s rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors’ compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.

To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys’ fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

SCHEDULE OF SERVICES EXHIBIT

The OTC is a multi-modal transportation facility and is open every day of the year (365 days per year), including City holidays.

Custodial staffing needs at the Oxnard Transit Center consist of one custodian to be on site Monday through Friday from 5:00 a.m. to 12:00 p.m. and from 3:00 p.m. to 8:00 p.m., and Saturday and Sunday from 6:00 a.m. to 12:00 p.m. and from 3:00 p.m. to 8:00 p.m., seven (7) days a week. Contractor shall not bill the City for any of their employee's meal period.

REQUEST FOR BUDGET APPROPRIATION

Department: Community Development

Date: June 18, 2019

Project/Program

Manager: Cynthia Daniels

Phone: 385-7871

Reason for Appropriation:

Appropriate funding for one month of services for new custodial contract at the Oxnard Transit Center, Agreement No. 8646-19-CD.

Accounts and Descriptions

AMOUNT

Fund: 213 - TDA/LTF4-TRANS. FUND-99400c

Expenditures/Transfers Out

Transportation - OTC Operations

213-3110-803-8209 Svcs-Other Prof/Contract 9,790

Sub-total Expenditures 9,790

Net Change to Fund Balance (9,790)

Net Appropriation Change 9,790

Approvals

Department Director

Jeffrey Lambert

Chief Financial Officer

City Manager

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012



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

DATE: June 18, 2019

TO: City Council

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

SUBJECT: Planning & Zoning Permit No. 19-580-03 (Zoning Text Amendment - ZTA) – Amendments to Chapters 11 and 16, of the Oxnard City Code (OCC) Pertaining to Manufacturing, Testing, and Distribution of Cannabis.

RECOMMENDATION

That the City Council approve the second reading by title only and adoption of Ordinance No. 2960 of the City Council of the City of Oxnard adding Article XVI to Chapter 11 and amending Chapter 16 of the Oxnard City Code to permit cannabis manufacturing, testing, and distribution.

BACKGROUND

This ordinance was introduced at the June 4, 2019 City Council meeting. There has been no communication received since its introduction. If the ordinance is adopted on June 18, 2019, it will take effect after 30 days.

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 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.

FINANCIAL IMPACT

On June 5, 2018, the City Council approved placing a cannabis tax on the November 8, 2018 general election ballot. This measure established a cannabis business tax on cannabis, including Manufacturing, Testing, and Distribution of cannabis and was passed by the voters.

HdL has reviewed applications and proforma for more than 1,500 cannabis businesses in California, and identified that gross receipts ranged from around \$1 million to over \$5 million, with an average in the range of \$2 million to \$3 million. Assuming 8 manufacturers with average gross receipts of \$2.5 million would generate total receipts of \$20 million. Applying a tax rate of 2.5% would generate \$500,000 in annual tax revenues for the City. A rate of 4% would generate \$800,000 annually.

Cannabis distributors are a recent construct of law in California. Based upon an estimate of 3 free-standing distributors (as opposed to cultivators or manufacturers that self-distribute their own product) it is estimated that approximately \$7.5 million could be generated. Applying a tax of 2% would generate \$150,000 in annual revenue for the City. A rate of 3% would generate \$225,000 annually. HdL estimates that cannabis testing laboratories could average around \$2 million in annual gross receipts. Applying a 1% tax rate to a single testing laboratory would generate \$20,000 in annual revenue for the City, and a tax rate of 2.5% would generate \$50,000.

The permitting process for manufacturing, testing, and distribution of cannabis would likely not result in revenues being generated until late in Fiscal Year 2019-20 at the earliest.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Kathleen Mallory, Planning & Environmental Services Manager

ATTACHMENTS

1. Attachment A - Cannabis Ordinance No. 2960 - Manufacturing, Distribution and Testing

ORDINANCE NO. 2960

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING ARTICLE XVI TO CHAPTER 11 OF THE OXNARD CITY CODE REGARDING COMMERCIAL CANNABIS ACTIVITIES, AND AMENDING CHAPTER 16 BY ADDING SUBSECTION (Q) TO OXNARD CITY CODE SECTION 16-177 REGARDING COMMERCIAL CANNABIS BUSINESSES IN THE BRP BUSINESS AND RESEARCH PARK ZONE, AMENDING SUBSECTION (I) TO OXNARD CITY CODE SECTION 16-178 REGARDING COMMERCIAL CANNABIS BUSINESSES IN BRP BUSINESS AND RESEARCH PARK ZONE, AMENDING SECTIONS 16-186.1 AND 16-191(F) OF THE OXNARD CITY CODE REGARDING COMMERCIAL CANNABIS BUSINESSES IN THE M-L LIMITED MANUFACTURING ZONE, ADDING SUBSECTION (C) TO OXNARD CITY CODE SECTION 16-223 REGARDING COMMERCIAL CANNABIS BUSINESSES IN THE M-1 LIGHT MANUFACTURING ZONE, AMENDING SUBSECTION (G) OF OXNARD CITY CODE SECTION 16-226 REGARDING COMMERCIAL CANNABIS BUSINESSES IN THE M-1 LIGHT MANUFACTURING ZONE, ADDING SUBSECTION (D) TO OXNARD CITY CODE SECTION 16-246 REGARDING COMMERCIAL CANNABIS BUSINESSES IN THE M-2 HEAVY MANUFACTURING ZONE; AMENDING SECTION 16-251 OF THE OXNARD CITY CODE REGARDING CANNABIS USES IN THE M-2 HEAVY MANUFACTURING ZONE; AND AMENDING SECTIONS 4.2.1., B. (AUTO SALES AND SERVICE), 4.2.2, B. (BUSINESS PARK), 4.2.3., B (RETAIL COMMERCIAL), AND 4.2.4., B. (COMMERCIAL MANUFACTURING) OF THE ROSE SANTA CLARA CORRIDOR SPECIFIC PLAN TO ALLOW COMMERCIAL CANNABIS AS A CONDITIONALLY PERMITTED USE SUBJECT TO THE REQUIREMENTS STIPULATED IN ARTICLE XVI OF CHAPTER 11

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

Section 1. Article XVI is hereby added to Chapter 11 of the Oxnard City Code to read as follows:

“ARTICLE XVI. COMMERCIAL CANNABIS ACTIVITY

Section 11.410. Purpose and Intent.

It is the purpose and intent of this Article to implement the provisions of the Medicinal and Adult Use Cannabis Regulation and Safety Act (“MAUCRSA”) to accommodate the needs of medically-ill persons in need of and provide access to cannabis for medicinal purposes as recommended by their health care provider(s), and to provide access to adult-use for persons over the age of 21 as authorized by the Control, Tax & Regulate the Adult Use Cannabis Act (“AUMA” or “Proposition 64” enacted by California voters in 2016), while imposing sensible regulations on the use of land to protect the City’s residents, neighborhoods, and businesses from disproportionately negative impacts. As such, it is the purpose and intent of this Article to regulate the cultivation, processing, manufacturing testing, sale, delivery, distribution and transportation of cannabis and cannabis products in a responsible manner to protect the health, safety, and welfare of the residents of the City of Oxnard and to enforce rules and regulations

consistent with state law. It is the further purpose of intent of this Article to require all commercial cannabis operators to obtain and renew annually a permit to operate within the City of Oxnard. Nothing in this Article is intended to authorize the possession, use, or provision of cannabis for purposes that violate state or federal law. The provisions of this Article are in addition to any other permits, licenses and approvals which may be required to conduct business in the City, and are in addition to any permits, licenses and approval required under state, City, or other law.

Section 11.411. Legal Authority.

Pursuant to Sections 5 and 7 of Article XI of the California Constitution, the provisions of the Medicinal and Adult Use Cannabis Regulation and Safety Act (hereinafter “MAUCRSA”), any subsequent state legislation and/or regulations regarding same, the City of Oxnard is authorized to adopt ordinances that establish standards, requirements and regulations for the licensing and permitting of commercial cannabis activity. Any standards, requirements, and regulations regarding health and safety, security, and worker protections established by the State of California, or any of its departments or divisions, shall be the minimum standards applicable in the City of Oxnard to all commercial cannabis activity.

Section 11.412. Cannabis Cultivation and Commercial Cannabis Activities Prohibited Unless Specifically Authorized by this Article.

Except as specifically authorized in this Article, the commercial cultivation, manufacture, processing, storing, laboratory testing, labeling, sale, delivery, distribution or transportation (other than as provided under Business & Professions Code Section 26090(e)), of cannabis or cannabis product is expressly prohibited in the City of Oxnard.

Section 11.413. Compliance with State and Local Laws.

It is the responsibility of the owners and operators of the commercial cannabis business to ensure that it is always operating in a manner compliant with all applicable state and local laws, and any regulations promulgated thereunder. Nothing in this Article shall be construed as authorizing any actions that violate federal, state law or local law with respect to the operation of a commercial cannabis business. It shall be the responsibility of the owners and the operators of the commercial cannabis business to ensure that the commercial cannabis business is, at all times, operating in a manner compliant with all applicable federal, state and local laws, including the Medicinal and Adult Use Cannabis Regulation and Safety Act (“MAUCRSA”), and any subsequently enacted state law or regulatory, licensing, or certification requirements, and any specific, additional operating procedures or requirements which may be imposed as conditions of approval of the local commercial cannabis business permit. Nothing in this Article shall be construed as authorizing any actions that violate federal or state law regarding the operation of a commercial cannabis business.

Section 11.414. Definitions.

Section 11.10.050. When used in this Article, the following words shall have the meanings ascribed to them as set forth herein. Any reference to California statutes includes any regulations promulgated thereunder and is deemed to include any successor or amended version of the referenced statute or regulatory provision.

- (a) “A-license” means a state license issued by the Bureau of Cannabis Regulation for cannabis or cannabis products that are intended for adults 21 years of age and over and who do not possess physician’s recommendations.
- (b) “A-licensee” means any person holding a license under this division for cannabis or cannabis products that are intended for adults 21 years of age and over and who do not possess physician’s recommendations.
- (c) “Applicant” means an owner applying for a city license pursuant to this Article.
- (d) “Batch” means a specific quantity of homogeneous cannabis or cannabis product that is one of the following types:
 - (1) “Harvest batch” means a specifically identified quantity of dried flower or trim, leaves, and other cannabis plant matter that is uniform in strain, harvested at the same time, and, if applicable, cultivated using the same pesticides and other agricultural chemicals and harvested at the same time.
 - (2) “Manufactured cannabis batch” means either of the following:
 - (A) An amount of cannabis concentrates or extract that is produced in one production cycle using the same extraction methods and standard operating procedures.
 - (B) An amount of a type of manufactured cannabis produced in one production cycle using the same formulation and standard operating procedures.
- (e) “Bureau” means the Bureau of Cannabis Control within the Department of Consumer Affairs, formerly named the Bureau of Marijuana Control, the Bureau of Medical Cannabis Regulation, and the Bureau of Medical Marijuana Regulation.
- (f) “Cannabis” means all parts of the Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this Article, “cannabis” does not mean “industrial hemp” as defined by Section 11018.5 of the Health and Safety Code.
- (g) “Cannabis accessories” has the same meaning as in Section 11018.2 of the Health and Safety Code.

(h) “Cannabis Innovation Zone” is defined as a park or campus which is one contiguous commercial area of land which has many cannabis related businesses grouped together. Each individual business would be clearly defined, which has a unique entrance and immovable physical barriers between uniquely licensed premises.

(i) “Cannabis concentrate” means cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product’s potency. Resin from granular trichomes from a cannabis plant is a concentrate for purposes of this division. A cannabis concentrate is not considered food, as defined by Section 109935 of the Health and Safety Code, or drug, as defined by Section 109925 of the Health and Safety Code.

(j) “Cannabis product” means a product containing cannabis, including, but not limited to, manufactured cannabis, - intended to be sold for use by cannabis patients in California pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the California Health and Safety Code (as the same may be amended from time-to-time) or pursuant to the Adult Use of Cannabis Act. For purposes of this Article, “cannabis” does not include industrial hemp as defined by Section 81000 of the California Food and Agricultural Code or Section 11018.5 of the California Health and Safety Code.

(k) “Cannabis products” has the same meaning as in Section 11018.1 of the Health and Safety Code.

(l) “Canopy” means the designated area(s) at a licensed premise, except nurseries that will contain mature plants at any point in time. (1) Canopy shall be calculated in square feet and measured using clearly identifiable boundaries of all areas(s) that will contain mature plants at any point in time, including all of the space(s) within the boundaries; and (2) Canopy may be non contiguous but each unique area included in the total canopy calculation shall be separated by an identifiable boundary which include, but are not limited to: interior walls, shelves, greenhouse walls, hoop house walls, garden benches, hedgerows, fencing, garden beds or garden plots; and if mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total canopy calculation.

(m) “Caregiver” or “primary caregiver” has the same meaning as that term is defined in Section 11362.7 of the California Health and Safety Code.

(n) “Child resistant” means designed or constructed to be significantly difficult for children under five years of age to open, and not difficult for normal adults to use properly.

(o) “City” means the City of Oxnard.

(p) “Commercial cannabis activity” includes the possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling or transportation of cannabis and cannabis products as provided for in this division. This definition does not include the retail sale of cannabis or cannabis products.

(q) “Commercial cannabis business” means any business or operation which engages in medicinal or adult-use commercial cannabis activity.

(r) “Commercial cannabis business permit” means a regulatory permit issued by the City of Oxnard pursuant to this Article to a commercial cannabis business and is

required before any commercial cannabis activity may be conducted in the City. The initial permit and annual renewal of a commercial cannabis business permit is made expressly contingent upon the business' ongoing compliance with all of the requirements of this Article and any regulations adopted by the City governing the commercial cannabis activity at issue.

(s) "Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

(t) "Cultivation site" means a location where cannabis is planted, grown, harvested, dried, cured, graded, or trimmed, or a location where any combination of those activities occurs.

(u) "Customer" means a natural person 21 years of age or over, or a natural person 18 years of age or older who possesses a physician's recommendation or a medical marijuana identification card.

(v) "Day care center" means has the same meaning as in Section 1596.76 of the Health and Safety Code.

(w) "Delivery" means the commercial transfer of cannabis or cannabis products to a customer. "Delivery" also includes the use by a retailer of any technology platform owned and controlled by the retailer.

(x) "Director" means the Director of Consumer Affairs.

(y) "Distribution" means the procurement, sale, and transport of cannabis and cannabis products between licensees.

(z) "Distributor" means a person holding a valid commercial cannabis business permit for distribution issued by the City of Oxnard, and, a valid state license for distribution, required by state law to engage in the business of purchasing cannabis from a licensed cultivator, or cannabis products from a license manufacturer, for sale to a licensed retailer.

(aa) "Dried flower" means all dead cannabis that has been harvested, dried, cured, or otherwise processed, excluding leaves and stems.

(ab) "Edible cannabis product" means cannabis product that is intended to be used, in whole or in part, for human consumption, including, but not limited to, chewing gum, but excluding products set forth in Division 15 (commencing with Section 32501) of the Food and Agricultural Code. An edible cannabis product is not considered food, as defined by Section 109935 of the Health and Safety Code, or a drug, as defined by Section 109925 of the Health and Safety Code.

(ac) "Fund" means the Cannabis Control Fund established pursuant to Section 26210.15

(ad) "Greenhouse" means a fully enclosed permanent structure that is clad in transparent material with climate control, such as heating and ventilation capabilities and supplemental artificial lighting, and that uses a combination of natural and supplemental lighting for cultivation.

(ae) "Kind" means applicable type or designation regarding a particular cannabis variant or cannabis product type, including, but not limited to, strain name or other grower trademark, or growing area designation.

(af) "Labeling" means any label or other written, printed, or graphic matter upon a cannabis product, upon its container.

(ag) “License” means a state license issued by the state and includes both an A-license and an M-license, as well as a testing laboratory license.

(ah) “Licensee” means any person holding a license under this Article, regardless of whether the license held is an A-license or an M-license, and includes the holder of a testing laboratory license.

(ai) “Licensing authority” means the City of Oxnard and/or state agency responsible for the issuance, renewal, or reinstatement of the license, or the City of Oxnard and/or state agency authorized to take disciplinary action against the licensee.

(aj) “Limited-access area” means an area in which cannabis is stored or held and is only accessible to some licensee and authorized personnel.

(ak) “Live plants” means living cannabis flowers and plants, including seeds, immature plants, and vegetative stage plants.

(al) “Local jurisdiction” means a city, County or city and County.

(am) “Lot” means a batch or a specifically identified portion of a batch.

(an) “M-license” means a state license issued by the state for commercial cannabis activity involving medicinal cannabis.

(ao) “M-licensee” means any person holding a license by the state for commercial cannabis activity involving medicinal cannabis.

(ap) “Manufacture” means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product.

(aq) “Manufactured cannabis” means raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, extraction or other manufactured product intended for internal consumption through inhalation or oral ingestion or for topical application.

(ar) “Manufacturer” means a licensee that conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or container.

(as) “Manufacturing site” means a location that produces, prepares, propagates, or compounds cannabis or cannabis products, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and is owned and operated by a person issued a valid commercial cannabis business permit for manufacturing from the City of Oxnard and, a valid state license as required for manufacturing of cannabis products.

(at) “Medicinal cannabis” or “medicinal cannabis product” means cannabis or a cannabis product, respectively, intended to be sold for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code, by a medicinal cannabis patient in California who possesses a physician’s recommendation.

(au) “Nonvolatile solvent” means any solvent used in the extraction process that is not a volatile solvent. For purposes of this Article, a nonvolatile solvent includes carbon dioxide (CO2) used for extraction and ethanol used for extraction or post-

extraction processing.

(av) “Nursery” means a licensee that produces only clones, immature plants, seeds, and other agricultural products used specifically, for the propagation and cultivation of cannabis.

(aw) “Operation” means any act for which a license is required under the provisions of this Article, or any commercial transfer of cannabis or cannabis products.

(ax) “Owner” means any of the following:

(1) A person with an aggregate ownership interest of 20 percent or more in the person applying for a license or a licensee, unless the interest is solely a security, lien, or encumbrance.

(2) The Manager of a nonprofit or other entity.

(3) A member of the board of directors of a nonprofit.

(4) An individual who will be participating in the direction, control, or management of the business applying for a license, or who has a financial interest in the business other than a fixed lease of real property.

(ay) “Package” means any container or receptacle used for holding cannabis or cannabis products.

(az) “Patient” or “qualified patient” shall have the same definition as California Health and Safety Code Section 11362.7 et seq., as it may be amended, and which means a person who is entitled to the protections of California Health & Safety Code Section 11362.5.10

(ba) “Person” includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.

(bb) “Person with an identification card” shall have the meaning given that term by California Health and Safety Code Section 11362.7.

(bc) “Physician’s recommendation” means a recommendation by a physician and surgeon that a patient use cannabis provided in accordance with the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code.

(bd) “Premises” means the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or licensee where the commercial cannabis activity will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one licensee unless the operator is granted a M-License and a A-License for the same type of activity and such operation is lawful under state and local laws, rules and regulations.

(be) “Processing” means a cultivation site that conducts only trimming, drying, curing, grading, packaging, or labeling of cannabis and nonmanufactured cannabis products.

(bf) “Purchaser” means the customer who is engaged in a transaction with a licensee for purposes of obtaining cannabis or cannabis products.

(bg) “Retailer” means a commercial cannabis business facility where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination, for retail sale, including an establishment (whether fixed or mobile) that delivers, pursuant to express authorization, cannabis and cannabis products as part of a retail sale, and where the operator holds a valid commercial cannabis business permit from the City of Oxnard authorizing the operation of a retailer, and a valid state license as required by state law to operate a retailer. Retail sales of cannabis and cannabis products are not allowed within the City of Oxnard.

(bh) “Sell,” “sale,” and “to sell” include any transaction whereby, for any consideration, title to cannabis or cannabis products are transferred from one person to another, and includes the delivery of cannabis or cannabis products pursuant to an order placed for the purchase of the same and soliciting or receiving an order for the same, but does not include the return of cannabis or cannabis products by a licensee to the licensee from whom the cannabis or cannabis product was purchased.

(bi) “State License” means a permit or license issued by the State of California, or one of its departments or divisions, under MAUCRSA and any subsequent State of California legislation regarding the same to engage in commercial cannabis activity.

(bj) “Testing laboratory” means a laboratory, facility, or entity in the state that offers or performs tests of cannabis or cannabis products and that is both of the following:

(1) Accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the state.

(2) Licensed by the State of California.

(bk) “Topical cannabis” means a product intended for external application and/or absorption through the skin. A topical cannabis product is not considered a drug as defined by Section 109925 of the California Health and Safety Code.

(bl) “Transport” means the transfer of cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting commercial cannabis activity authorized by MAUCRSA which may be amended or repealed by any subsequent State of California legislation regarding the same.

(bm) “Unique identifier” means an alphanumeric code or designation used for reference to a specific plant on a licensed premises and any cannabis or cannabis product derived or manufactured from that plant.

(bn) “Youth center” means any public or private facility that is primarily used to host recreation or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades where 10 or more video games or game machines or devices are operated, and where minors are legally permitted to conduct business, or similar amusement park facilities. It shall also include a park, playground or recreational area specifically designed to be used by children which has play equipment installed, including public grounds designed for athletic activities such as baseball, softball, soccer, or basketball or any similar facility located on a public or private school

grounds, or on city, county or state parks. This definition shall not include any private martial arts, yoga, ballet, music, art studio or similar studio of this nature nor shall it include any private gym, athletic training facility, pizza parlor, dentist office, doctor's office primarily serving children or a location which is primarily utilized as an administrative office or facility for youth programs or organizations.

(bo) "Volatile solvent" means any solvent that is or produces a flammable gas or vapor that, when present in the air in sufficient quantities, will create explosive or ignitable mixtures. Examples of volatile solvents include, but are not limited to, butane, hexane, and propane.

Section 11.415. Cannabis Employee Permit Required. A request for a cannabis employee permit will only be initiated after securing a favorable recommendation for a cannabis business permit. If an owner has employees at the time of submittal of the cannabis business permit, a request for a cannabis employee permit can be initiated in advance of issuance of a land use permit.

- (a) Any person who is an employee or who otherwise works within a commercial cannabis business must be legally authorized to do so under applicable state law.
- (b) Any person who is an employee or who otherwise works within a commercial cannabis business must obtain a commercial cannabis employee work permit from the City prior to performing any work at any commercial cannabis business.
- (c) Applications for a commercial cannabis employee work permit shall be developed, made available, and processed by the City Manager or his/her designee(s), and shall include, but not be limited to, the following information:
 - (1) Name, address, and phone number of the applicant;
 - (2) Age and verification of applicant. A copy of a birth certificate, driver's license, government issued identification card, passport or other proof that the applicant is at least twenty-one (21) years of age must be submitted with the application;
 - (3) Name, address of the commercial cannabis business where the person will be employed, and the name of the primary manager of that business;
 - (4) A list of any crimes enumerated in California Business and Professions Code Section 26057(b)(4) for which the applicant or employee has been convicted;
 - (5) Name, address, and contact person for any previous employers from which the applicant was fired, resigned, or asked to leave and the reasons for such dismissal or firing;

- (6) The application shall be accompanied by fingerprints and a recent photograph of the applicant in a form and manner as required by the City Manager or his/her designee(s).
 - (7) A signed statement under penalty of perjury that the information provided is true and correct.
 - (8) If applicable, verification that the applicant is a qualified patient or primary caregiver.
 - (9) A fee paid in an amount set by resolution of the City Council in an amount necessary to cover the costs of administering the employee work permit programs. The fee is non-refundable and shall not be returned in the event the work permit is denied or revoked.
- (d) The applicable Department Head or his/her designee(s) shall review the application for completeness, shall conduct a background check to determine whether the applicant was convicted of a crime or left a previous employer for reasons that show the applicant:
- (1) Is dishonest; or
 - (2) Has been convicted of a crime involving dishonesty, fraud or deceit, including but not limited to fraud, forgery, theft, or embezzlement as those offenses are defined in California Penal Code sections 186.11, 470, 484, and 504a, respectively; or
 - (3) Has committed a felony or misdemeanor involving fraud, deceit, embezzlement; or
 - (4) Was convicted of a violent felony, a crime of moral turpitude; or
 - (5) The illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, except for cannabis related offenses for which the conviction occurred after the passage of the Compassionate Use Act of 1996.

Discovery of these facts showing that the applicant is dishonest or has been convicted of the requisite crimes are grounds for denial of the permit. Where the applicant's sentence (including any term of probation, incarceration, or supervised release) for possession of, possession for sale, sale, manufacture, transportation, or cultivation of a controlled substance is completed, such underlying conviction shall not be the sole ground for denial of a commercial cannabis work permit. Furthermore, an applicant shall not be denied a permit if the denial is based solely on any of the following: (i) a conviction for any crime listed in subsection (d) (4)

above for which the applicant has obtained a certificate of rehabilitation pursuant to Chapter 3.5 (commencing with Section 4852.01) of Title 6 of Part 3 of the California Penal Code or (ii) a conviction that was subsequently dismissed pursuant to Sections 1203.4, 1203.4a, or 1203.41 of the California Penal Code or any other provision of state law allowing for dismissal of a conviction.

- (e) The applicable Department Head or his/her designee(s) shall issue the commercial cannabis employee permit or a written denial to the applicant within thirty (30) days of the date the application was deemed complete. In the event the cannabis employee permit cannot be issued within this time period, then the City Manager or his/her designee(s) may issue a temporary work permit for an employee upon completing a preliminary background check and if the business can demonstrate to the City Manager or his/her designee(s) that the employee is necessary for the operation of the business. The temporary permit may be immediately revoked by the City Manager or his/her designee(s) upon determination that the applicant has failed the background check or upon the issuance of the permanent work permit.
- (f) An employee work permit shall be valid for a twelve (12) month period and must be renewed on an annual basis. Renewal applications shall contain all the information required in subsection (b) above including the payment of a renewal application fee in an amount to be set by resolution of the City Council.
- (g) In the event a person changes employment from one commercial cannabis business in the City to another, the work permit holder shall notify the applicable Department Head or his/her designee(s) in writing of the change within ten (10) days, or the work permit shall be suspended or revoked, and such person shall not be permitted to work at any commercial cannabis business in the City.
- (h) The City may immediately revoke the commercial cannabis employee permit should the permit holder be convicted of a crime listed in subsection (c) and (d) above or if facts become known to the City that the permit holder has engaged in activities showing that he or she is dishonest.
- (i) The City Manager or his/her designee(s) is hereby authorized to promulgate all regulations necessary to implement the work permit process and requirements.
- (j) The applicant may appeal the denial or revocation of a commercial cannabis employee permit by filing a notice of appeal with the City Clerk within ten (10) days of the date the applicant received the notice of denial; which appeal shall be conducted as set forth in Section 11.10.140 of this Article.
- (k) The applicable Department Head or his/her designee(s) shall issue a permit in the form of a personal identification card that can be worn in a prominent and visible location. The identification card shall be maintained in good and readable condition at all times.

Section 11.416. Maximum Number and Type of Authorized Commercial Cannabis Businesses Permitted (“Category”).

- (a) The number of each type of commercial cannabis business that shall be permitted to operate in the City at any one time shall be as follows:
 - (1) Cannabis Manufacturing - Maximum of eight (8) at any one time
 - (2) Cannabis Testing Lab - Maximum of one (1) at any one time
 - (3) Cannabis Distributor - Maximum of three (3) at any one time
- (b) Section 11.10.080 is only intended to create a maximum number of commercial cannabis businesses that may be issued permits to operate in the City under each category. Nothing in this Article creates a mandate that the City Council must issue any or all of the commercial cannabis business permits if it is determined that the applicants do not meet the standards which are established in the application requirements or further amendments to the application process or that the City Council upon further deliberation determines that the issuance of any or all commercial cannabis business permits will impact the public safety, welfare or other policy concerns which may be detrimental in the issuance of these permits.
- (c) Each year following the City Manager’s initial award of Commercial Cannabis Business Permits, if any, or at any time at the City Council’s discretion, the City Council may reassess the number of commercial cannabis business permits which are authorized for issuance. The City Council at its discretion, may determine that the number of commercial cannabis permits should remain the same, or be expanded.

Section 11.417. Commercial Cannabis Business Permit; Initial Application Procedure.

- (a) The City Manager or his/her designee shall adopt the procedures to govern the application process, and the manner in which the decision will ultimately be made regarding the issuance of any commercial cannabis business permit(s), which shall include or require the City Manager to provide detailed objective review criteria to be evaluated on a point system or equivalent quantitative evaluation scale tied to each set of review criteria (“Review Criteria”). The City Manager or his/her designee(s) shall be authorized to prepare the necessary forms, adopt any necessary rules to the application, regulations and processes, solicit applications, conduct initial evaluations of the applicants.
- (b) At the time of filing, each applicant shall pay an application fee established by resolution of the City Council, to cover all costs incurred by the City in the application process.

- (c) After the initial review, ranking, and scoring under the Review Criteria, the City Manager or his/her designee(s) will make a final determination in accordance with this section.
- (d) Preservation of Rights.

The City reserves the right to reject any or all applications. Prior to permit issuance, the City may also modify, postpone, or cancel any request for applications, or the entire program under this Article, at any time without liability, obligation, or commitment to any party, firm, or organization, to the extent permitted under California state law. Persons submitting applications assume the risk that all or any part of the program, or any particular category of permit potentially authorized under this Article, may be cancelled at any time prior to permit issuance. The City further reserves the right to request and obtain additional information from any candidate submitting an application. In addition to any other justification provided a failure to comply with other requirements in this Article, an application risk being rejected or any of the following reasons:

- (1) Proposal received after designated time and date.
- (2) Proposal not containing the required elements, exhibits, nor organized in the required format.
- (3) Proposal considered not fully responsive to this request for permit application.

Section 11.418. Personnel Prohibited from Holding a License or Employee Work Permit.

- (a) Any person, including but not limited to any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular in which any of the following actions or notices have been issued in non-compliance, shall be prohibited from holding a cannabis commercial license or employee work permit in the City of Oxnard. In addition, the following shall be grounds for denial of a local license or employee work permit:
 - (1) The applicant has been denied a license or has had a license suspended or revoked by any city, county, city and county or any other state cannabis licensing authority;
 - (2) The applicant was notified that they were conducting commercial cannabis activity in non-compliance with Chapter 11 or other City of Oxnard ordinances, codes and requirements in which they failed to discontinued operating in a timely manner;
 - (3) Evidence that the applicant was in non-compliance of properly paying federal, state or local taxes and/or fees when notified by the appropriate

agencies;

- (4) As of **[DATE OF ADOPTION OF THIS ORDINANCE]** applicant was conducting commercial cannabis activity in the City of Oxnard in violation of local and state law.
- (5) No person shall be issued a commercial cannabis permit to operate who enters into an agreement to lease, sublease or any other agreement, regardless of whether it is verbally or in writing to any terms of use of the premises from a property owner, commercial broker or any third party, that is in violation of Section 11.10.100 unless that property is leased at fair market value and such lease, sublease or agreement does not have any terms or conditions for the cannabis permit licensee to pay the property owner, commercial broker, or any third party a percentage of gross receipts, royalties, equity, or other unreasonable compensation as determined by the City. In addition, all leases, subleases, or other agreements must be based on a monthly rate.

Section 11.419. Expiration of Commercial Cannabis Business Permits.

Each commercial cannabis business permit issued pursuant to this Article shall expire twelve (12) months after the date of its issuance. Commercial cannabis permits may be renewed as provided in Section 11.421.

Section 11.420 Revocation of Permits.

Commercial cannabis business permits may be revoked for any violation of any law and/or any rule, regulation and/or standard adopted pursuant to Sections 11.421, 11.422, 11.437, or 11.428 pursuant to any policy, procedure or regulation in this Article.

Section 11.421. Renewal Applications.

- (a) An application for renewal of a commercial cannabis business permit shall be filed at least sixty (60) calendar days prior to the expiration date of the current permit.
- (b) The renewal application shall contain all the information required for new applications.
- (c) The applicant shall pay a fee in an amount to be set by the City Council to cover the costs of processing the renewal permit application, together with any costs incurred by the City to administer the program created under this Article.
- (d) An application for renewal of a commercial cannabis business permit shall be rejected if any of the following exists:

- (1) The application is filed less than sixty (60) days before its expiration.
 - (2) The commercial cannabis business permit is suspended or revoked at the time of the application.
 - (3) The commercial cannabis business has not been in regular and continuous operation in the four (4) months prior to the renewal application.
 - (4) The commercial cannabis business has failed to conform to the requirements of this Article, or of any regulations adopted pursuant to this Article.
 - (5) The permittee fails or is unable to renew its State of California license.
 - (6) If the City or state has determined, based on substantial evidence, that the permittee or applicant is in violation of the requirements of this Article, of the City Ordinance, or of the state rules and regulations, and the City or state has determined that the violation is grounds for termination or revocation of the commercial cannabis business permit.
- (e) The City Manager or his/her designee(s) is authorized to make all decisions concerning the issuance of a renewal permit. In making the decision, the City Manager or his/her designee(s) is authorized to impose additional conditions to a renewal permit, if it is determined to be necessary to ensure compliance with state or local laws and regulations or to preserve the public health, safety or welfare. Appeals from the decision of the City Manager or his/her designee(s) shall be handled pursuant to the provisions of this Article.
- (f) If a renewal application is rejected, a person may file a new application pursuant to this Article no sooner than one (1) year from the date of the rejection.

Section 11.422. Effect of State License Suspension, Revocation, or Termination.

Suspension of a license issued by the State of California, or by any of its departments or divisions, shall immediately suspend the ability of a commercial cannabis business to operate within the City, until the State of California, or its respective department or division, reinstates or reissues the State license. Should the State of California, or any of its departments or divisions, revoke or terminate the license of a commercial cannabis business, such revocation or termination shall also revoke or terminate the ability of a commercial cannabis business to operate within the City of Oxnard.

Section 11.423. Appeals.

Unless specifically provided elsewhere to the contrary, whenever an appeal is provided for in this Article from a decision of the City Manager or his/her designee(s), the appeal shall be conducted as prescribed in this Article.

Section 11.424. Written request for Appeal.

- (a) Within ten (10) calendar days after the date of a decision of the City Manager or his/her designee(s) to revoke, suspend or deny a permit, or to add conditions to a permit, an aggrieved party may appeal such action by filing a written appeal with the City Clerk setting forth the reasons why the decision was not proper.
- (b) At the time of filing the appellant shall pay the designated appeal fee, established by resolution of the City Council from time to time.

Section 11.425. Appeal Hearing.

- (a) Upon receipt of the written appeal, the City Clerk shall set the matter for a hearing before the City Council or his/her designee. The City Council shall hear the matter de novo and shall conduct the hearing pursuant to the procedures set forth by the City.
- (b) The appeal shall be held within a reasonable time after the filing the appeal, but in no event later than ninety (90) days from the date of such filing. The City shall notify the appellant of the time and location at least ten (10) days prior to the date of the hearing.
- (c) At the hearing, the appellant may present any information they deem relevant to the decision appealed. The formal rules of evidence and procedure applicable in a court of law shall not apply to the hearing.
- (d) The decision of the City Council shall be final.

Section 11.426. Commercial Cannabis Business Permit Selection Process.

- (a) The City Manager shall adopt a procedure guideline and Review Criteria by which the top applicants in each category of each commercial cannabis business shall be evaluated in a final determination by the City Council
- (b) At least ten (10) days prior to the public hearing, notice of the public hearing shall be sent to all property owners located within six hundred (600) feet of the proposed business locations of each of the finalists to be considered by the City Council.
- (c) Official issuance of the commercial cannabis business permit(s), however, is conditioned upon the prevailing candidate(s) obtaining all required land use approvals. Following the City Manager's selection of individual/company who

shall be issued a Commercial Cannabis Business Permit, the prevailing candidate(s) shall apply to the City's Community Development Department to obtain the required land use approvals or entitlements for the permittee's location, if any. Land use approvals shall include compliance with all applicable provisions of the California Environmental Quality Act (CEQA). The City Council shall formally issue the Commercial Cannabis Business Permit(s) once the Community Development Director or his/her designee(s) affirms that all of the required land use approvals have been obtained and all required conditions of approval have been complied with.

- (d) The City Manager shall either deny or approve the final candidates and shall select the top candidates in each category of the commercial cannabis businesses. The City Manager's decision as to the selection of the prevailing candidates shall be final.
- (e) Issuance of a commercial cannabis business permit does not create a land use entitlement. The commercial cannabis business permit shall only be for a term of twelve (12) months and shall expire at the end of the twelve (12) month period unless it is renewed as provided herein. Furthermore, no permittee may begin operations, notwithstanding the issuance of a permit, unless all of the state and local laws and regulations, including but not limited to the requirements of this Article and of the permit, have been complied with.
- (f) Notwithstanding anything in this Article to the contrary, the City Manager reserves the right to reject any or all applications if it determines it would be in the best interest of the City, taking into account any health, safety and welfare impacts on the community. Applicants shall have no right to a commercial cannabis business permit until a permit is actually issued, and then only for the duration of the permit's term. Each applicant assumes the risk that, at any time prior to the issuance of a permit, the City Council may terminate or delay the program created under this Article.
- (g) If an application is denied, a new application may not be filed for one (1) year from the date of the denial.
- (h) Each person granted a commercial cannabis business permit shall be required to pay the permit fee established by resolution of the City Council, to cover the costs of administering the commercial cannabis business permit program created in this Article.

Section 11.427. Change in location; updated registration form.

Any time the manufacturing, transportation and distribution location specified in the regulatory permit is changed, the applicant shall be required to secure a new Cannabis Business Permit, and discretionary land use approval for the new location. The process and the fees shall be the same as for a new facility and in accordance with the regulations specified in this Ordinance.

Section 11.428. Transfer of Cannabis Business Permit.

- (a) The owner of a cannabis business permit shall not transfer ownership or control of the permit to another person or entity unless and until the transferee obtains an amendment to the permit from the City Manager or his/her designee stating that the transferee is now the permittee. Such an amendment may be obtained only if the transferee files an application with the City Manager or his/her designee in accordance with all provisions of this Article (as though the transferee were applying for an original cannabis business permit) accompanied by a transfer fee in an amount set by resolution of the City Council (or if not set, shall be the same amount as the application fee), and the City Manager or his/her designee determines, after hearing, in accordance with this section that the transferee passed the background check required for permittees and meets all other requirements of this Article.
- (b) Commercial cannabis business permits issued through the grant of a transfer by the City Manager or his/her designee shall be valid for a period of one year beginning on the day the City Manager or his/her designee approves the transfer of the permit. Before the transferee's permit expires, the transferee shall apply for a renewal permit in the manner required by this Article.
- (c) Changes in ownership of a permittee business structure or a substantial change in the ownership of a permittee business entity (changes that result in a cumulative change of more than 51% of the original ownership) must be approved by the City Manager or his/her designee through the transfer process contained in this subsection (a). Failure to comply with this provision is grounds for permit revocation.
- (d) A permittee may change the form of business entity without applying to the City Manager or his/her designee for a transfer of permit, provided that either:
 - (1) The membership of the new business entity is substantially similar to original permit holder business entity (at least 51% of the membership is identical), or
 - (2) If the original permittee is an unincorporated association, mutual or public benefit corporation, agricultural or consumer cooperative corporation and subsequently transitions to or forms a new business entity as allowed under the MAUCRSA and to comply with Section 5.10.060, subdivision (b), provided that the Board of Directors (or in the case of an unincorporated association, the individual(s) listed on the City permit application) of the original permittee entity are the same as the new business entity.

Although a transfer is not required in these two circumstances, the permit holder is required to notify the City Manager in writing of the change within ten (10)

days of the change. Failure to comply with this provision is grounds for permit revocation.

- (e) No commercial cannabis business permit may be transferred when the City Manager or his/her designee has notified the permittee that the permit has been or may be suspended or revoked.
- (f) Any attempt to transfer a commercial cannabis business permit either directly or indirectly in violation of this section is hereby declared void, and such a purported transfer shall be deemed a ground for revocation of the permit.

Section 11.429. City Business License.

Prior to commencing operations, a commercial cannabis business shall obtain a City of Oxnard Business Tax Certificate, pursuant to Article 1.

Section 11.430. Building Permits and Inspection.

Prior to commencing operations, a commercial cannabis business shall be subject to a mandatory building inspection and must obtain all required permits and approvals which would otherwise be required for any business of the same size and intensity operating in that zone. This includes but is not limited to obtaining any required building permit(s), the Fire Department approvals, Health Department approvals and other zoning and land use permit(s) and approvals.

Section 11.431. Certification from the Community Development Director.

Prior to submittal of a Commercial Cannabis Business Permit application, a certification from the Community Development Director or his/her designee(s) certifying that the business is located on a site that meets all of the requirements of Chapter 16 and this Article shall be obtained. A fee shall be established by City Council Resolution for submittal and processing of this certification.

Section 11.432. Right to Occupy and to Use Property.

As a condition precedent to the City's issuance of a commercial cannabis business permit pursuant to this Article, any person intending to open and to operate a commercial cannabis business shall provide sufficient evidence of the legal right to occupy and to use the proposed location. In the event the proposed location will be leased from the property owner, the applicant shall be required to provide a signed and notarized statement from the owner of the property, acknowledging that the property owner has read this Article and consents to the operation of the commercial cannabis business on the owner's property.

Section 11.433. Location and Design of Cannabis Businesses.

Cannabis businesses permitted to engage in Manufacturing, Testing, or Distribution of cannabis and cannabis products are subject to the following zoning and locational requirements:

- (a) All cannabis manufacturing, testing, and distribution businesses must be located on property zoned Limited Manufacturing (ML), Light Manufacturing (M1), Heavy Industrial (M2), and Business and Research Park (BRP), as well as Auto Sales and Service, Business Park, and Commercial Manufacturing zones within the Rose Santa Clara Corridor Specific Plan. Manufacturing, Testing, and/or Distribution facilities may also be located in the following Specific Plan areas subject to relevant Specific Plan requirements, and input from the Business Park Association (if operational): Northeast Community Specific Plan, Sakioka Farms, Camino Real Business Park, McInnes Ranch Business Park Specific Plan, and Northfield Seagate Business Park Specific Plan.
- (b) Compliance with any Specific Plan requirements, including a letter of support from the specific plan management company or association.
- (c) The property on which the commercial cannabis business is located must also meet all of the following distance requirements:
 - (1) It shall be no closer than six hundred (600) feet of any of the following:
 - (A) Any residentially zoned property or any residentially used parcel as of the date the cannabis business permit is issued.
 - (B) Any school providing instruction in kindergarten or any grades 1 through 12, whether public, private, or charter, including pre-school, transitional kindergarten, and K-12.
 - (C) A commercial daycare center licensed by the City or County that is in existence at the time the license is issued, unless the State licensing authority or the City specifies a different radius.
 - (D) A youth center that is in existence at the time the license is issued, unless the State licensing authority or the City specifies a different radius.
 - (2) The distance specified in this section shall be the horizontal distance measured in a straight line from the property line of the identified use to the closest property line of the lot on which the cannabis use is located without regard to intervening structures.
- (d) Each proposed cannabis manufacturing, testing, and distribution business project shall:
 - (1) Conform with the City's General Plan, any applicable specific plans, master plans, and design requirements.
 - (2) Comply with all applicable zoning, and specific plan requirements, and related development standards.

- (3) Be constructed in a manner that minimizes odors to surrounding uses, and promotes quality design and construction, and consistency with the surrounding properties.
- (4) Be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and all items required for the development.
- (5) Be served by highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.
- (6) Be provided with adequate electricity, sewerage, disposal, water, fire protection (sprinkler and alarm; retrofit when determined necessary by the Fire Marshal) and storm drainage facilities for the intended purpose.

Section 11.434. Limitations on City’s Liability.

To the fullest extent permitted by law, the City of Oxnard shall not assume any liability whatsoever with respect to having issued a commercial cannabis business permit pursuant to this Article or otherwise approving the operation of any commercial cannabis business. As a condition to the approval of any commercial cannabis business permit, the applicant shall be required to meet all of the following conditions before they can receive the commercial cannabis business permit:

- (a) They must execute an agreement, in a form approved by the City Attorney, agreeing to indemnify, defend (at applicant’s sole cost and expense), and hold the City of Oxnard and its officers, officials, employees, representatives, and agents harmless, from any and all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to the City’s issuance of the commercial cannabis business permit, the City’s decision to approve the operation of the commercial cannabis business or activity, the process used by the City in making its decision, or the alleged violation of any federal, state or local laws by the commercial cannabis business or any of its officers, employees or agents.
- (b) Maintain insurance at coverage limits, and with conditions thereon determined necessary and appropriate from time to time by the City Manager.
- (c) Reimburse the City of Oxnard for all costs and expenses, including but not limited to legal fees and costs and court costs, which the City of Oxnard may be required to pay as a result of any legal challenge related to the City’s approval of the applicant’s commercial cannabis business permit, or related to the City’s approval of a commercial cannabis activity. The City of Oxnard may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve any of the obligations imposed hereunder.

Section 11.435 - Right to Occupy and Use a Property

As a condition precedent to the City's issuance of a commercial cannabis permit, any person intending to open and to operate a cannabis manufacturing, testing, or distribution facility shall provide sufficient evidence of the legal right to occupy and to use the proposed location. In the event the proposed location will be leased from another person, the applicant shall be required to provide a signed and notarized statement from the owner of the property acknowledging that the property owner has read this Article and consents to the operation of the use on the owner's property.

Section 11.436. Records and Recordkeeping.

- (a) Each owner and operator of a commercial cannabis business shall maintain accurate books and records in an electronic format, detailing all of the revenues and expenses of the business, and all of its assets and liabilities. On no less than an annual basis (at or before the time of the renewal of a commercial cannabis business permit issued pursuant to this Article), or at any time upon reasonable request of the City, each commercial cannabis business shall file a sworn statement detailing the number of sales by the commercial cannabis business during the previous twelve-month period (or shorter period based upon the timing of the request), provided on a per-month basis. The statement shall also include gross sales for each month, and all applicable taxes paid or due to be paid. On an annual basis, each owner and operator shall submit to the City a financial audit of the business's operations conducted by an independent certified public accountant. Each permittee shall be subject to a regulatory compliance review and financial audit as determined by the City Manager or his/her designee(s).
- (b) Each owner and operator of a commercial cannabis business shall maintain a current register of the names and the contact information (including the name, address, and telephone number) of anyone owning or holding an interest in the commercial cannabis business, and separately of all the officers, managers, employees, agents and volunteers currently employed or otherwise engaged by the commercial cannabis business. The register required by this paragraph shall be provided to the City Manager or his/her designee(s) upon a reasonable request.
- (c) Prior to state licensing, each commercial cannabis business shall maintain a record of all persons, patients, collectives and primary caregivers served by the commercial cannabis business, for a period of no less than four (4) years. Once a state license is obtained, the commercial cannabis business must maintain such records only to the extent permitted or required by MAUCRSA.
- (d) All commercial cannabis businesses shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and

descriptions of all cannabis and cannabis products for all stages of the growing and production or manufacturing, laboratory testing and distribution processes until purchase as set forth MAUCRSA.

- (e) Each commercial cannabis business shall allow the City of Oxnard officials to have access to the business's books, records, accounts, together with any other data or documents relevant to its permitted commercial cannabis activities, for the purpose of conducting an audit or examination. Books, records, accounts, and any and all relevant data or documents will be produced no later than twenty-four (24) hours after receipt of the City's request, unless otherwise stipulated by the City. The City may require the materials to be submitted in an electronic format that is compatible with the City's software and hardware.

Section 11.437. Operational Standards.

- (a) A permitted commercial cannabis business shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products, and to deter and prevent the theft of cannabis or cannabis products at the commercial cannabis business. Except as may otherwise be determined by the City Manager or his/her designee(s), these security measures shall include, but shall not be limited to, all of the following and are considered in addition to the Best Practices identified in the guidelines for issuance of a Cannabis Business Permit and/or conditions imposed as part of the land use permit approval:
 - (1) Alarm system (perimeter, fire, and panic buttons).
 - (2) Remote monitoring of alarm systems by licensed security professionals and first responders (Knox box, etc.).
 - (3) Perimeter lighting systems (including motion sensors) for after-hours security.
 - (4) Perimeter security and lighting as approved by the Police Chief, Community Development Department or his/her designee.
 - (5) Preventing individuals from remaining on the premises of the commercial cannabis business if they are not engaging in an activity directly related to the permitted operations of the commercial cannabis business.
 - (6) Establishing limited access areas accessible only to authorized commercial cannabis business personnel.
 - (7) Plan for cash handling as relevant to manufacturing, testing, and distribution operations.

- (8) Except for live growing plants which are being cultivated at a cultivation facility, all cannabis and cannabis products shall be stored in a secured and locked vault or vault equivalent. All safes and vaults shall be compliant with Underwriter Laboratories burglary-resistant and fire-resistant standards. All cannabis and cannabis products, including live plants that are being cultivated, shall be kept in a manner as to prevent diversion, theft, and loss.
- (9) Installing 24-hour security surveillance cameras of at least HD-quality to monitor all entrances and exits to and from the premises, all interior spaces within the commercial cannabis business which are open and accessible to the public, all interior spaces where cannabis, cash or currency, is being stored for any period of time on a regular basis and all interior spaces where diversion of cannabis could reasonably occur. All cameras shall record in color. All exterior cameras shall be in weather-proof enclosures, shall be located so as to minimize the possibility of vandalism, and shall have the capability to automatically switch to black and white in low light conditions. The commercial cannabis business shall be responsible for ensuring that the security surveillance camera's footage is remotely accessible by the City Manager or his/her designee(s), and that it is compatible with the City's software and hardware. In addition, remote and real-time, live access to the video footage from the cameras shall be provided to the City Manager or his/her designee(s). Video recordings shall be maintained for a minimum of ninety (90) days and shall be made available to the City Manager or his/her designee(s) upon request. Video shall be of sufficient quality for effective prosecution of any crime found to have occurred on the site of the commercial cannabis business, and shall be capable of enlargement via projection or other means. Internet Protocol address information shall be provided to the Oxnard Police Department by the commercial cannabis business, to facilitate remote monitoring of security cameras by the Department or its designee.
- (10) Sensors shall be installed to detect entry and exit from all secure areas, and shall be monitored in real time by a security company licensed by the State of California Bureau of Security and Investigative Services.
- (11) Panic buttons shall be installed in all commercial cannabis businesses with direct notification to Oxnard Police Department dispatch, and shall be configured to immediately alert dispatch for the Oxnard Police Department.
- (12) Having a professionally installed, maintained, and monitored real-time alarm system by a security company licensed by the State of California Bureau of Security and Investigative Services.

- (13) Any bars installed on the windows or the doors of the commercial cannabis business shall be installed only on the interior of the building.
 - (14) Security personnel shall monitor premises in accordance with a security plan as authorized by the City Manager or his/her designee(s), and must have a verified response security patrol when closed. Security personnel must be licensed by the State of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the City Manager or his/her designee(s), with such approval not to be unreasonably withheld. Firearms may be carried by security personnel while they are on duty if authorized by the Chief of Police.
 - (15) Each commercial cannabis business shall have the capability to remain secure during a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.
 - (16) Entrance areas are to be locked at all times and under the control of a designated responsible party that is either; (a) an employee of the commercial cannabis business; or (b) a licensed security professional.
 - (17) Each commercial cannabis business shall have an accounting software system in place to provide point of sale data as well as audit trails or both product and cash, where applicable.
 - (18) Each commercial cannabis business shall demonstrate to the Chief of Police, City Manager or their designees compliance with the state's track and trace system for cannabis and cannabis products, as soon as it is operational.
 - (19) Each commercial cannabis business shall have state of the art network security protocols in place to protect computer information and all digital data.
 - (20) Exterior vegetation shall be planted, altered and maintained in a fashion that precludes its use as a hiding place for persons on the premises.
- (b) Each commercial cannabis business shall identify a designated security representative/liaison to the City of Oxnard, who shall be reasonably available to meet with the City Manager or his/her designee(s) regarding any security related measures or and operational issues. The designated security representative/liaison shall, on behalf of the commercial cannabis business, annually maintain a copy of the current security plan on the premises of the business, to present to the City Manager or his/her designee upon request that meets the following requirements:

- (1) Confirms that a designated Manager will be on duty during business hours and will be responsible for monitoring the behavior of employees.
 - (2) Identifies all Managers of the commercial cannabis business and their contact phone numbers.
 - (3) Confirms that first aid supplies and operational fire extinguishers are located in the service areas and the Manager's office.
 - (4) Confirms that burglar, fire, and panic alarms are operational and monitored by a licensed security company 24 hours a day, seven days a week, and provides contact information for each licensed security company.
 - (5) Identify a sufficient number of licensed, interior and exterior security personnel who will monitor individuals inside and outside the commercial cannabis business, the parking lot, and any adjacent property under the business' control.
 - (6) Confirm that the licensed security personnel shall regularly monitor the parking lot and any adjacent property to ensure that these area are: (a) free of individuals loitering or causing a disturbance; (b) are cleared of employees and their vehicles one-half hour after closing.
- (c) As part of the application and permitting process, each commercial cannabis business shall have a storage and transportation plan, which describes in detail the procedures for safely and securely storing and transporting all cannabis, cannabis products, and any currency.
- (d) The commercial cannabis business shall cooperate with the City whenever the City Manager or his/her designee(s) makes a request, without prior notice, to inspect or audit the effectiveness of any security plan or of any other requirement of this Article. Prevention Fire Inspectors shall be allowed access to audit buildings for Fire Life Safety concerns on a yearly basis or as determined necessary per the Fire Marshal.
- (e) A commercial cannabis business shall notify the City Manager or his/her designee(s) within twenty-four (24) hours after discovering any of the following:
- (1) Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by the City Manager or his/her designee(s).
 - (2) Diversion, theft, loss, or any criminal activity involving the commercial cannabis business or any agent or employee of the commercial cannabis business.
 - (3) The loss or unauthorized alteration of records related to cannabis, customers or employees or agents of the commercial cannabis business.
 - (4) Any other breach of security.

- (f) Compliance with the foregoing requirements shall be verified by the City Manager or his/her designee prior to commencing business operations. The City Manager or his/her may supplement these security requirements once operations begin, subject to review by the City Manager if requested by the business owner.

Section 11.438. Restriction on Alcohol & Tobacco Sales.

- (a) No person shall cause or permit the sale, dispensing, or consumption of alcoholic beverages on or about the premises of the commercial cannabis business.
- (b) No person shall cause or permit the sale or tobacco products on or about the premises of the commercial cannabis business.

Section 11.439. Fees and Charges.

- (a) No person may commence or continue any commercial cannabis activity in the City without timely paying in full all fees and charges required for the operation of a commercial cannabis activity. Fees and charges associated with the operation of a commercial cannabis activity shall be established by resolution of the City Council which may be amended from time to time.
- (b) All commercial cannabis businesses authorized to operate under this Article shall pay all sales, use, business and other applicable taxes, and all license, registration, and other fees required under federal, state and local law. Each commercial cannabis business shall cooperate with City with respect to any reasonable request to audit the commercial cannabis business' books and records for the purpose of verifying compliance with this section, including but not limited to a verification of the amount of taxes required to be paid during any period.
- (c) Prior to operating in the City and as a condition of issuance of a regulatory permit, the operator of each cannabis facility shall enter into an operational agreement with the City setting forth the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of this Article, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety and welfare.

Section 11.440. Miscellaneous Operating Requirements.

- (a) Commercial cannabis businesses may operate only during the hours specified in the commercial cannabis business permit issued by the City and/or as determined within the land use permit.
- (b) Restriction on Consumption. Cannabis shall not be consumed by any employee on the premises of any commercial cannabis business.

- (c) No cannabis or cannabis products or graphics depicting cannabis or cannabis products shall be visible from the exterior of any property issued a commercial cannabis business permit, or on any of the vehicles owned or used as part of the commercial cannabis business. No outdoor storage of cannabis or cannabis products is permitted at any time.
- (d) Reporting and Tracking of Product and of Gross Sales. Each commercial cannabis business shall have in place a point-of-sale or management inventory tracking system to track and report on all aspects of the commercial cannabis business including, but not limited to, such matters as cannabis tracking, inventory data, gross sales (by weight and by sale) and other information which may be deemed necessary by the City. The commercial cannabis business shall ensure that such information is compatible with the City's record-keeping systems. In addition, the system must have the capability to produce historical transactional data for review. Furthermore, any system selected must be approved and authorized by the City Manager or his/her designee(s) prior to being used by the permittee.
- (e) All cannabis and cannabis products sold, distributed or manufactured shall be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the State and local regulations.
- (f) Emergency Contact and Emergency Response Plan. Each commercial cannabis business shall provide the City Manager or his/her designee(s) with the name, telephone number (both landline and mobile, if available) of an on-site employee or owner to whom emergency notice can be provided at any hour of the day. Each commercial cannabis business must have a fire evacuation plans, and plan to address robberies and other emergencies. Said plan shall be reviewed and approved by the Fire and Police Chief's or designee.
- (g) Signage and Notices.
 - (1) In addition to the requirements otherwise set forth in this section, business identification signage for a commercial cannabis business shall conform to the requirements of the City of Oxnard regulations, including, but not limited to, seeking the issuance of a City sign permit.
 - (2) No signs placed on the premises of a commercial cannabis business shall obstruct any entrance or exit to the building or any window.
 - (3) Each entrance to a commercial cannabis business shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the commercial cannabis business is prohibited.

- (4) Business identification signage shall be limited to that needed for identification only and shall not contain any logos or information that identifies, advertises, or lists the services or the products offered. No commercial cannabis business shall advertise by having a person holding a sign and advertising the business to passersby, whether such person is on the premises of the commercial cannabis business or elsewhere including, but not limited to, the public right-of-way.
 - (5) Signage shall not be directly illuminated, internally or externally. No banners, flags, billboards or other prohibited signs may be used at any time.
 - (h) Minors.
 - (1) Persons under the age of twenty-one (21) years shall not be allowed on the premises of a commercial cannabis business and shall not be allowed to serve as a driver for a mobile delivery service. It shall be unlawful and a violation of this Article for any person to employ any person at a commercial cannabis business who is not at least twenty-one (21) years of age.
 - (2) The entrance to the commercial cannabis business shall be clearly and legibly posted with a notice that no person under the age of twenty-one (21) years of age is permitted to enter upon the premises of the commercial cannabis business.
 - (i) Odor Control. Odor control devices and techniques shall be incorporated in all commercial cannabis businesses to ensure that odors from cannabis are not detectable off-site. Commercial cannabis businesses shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the commercial cannabis business that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the commercial cannabis business. As such, commercial cannabis businesses must install and maintain the following equipment, or any other equipment which the Community Development Director or his/her designee(s) determine is a more effective method or technology:
 - (1) An exhaust air filtration system with odor control that prevents internal odors from being emitted externally;
 - (2) An air system that creates negative air pressure between the commercial cannabis businesses interior and exterior, so that the odors generated

inside the commercial cannabis business are not detectable on the outside of the commercial cannabis business.

- (j) Display of Permit and City Business License. The original copy of the commercial cannabis business permit issued by the City pursuant to this Article and the City issued business license shall be posted inside the commercial cannabis business in a location readily-visible to the public.
- (k) Background Check. Pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), which authorizes City authorities to access state and local summary criminal history information for employment, licensing, or certification purposes; and authorizes access to federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation, every person listed as an owner, manager, supervisor, employee, contract employee or who otherwise works in a commercial cannabis business must submit fingerprints and other information deemed necessary by the Chief of Police or his/her designee(s) for a background check by the City of Oxnard Police Department. Pursuant to California Penal Sections 11105(b)(11) and 13300(b)(11), which requires that there be a requirement or exclusion from employment, licensing or certification based on specific criminal conduct on the part of the subject of the record. No person shall be issued a permit to operate a commercial cannabis business or a related work permit unless they have first cleared the background check, as determined by the Chief of Police or his/her designee(s), as required by this section. A fee for the cost of the background investigation, which shall be the actual cost to the City of Oxnard to conduct the background investigation as it deems necessary and appropriate, shall be paid at the time the application for a commercial cannabis business permit is submitted.
- (l) Loitering. The owner and/or operator of a commercial cannabis business shall prohibit loitering by persons outside the facility both on the premises and within fifty (50) feet of the premises.
- (m) Permits and other Approvals. Prior to the establishment of any commercial cannabis business or the operation of any such business, the person intending to establish a commercial cannabis business must first obtain all applicable planning, zoning, building, and other applicable permits from the relevant governmental agency which may be applicable to the zoning district in which such commercial cannabis business intends to establish and to operate.

Section 11.441. Other Operational Requirements.

The City Manager or his/her designee may develop other commercial cannabis business operational requirements or regulations as are determined to be necessary to protect the public health, safety and welfare.

Section 11.442. Operating Requirements for Testing Labs.

- (a) Testing Labs shall be required to conduct all testing in a manner pursuant to Business and Professions Code Section 26100 and shall be subject to state and local law. Each Testing Lab shall be subject to additional regulations as determined from time to time as more regulations are developed under this Article and any subsequent State of California legislation regarding the same.
- (b) Testing Labs shall conduct all testing in a manner consistent with general requirements for the competence of testing and calibrations activities, including sampling using verified methods.
- (c) All cannabis testing laboratories performing testing shall obtain and maintain ISO/IEC 17025 accreditation as required by the Bureau of Cannabis Control.
- (d) Testing labs shall destroy any harvest batch whose testing sample indicates noncompliance with health and safety standards required by the bureau unless remedial measures can bring the cannabis or cannabis products into compliance with quality standards as specified by law and implemented by the bureau.
- (e) Each operator shall ensure that a testing laboratory employee takes the sample of cannabis or cannabis products from the distributor's premises for testing required by state law and that the testing laboratory employee transports the sample to the testing laboratory.
- (f) Except as provided by state law, a testing laboratory shall not acquire or receive cannabis or cannabis products except from a licensee in accordance with state law, and shall not distribute, sell, or dispense cannabis, or cannabis products, from the licensed premises from which the cannabis or cannabis products were acquired or received. All transfer or transportation shall be performed pursuant to a specified chain of custody protocol.
- (g) A testing laboratory may receive and test samples of cannabis or cannabis products from a qualified patient or primary caregiver only if the qualified patient or primary caregiver presents the qualified patient's valid physician's recommendation for cannabis for medicinal purpose. A testing lab shall not certify samples from a qualified patient or primary caregiver for resale or transfer to another party or licensee. All tests performed by a testing laboratory for a qualified patient or primary caregiver shall be recorded with the name of the qualified patient or primary caregiver and the amount of the cannabis or cannabis products received.

Section 11.443. Operating Requirements for Distributors.

- (a) A distributor shall not store non-cannabis goods or non-cannabis accessories that are to be sold to another party on any licensed premises. Additionally, a distributor shall not distribute non-cannabis goods or non-cannabis accessories at

a licensed premises. For the purposes of this section, non-cannabis goods are any goods that do not meet the definition of cannabis goods as defined in Section 5000(c) of the California Code of Regulations.

- (b) After taking physical possession of a cannabis goods batch, the distributor shall contact a testing laboratory and arrange for a laboratory employee to come to the distributor's licensed premises to select a representative sample for laboratory testing.
- (c) A distributor shall ensure that all cannabis goods batches are stored separately and distinctly from other cannabis goods batches on the distributor's premises.
- (d) The distributor shall ensure that the batch size from which the sample is taken meets the requirements of state law, specifically the testing provisions within the California Code of Regulations.
- (e) A distributor or an employee of the distributor shall be physically present to observe the laboratory employee obtain the sample of cannabis goods for testing and shall ensure that the increments are taken from throughout the batch. The sampling shall be video-recorded and the recording kept available to state and local authorities for a minimum of 180 days, pursuant to Section 5305 of the California Code of Regulations.
- (f) A distributor shall not transport cannabis or cannabis products to a licensed retail facility until and unless it has verified that the cannabis or cannabis products have been tested and certified by a testing lab as being in compliance with state health and safety requirements pursuant to Sections 5705, 5710 and 5714 of Title 16 of the California Code of Regulations.

Section 11.444. Operating Requirements for Cannabis Manufacturing: Edibles and Other Cannabis Products; Sale or Distribution of Edible and Other Cannabis Products.

- (a) Cannabis manufacturing facilities requiring a Type-6, Type-7, Type S, or any subsequent created manufacturing state license (using non-volatile and volatile solvents) as defined in MAUCRSA, may be permitted to operate within those zone districts as defined in the City of Oxnard Code.
- (b) Any compressed gases used in the manufacturing process shall not be stored on any property within the City of Oxnard in containers that exceeds the amount which is approved by the Oxnard Fire Department and authorized by the regulatory permit. Each site or parcel subject to a commercial cannabis business permit shall be limited to a total number of compressed gas tanks allowed on the property at any one time, as determined by the Oxnard Fire Department.

- (c) Cannabis manufacturing facilities may use the hydrocarbons N-butane, isobutane, ethanol, propane, or heptane or other solvents or gases exhibiting low to minimal potential human-related toxicity approved by the Community Development Department. These solvents must be of at least ninety-nine percent purity and any extraction process must use them in a professional grade closed loop extraction system designed to recover the solvents and work in an environment with proper ventilation, controlling all sources of ignition where a flammable atmosphere is or may be present.
- (d) If an extraction process uses a professional grade closed loop CO₂ gas extraction system every vessel must be certified by the manufacturer for its safe use. The CO₂ must be of at least ninety-nine percent purity.
- (e) Closed loop systems for compressed gas extraction systems must be used and must be commercially manufactured and bear a permanently affixed and visible serial number.
- (f) Certification from an engineer licensed by the State of California, or from a State Certified Professional Engineer or State Certified Industrial Hygienist from another state, must be provided to the Community Development Department for a professional grade closed loop system used by any commercial cannabis manufacturing manufacturer to certify that the system was commercially manufactured, is safe for its intended use, and was built to codes of recognized and generally accepted good engineering practices, including but not limited to:
 - (1) The American Society of Mechanical Engineers (ASME);
 - (2) American National Standards Institute (ANSI);
 - (3) Underwriters Laboratories (UL); or
 - (4) The American Society for Testing and Materials (ASTM)
- (g) The certification document must contain the signature and stamp of the professional engineer and serial number of the extraction unit being certified.
- (h) Professional closed loop systems, other equipment used, the extraction operation, and facilities must be approved for their use by the Oxnard Fire Department and meet any required fire, safety, and building code requirements specified in the California Building Reference Codes.

- (i) Cannabis Manufacturing facilities may use heat, screens, presses, steam distillation, ice water, and other methods without employing solvents or gases to create keef, hashish, bubble hash, or infused dairy butter, or oils or fats derived from natural sources, and other extracts.
- (j) Cannabis Manufacturing Facilities may use food grade glycerin, ethanol, and propylene glycol solvents to create or refine extracts. Ethanol should be removed from the extract in a manner to recapture the solvent and ensure that it is not vented into the atmosphere.
- (k) Cannabis Manufacturing Facilities creating cannabis extracts must develop standard operating procedures, good manufacturing practices, and a training plan prior to producing extracts for the marketplace.
- (l) Any person using solvents or gases in a closed looped system to create cannabis extracts must be fully trained on how to use the system, have direct access to applicable material safety data sheets and handle and store the solvents and gases safely.
- (m) Parts per million for one gram of finished extract cannot exceed state standards for any residual solvent or gas when quality assurance tested.

Section 11.445. Promulgation of Regulations, Standards and Other Legal Duties.

- (a) In addition to any regulations adopted by the City Council, the City Manager or his/her designee is authorized to establish any additional rules, regulations and standards governing the issuance, denial or renewal of commercial cannabis business permits, the ongoing operation of commercial cannabis businesses and the City's oversight, or concerning any other subject determined to be necessary to carry out the purposes of this Article.
- (b) Regulations shall be published on the City's website.
- (c) Regulations promulgated by the City Manager shall become effective upon date of publication. Commercial cannabis businesses shall be required to comply with all state and local laws and regulations, including but not limited to any rules, regulations or standards adopted by the City Manager or his/her designee.
- (d) Testing Labs, Distribution facilities and Special Events shall be subject to state law and shall be subject to additional regulations as determined from time to time as more regulations are developed under Section 11.10.410 (a) of this Article and any subsequent State of California legislation regarding the same.

Section 11.446. Community Relations.

- (a) Each commercial cannabis business shall provide the name, telephone number, and email address of a community relations contact to whom notice of problems associated with the commercial cannabis business can be provided. Each commercial cannabis business shall also provide the above information to all businesses and residences located within six hundred (600) feet of the commercial cannabis business.
- (b) During the first year of operation pursuant to this Article, the owner, manager, and community relations representative from each commercial cannabis business holding a permit issued pursuant to this Article shall attend quarterly meetings with the City Manager or his/her designee(s), and other interested parties as deemed appropriate by the City Manager or his/her designee(s), to discuss costs, benefits, and other community issues arising as a result of implementation of this Article. After the first year of operation, the owner, manager, and community relations representative from each such commercial cannabis business shall meet with the City Manager or his/her designee(s) when and as requested by the City Manager or his/her designee(s).
- (c) Commercial cannabis businesses to which a permit is issued pursuant to this Article shall describe benefits that the cannabis business would provide to the local community, such as community contributions, volunteer services and/or economic incentives.

Section 11.447. Permit Holder Responsible for Violations.

The person to whom a permit is issued pursuant to this Article shall be responsible for all violations of the laws of the State of California or of the regulations and/or the ordinances of the City of Oxnard, whether committed by the permittee or any employee or agent of the permittee, which violations occur in or about the premises of the commercial cannabis business whether or not said violations occur within the permit holder's presence.

Section 11.448 Inspection and Enforcement.

- (a) The City Manager, or his/her designee(s) charged with enforcing the provisions of the City of Oxnard Code, or any provision thereof, may enter the location of a commercial cannabis business at any time, without notice, and inspect the location of any commercial cannabis business as well as any recordings and records required to be maintained pursuant to this Article or under applicable provisions of State law.
- (b) It is unlawful for any person having responsibility over the operation of a commercial cannabis business, to impede, obstruct, interfere with, or otherwise not to allow, the City to conduct an inspection, review or copy records, recordings or other documents required to be maintained by a commercial cannabis business under this Article or under state or local law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other

documents required to be maintained by a commercial cannabis business under this Article or under state or local law.

- (c) The City Manager, or his/her designee(s) charged with enforcing the provisions of this Article may enter the location of a commercial cannabis business at any time during the hours of operation and without notice to obtain samples of the cannabis to test for public safety purposes. Any samples obtained by the City of Oxnard shall be logged, recorded, and maintained in accordance with established procedures by the City of Oxnard City Manager or these regulations.

Section 11.449. Compliance with State Regulation.

It is the stated intent of this Article to regulate commercial cannabis activity in the City of Oxnard in compliance with all provisions MAUCRSA and any subsequent state legislation.

Section 11.450. Violations declared a public nuisance.

Each and every violation of the provisions of this Article is hereby deemed unlawful and a public nuisance.

Section 11.451. Each violation a separate offense.

Each and every violation of this Article shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the City of Oxnard. Additionally, as a nuisance per se, any violation of this Article shall be subject to injunctive relief, any permit issued pursuant to this Article being deemed null and void, disgorgement and payment to the City for any monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity. The City of Oxnard may also pursue any and all remedies and actions available and applicable under state and local laws for any violations committed by the commercial cannabis business or persons related to, or associated with, the commercial cannabis activity. Additionally, when there is determined to be an imminent threat to public health, safety or welfare, the City Manager, or his/her designee(s), may take immediate action to temporarily suspend a commercial cannabis business permit issued by the City, pending a hearing before the City Manager, or his/her designee(s).

Section 11.452. Criminal Penalties.

Each and every violation of the provisions of this Article may in the discretion of the District Attorney or City Attorney be prosecuted as a misdemeanor and upon conviction be subject to a fine not to exceed one thousand dollars (\$1,000) or imprisonment in the County jail for a period of not more than twelve (12) months, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.

Section 11.453. Remedies cumulative and not exclusive.

The remedies provided herein are not to be construed as exclusive remedies. The City is authorized to pursue any proceedings or remedies provided by law.”

Section 2. Subsection Q is added to Section 16-177 of the Oxnard City Code regarding the BRP Business and Research Park Zone to read as follows:

“(Q) Commercial cannabis business, provided that the owner has first obtained a commercial cannabis business permit pursuant to Article XVI, Chapter 11 of the Oxnard City Code and a Special Use Permit.”

Section 3. Subsection I of Section 16-178 of the Oxnard City Code relating to the BRP Business and Research Park Zone is hereby amended to read as follows:

“(G) Cannabis-related uses, unless the requirements of Section 16-177(Q) have been met.”

Section 4. Section 16-186.1 of the Oxnard City Code relating to the M-L Limited Manufacturing Zone is hereby amended to read as follows:

“SEC. 16-186.1. RELATED USE – SPECIAL USE PERMIT REQUIREMENT.

(A) Commercial recreation activities in freestanding structures or as a freestanding use may be permitted in this zone subject to the approval of a special use permit.

(B) A commercial cannabis business may be permitted in this zone provided that the owner has first obtained a commercial cannabis business permit pursuant to Article XVI, Chapter 11 of the Oxnard City Code and a Special Use Permit.

(C) A church use shall be allowed in the M-L zone if the commission has granted a special use permit as provided in sections 16-530 through 16-553.”

Section 5. Subsection F of Section 16-191 of the Oxnard City Code relating to the M-L Limited Manufacturing Zone is hereby amended to read as follows:

“(F) Cannabis-related uses, unless the requirements of Section 16.186.1(B) have been met.”

Section 6. Subsection C is added to Section 16-223 of the Oxnard City Code to read as follows:

“(C). A commercial cannabis business may be permitted in the M-1 Light Manufacturing Zone provided that the owner has first obtained a commercial cannabis business permit pursuant to Article XVI, Chapter 11 of the Oxnard City Code and a Special Use Permit.”

Section 7. Subsection G of Section 16-226 of the Oxnard City Code relating to the M-1 Light Manufacturing Zone is hereby amended to read as follows:

“(G) Cannabis-related uses, unless the requirements of Section 16-223(C) have been met.”

Section 8. Subsection D is added to Section 16-246 of the Oxnard City Code to read as follows:

“(D) A commercial cannabis business may be permitted in the M-2 Heavy Manufacturing Zone provided that the owner has first obtained a commercial cannabis business permit pursuant to Article XVI, Chapter 11 of the Oxnard City Code and a Special Use Permit.”

Section 9. Section 16-251 of the Oxnard City Code is hereby amended to read as follows:

“SEC. 16-251. CANNABIS USES.

Cannabis uses are prohibited in the M-2 Heavy Manufacturing Zone unless the requirements of Section 16-246(D) have been met.”

Section 10. Section 4.2.1., B. (Auto Sales and Service) of the Rose Santa Clara Corridor Specific Plan is hereby amended to read as follows:

“5. Commercial Cannabis uses, subject to the requirement of Oxnard City Code, Chapter 16, Article XVI.”

Section 11. Section 4.2.2., B. (Business Park) of the Rose Santa Clara Corridor Specific Plan is hereby amended to read as follows:

“5. Commercial Cannabis uses, subject to the requirement of Oxnard City Code, Chapter 16, Article XVI.”

Section 12. 4.2.3., B (Retail Commercial) of the Rose Santa Clara Corridor Specific Plan is hereby amended to read as follows:

“5. Commercial Cannabis uses, subject to the requirement of Oxnard City Code, Chapter 16, Article XVI.”

Section 13. Section 4.2.4., B. (Commercial Manufacturing) of the Rose Santa Clara Corridor Specific Plan is hereby amended to read as follows:

“5. Commercial Cannabis uses, subject to the requirement of Oxnard City Code, Chapter 16, Article XVI.”

Section 14. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 15. The City Clerk shall certify to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) calendar days of the adoption and shall post a certified copy of this ordinance, include the vote for and against the same, in the office of the City Clerk, in according with Government Code Section 36933. Ordinance No. ____ was

first read on _____, 2019, finally adopted on _____, 2019, to become effective thirty (30) days thereafter.

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the 18th day of June, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

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**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. H.6.**

DATE: June 18, 2019

TO: City Council

FROM: Steve Naveau, Human Resources Director, (805) 385-7947, steve.naveau@oxnard.org

SUBJECT: Memorandum of Understanding for Property Insurance Coverage with CSAC-EIA.

RECOMMENDATION

That the City Council award and authorize the City Manager to execute a Memorandum of Understanding – Property Program (Agreement No. A-8148) with the CSAC Excess Insurance Authority for the purpose of obtaining property insurance coverage beginning in Fiscal Year 2019-20.

BACKGROUND

On April 16, 2019, 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 various lines of insurance coverage, including property insurance. The City Council also approved the execution of a joint powers agreement (Agreement No. A-8132) to become a member of the CSAC Excess Insurance Authority (“CSAC-EIA”), availing the City of insurance coverage through this joint powers authority. Finally, the City Council approved an MOU with CSAC-EIA for the purchase of excess workers’ compensation insurance coverage through Agreement No. A-8137 as the lowest-cost and best alternative.

The City's current property insurance terminates at the end of June. Staff has evaluated alternatives for property insurance (e.g., commercial insurance through City’s insurance broker and joint purchase through CSAC-EIA) and has determined that the coverage offered by CSAC-EIA provides the highest level of coverage at the lowest cost. The coverage offered through CSAC-EIA is identical to what has been purchased in the past through BICEP, which is a product known as the Alliant Property Insurance Program (APIP). Alliant is the insurance broker for both CSAC-EIA and BICEP.

The CSAC-EIA property insurance is estimated to cost approximately \$311,000 in FY 19-20, a thirty percent increase over the amount of \$239,000 paid in FY 18-19. The reasons for the increase include a hardening property insurance market due to worldwide property losses and the City’s recent loss history over the past two fiscal years of approximately \$1.25 million.

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 amount needed (approximately \$311,000) to pay the property insurance premium is included in the Human Resources Department's recommended FY 2019-20 budget for Fund 701 Public Liability & Property Damage.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Mike More, Human Resources Manager

ATTACHMENTS

1. Attachment No 1 - CSAC-EIA MOU Property Program



Adopted: June 4, 1999
Amended: October 1, 2004
Amended: June 19, 2008

MEMORANDUM OF UNDERSTANDING PROPERTY PROGRAM

This Memorandum of Understanding is entered into by and between the CSAC Excess Insurance Authority (hereinafter referred to as the "Authority") and the participating members who are signatories to this Memorandum.

1. **Joint Powers Agreement.** Except as is otherwise provided herein, all terms used herein shall be as defined in Article 1 of the Joint Powers Agreement Creating the CSAC Excess Insurance Authority (hereinafter referred to as "Agreement"), and all other provisions of the Agreement not in conflict with this Memorandum shall also be applicable.

2. **Program Committee.** There is hereby established a Property Program Committee (hereinafter referred to as "Property Committee" or "Committee") and, except as otherwise provided herein, said Committee shall have full authority to determine all matters affecting the members including, but not limited to, approval of new members and premium/rate setting and establishment of policies regarding data submission and provisions for notice of withdrawal, as long as such policies are not in conflict with the Joint Powers Agreement.

The Property Committee shall consist of eleven (11) voting members and two (2) alternates. The Executive Committee of the Authority shall appoint the Committee members, to be selected from members in the Program as follows: Seven (7) of the Committee members are to be appointed from the members who make up the top fourteen (14) members according to the amount of annual property premium paid ("Large Members"). Two (2) of the Committee members are to be appointed from those remaining members not within the top fourteen (14) members ("Smaller Members"). One (1) of the members may be appointed from any member ("At Large"). The remaining seat shall be designated for a Public Entity member. If there are no Public Entity nominees or not enough members available from a category (Large, Smaller, At Large), the Executive Committee shall make the appointment from members participating in the Program without regard to category. The two alternates may be appointed from any member.

The terms of the members of the Committee shall be for two (2) years, except for the Public Entity representative and the alternate representatives whose terms shall be for one (1) year. The expiration dates of the two-year appointments shall be staggered so that terms of no more than five (5) members will expire at any one time. The Committee will annually, at its first meeting of the calendar year, select its officers, consisting of a Chair and Vice-Chair.

The Committee, when necessary to fulfill the purposes of this Memorandum, shall meet on the call of the Chair of the Committee as provided in Article 12 of the Agreement and Article VI of the Bylaws of the Authority (hereinafter referred to as the "Bylaws").

A majority of the members of the Committee shall constitute a quorum for the transaction of business. Except as otherwise provided herein, all actions of the Property Committee shall require the affirmative vote of a majority of the members of the Committee. Any meeting of the Committee shall be subject to the applicable provisions of Government Code § 54950 et seq., commonly known as the "Brown Act."

3. **Premiums.** The participating members, in accordance with the provisions of Article 14 of the Agreement, shall be assessed an annual premium for the purpose of funding the Property Program. Annual premium contributions, including administrative costs associated with the Program shall be established by the Property Committee.

4. **Cost Allocation.** Each member's share of annual premium shall be determined by the Property Committee however, the Committee may delegate any or all of this authority as it deems appropriate.

5. **Application to the Program.** All applications to join the Property Program will be evaluated and subject to approval by the Committee and the underwriter. Any entity which makes application to become a participating member of the Program who is not already a participating member in the Authority must also be approved in accordance with the provisions of Article 19 of the Agreement.

New members may be added to the Program during the term of the coverage year on a pro-rata basis.

6. **Withdrawal and/or Cancellation From the Program.** Withdrawal of a member from the Program shall be in accordance with the withdrawal provisions of Article 20 or 21 of the Agreement.

7. **Late Payments.** All provisions for payments shall be in accordance with the Invoicing and Payment Policy adopted by the Board of Directors. Notwithstanding any other provision to the contrary regarding late payment of invoices or cancellation from a Program, at the discretion of the Executive Committee, any member that fails to pay an invoice when due may be given a ten (10) day written notice of cancellation.

8. **Resolution of Disputes.** Any question or dispute with respect to the rights and obligations of the parties to this Memorandum shall be determined in accordance with Article 31 of the Agreement, Dispute Resolution.

9. **Amendment.** This Memorandum may be amended by a majority vote of the Property Committee, upon ninety (90) days advance written notice to the members and county counsels. Each member shall approve of any amendment by signature on the Memorandum by a member's representative who shall have authority to execute this Memorandum. Should a member of the Program fail to execute any amendment to this Memorandum within the time provided by the Committee, the member will be deemed to have withdrawn from the Program on the next annual renewal date.

Adopted: June 4, 1999
Amended: October 1, 2004
Amended: June 19, 2008

10. **Complete Agreement.** Except as otherwise provided herein, this Memorandum constitutes the full and complete agreement of the members.

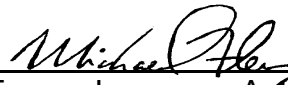
11. **Severability.** Should any provision of this Memorandum be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.

12. **Effective Date of Agreement.** This Memorandum shall become effective on the date of coverage for the member or upon approval by the Property Committee of any amendment, whichever is later.

13. **Execution in Counterparts.** This Memorandum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of the date set forth below.

6/19/2008
Dated



CSAC Excess Insurance Authority

Dated

Member Entity: _____

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CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. H.7.

DATE: June 18, 2019

TO: City Council

FROM: Scott Whitney, Police Chief, (805) 385-7624, scott.whitney@oxnardpd.org

SUBJECT: Enterprise Fleet Management Agreement

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a three-year agreement with Enterprise Fleet Management, Inc. (Contract number A-8136) along with the Master Equity Lease Agreement for vehicle leasing with Enterprise FM Trust for detective and support staff vehicles in an amount not to exceed \$675,000. (Public Safety Committee approved 3-0)

BACKGROUND

The Police Department currently has a fleet of sixty-one (61) vehicles assigned to its Investigative Services and Administrative Services Bureaus. Within these two bureaus exists a need for twenty-five (25) conventional detective vehicles, twenty-two (22) undercover vehicles, and fourteen (14) administrative / support staff vehicles. The Enterprise Fleet Management agreement will allow the Police Department to continue leasing undercover vehicles on a two (2) to four (4) year cycle instead of purchasing them. Vehicles may be exchanged at any time, but would typically occur every three (3) years. Due to the nature of undercover operations, the three (3) year rotation of vehicles helps preserve the confidentiality of these vehicles.

Due to budget constraints during the past several years, which included deferred vehicle purchasing, the Police Department continues to use Enterprise Fleet Management to replace the aging vehicles with more efficient ones. Over the last eight (8) years, the Police Department has used Enterprise Fleet Management's Lease to Own Program, which allows the Department to purchase vehicles with no money down and reasonable monthly payments. The leasing of vehicles with Enterprise Fleet Management will continue the current practice approved by City Council in October 2016 in a three (3) year agreement (A-7893). The new agreement will allow the Police Department to maintain its current fleet.

This agreement was sought under a "piggyback" request for proposals through Sourcewell. Sourcewell combines the buying power of more than 50,000 government, education, and nonprofit organizations. Sourcewell holds hundreds of competitively solicited cooperative contracts ready for use through its nationwide competitive solicitation efforts.

Sourcewell released a request for proposals (#060618-EFM) on June 7, 2018, advertising a nationwide solicitation, including the states of Oregon, Utah, and Minnesota. Canada was also included. The contract is valid through July 24, 2022.

Sourcewell received six (6) proposal responses, from: Acme Auto Leasing, Auto Flex, Automotive Rentals, Commercial Vehicle Leasing, Enterprise Fleet Management, and Merchants Fleet Management. The evaluation committee deemed four (4) proposals were responsive/responsible for award (listed alphabetically):

- Automotive Rentals, Inc.
- Commercial Vehicle Leasing, LP DBA D&M Leasing
- Enterprise Fleet Management
- Merchants Automotive Group

Enterprise Fleet Management was deemed by Sourcewell as the best of the four proposals that were responsive/responsible for award . Enterprise is the only company that does business in California.

The Police Department wishes to continue with Enterprise Fleet Management, as the company makes available a wide array of vehicle acquisition and leasing methods. It also has services for account management, vehicle maintenance, and telematics. Enterprise has earned the National Institute for Auto Service Excellence’s Blue Seal of Excellence Award for twenty (20) consecutive years. Through their fifty (50) local offices and teams of over 350 sales professionals, Enterprise will provide service to members across the United States. In addition, their pricing model offers solid rates on full lines of services.

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 2: Examine options for long term sustainability of public safety services to ensure an efficient and effective public safety service delivery model.

The Enterprise Fleet Management allows for several cost-efficient measures which are commensurate with our strategic priorities including:

- Enterprise Fleet Management will assist with cost analysis, vehicle selection, replacement recommendations for the lowest total cost of ownership, and coordinate delivery and pick up of vehicles.
- An equity lease option allows the Police Department to only pay for what is used. Traditional dealer leases impose mileage restrictions or have “wear and tear” charges.
- An option to extend the lease by “month to month” terms until the vehicle is paid off.
- An option to purchase the vehicle for its residual value.
- No mileage restrictions or extra charges.
- No charges for damages.

FINANCIAL IMPACT

The range for the annual lease on sport utility vehicles, vans and sedans is approximately \$4,100 to \$9,200. The annual budget of \$225,000 is requested in the FY 2019-20 Recommended Budget to remain the same as in prior years in order for the Police Department to maintain the current fleet. The budget is allocated to the Police Investigations Division (General Fund account number 101-2102-802-8321). Funding for FY 2020-21 and FY 2021-22 will be requested in the recommended budgets of those fiscal years.

Fiscal impact for the three (3) years:

- FY2019-20:\$225,000
- FY2020-21:\$225,000
- FY2021-22:\$225,000

- Total:\$675,000

COMMITTEE OUTCOME

The Public Safety Committee approved 3-0 on May 28, 2019 to approve the staff recommendation and to forward the item for City Council approval.

Prepared by: Sharon Giles, Police Commander

ATTACHMENTS

1. Enterprise Contract

VEHICLE LEASING AGREEMENT

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

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

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

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

1. Coordination of Vehicle Leasing Services

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

2. Permits. Licenses. Certificates

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

3. Scope of Services

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

4. Term of Agreement

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

5. Termination

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

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

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

6. Compensation

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

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

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

7. Responsibility for Expenses

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

8. Non-Appropriation of Funds

Payments to be made to Lessor by City for vehicle leasing services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of Lessor's vehicle leasing services beyond the current fiscal year, this Agreement shall cover payment for Lessor's vehicle leasing services only up to the point of conclusion of the last fiscal year in which the City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

9. Maintenance and Inspection of Records

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

maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by the City. EFM agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals, and overhead.

10. Independent Contractor

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

11. Consultant Not Agent

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

12. Severability

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

13. Arbitration

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

14. Expenses of Enforcement

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

15. Order of Precedence

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

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

B. This instrument.

16. Authority to Execute

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

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

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

CITY OF OXNARD

ENTERPRISE FLEET MANAGEMENT, INC.

Tim Flynn, Mayor



Kevin Morrissey, Vice President Fleet Management

ATTEST:

Michelle Ascencion, City Clerk



Steve Usselman, Sr. VP, Office of Finance

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

¹ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;

EXHIBIT A

Master Equity Lease Agreement

MASTER EQUITY LEASE AGREEMENT

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

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

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

3. RENT AND OTHER CHARGES:

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

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

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

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

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

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

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

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

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

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

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

8. **MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

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

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

9. **SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:**

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

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

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

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

11. **INSURANCE:**

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

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

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

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

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

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

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

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

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

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

obligations of Lessee under this Agreement.

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

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

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

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

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

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

19. NON-APPROPRIATION: Payments to be made to Lessor by City for vehicle leasing services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of Lessor's vehicle leasing services beyond the current fiscal year, this Agreement shall cover payment for Lessor's vehicle leasing services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

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

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

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

CITY OF OXNARD

Tim Flynn, Mayor

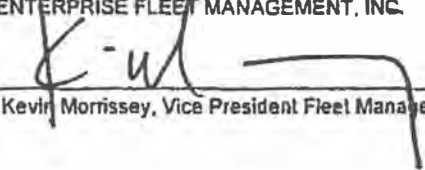
ATTEST

Michelle Ascencion City Clerk

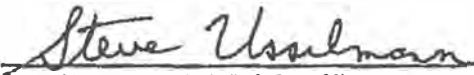
APPROVED AS TO FORM

Stephen M. Fischer, City Attorney

ENTERPRISE FLEET MANAGEMENT, INC.



Kevin Morrissey, Vice President Fleet Management



Steve Usselman, Sr. VP, Office of Finance

¹ The City requires the following for any contract

• For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;

EXHIBIT B

Indemnity Agreement

INDEMNITY AGREEMENT

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

WITNESSETH:

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

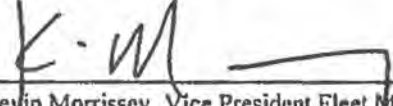
Capitalized terms used herein and not defined herein shall have the meanings given in the Lease.

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

CITY OF OXNARD

Enterprise Fleet Management, Inc. ~

Tim Flynn, Mayor



Kevin Morrissey, Vice President Fleet Management

ATTEST:

Michelle Ascencion, City Clerk



Steve Usselman, Sr. VP, Office of Finance

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

¹ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;

EXHIBIT C
Self Insurance Addendum

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

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

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

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

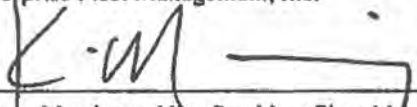
In accordance with the California Government Code Section 989 and 990, the Lessee is required to have self-insurance coverage.

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

CITY OF OXNARD

Tim Flynn, Mayor

Enterprise Fleet Management, Inc.



Kevin Morrissey, Vice President Fleet Management

ATTEST:

Michelle Ascencion, City Clerk



Steve Usselman, Sr. VP, Office of Finance

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

¹ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;

EXHIBIT INS-11
INSURANCE REQUIREMENTS



EVIDENCE OF PROPERTY INSURANCE

ISSUE DATE (MM/DD/YYYY)

07/03/2018

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

PRODUCER

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

CODE

SUB-CODE

COMPANY

VARIOUS PER ATTACHED SCHEDULE 02

INSURED

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

LOAN NUMBER**PRIMARY LAYER POLICY NUMBER**

017471590/05-02

EFFECTIVE DATE (MM/DD/YYYY)

07/01/18

EXPIRATION DATE (MM/DD/YYYY)

07/01/19

CONT. UNTIL
TERMINATED
IF CHECKED

☐

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION**LOCATION / DESCRIPTION**

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

COVERAGE INFORMATION

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

THE POLICIES OF INSURANCE LISTED ABOVE HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. SUBJECT TO 10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM.

REMARKS (Including Special Conditions)**DEDUCTIBLES:**

ALL RISK: \$50,000

VEHICLES

\$25,000 COMPREHENSIVE AND COLLISION

OTHER

\$25,000 CONTRACTOR EQUIPMENT

BOILER & MACHINERY

\$10,000 -HIGHER DED. APPLY BASED ON SPECIFIC OBJECT/SIZE/PERIL

CANCELLATION

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

ADDITIONAL INTEREST**NAME AND ADDRESS**

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

NATURE OF INTEREST☐

MORTGAGEE

☐

ADDITIONAL INSURED

☒

LENDER'S LOSS PAYABLE

☐

(OTHER)

SIGNATURE OF AUTHORIZED AGENT OF COMPANY

CA



FLEET MANAGEMENT

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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



FLEET MANAGEMENT

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

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

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

Non-Appropriation: Payments to be made to Lessor by City for vehicle leasing services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of Lessor's vehicle leasing services beyond the current fiscal year, this Agreement shall cover payment for Lessor's vehicle leasing services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

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

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

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

CITY OF OXNARD

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

Tim Flynn, Mayor

Kevin Morrissey, Vice President Fleet Management

ATTEST:

Michelle Ascencion, City Clerk

Steve Usselman, Sr. VP, Office of Finance

APPROVED AS TO FORM

Stephen M. Fischer, City Attorney

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

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

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

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

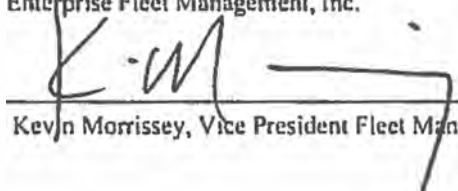
In accordance with the California Government Code Section 989 and 990, the Lessee is required to have self-insurance coverage.

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

CITY OF OXNARD

Tim Flynn, Mayor

Enterprise Fleet Management, Inc.



Kevin Morrissey, Vice President Fleet Management

ATTEST:

Michelle Ascencion, City Clerk



Steve Usselman, Sr. VP, Office of Finance

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

¹ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;

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CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. H.8.

DATE: June 18, 2019

TO: City Council

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

SUBJECT: Agreement for Consulting Services at the Santa Clara Landfill Located at River Ridge Golf Course.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the Fourth Amendment to Agreement No. 7167-15-CM with Ventura Regional Sanitation District extending the term to June 30, 2020, and increasing the amount by \$102,568.00 for a total of \$520,783.91 for monitoring and reporting for the closed Santa Clara Landfill.

BACKGROUND

Ventura Regional Sanitation District (VRSD) has managed the Santa Clara Landfill since its closure and the building of the City's River Ridge Golf Course. In May 2002, VRSD leased two (2) parcels of real property, including a landfill parcel, to the City for the purpose of constructing and maintaining golf course facilities. From 2002 to 2015, VRSD has been providing regulatory testing and reporting services to monitor the area's groundwater and gas emissions affected by the presence of decomposing refuse below the surface.

On June 8, 2015, the City and VRSD entered into a new agreement, wherein VRSD agreed to continue to provide monitoring and reporting services as a requirement per the post-maintenance agreement of the landfill (the "Agreement"). The Agreement was valid from June 8, 2015, to June 30, 2016, with a not to exceed amount of \$75,050.91. The First Amendment extended the term of the Agreement to June 30, 2017, and increased the not to exceed amount to \$204,507.91. The Second Amendment extended the term to June 30, 2018, added a slightly amended scope of services, and increased the not to exceed amount to \$318,228.91. The Third Amendment extended the term to June 30, 2019, and increased the not to exceed amount to \$418,215.91.

DISCUSSION

The Public Works Department is requesting a Fourth Amendment to the Agreement, extending the term to June 30, 2020, and increasing the not to exceed amount by \$102,568.00 for a new not to exceed amount of \$520,783.91. The services provided by VRSD are critical for the City to meet local, State and federal air and groundwater quality mandates. VRSD is still the optimum choice to deliver these services since it owns the landfill.

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 Parks Division of the Public Works Department has budgeted sufficient funds for this Agreement in Fund 651 (Golf Course Operations) for Fiscal Year 2019-20.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Burris DeBenning, Management Analyst II

ATTACHMENTS

1. VRSD Agreement 7167-15-CM Fourth Amendment
2. VRSD 7167-15-CM Third Amendment
3. VRSD 7167-15-CM Second Amendment
4. VRSD Agreement No. 7167-15-CM First Amendment
5. VRSD 7167-15-CM Original Agreement

**AMENDMENT NO. 4
TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

AGREEMENT FOR CONSULTING SERVICES**

THIS FOURTH AMENDMENT ("Fourth Amendment") to the Agreement for Consulting 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 Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code Section 4700 *et seq.* ("Consultant"). Together, City and Consultant shall be referred to herein as "Parties."

RECITALS

A. On June 8, 2015, City and Consultant entered into the Agreement, which was designated by the City as Agreement No. 7167-15-CM and by the Consultant as VRSD Contract No. 15-027.

B. In this Agreement, Consultant agreed to provide consulting services (which include but is not limited to landfill gas perimeter probe monitoring and reporting, landfill gas surface monitoring and reporting, storm water monitoring and reporting, landfill gas collection system and flare operations and maintenance, and landfill gas collection system monitoring) to the City for the closed Santa Clara Landfill, which is located on a parcel owned by the City; and

C. On April 11, 2017, City and Consultant agreed to amend the Agreement to update and modify certain provisions (First Amendment); and

D. On November 2, 2018, City and Consultant agreed to amend the Agreement to renew and extend the Agreement for one year and add additional compensation to Consultant (Second Amendment); and

E. On March 5, 2019, City and Consultant agreed to amend the Agreement to review and extend the Agreement for one year and add additional compensation to Consultant (Third Amendment), and the Agreement, as amended, is attached and incorporated herein by reference as Exhibit D-4.

F. The Parties acknowledge and agree that the Agreement should be renewed and extended for another twelve (12) months and that additional compensation to Consultant should be added for this twelve-month extension, and that this can be accomplished by amending the Agreement accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, the Parties agree as follows:

1. The following language shall replace the original provisions of Section 8 in the Agreement, as previously modified Paragraph 2 of the Second Amendment:

“8. Time for Performance

The Services performed under this Agreement shall be completed by June 30, 2020. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.”

2. The following language shall replace the original provisions of Section 12 in the Agreement, as previously modified by the Second Amendment:

“12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2020.”

3. The following language shall replace the original provisions of Section 14.a. in the Agreement, as previously modified by the Second Amendment:

“14. Compensation

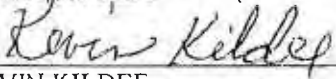
a. City agrees to pay Consultant in an amount not to exceed \$520,783.91 for the Services at rates provided in **Exhibit B-4** attached hereto and incorporated herein by this reference.”

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

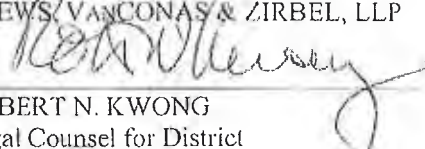
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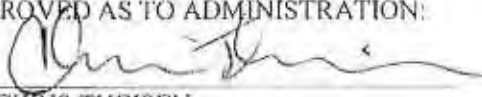
IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment on the day and year first written above.

**VENTURA REGIONAL
SANITATION DISTRICT ("Consultant")**

By 
KEVIN KILDEE
Chairman of the Board

ATTEST:
By 
JULIE RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM:
ARNOLD, LAROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP
By 
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION:
By 
CHRIS THEISEN
General Manager

CITY OF OXNARD ("City")

By _____
TIM FLYNN
Mayor

ATTEST:
By _____
MICHELLE ASCENCION, CMC
City Clerk

APPROVED AS TO FORM:
By 
STEPHEN FISCHER
City Attorney

EXHIBIT B-4
AMENDMENT NO. 4 TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

<u>Summary</u>	
FY16 Proposed Customer Budget	\$75,050.91
FY17 Proposed Customer Budget	\$129,457.00
FY18 Proposed Customer Budget	\$113,721.00
FY19 Proposed Customer Budget	\$99,987.00
FY20 Proposed Customer Budget	<u>\$102,568.00</u>
	<u>\$520,783.91</u>

(See FY20 detail on the following pages.)

52186	Other Operating Services	Account Total--	\$700		
52186	Maintain City's Air Compressor (Quarterly)			4	\$175
52197	Utilities	Account Total--	\$2,880		
52197	Electricity			12	\$240
52220	Equipment Rental/Lease	Account Total--	\$150		
52220	Manlift			2	\$75
60594	Fund Transfer Out-EQUIPMENT	Account Total--	\$2,530		
60594	GEM Gas Monitor			12	\$76
60594	Mule - Portable Vehicle			4	\$280
60594	Misc Supplies/Hardware			2	\$250
60598	Fund Transfer Out-FLEET	Account Total--	\$1,180		
60598	Mileage - LFC Perimeter Probe & Structure			480	\$180
60598	Mileage - LFG Surface Monitoring & Reporting			200	\$1
60598	Mileage - Gas Coll Sys Monitoring			500	\$1
Project			411500 Total--		\$102,568
Total for this report--					\$102,568

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

**AMENDMENT NO. 3
TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027
AGREEMENT FOR CONSULTING SERVICES**

THIS THIRD AMENDMENT (“Third Amendment”) to the Agreement for Consulting 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 Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code Section 4700 *et seq.* (“Consultant”). Together, City and Consultant shall be referred to herein as “Parties.”

RECITALS

A. On June 8, 2015, City and Consultant entered into the Agreement, which was designated by the City as Agreement No. 7167-15-CM and by the Consultant as VRSD Contract No. 15-027.

B. In this Agreement, Consultant agreed to provide consulting services (which include but is not limited to landfill gas perimeter probe monitoring and reporting, landfill gas surface monitoring and reporting, storm water monitoring and reporting, gas collection system and flare operations and maintenance, and gas collection system monitoring) to the City for the closed Santa Clara Landfill, which is located on a parcel owned by the City; and

C. On April 11, 2017, City and Consultant agreed to amend the Agreement to update and modify certain provisions (First Amendment); and

D. On November 2, 2018, City and Consultant agreed to amend the Agreement to renew and extend the Agreement for one year and add additional compensation to Consultant (Second Amendment), and the Agreement, as amended, is attached and incorporated herein by reference as **Exhibit D-3**.

E. The Parties acknowledge and agree that the Agreement should be renewed and extended for another twelve (12) months to allow City the time and opportunity to solicit and consider outside bids for consulting services covered by this Agreement, and that additional compensation to Consultant should be added for this twelve-month extension, and that this can be accomplished by amending the Agreement accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, the Parties agree as follows:

1. The following language shall replace the original provisions of Section 8 in the Agreement, as previously modified Paragraph 2 of the Second Amendment:

“8. Time for Performance

The Services performed under this Agreement shall be completed by June 30, 2019.

City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.”

2. The following language shall replace the original provisions of Section 12 in the Agreement, as previously modified by the Second Amendment:

“12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2019.”

3. The following language shall replace the original provisions of Section 14.a. in the Agreement, as previously modified by the Second Amendment:

“14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$418,215.91 for the Services at rates provided in **Exhibit B-3** attached hereto and incorporated herein by this reference.”

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

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IN WITNESS WHEREOF, the Parties have executed this Second Amendment on the day and year first written above.

**VENTURA REGIONAL
SANITATION DISTRICT (“Consultant”)**

By _____
KEVIN KILDEE
Chairman of the Board

ATTEST:

By _____
JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM:
ARNOLD, LAROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

By _____
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION:

By _____
CHRIS THEISEN
General Manager

CITY OF OXNARD (“City”)

By _____
TIM FLYNN
Mayor

ATTEST:

By _____
MICHELLE ASCENCION, CMC
City Clerk

APPROVED AS TO FORM:

By _____
STEPHEN FISCHER
City Attorney

EXHIBIT D-3

AMENDMENT NO. 2
TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

AGREEMENT FOR CONSULTING SERVICES

THIS SECOND AMENDMENT ("Second Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 2nd day of November, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code Section 4700 *et seq.* ("Consultant"). Together, City and Consultant shall be referred to herein as "Parties."

RECITALS

A. On June 8, 2015, City and Consultant entered into the Agreement, which was titled both City of Oxnard Agreement No. 7167-15-CM and VRSD Contract No. 15-027.

B. In this Agreement, Consultant agreed to provide consulting services to the City for the closed Santa Clara Landfill which included landfill gas perimeter probe monitoring and reporting, landfill gas surface monitoring and reporting, storm water monitoring and reporting, gas collection system and flare operations and maintenance, and gas collection system monitoring; and

C. On April 11, 2017, City and Consultant agreed to amend the Agreement to update and modify certain of its provisions, and the full Agreement, as amended, is attached as **Exhibit D-2** hereto and incorporated herein by reference; and

D. The Parties acknowledge and agree that the Agreement should be renewed and extended for one additional year, and that additional compensation to Consultant should be added, and that this can be accomplished by amending the Agreement accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, the Parties agree as follows:

1. The following language shall replace the original provisions of Section 1 in the Agreement, as previously modified Paragraph 1 of the First Amendment:

"1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A-2 attached hereto and incorporated herein by this reference (the "Services")."



2. The following language shall replace the original provisions of Section 8 in the Agreement, as previously modified Paragraph 2 of the First Amendment:

“8. Time for Performance

The Services performed under this Agreement shall be completed by June 30, 2018. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.”

3. The following language shall replace the original provisions of Section 12 in the Agreement, as previously modified Paragraph 6 of the First Amendment:

“12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2018.”

4. The following language shall replace the original provisions of Section 14.a. in the Agreement, as previously modified Paragraph 7 of the First Amendment:

“14. Compensation

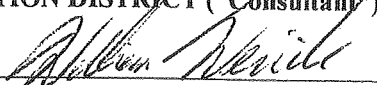
a. City agrees to pay Consultant in an amount not to exceed \$318,228.91 for the Services at rates provided in Exhibit B-2 attached hereto and incorporated herein by this reference.”

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

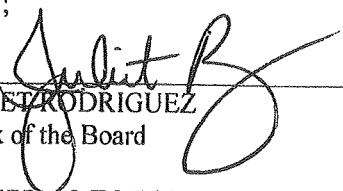
Second

IN WITNESS WHEREOF, the Parties have executed this ~~First~~ Amendment on the day and year first written above.

**VENTURA REGIONAL
SANITATION DISTRICT ("Consultant")**

By 
WILLIAM WEIRICK
Chairman of the Board

ATTEST;

By 
JULIET RODRIGUEZ
Clerk of the Board

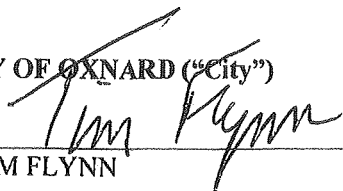
APPROVED AS TO FORM:
ARNOLD, LAROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

By 
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION:

By 
CHRIS THEISEN
General Manager

CITY OF OXNARD ("City")

By 
TIM FLYNN
Mayor

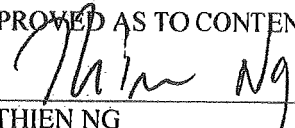
ATTEST:

By 
MICHELLE ASCENCION
City Clerk

APPROVED AS TO FORM:

By 
STEPHEN FISCHER
City Attorney

APPROVED AS TO CONTENT:

By 
THIEN NG
Interim Public Works Director

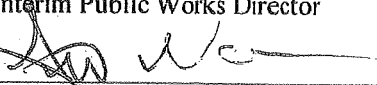
By 
MIKE MORE
Risk Manager

Exhibit A-2
Scope of Services

Landfill Gas Perimeter Probe Monitoring and Reporting

1. Conduct monthly perimeter landfill gas probe monitoring as required by California Code of Regulations (CCR) Title 27. Submit monthly reports to the County of Ventura Environmental Health Division.
2. Monitor the 3 on-site landfill gas detection systems located at the Clubhouse and Maintenance Tent. Calibrate as required by the manufacturer. Respond to gas alarms as needed.

Landfill Gas Surface Monitoring and Reporting

1. Coordinate with 3rd party vendor (RES Environmental) to perform surface emissions monitoring (SEM) of the surface of the landfill on an annual basis for gas emissions in accordance with the requirements of Title V Federal Operating Permit and by CCR 17. (Effective FY15/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.

Any leaks detected will be remediated in consultation with the City as warranted depending on the source of the leak. This may require adjustments to the gas collection system or cover maintenance.

Follow-up inspection will be conducted on a 10 day and 30 day schedule as required in the Title V Federal Operating Permit and by CCR 17.

2. Grab landfill gas sample and test gas for component gasses quarterly.
3. Prepare Title V required semi-annual reports, semi-annual flare start-up, shutdown and malfunction reports, and annual certification reports. Retain Title V and CCR 17 records.
4. Prepare AB32 / CCR 17 Reports. Prepare Annual California and Federal Electronic Greenhouse Gas Reporting (EGERT).
5. Pay the Air Pollution Control District Permit Fee for Coastal Flare. 1/3 the fee cost will be charged to the City.

Groundwater Monitoring and Reporting

1. As part of the groundwater monitoring programs, groundwater levels will be measured in all designated wells prior to sampling activities using equipment that is decontaminated before use. The depth to water will be recorded to the nearest 0.01 foot in the field log.
2. Each well will be purged and sampled using dedicated pumps following the standard low-flow purging and sampling method. Non-dedicated monitoring and sampling equipment will be decontaminated prior to use at each well to ensure that samples collected represent the groundwater conditions at the site.
3. Groundwater samples will be collected in appropriate sample containers provided by the analytical laboratory. For dissolved metal analysis, samples will be filtered in the field. Samples will be preserved as required, placed on blue plastic ice in a cooler, and delivered to the laboratory courier. Chain-of-custody documentation will be generated and accompany each sample.
4. Groundwater monitoring and sampling results will be compiled and field and laboratory data will be imported into Excel tables and Sanitas statistical software. These data will be used to evaluate the groundwater conditions. Groundwater contour maps, summary tables, and time-series plots will be generated, and statistical analysis will be performed as required.
5. Groundwater monitoring activities will be conducted in compliance with the requirements in the various Monitoring and Reporting Program (MRPs) contained in the latest Waste Discharge Requirements (WDRs) issued by the California Regional Water Quality Control Board (RWQCB). Field activities will be conducted twice a year per the following schedule:

Site	Period	Sampling Month	Report Due to RWQCB
Santa Clara	Summer/Fall	October 2017	December 15, 2017
Santa Clara	Winter/Spring	April 2018	June 15, 2018

Storm Water Monitoring and Reporting

1. Effective July 1, 2017, the Santa Clara Landfill will no longer be subject to stormwater monitoring and reporting requirements under the Industrial General Permit. A Notice of Termination with State Water Resources Control Board was submitted and accepted in May of 2017.

Gas Collection System and Flare Operations & Maintenance

1. Operate City's landfill gas (LFG) collection system.
2. Conduct quarterly sump pump maintenance.

3. Conduct LFG flare maintenance.
4. Administer semi-annual comprehensive 3rd party LFG flare maintenance.
5. Coordinate annual gas flare source test.

Gas Collection System Monitoring

1. Conduct monthly gas collection well-field balancing.

Well Abandonment

Outside costs and permit fees associated with abandoning two water supply wells originally provided to the City of Oxnard for operation of the golf course under lease agreement with VRSD. The City has not used or maintained these wells and VRSD has incurred fees for the wells from United Water Conservation District. The wells have been vandalized and the District believes it is necessary to have them properly abandoned since they are not being used for golf course operations. This work was not started in FY2017, as originally planned. This work will be completed in FY2019/2020.

EXHIBIT B-2
AMENDMENT NO. 2 TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

Summary

FY16 Proposed Customer Budget	\$75,050.91
FY17 Proposed Customer Budget	\$129,457.00
FY18 Proposed Customer Budget	<u>\$113,721.00</u>
	<u>\$318,228.91</u>

(See detail on the following pages.)



VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CA 93003-0704
805.658.4679

FY18 PROPOSED CUSTOMER BUDGET

Project Number

411500 City of Oxnard (River Ridge)- EPG

Account

51010 Wages - Regular

Account	Quantity	Cost/Price	Extension
51010 Engineering Technician LFG Perimeter Probe & Structure Monitoring	66	\$109	\$7,194
51010 Engineering Technician LFG Surface Monitoring & Reporting	4	\$109	\$436
51010 Senior SW Equipment Operator Gas Collection System and Flare Operation &	32	\$106	\$3,392
51010 Engineer Gas Collection System and Flare Operation &	16	\$118	\$1,888
51010 Engineering Technician Gas Collection System and Flare Operation &	6	\$109	\$654
51010 Engineering Technician Gas Collection System Monitoring	96	\$109	\$10,464
51010 Engineer LFG Perimeter Probe & Structure Monitoring	12	\$118	\$1,416
51010 Engineer LFG Surface Monitoring & Reporting	73	\$118	\$8,614
Account Total—			\$34,058
52079 Landfill Surface Gas Emissions Monitoring	1	\$7,700	\$7,700
52079 Semi Annual GW Monitoring Events & Reports	2	\$9,900	\$19,800
52079 Semi Annual Flare Assessment	1	\$2,273	\$2,273
52079 Gas Flare Source Test	1	\$4,400	\$4,400
Account Total—			\$24,173
52150 Permits, Licenses, and Fees	1	\$920	\$920
Account Total—			\$25,302
52155 Semi Annual GW Monitoring Analytical Lab Svcs	2	\$12,375	\$24,750
52155 Quarterly LFG Sampling	4	\$138	\$552
Account Total—			\$12,528
52185 Calibration Gas (Oxygen & Methane)	2	\$207	\$414
52185 Calibration Gas (Zero Air & Methane)	2	\$207	\$414
52185 Flare Maintenance & Repair Supplies	1	\$11,000	\$11,000
52185 Maintain City's Air Compressor	4	\$175	\$700

10/18/2017

52197	Utilities				
		52197 Electricity	Account Total—	\$2,880	
52220	Equipment Rental/Lease				
			Account Total—	\$150	\$2,880
60594	Fund Transfer Out-EQUIPMENT				
		52220 Man Lift for Gas Flare Source Test	Account Total—	\$2,530	\$150
		60594 GEM Gas Monitor			
		60594 Mule - Portable Vehicle			
		60594 Misc Supplies/Hardware			
60598	Fund Transfer Out-FLEET		Account Total—	\$1,180	\$910
		60598 Mileage - LFG Perimeter Probe & Structure			
		60598 Mileage - LFG Surface Monitoring & Reporting			
		60598 Mileage - Gas Coll Sys Monitoring			
					\$1,120
					\$500
					\$500
					\$480
					\$200
					\$500
			Project 411500 Total—	\$113,721	
			Total for this report—	\$113,721	

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

10/19/2017



1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CA 93003-0704
805.658.4679

FY17 PROPOSED CUSTOMER BUDGET

Project Number	Account	Quantity	Cost/Price	Extension
51010	Wages - Regular			
	Account Total—		\$40,395	
	51010 Engineering Technician LFG Perimeter Probe & Structure Monitoring	78	\$107	\$8,346
	51010 Engineering Technician LFG Surface Monitoring & Reporting	77	\$107	\$8,239
	51010 Engineering Technician Stormwater Monitoring & Reporting	64	\$107	\$6,848
	51010 Senior Solid Waste Equipment Gas Collection System and Flare Operation &	32	\$104	\$3,328
	51010 Senior Engineering Technician Gas Collection System and Flare Operation &	16	\$116	\$1,856
	51010 Engineering Technician Gas Collection System and Flare Operation &	6	\$107	\$642
	51010 Senior Engineering Technician Gas Collection System Monitoring	96	\$116	\$11,136
	Account Total—		\$38,660	
52079	Environmental Consultants			
	52079 (RES) Landfill Surface Emission Monitoring	1	\$7,700	\$7,700
	52079 (OEM) Semi-Annual Flare Assessment	1	\$2,273	\$2,273
	52079 Gas Flare Source Test	1	\$4,400	\$4,400
	52079 Annual Flare Destruction Efficiency Test	1	\$2,686	\$2,686
	52079 Semi-Annual GW Monitoring Events & Reports	2	\$9,900	\$19,800
	52079 Contractor Lab Costs for 4 Samples	4	\$450	\$1,800
	Account Total—		\$4,000	
52080	Other Professional Services			
	52080 Methane Detectors Factory Service, Equip. &	1	\$4,000	\$4,000
52150	Permits, Licenses and Fees			
	52150 APCD Permit Fee	1	\$920	\$920
52155	Lab Services and Supplies			
	Account Total—		\$26,015	
	52155 Laboratory Fees	4	\$178	\$713
	52155 Quarterly Landfill Gas Analytical	4	\$138	\$552
	52155 GW Monitoring Analytical Lab Svcs for 2 Events	2	\$12,375	\$24,750

52186	Other Operating Services	52185 Calibration Gas (Oxygen + Methane)	2	\$207	\$414
		52185 Calibration Gas (Zero Air + Methane)	2	\$207	\$414
		52185 Flare Maintenance & Repair Supplies	1	\$11,000	\$11,000
		Account Total---			\$700
52186	Utilities	52186 Maintain City's Air Compressor	4	\$175	\$700
		Account Total---			\$2,880
52197	Equipment Rental/Lease	52197 Electricity Billing	12	\$240	\$2,880
		Account Total---			\$150
52220	Fund Transfer Out-EQUIPMENT	52220 Man-Lift for Gas Flare Source Test	1	\$150	\$150
		Account Total---			\$2,530
60594		60594 GEM Gas Monitor	12	\$76	\$910
		60594 Mule - Portable Vehicle	4	\$280	\$1,120
		60594 Misc Supplies/Hardware	1	\$500	\$500
		Account Total---			\$1,380
60598		60598 Mileage - LFG Perimeter Probe & Structure	480	\$1	\$480
		60598 Mileage - LFG Surface Monitoring & Reporting	200	\$1	\$200
		60598 Mileage - Stormwater Monitoring & Reporting	200	\$1	\$200
		60598 Mileage - Gas Coll Sys Monitoring	500	\$1	\$500
		Project 411500 Total---			\$129,457
		Total for this report---			\$129,457

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

PT 18 Budget

Lowell Gas Pipeline Probe and Structures Monitoring

Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
Monitoring							
Lowell Gas Pipeline Probe Monitoring	4	12	48	\$ 197.50			\$1,148.00
Caltech Research gas monitoring unit	1.5	12	18	\$ 197.50			\$1,294.50
Caltech test gas monitoring unit	0.5	12	6	\$ 197.50			\$492.00
Reporting							
Prepare Monthly Report for EHD	1	12	12	\$ 197.50			\$1,294.50
Caltech Gas (oxygen + methane)	2				\$ 267.50		\$414.00
CSM - Gas Monitor	12				\$ 74.00		\$888.00
Mobile - Portable Vehicle	4				\$ 270.00		\$1,116.00
Misc. Supplies/Tools	1				\$ 590.00		\$590.00
Mileage	400				\$ 1.00		\$400.00
Subtotal							\$11,780.50

Lowell Gas Pipeline Monitoring and Reporting

Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
Monitoring							
Follow-up monitoring for leaks detected (notifying for any serious conditions encountered)	4	1	4	\$ 197.50			\$422.00
Reporting							
Scrub/Ammonium Tite 5 Reports	10	2	20	\$ 197.50			\$2,140.00
Annual Start-up, Shutdown and Maintenance Report	3	1	3	\$ 197.50			\$592.50
Enrichment Monitoring Report	7	1	7	\$ 197.50			\$1,382.50
Annual Compliance Certification Report	4	1	4	\$ 197.50			\$790.00
AD-32/ The 17 Reporting	6	1	6	\$ 197.50			\$1,185.00
Caltech Electronic Database Gas Reporting	6	1	6	\$ 197.50			\$1,185.00
Produce Electronic Greenhouse Gas Reporting	6	1	6	\$ 197.50			\$1,185.00
Monthly Data Gathering for Reports	2	12	24	\$ 197.50			\$4,740.00
Caltech Gas (pure air + nitrogen)	2				\$ 267.50		\$414.00
Subtotal							\$11,780.50

Outside Contracted Services
 \$4,000.76
 MR, Inc. - Lowell Gas Pipeline Monitoring (last 100)
 (Includes PT 18 1818 section monitoring frequency and fees reduced from quarterly to annual. Monitoring needs annual regulatory data, monitoring frequency and cost will reduce in quantity)

APCD Permit Fee (US Fee)

Fee	1				\$ 878.25		\$878.25
Mileage	20				\$ 1.00		\$20.00
Subtotal							\$11,780.50

Lowell Gas Pipeline Monitoring and Reporting

Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
Monitoring							
8 well section inspections	2	6	12	\$ 197.50			\$1,294.50
Summer sampling - 4 sampling events (2015 SW regulations increase sampling to 4 events from 2)	1	4	4	\$ 197.50			\$790.00
4 day season inspections	2	4	8	\$ 197.50			\$1,580.00
Conduct Annual SW Inspection	4	1	4	\$ 197.50			\$790.00
Reporting							
Conduct Annual Certification and SWAP review	8	1	8	\$ 197.50			\$1,580.00
Complete Annual Report	8	1	8	\$ 197.50			\$1,580.00
State Water Pollution Prevention Plan update	21	1	21	\$ 197.50			\$4,147.50
Subtotal							\$11,780.50

Outside Contracted Services Laboratory Fees

	4				\$ 450.00		\$1,800.00
--	---	--	--	--	-----------	--	------------

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program _____
Manager: Thien Ng

Date: January 23, 2018

Phone: 271-2220

Reason for Appropriation:

Appropriates additional funds to cover FY18 landfill monitoring charges (PO#5677) per 2nd Amendment with Ventura Regional Sanitation District.

Accounts and Descriptions

AMOUNT

Fund: 101- General Fund

Expenditures/Transfers Out

101-1002-808.87-21 TRANSFERS - OUT / TSFR TO GOLF COURSE FD 52,000

Sub-total Expenditures 52,000

Net Change to Fund Balance (52,000)

Fund: 651- Golf Course Operating

Revenues/ Transfers In

651-1001-711.79-01 OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUI 52,000

Sub-total Revenues 52,000

Expenditures/Transfers Out

651-6402-842.82-09 CONTRACTUAL SERVICES / SERVICES-OTHER PROF/CONTI 52,000

Sub-total Expenditures 52,000

Net Change to Fund Balance 0

Net Appropriation Change 52,000

Approvals

Department Director

Chief Financial Officer

City Manager





CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Info/Consent
AGENDA ITEM NO.: 5

DATE: January 23, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Thien Ng
Interim Public Works Director

Thien Ng

SUBJECT: Second Amendment to Agreement No. 7167-15-CM

CONTACT: Thien Ng, Interim Public Works Director
thien.ng@oxnard.org, 432-3575

RECOMMENDATION:

That City Council:

1. Authorize the Mayor to execute the Second Amendment to Agreement No. 7167-15-CM with the Ventura Regional Sanitation District to extend the term of the Agreement until June 30, 2018 and to add \$188,771.91 for a cumulative not to exceed compensation amount of \$318,228.91; and
2. Approve the transfer of \$52,000 from the General Fund (101) to the Golf Course Operating Fund (651).

BACKGROUND

The Public Works Department is requesting an amendment to Agreement No. 7167-15-CM with the Ventura Regional Sanitation District. This Second Amendment is to extend the term of the Agreement to June 30, 2018 and add \$188,771.82 to the Agreement for a total not to exceed amount of \$318,228.91.

On June 8, 2015, City of Oxnard (City) and Ventura Regional Sanitation District (VRSD) entered into an Agreement, which was titled both City of Oxnard Agreement No. 7167-15-CM and Ventura Regional Sanitation District Contract No. 15-027, wherein VRSD agreed to provide consulting services including groundwater monitoring, landfill gas perimeter probe monitoring

Second Amendment to Agreement No. 7167-15-CM with Ventura Regional Sanitation District
January 23, 2018
Page 3

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

Approval of this action would require an additional appropriation of \$52,000 from the General Fund (Account 101-1002-808.87-21) to the Golf Course Operating Fund (Account 651-6402-842.82-09). Based on current appropriations, the estimated unaudited year-end undesignated FY17-18 Fund Balance for General Fund 101 is \$17 Million.

ATTACHMENTS:

Attachment B: VRSD Budget Appropriation

Attachment A - Second Amendment to Agreement No. 7167-15-CM

AMENDMENT NO. 2
TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

AGREEMENT FOR CONSULTING SERVICES

THIS SECOND AMENDMENT ("Second Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 2nd day of November, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code Section 4700 *et seq.* ("Consultant"). Together, City and Consultant shall be referred to herein as "Parties."

RECITALS

A. On June 8, 2015, City and Consultant entered into the Agreement, which was titled both City of Oxnard Agreement No. 7167-15-CM and VRSD Contract No. 15-027.

B. In this Agreement, Consultant agreed to provide consulting services to the City for the closed Santa Clara Landfill which included landfill gas perimeter probe monitoring and reporting, landfill gas surface monitoring and reporting, storm water monitoring and reporting, gas collection system and flare operations and maintenance, and gas collection system monitoring; and

C. On April 11, 2017, City and Consultant agreed to amend the Agreement to update and modify certain of its provisions, and the full Agreement, as amended, is attached as **Exhibit D-2** hereto and incorporated herein by reference; and

D. The Parties acknowledge and agree that the Agreement should be renewed and extended for one additional year, and that additional compensation to Consultant should be added, and that this can be accomplished by amending the Agreement accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, the Parties agree as follows:

1. The following language shall replace the original provisions of Section 1 in the Agreement, as previously modified Paragraph 1 of the First Amendment:

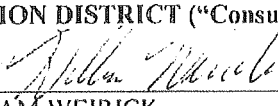
"1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A-2 attached hereto and incorporated herein by this reference (the "Services")."

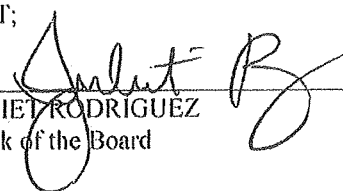
Second

IN WITNESS WHEREOF, the Parties have executed this ~~First~~ Amendment on the day and year first written above.

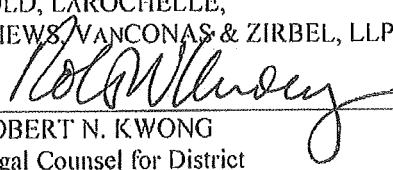
**VENTURA REGIONAL
SANITATION DISTRICT ("Consultant")**

By 
WILLIAM WEIRICK
Chairman of the Board

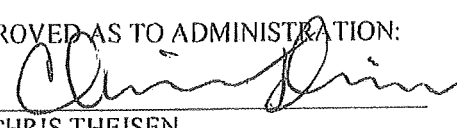
ATTEST;

By 
JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM:
ARNOLD, LAROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

By 
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION:

By 
CHRIS THEISEN
General Manager

CITY OF OXNARD ("City")

By _____
TIM FLYNN
Mayor

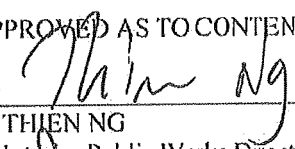
ATTEST:

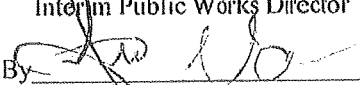
By _____
MICHELLE ASCENCION
City Clerk

APPROVED AS TO FORM:

By 
STEPHEN FISCHER
City Attorney

APPROVED AS TO CONTENT:

By 
THIEN NG
Interim Public Works Director

By 
MIKE MORE
Risk Manager

Groundwater Monitoring and Reporting

1. As part of the groundwater monitoring programs, groundwater levels will be measured in all designated wells prior to sampling activities using equipment that is decontaminated before use. The depth to water will be recorded to the nearest 0.01 foot in the field log.
2. Each well will be purged and sampled using dedicated pumps following the standard low-flow purging and sampling method. Non-dedicated monitoring and sampling equipment will be decontaminated prior to use at each well to ensure that samples collected represent the groundwater conditions at the site.
3. Groundwater samples will be collected in appropriate sample containers provided by the analytical laboratory. For dissolved metal analysis, samples will be filtered in the field. Samples will be preserved as required, placed on blue plastic ice in a cooler, and delivered to the laboratory courier. Chain-of-custody documentation will be generated and accompany each sample.
4. Groundwater monitoring and sampling results will be compiled and field and laboratory data will be imported into Excel tables and Sanitas statistical software. These data will be used to evaluate the groundwater conditions. Groundwater contour maps, summary tables, and time-series plots will be generated, and statistical analysis will be performed as required.
5. Groundwater monitoring activities will be conducted in compliance with the requirements in the various Monitoring and Reporting Program (MRPs) contained in the latest Waste Discharge Requirements (WDRs) issued by the California Regional Water Quality Control Board (RWQCB). Field activities will be conducted twice a year per the following schedule:

<u>Site</u>	<u>Period</u>	<u>Sampling Month</u>	<u>Report Due to RWQCB</u>
Santa Clara	Summer/Fall	October 2017	December 15, 2017
Santa Clara	Winter/Spring	April 2018	June 15, 2018

Storm Water Monitoring and Reporting

1. Effective July 1, 2017, the Santa Clara Landfill will no longer be subject to stormwater monitoring and reporting requirements under the Industrial General Permit. A Notice of Termination with State Water Resources Control Board was submitted and accepted in May of 2017.

Gas Collection System and Flare Operations & Maintenance

1. Operate City's landfill gas (LFG) collection system.
2. Conduct quarterly sump pump maintenance.

EXHIBIT B-2
AMENDMENT NO. 2 TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

Summary

FY16 Proposed Customer Budget	\$75,050.91
FY17 Proposed Customer Budget	\$129,457.00
FY18 Proposed Customer Budget	<u>\$113,721.00</u>
	<u>\$318,228.91</u>

(See detail on the following pages.)

10/18/2017

52197	Utilities		Account Total—	\$2,880		
		52197 Electricity			1	\$2,880
52220	Equipment Rental/Lease		Account Total—	\$150		\$2,880
		52220 Man Lift for Gas Flare Source Test			1	\$150
60594	Fund Transfer Out-EQUIPMENT		Account Total—	\$2,530		\$150
		60594 GEM Gas Monitor			12	\$910
		60594 Mule - Portable Vehicle			4	\$280
		60594 Misc Supplies/Hardware			1	\$500
60598	Fund Transfer Out-FLEET		Account Total—	\$1,180		
		60598 Mileage - LFG Perimeter Probe & Structure			480	\$1
		60598 Mileage - LFG Surface Monitoring & Reporting			200	\$1
		60598 Mileage - Gas Coll Sys Monitoring			500	\$1
				Project 411500 Total—		\$113,721
				Total for this report—		\$113,721

Customer Signature: _____ Date: _____
 Approval to Start Project

VRSD Signature: _____ Date: _____
 Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

180

EXHIBIT D-2

RECEIVED
AMENDMENT NO. 1
2017 APR 10 AM 11:53

CITY OF OXNARD AGREEMENT NO. 7167-15-CM

VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

AGREEMENT FOR CONSULTING SERVICES

THIS FIRST AMENDMENT ("First Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ___ day of December, 2016, by and between the City of Oxnard, a municipal corporation ("City"), and Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code Section 4700 *et seq.* ("Consultant"). Together, City and Consultant shall be referred to herein as "Parties."

RECITALS

A. On June 8, 2015, City and Consultant entered into the Agreement, which was titled both City of Oxnard Agreement No. 7167-15-CM and VRSD Contract No. 15-027, which is attached as Exhibit D-1 hereto and incorporated herein by reference; and

B. In this Agreement, Consultant agreed to provide consulting services to the City for the closed Santa Clara Landfill which included landfill gas perimeter probe monitoring and reporting, landfill gas surface monitoring and reporting, storm water monitoring and reporting, gas collection system and flare operations and maintenance, and gas collection system monitoring, as more particularly set forth in Exhibit A of the Agreement (collectively "Services"); and

C. The Parties acknowledge and agree that the Agreement should be renewed and extended for one additional year, and that this can be accomplished by amending the Agreement accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, the Parties agree as follows:

1. The following language shall replace the original provisions of Section 1 in the Agreement:

"1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A-1 attached hereto and incorporated herein by this reference (the "Services")."

2. The following language shall replace the original provisions of Section 8 in the Agreement:

"8. Time for Performance

The Services performed under this Agreement shall be completed by June 30, 2017. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays."



3. The following language shall replace the original provisions of Section 9 in the Agreement:

"9. Principal-in-Charge

Consultant hereby designates Matthew Baumgardner as its principal-in-charge and person responsible for necessary coordination with Manager."

4. The following language shall be added as a second paragraph to Section 10 (Permits, Licenses, Certificates) in the Agreement:

"Consultant's responsibility under this Agreement shall be subject to the terms and conditions of VRSD Contract No. 00-023-02 which is titled Amended and Restated Golf Course Lease and Landfill Postclosure Agreement By and Between Ventura Regional Sanitation District and City of Oxnard Dated May 21, 2002, is incorporated fully herein by this reference as Exhibit C-1. Parties agree that if any conflict arises between the terms and conditions of the Agreement, as amended, and the terms and conditions of Exhibit C-1 shall prevail and take precedence."

5. The following language shall be added as a third sentence to Section 11 (City's Responsibility) in the Agreement:

"City's responsibility under this Agreement shall be subject to the terms and conditions of Exhibit C-1."

6. The following language shall replace the original provisions of Section 12 in the Agreement:

"12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2017."

7. The following language shall replace the original provisions of Section 14.a. in the Agreement:

"14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$129,457 for the Services at rates provided in Exhibit B-1 attached hereto and incorporated herein by this reference."

8. The following language shall replace the original provisions of Section 40(b) in the Agreement:

"b. Any notices to the City may be delivered personally or by mail addressed to the City of Oxnard, Public Works Department, 305 W. Third Street, Oxnard, California 93030, Attention: Badaoui Mouderrres."

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

(signatures on following page)

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the day and year first written above.

VENTURA REGIONAL
SANITATION DISTRICT ("Consultant")

By Bert Perello
BERT PERELLO
Chairman of the Board

ATTEST;

By Michelle Ascencion
MICHELLE ASCENCION, CMC
Clerk of the Board

APPROVED AS TO FORM:
ARNOLD, LAROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

By Robert N. Kwong
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION:

By Chris Theisen
CHRIS THEISEN
General Manager

CITY OF OXNARD ("City")

By Greg Nyhoff
GREG NYHOFF
City Manager

APPROVED AS TO FORM:

By Stephen M. Fischer
STEPHEN M. FISCHER
City Attorney

APPROVED AS TO CONTENT:

BM By Daniel Rydberg
DANIEL RYDBERG
Public Works Director

APPROVED AS TO INSURANCE:

By Michael More
MICHAEL MORE
Risk Manager

STATE OF CALIFORNIA

DEPARTMENT OF
CORRECTIONS
APPROVED AND FORWARDED

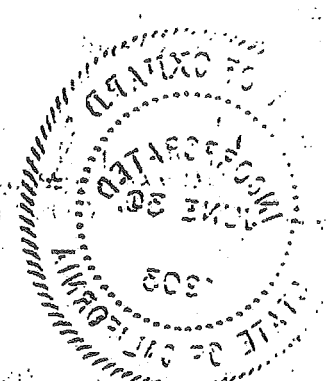
[Signature]
DIRECTOR OF PRISONS

STATE OF CALIFORNIA

[Signature]
DEPUTY DIRECTOR

STATE OF CALIFORNIA

[Signature]
SHERIFF



[Signature]

**Exhibit A-1
Scope of Services**

Landfill Gas Perimeter Probe Monitoring and Reporting

1. Conduct monthly perimeter landfill gas probe monitoring as required by California Code of Regulations (CCR) Title 27. Submit monthly reports to the County of Ventura Environmental Health Division.
2. Monitor the 3 on-site landfill gas detection systems located at the Clubhouse and Maintenance Tent. Calibrate as required by the manufacturer. Respond to gas alarms as needed.

Landfill Gas Surface Monitoring and Reporting

1. Coordinate with 3rd party vendor (RES Environmental) to perform surface emissions monitoring (SEM) of the surface of the landfill on an annual basis for gas emissions in accordance with the requirements of Title V Federal Operating Permit and by CCR 17. (Effective FY15/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.

Any leaks detected will be remediated in consultation with the City as warranted depending on the source of the leak. This may require adjustments to the gas collection system or cover maintenance.

Follow-up inspection will be conducted on a 10 day and 30 day schedule as required in the Title V Federal Operating Permit and by CCR 17.

2. Grab landfill gas sample and test gas for component gasses quarterly.
3. Prepare Title V required semi-annual reports, semi-annual flare start-up, shutdown and malfunction reports, and annual certification reports.
4. Prepare AB32 / CCR 17 Reports.
5. Prepare Annual California and Federal Electronic Greenhouse Gas Reporting (EGERT).
6. Retain Title V and CCR 17 records.
7. Pay the Air Pollution Control District Permit Fee for Coastal Flare. 1/3 the fee cost will be charged to the City.

Groundwater Monitoring and Reporting

1. As part of the groundwater monitoring programs, groundwater levels will be measured in all designated wells prior to sampling activities using equipment that is decontaminated before use. The depth to water will be recorded to the nearest 0.01 foot in the field log.
2. Each well will be purged and sampled using dedicated pumps following the standard low-flow purging and sampling method. Non-dedicated monitoring and sampling equipment will be decontaminated prior to use at each well to ensure that samples collected represent the groundwater conditions at the site.
3. Groundwater samples will be collected in appropriate sample containers provided by the analytical laboratory. For dissolved metal analysis, samples will be filtered in the field. Samples will be preserved as required, placed on ice in a cooler, and delivered to the laboratory courier. Chain-of-custody documentation will be generated and accompany each sample.
4. Groundwater monitoring and sampling results will be compiled and field and laboratory data will be imported into Excel tables and Sanitas statistical software. These data will be used to evaluate the groundwater conditions. Groundwater contour maps, summary tables, and time-series plots will be generated, and statistical analysis will be performed as required.
5. Groundwater monitoring activities will be conducted in compliance with the requirements in the various Monitoring and Reporting Program (MRPs) contained in the latest Waste Discharge Requirements (WDRs) issued by the California Regional Water Quality Control Board (RWQCB). Field activities will be conducted twice a year per the following schedule:

Site	Period	Sampling Month	Report Due to RWQCB
Santa Clara	Summer/Fall	October 2016	December 15, 2016
Santa Clara	Winter/Spring	April 2017	June 15, 2017

Storm Water Monitoring and Reporting

Conduct storm water monitoring and reporting as outlined in the City's Storm Water Pollution Prevention Plan. Note – The State of California is modifying the General Industrial Permit effective July 1st 2015 that will require an update to the City's Stormwater Pollution Prevention Plan (SWPPP).

1. Collect and analyze 4 storm water samples per year.
2. Conduct up to 6 wet season monthly inspections as required during the rainy season.
3. Conduct 4 dry weather (authorized/unauthorized) inspections of the stormwater discharge locations.

4. Conduct an annual comprehensive site inspection and evaluation of SWPPP.
5. Complete the annual report and upload to the SMARTS system to the State Water Resources Control Board.
6. Recommend updates to the SWPPP based on the comprehensive site evaluation to the City.

Gas Collection System and Flare Operations & Maintenance

1. Operate City's landfill gas (LFG) collection system.
2. Conduct quarterly sump pump maintenance.
3. Conduct LFG flare maintenance.
4. Administer semi-annual comprehensive 3rd party LFG flare maintenance.
5. Coordinate annual gas flare source test.
6. FY 2014/2015 - Oversee implementation of new LFG flare blower assembly and controls update.

Gas Collection System Monitoring

1. Conduct monthly gas collection well-field balancing.

Well Abandonment

Outside costs and permit fees associated with abandoning two water supply wells originally provided to the City of Oxnard for operation of the golf course under lease agreement with VRSD. The City has not used or maintained these wells and VRSD has incurred fees for the wells from United Water Conservation District. The wells have been vandalized and the District believes it is necessary to have them properly abandoned since they are not being used for golf course operations.



VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CA 93003-0704
805.658.4679

FY17 PROPOSED CUSTOMER BUDGET

EXHIBIT B-1

Project Number	Account	Quantity	Cost/Price	Extension
411500 City of Oxnard / River Ridge - EPG	51010 Wages - Regular			
	Account Total---		\$40,395	
	51010 Engineering Technician LFG Perimeter Probe & Structure Monitoring	78	\$107	\$8,346
	51010 Engineering Technician LFG Surface Monitoring & Reporting	77	\$107	\$8,239
	51010 Engineering Technician Stormwater Monitoring & Reporting	64	\$107	\$6,848
	51010 Senior Solid Waste Equipment Gas Collection System and Flare Operation &	32	\$104	\$3,328
52079 Environmental Consultants	51010 Senior Engineering Technician Gas Collection System and Flare Operation &	16	\$116	\$1,856
	51010 Engineering Technician Gas Collection System and Flare Operation &	6	\$107	\$642
	51010 Senior Engineering Technician Gas Collection System Monitoring	96	\$116	\$11,136
	Account Total---		\$38,660	
	52079 (RES) Landfill Surface Emission Monitoring	1	\$7,700	\$7,700
	52079 (OEM) Semi-Annual Flare Assessment	1	\$2,273	\$2,273
52080 Other Professional Services	52079 Gas Flare Source Test	1	\$4,400	\$4,400
	52079 Annual Flare Destruction Efficiency Test	1	\$2,686	\$2,686
	52079 Semi-Annual GW Monitoring Events & Reports	2	\$9,900	\$19,800
	52079 Contractor Lab Costs for 4 Samples	4	\$450	\$1,800
	Account Total---		\$4,000	
	52080 Methane Detectors Factory Service, Equip, &	1	\$4,000	\$4,000
52155 Lab Services and Supplies	Account Total---		\$920	
	52150 APCD Permit Fee	1	\$920	\$920
	Account Total---		\$26,015	
	52155 Laboratory Fees	4	\$178	\$713
	52155 Quarterly Landfill Gas Analytical	4	\$138	\$552
	52155 GW Monitoring Analytical Lab Svcs for 2 Events	2	\$12,375	\$24,750

52185	Calibration Gas (Oxygen + Methane)	2	\$207	\$414
52185	Calibration Gas (Zero Air + Methane)	2	\$207	\$414
52185	Flare Maintenance & Repair Supplies	1	\$11,000	\$11,000
52186	Other Operating Services			
	Account Total---		\$700	
52186	Maintain City's Air Compressor	4	\$175	\$700
52197	Utilities			
	Account Total---		\$2,880	
52197	Electricity Billing	12	\$240	\$2,880
52220	Equipment Rental/Lease			
	Account Total---		\$150	
52220	Man-Lift for Gas Flare Source Test	1	\$150	\$150
60594	Fund Transfer Out-EQUIPMENT			
	Account Total---		\$2,530	
60594	GEM Gas Monitor	12	\$76	\$910
60594	Mule - Portable Vehicle	4	\$280	\$1,120
60594	Misc Supplies/Hardware	1	\$500	\$500
60598	Fund Transfer Out-FLEET			
	Account Total---		\$1,380	
60598	Mileage - LFG Perimeter Probe & Structure	480	\$1	\$480
60598	Mileage - LFG Surface Monitoring & Reporting	200	\$1	\$200
60598	Mileage - Stormwater Monitoring & Reporting	200	\$1	\$200
60598	Mileage - Gas Coll Sys Monitoring	500	\$1	\$500
			Project	411500 Total---
				\$129,457
			Total for this report---	
			\$129,457	

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

EXHIBIT C-1

DATE: 5/21/02 AGENDA # I

VRSD CONTRACT NO: 00-023-02

**AMENDED AND RESTATED
GOLF COURSE LEASE AND
LANDFILL POSTCLOSURE
MAINTENANCE AGREEMENT
BY AND BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
CITY OF OXNARD**

DATED: May 21, 2002

AMENDED AND RESTATED
GOLF COURSE LEASE AND LANDFILL POSTCLOSURE
MAINTENANCE AGREEMENT
TABLE OF CONTENTS

1.	Definition of Terms	1
a.	Agreement for Waste Disposal	1
b.	Bailard Buffer Parcel	1
c.	Closure Plan	1
d.	Coastal Buffer Parcel	1
e.	Coastal Landfill Parcel	1
f.	Landfill Cover System	2
g.	Northwest Golf Course Community Specific Plan	2
h.	Northwest Golf Course Community Specific Plan EIR	2
i.	Postclosure Plan	2
j.	Premises	2
k.	Santa Clara Landfill Parcel	2
l.	Specified Recreational Uses	2
m.	Subsurface	2
n.	Subsurface Maintenance Facilities	2
o.	Surface	3
p.	Water and Wastewater Services Agreement	3
2.	Premises	3
3.	Term	3
4.	Rent	3
a.	Base Rent	3
b.	Other Consideration	3
5.	Use of Property	3
6.	Condition of Premises	4
a.	Acceptance of Premises	4
b.	Landfill Impacts	4
7.	Permitting of Premises	5
a.	CIWMB	5
b.	RWQCB	5
c.	APCD	6
d.	EPA	6
e.	Regulatory Compliance	6
8.	Landfill Closure Plan, Landfill Postclosure Plan and Other Regulatory Documents	6
a.	City's Reimbursement of VRSD	6
b.	City's Assumption of Responsibility	7
c.	City's Right to Withdraw Initial Application for Plan Revisions ..	8
d.	Plan Revision Process	8
e.	Financial Assurance Mechanism	8
f.	Final Design	9

g.	Environmental Documentation	9
h.	Development Liability	10
i.	Construction	10
9.	Maintenance	10
a.	Immediate Assumption of Maintenance of Coastal Buffer Parcel and Surface Maintenance to Coastal Landfill Parcel	10
b.	Coastal Landfill Parcel Maintenance Responsibility	11
c.	Indemnification	11
d.	Release	11
10.	Gas and Condensate Collection and Flare System	12
a.	Collection System	12
b.	Flare Station	14
c.	Condensate Collection	14
d.	Gas Royalties	14
11.	Landfill Gas and Groundwater	15
a.	Groundwater	15
b.	Subsurface Gas	15
c.	Surface Emissions	16
12.	Easement for Setback and Impact Disclosure	17
a.	Adjacent Private Property	17
b.	Adjacent City Property	17
13.	Flood Control	18
a.	Patterson Drain	18
b.	Victoria Avenue Drain and Flood Control Flap Gate	18
c.	VRSD Not Liable for Flood	18
14.	Water	19
a.	Water Rights	19
b.	VRSD Landfills GMA Allocation	19
c.	Other Water Rights Appurtenant to Premises	20
d.	Water Supply to Premises	20
e.	Water Supply to Bailard Buffer Parcel	20
f.	Reporting and Payment of GMA and UWCD Pump Charges	21
g.	Water Availability	21
h.	New Regulations	22
15.	Assessments	22
16.	Utilities	22
17.	External Access	22
18.	Internal Access	22
a.	Subsurface Maintenance Access	22
b.	Interference with Recreational Activities	23
19.	Title	23
20.	Repairs and Restoration	23
21.	Indemnity and Insurance	24
a.	Indemnity	24
b.	Insurance	25

22.	Assignment and Subletting	25
23.	Default	25
a.	Default by City	25
b.	Default by VRSD	26
c.	VRSD Remedies	26
d.	City Remedies	26
e.	Alternative Dispute Resolution Remedy	27
24.	Termination	28
a.	Termination	28
b.	Return of Property	28
c.	Maintenance of Premises After Termination	29
25.	Hazardous Materials	29
26.	Service Agreements	29
d.	Agreement for Waste Disposal	29
e.	Water and Wastewater Services Agreement	30
f.	Additional Waste Disposal Service Agreement	30
27.	Condemnation	31
28.	Miscellaneous	31
a.	Notices	31
b.	Incorporation of Exhibits	32
c.	Amendment	32
d.	Entire Agreement	32
e.	Captions and Headings	32
f.	No Course of Conduct	32
g.	Interpretation	32
h.	Construction	33
i.	Time of the Essence	33
j.	Governing Law	33
k.	No Waiver	33
l.	Representation	33
m.	Attorneys Fees	34
n.	No Partnership	34
o.	Further Assurances	34
p.	Severability	34
q.	Successors	34
r.	No Third Party Benefitted	34
s.	Amended and Restated Lease	34

INDEX OF EXHIBITS

- A. Vicinity Map
- B. Bailard Buffer Parcel Description
- C. Coastal Buffer Parcel Description
- D. Coastal Landfill Parcel Description

AMENDED AND RESTATED
GOLF COURSE LEASE
AND LANDFILL
POSTCLOSURE MAINTENANCE AGREEMENT

THIS AMENDED AND RESTATED GOLF COURSE LEASE AND LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT ("this Lease Agreement") is made and entered into this 21st day of May, 2002, by and between the VENTURA REGIONAL SANITATION DISTRICT, a California County Sanitation District (hereinafter referred to as "VRSD"), and the CITY OF OXNARD, a municipal corporation of the State of California (hereinafter referred to as "City"). The purpose of this Lease Agreement is to lease two parcels of real property, including a closed landfill parcel, to City so that City, at its sole expense, may design, permit, construct, and operate open space recreational uses on the property; to provide that City assume responsibility for maintaining the surface of the property and for expenses incurred by VRSD as a result of City's development and use of the property; to provide that VRSD retain responsibility for monitoring and maintaining specified subsurface maintenance facilities; and to provide consideration to VRSD and City in the form of additional covenants and agreements, with all of the above generally described provisions being more particularly described and established below. This Lease Agreement provides for a conveyance from a governmental agency to a governmental agency and is exempted by Government Code Section 66428(a)(2) from any requirement for a parcel map.

1. **DEFINITION OF TERMS.** As used in this Lease Agreement, the following terms have the meanings set forth below:

a. "Agreement for Waste Disposal" shall mean the Agreement for Waste Disposal at Toland Road Landfill between VRSD and City executed November 14, 2000, as it may be amended.

b. "Bailard Buffer Parcel" shall mean that certain real property owned by VRSD and located west of Victoria Avenue and east of the Bailard Landfill as more particularly described in Exhibit "B" and illustrated on Exhibit "A".

c. "Closure Plan" shall mean the Coastal Sanitary Landfill Final Closure Plan prepared by VRSD in September, 1991, and approved by the California Integrated Waste Management Board.

d. "Coastal Buffer Parcel" shall mean that certain real property owned by VRSD and located east of Victoria Avenue and west of the Coastal Landfill Parcel as more particularly described in Exhibit "C" and illustrated on Exhibit "A".

e. "Coastal Landfill Parcel" shall mean that certain real property owned by VRSD located west of the Santa Clara Landfill Parcel as more particularly described in Exhibit "D" and illustrated on Exhibit "A". "Coastal Landfill" shall mean the landfill located on the Coastal Landfill Parcel.

f. "Landfill Cover System" shall mean the landfill cover system constructed over the top of the closed Coastal Landfill as that system actually exists on the date of this Lease Agreement. The Landfill Cover System design is described and illustrated in the Closure Plan and represented in the as built closure plans prepared by VRSD for the Coastal Landfill. The actual dimensions of this system existing on the date of this Lease Agreement may vary from the design. VRSD makes no representation as to the dimensions or condition of the cover system as of the date of this Lease Agreement, because the cover system has changed due to differential settlement, erosion or other factors.

g. "Northwest Golf Course Community Specific Plan" or "Specific Plan" shall mean that Specific Plan approved by the City July, 1999.

h. "Northwest Golf Course Community Specific Plan EIR" or "Specific Plan EIR" shall mean that Final Environmental Report (State Clearinghouse No. 97031009) certified by City July, 1999.

i. "Postclosure Plan" shall mean the Coastal Sanitary Landfill Postclosure Maintenance Plan prepared by VRSD October, 1991, and approved by the California Integrated Waste Management Board.

j. "Premises" shall mean (1) the surface of the Coastal Landfill Parcel, and (2) the Coastal Buffer Parcel.

k. "Santa Clara Landfill Parcel" shall mean that certain real property owned by City located east of the Coastal Landfill Parcel as illustrated on Exhibit "A".

l. "Specified Recreational Uses" shall mean open space recreational uses available to the public, with or without charge, as approved in writing by City and VRSD. Subject to the other terms of this Lease Agreement, the following recreational uses are deemed approved as Specified Recreational Uses: golfing, walking, jogging, bicycling, picnicking and/or outdoor athletic fields.

m. "Subsurface" shall mean the land lying below the top of the clay liner portion of the Landfill Cover System constructed on the Coastal Landfill Parcel.

n. "Subsurface Maintenance Facilities" shall mean landfill improvements whether located on top of or below the surface of the Coastal Landfill that directly relate to maintenance or mitigation of subsurface landfill conditions. Such facilities shall include all landfill gas collection and monitoring wells, all water quality monitoring wells, all landfill gas collection system piping, valves, and related equipment, the entire landfill gas flare system, all flare station landscaping growing inside the fence surrounding the flare station, all condensate collection tanks and any other improvement physically connected to subsurface landfill maintenance improvements. "Subsurface Maintenance Facilities" shall not mean any roads or drainage improvements.

o. "Surface" shall mean the land lying on top of the Coastal Landfill Parcel including the soil above the top of the clay liner portion of the Landfill Cover System. "Surface" shall not be interpreted to include "Subsurface" or "Subsurface Maintenance Facilities."

p. "Water and Wastewater Services Agreement" shall mean the Agreement for Water and Wastewater Services between VRSD and City executed November 14, 2000 as it may be amended.

2. **PREMISES.** Pursuant to the terms, conditions and covenants hereof, VRSD hereby leases to City, and City leases from VRSD the Premises. All references to the "Premises" shall be understood to include both (1) the surface of the Coastal Landfill Parcel, and (2) the Coastal Buffer Parcel unless only one of these parcels is expressly specified in any provision of this Lease Agreement.

3. **TERM.**

This Lease Agreement shall be deemed to have become effective and the term shall be deemed to have commenced on November 14, 2000, provided, however, that where this Lease Agreement makes specific provision for the date of commencement and/or termination of certain rights and/or responsibilities, those specified dates shall control the timing of the referenced rights and/or responsibilities. This Lease Agreement shall continue in effect until December 31, 2099, unless terminated earlier in accordance with the provisions below.

4. **RENT.**

a. **Base Rent.** Commencing on the date first stated above and continuing thereafter during the term of this Lease Agreement, on or before December 1 of each year, City shall pay VRSD One Dollar (\$1) per year as the Base Rent.

b. **Other Consideration.** In addition to the Base Rent, in consideration for the making of this Lease Agreement, City shall fully perform all obligations arising under this Lease Agreement, and City shall perform all of City's obligations arising under the Agreement for Waste Disposal and the Water and Wastewater Services Agreement. City expressly acknowledges that VRSD would not have made this Lease Agreement unless City had agreed to the Agreement for Waste Disposal and the Water and Wastewater Services Agreement.

5. **USE OF PROPERTY.** During the term of this Lease Agreement, City shall use and occupy the Premises solely for Specified Recreational Uses subject to the terms and conditions herein. Any other use is prohibited. In conjunction with Specified Recreational Uses, City may construct lined lakes on the Coastal Buffer Parcel to provide for drainage of City's property used for Specified Recreational Uses and for irrigation of City's property used for Specified Recreational Uses. City shall not construct or allow the construction or placement of any buildings or permanent enclosed

structures on the Coastal Landfill Parcel. City shall not construct or allow the construction or placement of any building or permanent enclosed structure on the Coastal Buffer Parcel except for restrooms, snack shops with open air seating, unenclosed shelters, and a maintenance facility serving Specified Recreational Uses solely, provided such improvements are designed and constructed to prevent the trapping or accumulation of landfill gas, and provided that such improvements are approved (including issuance of all required permits) by regulatory agencies which have jurisdiction to regulate construction of such improvements. City shall not disrupt or allow the disruption of the Landfill Cover System or any material lying within four feet of the waste buried in the Coastal Landfill Parcel without the express written approval of VRSD, CIWMB, RWQCB and other regulatory agencies which have jurisdiction to regulate the maintenance and improvements of the Landfill Cover System. Without limiting the foregoing, City agrees City shall not, under any circumstances, dig into, drill through or otherwise impair the compacted clay liner portion of the Landfill Cover System without all such required regulatory approval. City shall not permanently take any dirt or earthen material off either the Coastal Landfill Parcel or the Coastal Buffer Parcel; provided, however, that City may move dirt from the Coastal Buffer Parcel to the Coastal Landfill Parcel. Notwithstanding this Section 5 or any other provision of this Agreement, all rights granted by VRSD to City with respect to City's use and occupancy of the Premises are, and shall remain, fully subject to the rights of the Lessee under the Gas Lease (as such terms are defined in Section 10a of this Lease Agreement).

6. CONDITION OF PREMISES.

a. **Acceptance of Premises.** City hereby acknowledges that it has fully inspected the Premises, and all improvements thereon, and accepts the same in its present condition "as is." VRSD makes no guarantees, warranties or representations regarding the fitness of the Premises for development for Specified Recreational Uses or whether any of the activities contemplated hereunder can be undertaken without conflicting with or impairing any rights of the Lessee under the Gas Lease or causing VRSD to violate any of its covenants or obligations under the Gas Lease. City acknowledges that it will be relying solely on its own investigations, studies, and expert review concerning the condition of the Premises, its zoning and land use designation, its potential for development, and any and all environmental, hydrogeologic or geologic conditions.

b. **Landfill Impacts.** City further acknowledges that the Premises is located on or adjacent to a closed solid waste landfill and, as such, the Premises may be subject to certain conditions, including, but not limited to, significant differential settlement of the surface, venting of landfill gas through the surface, subsurface migration of landfill gas, chemicals, liquid substances and other compounds, contamination of groundwater beneath and adjacent to the landfill and all other environmental impacts associated with a closed landfill. Specifically, City acknowledges that the surface of the Coastal Landfill Parcel is settling at a non-uniform rate as the waste buried below the surface decomposes. Settlement of the surface can be expected to occur throughout the term of this Lease Agreement and this condition will require City to fill in cracks and voids and engage in constant maintenance of any and all paths, piping, utility conduits, fencing, landscaping, drainage features, golf course tees, fairways, greens, improvements for Specified Recreational Uses and other

improvements on the Coastal Landfill Parcel. City and VRSD agree that City shall carry out such responsibilities without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system. City acknowledges that landfill gas, including methane gas and other hazardous gases, generated by the decomposing waste buried beneath the surface of the Coastal Landfill Parcel migrates laterally subsurface and also vents vertically through cracks in the surface of the ground. The generation of landfill gas and the migration and venting of this gas can be expected to occur throughout the term of this Lease Agreement. City further acknowledges that the Coastal Buffer Parcel may experience all of the impacts associated with the landfill and that the Coastal Buffer Parcel experiences episodes of significant flooding, including, but not limited to, drainage from the existing Victoria Avenue drainage ditch and the Patterson Drain, including occasions when the outlet to the Santa Clara River does not drain due to high water. City assumes and accepts all risks, losses, damages, and costs of these above referenced landfill impacts as they may affect the construction and operation of Specified Recreational Uses on the Premises, except for losses arising from any VRSD negligent act or omission; provided that in no event shall VRSD ever be liable for any consequential damage incurred by City because the Premises is not usable for Specified Recreational Uses.

7. **PERMITTING OF PREMISES.**

a. **CIWMB.** City acknowledges that the Coastal Landfill Parcel is subject to regulation by the California Integrated Waste Management Board ("CIWMB") and its local enforcement agency ("LEA"), the Ventura County Environmental Health Department ("EHD"). The LEA and the CIWMB have approved the Closure Plan and the Postclosure Plan. City acknowledges that the Closure Plan and the Postclosure Plan must be revised before City can commence development of Specified Recreational Uses on the Coastal Landfill Parcel. City acknowledges that the CIWMB and the LEA must approve any revisions to the Closure Plan and Postclosure Plan and that CIWMB and LEA may order further revision to these plans during the term of this Lease Agreement. City further acknowledges that the State of California has enacted and will further enact laws and regulations which may apply to City's use of the Coastal Landfill Parcel.

b. **RWQCB.** City acknowledges that the Coastal Landfill Parcel is subject to regulation by the California Regional Water Quality Control Board - Los Angeles Region ("RWQCB") and the California State Water Resources Control Board ("SWRCB"). City acknowledges that the RWQCB has issued Waste Discharge Requirements ("WDR's") and Groundwater Monitoring Requirements ("Water Quality Requirements") for the Coastal Landfill, the Santa Clara Landfill and the Bailard Landfill. City acknowledges that the RWQCB shall review and revise the WDR's and/or Water Quality Requirements before City shall commence development of Specified Recreational Uses. City acknowledges that RWQCB and/or SWRCB may modify the WDR's and/or Water Quality Requirements at any time during the term of this Lease Agreement.

c. APCD. City acknowledges that the Coastal Landfill Parcel is subject to regulation by the Ventura County Air Pollution Control District ("APCD"). City acknowledges that APCD has adopted Rule 74.17 and Rule 74.17.1 and may adopt revisions to this rule or adopt new rules regulating air emissions from the Premises.

d. EPA. City acknowledges that the Coastal Landfill Parcel is subject to regulation by the Environmental Protection Agency and/or other regulatory agencies of the United States ("EPA"). City acknowledges that the United States has enacted the Resource Conservation and Recovery Act and other laws and regulations and will further enact new laws and regulations which may apply to City's use of the Coastal Landfill Parcel.

e. Regulatory Compliance. City acknowledges review of each of the above referenced Closure Plan, Postclosure Plan, WDR's, Water Quality Requirements and APCD Rule 74.17, and Rule 74.17.1. City acknowledges that the Coastal Landfill Parcel is subject to other regulatory requirements. City assumes responsibility for becoming fully informed of all the restrictions presented by such regulatory permits, rules, regulations and laws as they exist now or may exist in the future as they relate to City's use of the Premises. City agrees that to the extent its use of the Premises or adjacent City owned property causes a violation of any such permit, rule, regulation or law, City shall bear the full responsibility for correcting any such violation and City shall bear the full expense of any liability associated with any penalty, prosecution or remediation requirement associated with any such violation and that City shall hold harmless, defend (by counsel selected by City after concurrence which shall not be unreasonably withheld by VRSD) and indemnify VRSD from any such liability.

8. LANDFILL CLOSURE PLAN, LANDFILL POSTCLOSURE PLAN AND OTHER REGULATORY DOCUMENTS.

a. City Reimbursement of VRSD. VRSD and City acknowledge that the Closure Plan, Postclosure Plan and other regulatory documents must be revised and approved by the appropriate regulatory agencies in order to accommodate the development of Specified Recreational Uses on the Coastal Landfill Parcel and that such revisions may be required on subsequent occasions during the term of this Lease Agreement. VRSD and City agree to cooperate in all such revisions and the implementation of the Closure Plan, Postclosure Plan, and other regulatory documents, provided that VRSD shall not be obligated to agree to any revision or requirement relating to Specified Recreational Uses which causes VRSD to incur expenses for subsurface maintenance of the Coastal Landfill beyond the expenses VRSD was obligated to incur under the plans and documents in existence as of the date of this Lease Agreement or which would conflict with or impair any right of the Lessee under the Gas Lease or cause VRSD to violate any covenant or obligation under the Gas Lease. VRSD and City agree that City shall bear the entire cost to City and VRSD of revising the Closure Plan, Postclosure Plan, and all other regulatory documents. City shall reimburse VRSD for all commercially reasonable costs and expenses incurred by VRSD under subsections 8a, b, c, d, e, f, and g below, including all VRSD staff and consultant costs. With respect to City's obligation herein to pay or reimburse VRSD, City shall, within thirty (30) days after receipt of billing from

VRSD, pay VRSD for reasonable expenses incurred by VRSD in carrying out the activities described in this Section 8 including staff time and consultant time in consulting with the City, City consultants, VRSD consultants, regulatory agencies and other interested parties involved in the revision and/or implementation of the plans or other regulatory documents and/or any of the activities described in this Section 8. City's obligation to reimburse shall include, but not be limited to payment for all VRSD staff and VRSD consultant time spent on reviewing all drafts, proposed submittals, designs, and other documentation relating to the plans and documents and attendance of VRSD employees and VRSD consultants at any and all meetings relating to the development of Specified Recreational Uses on the Premises. As used in this Lease Agreement, the term "VRSD consultant" shall mean independent engineers, hydrologists, attorneys, architects and other experts retained by VRSD. City shall reimburse VRSD for its staff time at the then current established hourly rates and for its consultants' time at the established hourly rates as then specified in contracts between VRSD and its consultants which shall be made available to City. In addition, if the revised plans or other permits, conditions or documents changed as a result of Specified Recreational Uses result in an increase in the expense of providing subsurface postclosure maintenance City shall, throughout the terms of this Lease Agreement, reimburse VRSD for such additional postclosure maintenance expenses within thirty (30) days after receipt of billing specifying the nature and cost of the additional maintenance work, improvements, monitoring or other activity required by the revised Closure Plan, Postclosure Plan or other regulatory documents.

b. **City's Assumption of Responsibility.** Immediately upon execution of this Lease Agreement, City shall assume responsibility for complying with the surface maintenance components of the Postclosure Maintenance Plan and other regulatory documents, including, but not limited to, the WDR's. Upon the approval of the revised Closure Plan, Postclosure Plan, and other regulatory documents permitting Specified Recreational Uses on the Coastal Landfill Parcel City shall become responsible for and shall commence the physical work of complying with all components of those plans and any successor plans and other documents which regulate or relate to the development and maintenance of the surface of the Coastal Landfill Parcel and VRSD shall bear responsibility only for non Specified Recreational Uses related subsurface maintenance requirements of said plans, including responsibility for any subsurface maintenance facilities which exist on or above the surface of the Coastal Landfill Parcel. In addition to assuming responsibility for all continuing and all new surface maintenance requirements, City shall bear responsibility for any additional subsurface maintenance requirement caused by the development and/or operation of Specified Recreational Uses on the Premises. In the future, during the term of this Lease Agreement, City shall become responsible for compliance with all new provisions, conditions and requirements of further revised plans and other regulatory documents relating to Specified Recreational Uses on the Premises and for all subsequent revised or new provisions, conditions and requirements of said plans and documents or new regulatory enactments relating to the surface maintenance of the Premises which may hereinafter become effective during the term of this Lease Agreement. The parties acknowledge that the various regulatory agencies may continue to name VRSD as the permittee, owner and/or responsible party for the Closure Plan, Postclosure Plan, and other regulatory documents. Nonetheless, City shall take all reasonable action necessary to assure that City's activities do not cause VRSD to be found by the regulatory agencies to be out of compliance with the Closure Plan,

Postclosure Plan, or any other regulatory document. City and VRSD agree that each shall carry out its responsibilities under this Section 8 without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

c. **City's Right to Withdraw Initial Applications for Plan Revisions.** City, at its sole discretion, may, at any time, prior to approval of the initial applications to be made to revise the Closure Plans and Postclosure Plans in existence on the date of this Lease Agreement to allow the initial development of Specified Recreational Uses, determine that the applications for revision to the Closure Plan and Postclosure Plan and/or all other regulatory documents shall be withdrawn; and, this Lease Agreement will, upon such withdrawal, automatically terminate. It is further agreed that City, in its sole discretion, may at any time after approval of the above referenced applications, terminate this Lease Agreement pursuant to Section 24 below.

d. **Plan Revision Process.** Revisions of the Closure Plan and Postclosure Plan, current or as revised in the future, as well as the revision of any and all other regulatory documents pertaining to land use on the Premises, including permits, requirements, orders and other regulatory directives, shall be processed by City and VRSD on a cooperative basis consistent with the provisions herein. No application for any revision to the Closure Plan and/or Postclosure Plan shall be submitted to the CIWMB or LEA until both VRSD and City have approved the submission of such application for revision. Neither VRSD nor City shall be obligated to apply for, support or accept any Plan revision proposed as a consequence of planned Specified Recreational Uses which increases the expense of the party responsible for complying with the provision objected to; provided that neither party shall oppose such provisions if the other party agrees to assume all liability for the expense of such provisions, except that notwithstanding anything contained in this Agreement, VRSD shall not be required to apply for, support or accept any Plan revision, the implementation of which would conflict with or impair any right of the Lessee under the Gas Lease or cause VRSD to violate any covenant or obligation under the Gas Lease. City agrees that City shall pay and/or bear the full expense of preparing, processing and implementing the revised Closure Plan, Postclosure Plan, and other regulatory documents caused by or related to, directly or indirectly, the development of Specified Recreational Uses on the Premises.

e. **Financial Assurance Mechanism.** City acknowledges the legal requirements relating to the provision of financial assurance mechanisms for closed landfills. VRSD and City acknowledge that the existing financial assurance mechanism which has been established and funded by VRSD and approved by CIWMB may be revised as a result of revisions to the Closure Plan and Postclosure Plan necessitated by City's proposal to develop Specified Recreational Uses on the Coastal Landfill Parcel. VRSD shall continue to be responsible to the CIWMB for providing financial assurance in the amount stated in the Postclosure Plan's estimate of expense of fifteen (15) years of postclosure maintenance of the Coastal Landfill as specified in the cost estimate existing

on the date of this Lease Agreement (even though City, pursuant to this Lease Agreement, shall bear the actual expense, when incurred, of all surface maintenance and any expense of any additional subsurface maintenance required as a result of City's development of Specified Recreational Uses on the Coastal Landfill). On the other hand, City shall be responsible for providing financial assurance for all other new postclosure maintenance expenses as required by CIWMB as a consequence, direct and/or indirect, of Specified Recreational Uses including Specified Recreational Uses related surface maintenance requirements and all new subsurface requirements which are required as a result of Specified Recreational Uses proposed. City acknowledges that as a result of the application for revision to the Closure Plan and Postclosure Maintenance Plan which must be made in order to advance the development of Specified Recreational Uses on the Coastal Landfill Parcel, the CIWMB may implement additional financial assurance requirements. City shall be responsible for and hold VRSD harmless from any such additional Specified Recreational Uses related requirements. City also acknowledges that additional financial assurance requirements may be imposed in the future. City shall bear all costs, expenses and obligations of meeting such additional financial assurance requirements as relate to surface maintenance required because of the development and/or operation of Specified Recreational Uses on the Premises. VRSD shall expeditiously apply in accordance with CIWMB regulations to CIWMB for release of any financial assurance funding or security provided by City and release any funds held by VRSD which are due to City upon CIWMB approval of such release.

f. **Final Design.** After CIWMB and LEA approval of revisions to the Closure Plan and Postclosure Plan and all other necessary regulatory approvals, including, but not limited to the approval of the RWQCB, SWRCB and EPA, City shall develop final designs for Specified Recreational Uses improvements to be constructed upon the Premises. These final designs shall be submitted to VRSD for its review. VRSD may, within thirty (30) days after receipt of any submittal, comment upon any aspect of the designs which could potentially increase VRSD's cost of subsurface maintenance of the Coastal Landfill; provided, however, that, notwithstanding anything contained in this Agreement, VRSD shall not be required to accept any final design, the implementation of which would conflict with or impair any right of the Lessee under the Gas Lease or cause VRSD to violate any of its covenants or obligations under the Gas Lease.

Notwithstanding VRSD's review of and comment on the final design, City shall release, indemnify, defend and hold VRSD harmless from any liability arising from any design defect, error, omission, or damage arising from the final design of all improvements to be constructed on the Premises.

g. **Environmental Documentation.** City shall be the lead agency for all environmental documentation relating to any and all development on the Premises. City shall fully comply with the California Environmental Quality Act ("CEQA"). City shall be responsible for defending or providing a defense to any action alleging non-compliance with CEQA or any other law, regulation, rule or permit arising out of the revision of the Closure Plan, Postclosure Plan or other regulatory document relating to Specified Recreational Uses or the Northwest Golf Community Specific Plan, except to the extent of any liability caused by VRSD's acts, omissions or negligence. City shall hold

harmless, defend and indemnify VRSD in any such action, except to the extent of any liability caused by VRSD's acts, omissions or negligence. City shall reimburse VRSD for any expense, including, but not limited to any expense for staff time, consultant time (including attorney time or other related expenses) incurred by VRSD in response to City's request made in connection with VRSD's defense.

h. **Development Liability.** City shall hold harmless, defend (by counsel selected by City after concurrence, which shall not be unreasonably withheld, by VRSD) and indemnify VRSD from any action, claim or liability arising out of City's approval of development occurring on the Premises or on the property covered by City's approval of the Northwest Golf Community Specific Plan. City shall reimburse VRSD for any expenses, including, but not limited to, any expense for staff time or consultant time (including attorney time or other related expenses) incurred by VRSD as a result of such action. For example, City shall hold harmless, defend (by counsel selected by City after concurrence which shall not be unreasonably withheld by VRSD) and indemnify VRSD in any administrative appeal or judicial action brought in any administrative forum or any court relating to the City's approval and/or development approved by City in the Specific Plan area, including, but not limited to, compliance with environmental documentation requirements, low income housing provisions, compliance with general plan or other planning requirements or other actions involving any City approval or City permit relating to development in the Specific Plan area. With respect to development of Specified Recreational Uses on the Premises, City shall bear all permit, annexation, zoning, development agreement and other regulatory costs, fees, charges or requirements. For example, City shall indemnify and hold VRSD harmless from annexation fees and other charges due Calleguas Water District and/or Metropolitan Water District of Southern California upon annexation and development of the Premises.

i. **Construction.** VRSD shall be entitled to inspect the Premises throughout the construction of all improvements on the Premises. Notwithstanding VRSD's inspection of construction activities, City shall release, indemnify, defend and hold VRSD harmless from any and all liability arising from the construction of any and all improvements on the Premises by City or City's contractors. All City contractors working on the Premises shall be obligated to name VRSD as an additional insured as to all insurance requirements imposed by the City on its contractors.

9. **MAINTENANCE.**

a. **Immediate Assumption of Maintenance of Coastal Buffer Parcel and Surface Maintenance of Coastal Landfill Parcel.** Immediately upon execution of this Lease Agreement, City shall take possession of and be responsible for the maintenance of the Coastal Buffer Parcel and the surface maintenance of the Coastal Landfill Parcel as provided in this Lease Agreement. From and after the date of this Lease Agreement, City shall be entitled to a non-exclusive right of reasonable access to the Coastal Landfill Parcel at any time, subject to the present or future subsurface maintenance operations of VRSD on the Premises and to the rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary

flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system. The parties should coordinate their respective activities and meet quarterly to discuss upcoming activities on the Premises.

b. **Coastal Landfill Parcel Maintenance Responsibility.** Immediately upon execution of this Lease Agreement, City shall be responsible for complying with all surface maintenance requirements established under the then existing Postclosure Maintenance Plan and other regulatory documents including, but not limited to, the WDR. Upon approval of the revised Closure Plan and/or Postclosure Plan and other regulatory documents permitting Specified Recreational Uses, in accordance with this Lease Agreement, City shall be solely responsible for and obligated to maintain the surface of the Coastal Landfill Parcel in accordance with all requirements of said Plan and documents. VRSD shall retain the right of access to perform all subsurface maintenance of the Coastal Landfill for which VRSD shall remain responsible. City shall be responsible for complying with all surface maintenance activities on the Coastal Landfill including, but not limited to, the surface maintenance activities set forth in the Closure Plan, Postclosure Plan, and other regulatory documents and any revisions thereto. City shall bear all expense associated with Premises surface maintenance activity. City shall release, defend, and hold VRSD harmless from any and all expense relating to the surface maintenance of the Premises, except for expenses incurred by VRSD hereunder in maintaining subsurface maintenance facilities. City and VRSD agree that each shall carry out its responsibilities under this Section 9 without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

c. **Indemnification.** In consideration of entering into this Lease Agreement, City agrees that, City shall indemnify, defend (by counsel selected by City after concurrence, which shall not be unreasonably withheld, by VRSD), and hold VRSD, and each of VRSD's directors, employees, attorneys, and agents (collectively, "Indemnitees") harmless from any and all claims, liabilities, liens, losses, judgments, orders, actions (including actions arising from personal injury to or death of third persons or property damage), expenses, fines, penalties, governmental directives or inquiries, environmental response costs of any type (including without limitation reasonable attorneys' and environmental consultants' fees) (collectively "Liabilities"), arising from or related to City's design, construction, maintenance, repair, operation and/or use of the Premises, except to the extent such liabilities are caused by Indemnitees' acts, omissions, or negligence.

d. **Release.** City hereby fully releases Indemnitees from any and all claims which City may have now or in the future against Indemnitees for any damage or liability arising from the use of the Premises by City. As a material covenant and condition of this Lease Agreement, City agrees that in the event of any adverse event, situation or condition regarding the use of the Premises by City, City shall look solely to parties other than Indemnitees, and Indemnitees shall not be

responsible in any way therefor, and no cause of action shall lie, nor shall any judgment, however obtained, be executed against Indemnitees or any of them except to the extent such adverse event, situation or condition is caused by Indemnitees' acts, omissions or negligence.

With respect to the foregoing release, City fully waives any rights or benefits available to City under the provisions of Section 1542 of the California Civil Code, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

City acknowledges that its attorney at law has explained to City the meaning and effect of this statute. City understands fully the statutory language of Civil Code Section 1542, and with this understanding, City nevertheless elects to, and does, assume all risk as against Indemnitees regarding such damages or liabilities, whether arising before or after the making of this Lease Agreement and whether now known or unknown, and City specifically waives any rights City may have under California Civil Code Section 1542. City fully understands that if the facts with respect to which this release is executed are later found to be other than or different from the facts now believed by it to be true, City expressly accepts and assumes the risk as against Indemnitees of that possible difference in facts, and agrees that this release shall be and remain effective notwithstanding that difference in facts.

Therefore, the provisions of Civil Code Section 1542 (and any other or similar provisions of common or statutory law of any state of the United States) are hereby waived by City as to all matters released herein and City acknowledges that this waiver is an essential and material term of this Lease Agreement without which this Lease Agreement would not have been executed by VRSD. City acknowledges and recognizes that City may hereafter discover facts different from or in addition to those which City now knows or believes to be true with respect to the claims released herein. However, City intends by this Lease Agreement to fully, finally and forever settle and release the claims set forth herein, whether these claims heretofore have existed, now exist, may now exist, or will exist upon the discovery of additional facts. In furtherance of this intention, this Lease Agreement shall remain in full and complete effect in all respects, notwithstanding the discovery by VRSD or City of the existence of additional or different facts relating to the claims hereby released.

10. GAS AND CONDENSATE COLLECTION AND FLARE SYSTEM

a. Collection System. City acknowledges that VRSD owns the landfill gas generated under the Premises. City acknowledges the existence and contents of the April 22, 1983, Landfill Gas Lease and Operating Agreement for Conversion Systems among Cambrian Energy Systems,

Inc., Ventura Coastal Corporation and VRSD, and the April 18, 1991, First Amendment to Landfill Gas Lease and Operating Agreement for Conversion Systems between Oxnard Landfill Associates and VRSD (collectively referred to as the "Gas Lease"). City acknowledges that: (i) "Lessee" under said Gas Lease (originally Cambrian Energy Systems, Inc. and currently Ogden Power Pacific, Inc., a subsidiary of Ogden Energy, Inc.), has comprehensive rights of way over the Premises to extract landfill gas from the Coastal Landfill and collect this gas and transport it to its energy facility as described in said lease; (ii) these rights, include, but are not limited to, the right to construct, repair, replace, relocate, and maintain gas extraction wells, collection piping, collection traps, valves, monitoring equipment, blowers, pumps and other improvements related to the development of the gas rights in the Coastal Landfill; and (iii) the Lessee under said Gas Lease also has the right to place and maintain on the Coastal Landfill Parcel tanks, roads, pipelines, power lines and other improvements necessary to the Lessee's operations subject to limitations set forth in the Gas Lease. City acknowledges and agrees that its right to use and occupy the property under this Lease Agreement are subject to the rights of the Lessee and VRSD under said Gas Lease and that VRSD and/or the Lessee shall reserve ownership and possession of these gas collection improvements. VRSD agrees that it will be primary liaison with the Lessee regarding the coordination of Specified Recreational Uses with the Lessee's operations and the exercise of Lessee's rights under the Gas Lease. VRSD shall use commercially reasonable efforts to obtain the Lessee's reasonable commercial cooperation with Specified Recreational Uses; provided that City releases VRSD from any liability arising from the Lessee's failure to cooperate. City acknowledges, however, that notwithstanding anything contained in this Lease Agreement, VRSD makes no representation that the Lessee under the Gas Lease has agreed to, authorized or consented to, or will agree to, authorize or consent to, any particular action in respect of the activities contemplated hereunder. City further agrees that in the event the Gas Lease is terminated, VRSD shall be deemed to have succeeded to all of the rights, including rights of way over the surface of the Coastal Landfill Parcel created in the Lessee under said Gas Lease. In the event VRSD succeeds to Lessee's right, VRSD shall cooperate with City's operation of Specified Recreational Uses in a commercially reasonable manner.

City agrees to cooperate with the Lessee, and, subsequently, VRSD in Lessee's and VRSD's exercise of said Gas Lease rights of way. City also agrees to cooperate with Lessee and VRSD with regard to the gas and condensate collection system on the Premises, including any improvements, alteration, repair and/or maintenance of said system that may be undertaken by Lessee and/or VRSD. City shall coordinate its activities on the Premises with VRSD with respect to the activities which may affect rights under the Gas Lease. City agrees that to the extent the Closure Plan, Postclosure Plan or other regulatory documents require changes, because of the development of Specified Recreational Uses on the Premises, to the gas extraction and collection system built and owned by Lessee and/or VRSD pursuant to the Gas Lease, and VRSD and/or Lessee implement such changes, all work relating to such changes shall be at City's sole expense and City shall not initiate construction work on the Coastal Landfill Parcel until all work relating to such changes has been completed. Before commencing such gas system revision work, VRSD shall obtain City's approval of the specifications, budget and any construction contracts relating to such changes to the gas system. City shall pay the entire estimated cost of such work to VRSD before such work commences and upon the completion of the work VRSD shall provide City a complete

accounting of the expense of the work and either refund to City any unexpended portion of the City's initial payment of the estimated cost or collect from City any amount reasonably incurred by VRSD in excess of City's initial payment of the estimated cost. All work shall be completed in a commercially reasonable manner consistent with the requirements of all regulatory agencies. If City does not approve the proposed work and pay the estimated cost, VRSD will be under no obligation to implement the work. In the event that any changes to the gas extraction and collection systems are made hereunder, City shall bear the full expense of making such changes and shall hold harmless, defend and indemnify the Lessee and VRSD from any and all costs, liability, or regulatory enforcement activity related to any such change made to the gas extraction and/or collection system. For example, the amended Closure Plan or other regulatory requirement may require that gas extraction systems be fenced, that collection pipelines be buried and/or that other protective measures be taken with respect to any part of the landfill gas extraction, collection and distribution system. The total cost to VRSD of completing all of the work of designing, constructing, burying (including the importation of soil to bury the collection pipes) and maintaining changes to such systems necessitated by Specified Recreational Uses that may be carried out during the term of this Lease Agreement shall be borne by City and City shall promptly pay or reimburse VRSD for all VRSD expenses, including expenses associated with utilization of VRSD staff, VRSD consultants and/or the Lessee relating to such work. Any soil imported as part of this construction work shall meet City's specifications. City may require VRSD to use soil procured by City for this work in order to reduce construction costs.

b. **Flare Station.** City acknowledges the existence of a landfill gas flare station located on the northern portion of the Coastal Landfill Parcel as illustrated on Exhibit A. Notwithstanding any other provision of this Lease, City agrees that all of the area located within the fencing surrounding said flare station shall not be used by City or City's contractors and City shall design and operate any Specified Recreational Uses in the vicinity of the flare so as to discourage any recreational activity within 100 feet of the fence surrounding the flare. VRSD shall be responsible for maintaining all landscaping inside the fencing surrounding the flare station. City shall provide water to VRSD, out of the City's Entitlement, defined at section 14b below, at the cost of pumping the water from the Coastal Water Well (utility extraction cost and UWCD and GMA pump charges), for such landscaping. VRSD shall be responsible for the maintenance of the flare equipment or gas piping system associated with the flare station. VRSD shall, at its sole expense, continue to operate the flare and the associated facilities in compliance with all regulatory requirements including the requirements of CIWMB, LEA, and APCD.

c. **Condensate Collection.** City acknowledges the existence of condensate collection tanks on the Premises which store landfill condensate from the gas and condensate collection system for the Coastal Landfill. VRSD shall have access to repair, maintain and service said tanks.

d. **Gas Royalties.** This Lease Agreement does not modify, in any fashion, the Gas Lease and VRSD shall continue to be entitled to receive all royalties paid by the Lessee under said Gas Lease.

11. LANDFILL GAS AND GROUNDWATER.

a. Groundwater. City acknowledges that RWQCB has adopted WDR's and groundwater monitoring requirements for the closed Bailard Landfill, Coastal Landfill, and Santa Clara Landfill. City acknowledges that prior to the development of Specified Recreational Uses, revisions are likely to be made to the Bailard Landfill, Coastal Landfill and Santa Clara Landfill WDR's and groundwater monitoring requirements as a result of RWQCB's review of the proposed Specified Recreational Uses on the Coastal Landfill Parcel. To the extent RWQCB requires revisions to the monitoring requirements as a result of the proposed Specified Recreational Uses, and such changes increase the expense which VRSD incurs in its postclosure maintenance of the subsurface of the Bailard Landfill Parcel or the Santa Clara Landfill or the Coastal Landfill Parcel, City shall reimburse VRSD for the full amount of any such increase. For example, if RWQCB, determines, as a result of the proposed golf course development, that VRSD is required to drill additional monitoring wells or test additional constituents or increase the monitoring frequency or standards, City shall reimburse VRSD for the actual expense to VRSD of all VRSD staff time, consultant time, laboratory expense and other costs associated with compliance with such revisions as these expenses are incurred, throughout the term of this Lease Agreement, payable thirty (30) days after VRSD's delivery of invoices to City. VRSD shall also retain the right of access to and possession of all monitoring well sites approved by RWQCB on the Premises, including any located on the Coastal Buffer Parcel and/or the Coastal Landfill Parcel.

City also acknowledges that RWQCB may impose irrigation restrictions, cover system improvements or other conditions upon the development of Specified Recreational Uses in order to protect groundwater in the vicinity of the Premises. City agrees to comply with all restrictions and conditions on the development and operation of Specified Recreational Uses imposed by RWQCB as well as CIWMB, LEA, APCD or any other regulatory agency at City's sole expense and City further agrees to hold harmless, defend (by counsel selected by City, after concurrence, which shall not be unreasonably withheld, by VRSD) and indemnify VRSD from any and all expense, liability or regulatory enforcement actions, including fines or penalties for violations or remediation orders relating to any violation of any groundwater regulatory requirements by City or City's contractors or arising from the Specified Recreational Uses on the Premises.

City further acknowledges that as a result of the proposed Specified Recreational Uses on the Coastal Landfill Parcel, environmental impacts may occur in the future which may lead to the requirement for remediation of surface or subsurface conditions impacted or caused by the construction, operation and/or maintenance of Specified Recreational Uses on top of a closed landfill. City shall hold harmless, defend (by counsel selected by City, after concurrence, which shall not be unreasonably withheld by VRSD) and indemnify VRSD from any and all expense, liability, regulatory action or remediation costs associated with or caused by the development of Specified Recreational Uses on the Coastal Landfill Parcel.

b. Subsurface Gas. City acknowledges that the decomposing waste buried in the Coastal Landfill creates landfill gas, including methane gas. City acknowledges that some

constituents of the landfill gas may be hazardous and toxic. City further acknowledges that methane gas is combustible. City further acknowledges that the landfill gas can travel laterally subsurface. Throughout the term of this lease, VRSD shall remain responsible for and bear the full expense of monitoring subsurface migration of landfill gas from the Coastal Landfill Parcel. VRSD shall continue to maintain and monitor monitoring wells as required by CIWMB and the LEA. VRSD shall control the migration of landfill gas. As gas generation declines, VRSD shall be obligated to and have the right of access to the Premises in order to construct further gas wells and related collection piping and facilities in accordance with regulatory requirements. VRSD and City shall meet and cooperate in developing plans for such construction with the intent to avoid, to the extent consistent with regulatory and gas system operational requirements, unreasonable interference with Specified Recreational Uses.

City acknowledges that a subsurface gas migration barrier slurry wall has been constructed along the southern boundary of the Santa Clara Landfill and the eastern boundary of the Coastal Landfill. City shall not undertake or authorize any construction activity which damages the structural integrity or operational functionality of the slurry wall located on the Coastal Landfill Parcel.

City also agrees that City and City contractors, including the operator of any Specified Recreational Use on the Coastal Landfill Parcel, shall not undertake any activity, including excessive irrigation, as determined in writing by CIWMB, RWQCB, LEA or County of Ventura, which causes an increase in the expense to VRSD of its postclosure subsurface maintenance obligations, and City shall hold harmless, defend and indemnify VRSD from any and all expense, liability or regulatory enforcement actions, including fines or penalties for violations or remediation orders relating to any such activity by City or City's contractor.

c. **Surface Emissions.** City acknowledges that landfill gas can escape from the closed landfill through cracks in the surface of the cover lying over the buried waste. City acknowledges that by leasing the Premises, City has assumed responsibility for maintaining the surface of the closed landfill so that all cracks are filled and no leaks of gas are permitted through the surface in excess of the amount of gas allowed pursuant to APCD's Rules 74.17, and 74.17.1 and such other laws, regulations, rules or regulatory orders which exist now or may be adopted in the future. VRSD shall, at VRSD's expense, conduct Coastal Landfill surface emission monitoring and reporting to APCD under APCD Rules 74.17 and 74.17.1 and successor regulations. City acknowledges that these rules may require periodic sweeps on 100 foot or smaller grids laid over the Coastal Landfill Parcel. City shall hold harmless, defend and indemnify VRSD from any and all expense, liability or regulatory enforcement actions, including fines or penalties for violations or remediation orders relating to any violations of any such law, regulation, rule or regulatory order relating to City's maintenance of the surface of the Premises, except to the extent of liability caused by VRSD's negligence. City and VRSD agree that each shall carry out its responsibilities under this Section 11 without impairing any rights of Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas

extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

12. EASEMENT FOR SETBACK AND IMPACT DISCLOSURE.

a. **Adjacent Private Property.** Except as provided in subsection 12.a.1 below, City, in regulating the development of the Northwest Golf Community Specific Plan area, shall require the owners of the property lying to the south of the Coastal Landfill Parcel to execute and record an easement or other agreement providing for a 300 foot setback, measured from the property line of the Coastal Landfill Parcel, prohibiting any construction of any enclosed structure within the 300 foot setback. Drainage facilities are not considered to be enclosed structures. The City shall also require the developers of the property to disclose in writing to prospective buyers of the property that the prior operation, closure and postclosure maintenance of the solid waste landfill located on the Bailard Landfill Parcel and/or Coastal Landfill Parcel may adversely affect the use, enjoyment, and occupation of the property because of the creation, existence, expansion, migration, or discharge of environmental impacts including, but not limited to, odor, vectors, organisms, particles, gases, chemicals, toxics, leachate, or other substances, whether airborne, waterborne or otherwise transmitted.

1. **Historical Building Parcel.** Subject to the conditions stated in this subsection, City may allow construction of an enclosed structure on the Historical Building Parcel described in the Specific Plan; provided the City has made a written determination that the use of such structure shall not expose the users thereof to unacceptable risks of injury or property damage caused by landfill gas migrating from the Coastal Landfill Parcel. City, in regulating the development of the Historical Building Parcel, shall not allow the construction of buildings or other enclosed structures or improvements of any kind, except drainage or water detention facilities, within 150 feet of the Coastal Landfill Parcel. City shall not permit the construction of any residential building on the Historical Building Parcel. City shall not permit any structure on any portion of the Historical Building Parcel to be used for residential use. City shall implement and enforce building requirements for all improvements constructed on the Historical Building Parcel in order to protect any occupants or users of such structures from being exposed to any hazard associated with the migration of landfill gas from the Coastal Landfill Parcel. City shall not permit any construction on the Historical Building Parcel until the owners of that Parcel have executed and recorded (1) an Access Easement from Vineyard Avenue to the Coastal Landfill Parcel in a form acceptable to VRSD, (2) a Declaration and Establishment of Covenants, Conditions and Restrictions in a form acceptable to VRSD, and (3) any subordination documents necessary to remove any cloud on the priority of the rights conferred by the easement and the declaration. City shall quitclaim all of its interest in the property covered by this access easement except for a nonexclusive right of way for ingress and egress to the Patterson Drain.

b. **Adjacent City Property.** City, in managing the use of City owned property in the Northwest Golf Course Community Specific Plan area, shall not construct or permit construction of enclosed structures within 300 feet of the Coastal Landfill Parcel, except for Specified Recreational

Uses related restrooms, snack shops with open air seating, and/or unenclosed shelters, and a Specified Recreational Use maintenance facility, and drainage facilities, provided all such improvements are designed and constructed to prevent the trapping or accumulation of landfill gas. City further acknowledges that the prior operation, closure and postclosure maintenance of the solid waste landfill located on the Coastal Landfill Parcel may adversely affect the use, enjoyment, and occupation of the City's property because of the creation, existence, expansion, migration, or discharge of environmental impacts including, but not limited to, odor, vectors, organisms, particles, gases, chemicals, toxics, leachate, or other substances, whether airborne, waterborne, or otherwise transmitted (collectively called "Environmental Impacts to City's Property"). City expressly assumes and accepts all risk of such Environmental Impacts to City's Property. City, for itself and on behalf of its transferees, assigns and successors in interest, hereby agrees to waive, release and forever discharge VRSD from any and all claims, demands, actions, causes of action, obligations, damages, liabilities, loss, cost or expense, including attorneys' fees and consultant fees, of any kind or nature whatsoever, whether for property damage, personal injury, death, or otherwise, past, present, or future arising from the Environmental Impacts to the City's Property, subject only to the limitation, to be narrowly interpreted to avoid diminution of the broad release intended here, that VRSD shall not conduct Landfill postclosure maintenance activities after the date of this Lease Agreement in a grossly negligent manner.

13. FLOOD CONTROL.

a. Patterson Drain. City holds an easement to the Patterson Drain as illustrated on Exhibit A. City shall be solely responsible for the maintenance of this drain, including the maintenance of any landscaping lying within the drainage easement. City shall hold harmless, defend and indemnify VRSD from any and all expense, liability or regulatory enforcement action relating to City's operation and/or maintenance of the Patterson Drain.

b. Victoria Avenue Drain and Flood Control Flap Gate. City shall hold harmless, defend and indemnify VRSD from any and all expense, liability or regulatory enforcement action relating to or arising out of the City's use, operation or maintenance of any Specific Plan area drainage features existing now or constructed in the future, including the Victoria Avenue drain, the Ventura County Flood Control flap gate, except to the extent caused by VRSD's acts, omissions or negligence.

c. VRSD Not Liable for Flood. VRSD shall not be liable for any injury, damage, or loss suffered, sustained or claimed by City or the employees of City or any other persons injured on the Premises, arising from or related to flood, seepage, other waters upon the Premises, drainage or lack of drainage, irrigation or lack of irrigation, or any causes beyond the control of VRSD unless such liability arises from VRSD's acts, omissions or negligence.

14. WATER

a. **Water Rights.** VRSD and City agree that any and all water rights or water entitlements appurtenant to the Coastal Buffer, Coastal Landfill, Bailard Buffer and Bailard Landfill Parcels (collectively "VRSD Parcels") shall remain the property of VRSD, and shall be deemed to benefit and run with VRSD's ownership of the VRSD Parcels. VRSD and City agree that any and all water rights or water entitlements appurtenant to the real property addressed by the Specific Plan, excluding the VRSD Parcels, but including the entire GMA allocation attributable to the Swift Well (Swift Allocation; State Well No. 2N/22W-29M1), shall be the property of the City upon transfer to the City of all real property necessary to implement the Specific Plan. Water rights or water entitlements addressed by this section include riparian, overlying or prescriptive water rights, and any and all allocation or entitlement granted under or pursuant to ordinances of the Fox Canyon Groundwater Management Agency ("GMA") or any government agency with authority to regulate groundwater use on the VRSD Parcels and the real property associated with the Specific Plan. VRSD shall allow City, and City shall allow VRSD, the right to use a portion of the water produced in accordance with the water rights and water entitlements under the terms and conditions described in this section; provided, however, that all such rights granted to City by VRSD under this Lease Agreement shall be subject to the rights of Lessee under the Gas Lease, including Section 9 thereof.

b. **VRSD Landfills GMA Allocation.** With respect to the Coastal Landfill and Bailard Landfill Parcels, GMA has authorized and issued to VRSD, through VRSD state well numbers 2N/22W-29D4, 29D5, 30C5, 30C6, 30K1 and 30L2, a total of 260.4 acre feet of baseline allocation ("VRSD Landfills Baseline Allocation"), 39.514 feet of historical allocation ("VRSD Landfills Historical Allocation"), and any credits accruing on the VRSD Landfills Historical Allocation (the VRSD Landfills Baseline Allocation and the VRSD Landfills Historical Allocation are collectively referred to as the "VRSD Landfills Allocation"). Effective upon City's assumption of surface maintenance responsibilities for the Coastal Landfill Parcel under Section 9(b) above, and continuing so long as City continues to be responsible for and provides the required surface maintenance for the Coastal Landfill Parcel City and VRSD agree that, subject to GMA or other regulatory requirements, water produced in accordance with the VRSD Landfills Allocation shall only be used as follows:

(i) City shall have the exclusive right to use, for the sole purpose of constructing and irrigating Specified Recreational Uses developed on the Coastal Landfill Parcel pursuant to the Specific Plan, 93 acre feet per year of VRSD Landfills Baseline Allocation and 17 acre feet per year of VRSD Landfills Historical Allocation ("City's Entitlement").

(ii) VRSD shall have the exclusive right to use 167.4 acre feet per year of VRSD Landfills Baseline Allocation, the acre feet per year of VRSD Landfills Historical Allocation remaining, if any, after City's use of City's Entitlement, and any GMA credits accruing on the VRSD Landfills Historical Allocation, for any use on the Bailard Landfill Parcel, and to meet regulatory offset requirements relating to VRSD's operations at its Toland Road Landfill ("VRSD Entitlement").

(iii) On or before October 1 of each year, VRSD shall provide written notice to the City of the amount (in acre feet), to be determined in VRSD's sole discretion, subject to GMA or other regulatory requirements, of the VRSD Entitlement that VRSD, subject to the mutual agreement of City and VRSD as to the price of water as described below, will provide to the City for the City's exclusive use in the calendar year during which the written notice is provided ("VRSD Designation"). City shall respond with a written notice of how much of the VRSD Designation City agrees to use ("City Notice"). City shall have the exclusive right to use the entire amount stated in the City Notice only for the calendar year for which the VRSD Designation applies, subject to the payment by City to VRSD of VRSD Water Fees as defined below. As used herein, "VRSD Water Fees" shall mean an amount calculated by multiplying the number of acre feet of water used by City times the price of water set annually by the mutual agreement of VRSD and City as to the price of water for each year. If there is no mutual agreement, VRSD shall not be obligated to provide a VRSD Designation. City shall make payment in full to VRSD for the amount of water designated in the City Notice within thirty (30) days of the date City and VRSD agree upon a price for the use of the water.

c. Other Water Rights Appurtenant to Premises. For so long as City assumes surface maintenance responsibilities for the Coastal Landfill Parcel, VRSD grants to City the right to exercise any and all riparian rights associated with the Premises.

d. Water Supply to Premises. City may provide water to the Premises through any facilities needed and necessary, including VRSD state well number 29D5 (Coastal Water Well), subject to the conditions and limitations in this Lease Agreement. In light of the duration of this Lease Agreement, City shall be responsible for, and bear the full expense of the operation and maintenance of the Coastal Water Well as though City were the owner of the well. City, in its sole discretion, and at its sole expense, may repair or abandon the Coastal Water Well. If City abandons the Coastal Water Well, VRSD and City shall cooperate in selecting the most effective location and arrangement of the replacement to the Coastal Water Well and associated piping. If VRSD and City cannot agree on such location and arrangement, then, subject to GMA regulation, City shall make those decisions in a manner that VRSD incurs no greater cost than would be the case if the location and arrangement proposed by VRSD were selected. Provided however, should this Lease Agreement terminate, City shall, at its sole expense, provide a replacement well equivalent to the Coastal Water Well on the Coastal Landfill Parcel.

e. Water Supply to Bailard Buffer Parcel. VRSD has historically relied on the water well located on the land owned by Raymond E. Swift, successor trustee, known as the Swift Well (State Well No. 29M1), to supply water to the Bailard Buffer Parcel and the Coastal Buffer Parcel. The Swift Well will be abandoned during construction of the development provided in the Specific Plan. City agrees that before the Swift Well is abandoned VRSD shall drill a new well on the Bailard Buffer Parcel to serve the Bailard Buffer Parcel, with capacity to serve the Coastal Buffer Parcel if this Lease Agreement is ever terminated. City shall reimburse VRSD for seventy-five percent (75%) of the capital costs of drilling and equipping a new well on the Bailard Buffer Parcel, provided that in no event shall City be obligated to pay VRSD more than seventy-five thousand

dollars (\$75,000) for such new well capital costs. City shall pay such costs within thirty (30) days of City's receipt of well cost invoices from VRSD. VRSD shall be solely responsible for compliance with any statutes, ordinances, rules or regulations applicable to the construction and operation of the new Bailard Buffer Parcel Well. VRSD shall be responsible for applying to GMA for permission to use an efficiency extraction to serve the Bailard Buffer Parcel. VRSD shall be solely responsible for the operation, maintenance, repair or replacement costs for the new Bailard Buffer Parcel well constructed pursuant to this paragraph.

Effective upon the GMA's approval of the assignment to the City of the Swift Allocation, and continuing through the term of this Lease Agreement, City shall make available for use by VRSD or its lessee, at the option of VRSD in its sole discretion and subject to approval by GMA if such approval is required, up to but no more than 110 acre feet per year of the Swift Allocation (VRSD Swift Entitlement) for use on the Bailard Buffer Parcel. Use by VRSD of the VRSD Swift Entitlement is contingent upon the GMA's approval of the assignment to the City of the Swift Allocation, and limited to that assigned amount recognized and approved by the GMA as corresponding to the historical irrigation of the Bailard Buffer Parcel using the Swift Allocation. Use by VRSD of the VRSD Swift Entitlement, if any is approved by the GMA, shall terminate, and all rights to the VRSD Swift Entitlement shall revert to the City, when the Bailard Buffer Parcel ceases to be used for commercial agricultural production at approximately the same level of production as exists at the time of execution of this Lease Agreement. Except as provided in this subparagraph 14(e), the City shall have no responsibility to provide water service, or any water rights or entitlement to VRSD for use on the Bailard Buffer Parcel.

f. Reporting and Payment of GMA and UWCD Pump Charges. City and VRSD shall coordinate, as frequently as necessary, their groundwater extraction reporting to the GMA and United Water Conservation District (UWCD) associated with the VRSD Landfills Allocation and, if applicable, VRSD Swift Allocation so that appropriate payment to the GMA and UWCD can be made timely for all groundwater extractions made hereunder by City, VRSD and VRSD's lessee. City shall be solely responsible for regional pump charges (i.e. UWCD and GMA pump charges, and any other pump charges that may be imposed by a court or water management agency other than City) associated with City's use of the City Entitlement and that amount of water designated in the City Notice. VRSD shall be solely responsible for regional pump charges associated with its or its lessee's use of the VRSD Entitlement. City and VRSD acknowledge and agree that the GMA imposes a penalty on water use above that made available through its allocations and that each entity is solely responsible for its individual penalties or surcharges associated with its or its lessee's respective overuse of groundwater.

g. Water Availability. City and VRSD acknowledge that neither City nor VRSD has made any representations, warranties or guarantees with respect to the availability, quantity or quality of any water supplies or sources which may be required by City for the operation of a golf course on the Premises. City acknowledges and agrees that City shall be solely responsible and liable for the acquisition of all water which may be required by City, as well as any and all water necessary for the conduct of its operations on the Premises, at City's sole costs and expense, including, but not limited to, all expenses related to all state or local water fees, charges,

assessments, annexation fees, connection fees, standby fees, levies, and other costs imposed to provide such water. In the event City purchases water from a water supplier or other party, City agrees to pay such water bills directly and to indemnify, defend and hold VRSD, and the Premises, harmless from any and all obligations for the payment of such bills.

h. New Regulations. If the GMA or any other regulatory agency adopts new requirements which reduce the GMA Allocation or otherwise restricts further the right to pump water for the VRSD Parcels, then the City Entitlement and the VRSD Entitlement shall be reduced proportionately based on the ratio between the two entitlements.

15. ASSESSMENTS. Except to the extent of any amount due as a result of VRSD's or the Lessee's use of utilities, City shall pay at its sole cost and expense, and prior to delinquency, all assessments, annexation fees, charges (excluding standard utility charges) and real property taxes levied, imposed or assessed upon the Premises and improvements thereon during the Lease term, including, but not limited to, the amount of all assessments, levies, taxes, imposts and other charges imposed or levied by United Water Conservation District ("UWCD"), Ventura County Groundwater Management Agency ("GMA"), Calleguas Municipal Water District, or any successor, replacement, assignee or substituted entity thereof, for any purpose, including, but not limited to, the provision of water, water facilities or related services and/or any other utility service to the Premises during the term of this Lease. City shall pay, at its sole cost and expense, and prior to any delinquency, all taxes and assessments imposed on any personal property or trade fixtures belonging to City and located on the Premises.

16. UTILITIES. City, at its sole cost and expense, shall pay for all utilities including, but not limited to, telephones, gas, electricity, water and sewage and rubbish removal used in or on the Premises, before the same become delinquent, and City shall hold VRSD harmless from any liability, cost or expense for such utility charges, except that VRSD shall bear the expense of utility services used by VRSD. the Lessee shall bear the Lessee's own utility service expenses.

17. EXTERNAL ACCESS. VRSD has access to the Premises from Victoria Avenue and Gonzales Road over rights of way over the Northwest Golf Course Community Specific Plan area as illustrated on Exhibit A by the easements recorded in the Official Records of Ventura, California ("Records") document number 94-125434 ("Buffer Access Easement") and records document number 86-043729 ("Coastal Access Easement"). City shall accommodate VRSD's access to the Premises by requiring that any development occurring over the Buffer Access Easement and/or the Coastal Access Easement, preserve or relocate adequate easements and roads for VRSD's right of way to the Premises.

18. INTERNAL ACCESS.

a. Subsurface Maintenance Access. During the term of this Lease Agreement, VRSD shall retain a non-exclusive right of way over the Premises and shall have the right, but not the obligation, to construct, repair, maintain and replace subsurface maintenance facilities and related landfill impact mitigation and remediation installations reasonably necessary to permit VRSD's

fulfillment of its landfill postclosure subsurface maintenance obligations. VRSD shall notify City of the location of and construction schedule for any new well or other subsurface facility prior to construction of such well or facility on either the Coastal Buffer Parcel or Coastal Landfill Parcel. City shall, at its expense, maintain roads which provide VRSD access to all subsurface maintenance facilities, including maintenance of the access roads which are located on the western, northern and eastern perimeter of the Coastal Landfill Parcel in the same condition as they exist as of the date of this Lease Agreement. City shall, at its expense, maintain or relocate other internal access roads on the Coastal Buffer Parcel and/or the Coastal Landfill Parcel, including the southern perimeter road existing on the Coastal Landfill Parcel as of the date of this Lease Agreement, to provide structurally reinforced all weather access, including cart paths, for VRSD staff and contractors to all subsurface maintenance facilities. All vegetation and golf course landscaping and other improvements shall be kept mowed, trimmed and/or maintained in a fashion that allows VRSD clear, unobstructed access to all such subsurface maintenance facilities and that provides adequate protection against fire hazard. City and VRSD agree that each shall carry out its responsibilities under this Section 18 without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

b. **Interference with Recreational Activities.** VRSD shall, to the extent reasonably and commercially practicable, avoid and minimize interference with Specified Recreational Uses. However, it is acknowledged that Specified Recreational Uses related activity may have to be temporarily diverted or stopped to allow VRSD to comply with postclosure regulatory requirements for monitoring and/or maintenance. VRSD shall not, under any circumstances, be responsible for consequential damages related to City's inability to provide recreational uses on the Premises, including any loss of golf course playing time. VRSD shall notify City of VRSD's maintenance schedule and reasonably coordinate its activities with the City's golf course operations. VRSD shall indemnify, defend and hold City harmless for any golf play caused damages or injuries sustained by VRSD employees who are on the Premises while golf is being played.

19. **TITLE.** City acknowledges review, approval and acceptance of the state of the title to the Premises as recorded in the Recorded Official Records of the County of Ventura. City shall not, at any time during the Lease term, encumber City's leasehold interest or VRSD's fee title by deed of trust, mortgage, lien or any other similar security instrument. City hereby agrees to indemnify and hold VRSD and the Premises free and harmless from all liability for any and all liens, mortgages, deeds of trust, claims and demands, including reasonable attorneys' fees, and all costs and expenses in connection therewith.

20. **REPAIRS AND RESTORATION.** City shall assume full responsibility for the maintenance and repair of the Premises except for any facilities owned or operated by the Lessee under the Gas Lease and, further, except for facilities maintained by VRSD in the discharge by VRSD of VRSD's subsurface maintenance of the closed Coastal Landfill, which facilities shall be interpreted to mean all gas migration monitoring and collection wells and piping, all equipment relating to the gas flare

station, all groundwater monitoring wells, all condensate collection tanks, all aerial survey plates (hereinafter "VRSD maintenance facilities"). Except for the VRSD maintenance facilities, City shall keep in good order, condition and repair the Premises and every part thereof, structural and non-structural, (whether or not such portion of the Premises requiring repair, or the means of repairing the same are reasonably or readily accessible to City, and whether or not the need for such repairs occurs as a result of City's use, any prior use, the elements or the age of such portion of the Premises), including, without limitation the generalization of the foregoing, all landscaping, driveways, roads, irrigation systems, parking lots, drainage improvements, fences, signs and all other improvements located on the Premises. Except as expressly stated herein to the contrary, it is intended by the parties hereto that VRSD has no obligation, in any manner whatsoever, to repair, maintain, replace, improve or otherwise perform any work whatsoever on the Premises. City expressly waives the benefit of any statute now or hereinafter in effect which would otherwise afford City the right to make repairs at VRSD's expense or to terminate this Lease Agreement because of VRSD's failure to keep the Premises in good order, condition and repair.

City, at City's cost and expense shall make all alterations, additions, or repairs to the Premises or the improvements or facilities on the Premises required by any valid law, ordinance, statute, order, or regulation now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity and arising from development or use of the Premises as a golf course. Further, City shall observe and comply with all valid laws, ordinances, statutes, orders, and regulations now or hereafter made or issued respecting the Premises or the improvements or facilities on the Premises by any federal, state, county, local or other governmental agency or entity. City and VRSD agree that City shall carry out its responsibilities under this Section 20 without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

21. INDEMNITY AND INSURANCE.

a. **Indemnity.** VRSD shall not be liable for any loss, damage or injury of any kind or character ("liability") to any person or property arising from City's use of the Premises, or any part thereof, or caused by any defect in any improvement constructed by or for City thereon or in any equipment or other facility therein constructed or furnished by or for City, or caused by or arising from any act or omission of City or of any of its agents, employees, licensees, or invitees, or by or from any accident on the Premises, or any fire or other casualty thereon, or occasioned by the failure of City to maintain the premises in safe condition; and City hereby waives on its behalf all claims and demands against VRSD for any such loss, damage or injury to City, and hereby agrees to indemnify, defend (by counsel selected by City after concurrence, which shall not be unreasonably withheld, by VRSD) and hold VRSD entirely free and harmless from all liability for any such loss, damage or injury to other persons, and from all costs and expenses arising therefrom except to the extent such liability is caused by VRSD's acts, omissions or negligence.

b. **Insurance.** City shall, at its sole cost and expense and at all times during the term of this Lease, maintain in force and effect risk management practices for the benefit of VRSD and City. City's risk management practices include a self-insured retention and excess insurance coverage for general liability. On the date of execution of this Lease Agreement the City is self-insured for comprehensive general liability to a limit of \$1,000,000 and has excess insurance coverage of \$24,000,000 to a limit of \$25,000,000. VRSD finds such practices and City's self-insured retention and excess insurance coverage to be satisfactory. City retains sole discretion to change its risk management practices during the term of this Lease Agreement, provided that such practices provide VRSD with protection from loss which is substantially equivalent to the protection afforded by City's risk management practices in effect on the date of this Lease Agreement. Throughout the term of this Lease Agreement VRSD shall be named as an additional insured under City's excess insurance coverage.

22. **ASSIGNMENT AND SUBLETTING.** As a material component of the consideration for this Lease Agreement, City agrees that City shall not assign or sublease the Premises without VRSD's consent, which can be arbitrarily withheld for any reason whatsoever; and VRSD agrees that VRSD shall not assign its rights or duties under this Lease Agreement without City's consent, which can be arbitrarily withheld for any reason whatsoever. Any net rent paid to City by any assignee or sublessee not consented to by VRSD shall be paid by City to VRSD.

23. **DEFAULT.**

a. **Default by City.** Each of the following events shall be deemed to be an event of default hereunder:

- (i) If City shall fail, neglect or refuse to pay any monies due hereunder or under the Agreement for Waste Disposal and/or Water and Wastewater Service Agreement, at the time and in the amount as therein provided, and if any such default should continue for more than thirty (30) days after notice thereof in writing given to City; or
- (ii) If City shall fail to commence and thereafter to continuously conduct its operations on the Premises within the times and in the manner herein provided; or fail to use, maintain and operate the Premises as herein required or abandon the property, and if any such default should continue for more than thirty (30) days after notice thereof in writing given to City; or
- (iii) If City shall fail, neglect or refuse to keep and perform any of the other covenants, conditions, stipulations or agreements herein agreed to be performed by City, and such default, if of a nature which can be cured, continues for more than fifteen (15) days after notice thereof in writing given to City by VRSD (no notice to be required or right to cure to apply to defects which cannot be cured); provided, however, in case of any default which involves the making of repairs or other matters reasonably requiring a longer

period of time to cure than thirty (30) days, City shall be deemed to have complied with such notice if City has commenced to comply with such notice within thirty (30) days and thereafter diligently completes such cure; but for any failure to timely so complete such cure, no further notice or right to cure need be given; or

- (iv) If any voluntary petition in bankruptcy or similar debtor's pleading under any section or sections of any bankruptcy act shall be filed by City, or if any voluntary proceeding in any court or tribunal shall be instituted to declare City insolvent or unable to pay City's debts, or to effect upon City a plan of liquidation, composition or reorganization, or if any involuntary proceeding of the aforesaid nature be filed and City consents thereto or agrees therein by pleading or default, or if City makes any assignment of its property for the benefit of creditors, or the Premises are taken under a levy of execution or attachment in an action against City, or if a trustee or receiver is appointed over any substantial portion of City's assets or City's operations on the Premises, then neither this Lease nor any interest of City in or to the Premises shall become an asset in any such proceeding, and if any of the aforesaid occurrences is not dismissed or discharged within fifteen (15) days after VRSD's demand, or thirty (30) days after such occurrence, whichever date first occurs.

b. **Default by VRSD.** If VRSD shall fail, neglect or refuse to keep and perform any of the other covenants, conditions, stipulations or agreements herein agreed to be performed by VRSD, and such default, if of a nature which can be cured, continues for more than thirty (30) days after notice thereof in writing given to VRSD by City (no notice to be required or right to cure to apply to defects which cannot be cured); provided, however, in case of any default which involves the making of repairs or other matters reasonably requiring a longer period of time to cure than thirty (30) days, VRSD shall be deemed to have complied with such notice if VRSD has commenced to comply with such notice within thirty (30) days and thereafter diligently completes such cure; but for any failure to timely so complete such cure, no further notice or right to cure need be given.

c. **VRSD Remedies.** Upon an event of City's default hereunder, VRSD shall have the right at any time thereafter to terminate this Lease forthwith and reenter the Premises and take possession thereof and remove all persons therefrom, whereupon City shall have no further claim thereto but shall not be released from any obligations accruing hereunder prior to the date of termination or surviving any termination and VRSD shall have the further right to exercise any other right now or hereafter afforded by law.

d. **City Remedies.** Upon an event of VRSD's default hereunder, City shall have the right at any time thereafter to terminate this Lease forthwith, but City shall not be released from any obligations accruing hereunder prior to the date of termination or surviving any termination and City shall have the further right to exercise any other right now or hereafter afforded by law.

c. Alternative Dispute Resolution Remedy.

(1) The parties agree to cooperate to implement this Lease Agreement. In the event of any dispute hereunder, the parties shall meet within five days of a written notice from either party requesting informal dispute resolution. The complaining party shall send such notice prior to initiating arbitration or other remedies available hereunder.

(2) Agreement to Arbitrate Limited Issues: The parties hereto for themselves and for their successors and assigns agree to submit disputes concerning the interpretation or enforcement of rights and duties under sections 8, 9, 10, 11, 14, 16, 17 or 20 of this Lease Agreement to final and binding arbitration in Ventura County, California. Such arbitration shall comply with and be governed by the provisions of the California Arbitration Act contained in *Code of Civil Procedure* §§ 1280, et seq., including any subsequent amendments thereto and shall not include the right of discovery. The following matters are excluded from arbitration hereunder:

(a) Any action not concerning the interpretation or enforcement of rights and duties under Sections 8, 9, 10, 11, 14, 16, 17 or 20 of this Lease Agreement; or

(b) Any claim seeking more than \$25,000 in damages or recovery (increased 2% per year during the term of this Lease); or

(c) Any action seeking equitable relief other than declaratory relief as to the meaning of a provision of Sections 8, 9, 10, 11, 14, 16, 17 or 20, provided that any declaratory relief award shall not serve as a precedent controlling a claim seeking more than \$25,000 in damages or recovery (increased 2% per year during the term of this Lease).

The prevailing party shall be entitled to recover reasonable attorney fees and costs incurred in such arbitration which fees and costs shall not be added to the computation of the monetary jurisdiction limits specified above. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction or other provisional remedy shall not constitute a waiver of the right to arbitrate under this provision. With respect to all other issues excluded from arbitration hereunder, the parties may seek all available remedies in the court of competent jurisdiction in the County of Ventura, California.

3. Appointment of Arbitrators: If the parties are unable to agree on a single person to arbitrate such dispute within 15 days after a written demand for arbitration has been served by the demanding party upon the other party, then the selection of an arbitrator shall be made pursuant to the *California Code of Civil Procedure* §§1280, et seq., including any subsequent amendments thereto. The parties shall advance arbitrator's fees, as incurred, proportioned between them as the arbitrator shall determine, but the cost of arbitration shall ultimately be borne entirely by the losing parties or in such other manner as the arbitrator shall decide.

4. Power of Arbitrators: The provisions of this paragraph are an express limitation upon the jurisdiction of the arbitrator, the violation of which constitutes an act by the

arbitrator in excess of his/her power and a basis for vacating the award pursuant to *California Code of Civil Procedure* §1286.2(d). The arbitrator shall follow substantive California law applicable to the issues which are the subject of the arbitration. The arbitrator shall prepare and serve written findings of fact and conclusions which adequately set forth the basis of his decision. Should any party, after proper notice, fail or refuse to participate in the arbitration, or any part thereof, the arbitrator will have the full power to proceed, to take evidence from those parties appearing and participating, and to perform any other acts necessary to arbitrate the matter. The arbitrator shall have no power to make an award or impose a remedy that is not available to a court of general jurisdiction sitting in the County of Ventura or was not requested by a party. In no event shall the arbitrator have the authority to award punitive or exemplary damages or to issue any award relating to matters excluded from arbitration by subsection e.(2) above. The award of the arbitrator shall be enforceable according to the applicable provisions of the *California Code of Civil Procedure*. Judgment upon the award rendered by the arbitrator may be entered in any court having the requisite jurisdiction.

5. **Expedience:** If the arbitrator does not render and serve upon both parties a final award with written findings of fact and conclusion within 60 days of completion of the submission of evidence, the arbitration and the obligation to arbitrate the dispute may, at either party's election, be canceled, by written notice to the other party, and the parties shall be free to pursue other remedies legally available, and any pertinent claims requirement or statute of limitations shall be deemed to have been tolled for the period the arbitration procedure was ongoing.

24. **TERMINATION**

a. **Termination.** In addition to any event of termination arising from a party's exercise of its rights and/or remedies under the provisions of Section 23 (Default) above, this Lease Agreement shall terminate immediately, without further notice, in the event any of the following circumstances occur.

- (i) City has not commenced construction of Specified Recreational Uses on the Premises by November 12, 2005; or
- (ii) City abandons or vacates the Premises for ninety (90) days; or
- (iii) City surrenders possession of the Premises, if City provides VRSD with sixty (60) days written notice of surrender.

b. **Return of Property.** Upon expiration or sooner termination of the Lease Agreement term, City shall quit the Premises together with the improvements, alterations, modifications, additions, fixtures, parts and surfaces thereof, clean and free of debris and in good operating order, condition and state of repair, reasonable wear and tear excepted. Reasonable wear and tear shall not include any damage or deterioration that would have been prevented by good and regular

maintenance, repair and safety practice or by City performing all of its obligations under this Lease Agreement.

c. **Maintenance of Premises After Termination.** Upon termination of this Lease Agreement, VRSD shall be solely responsible for all liability and expense of the maintenance of the Premises, provided that with respect to termination of the lease of the Coastal Landfill Parcel, VRSD shall comply with all Coastal Landfill Postclosure Maintenance obligations, except for any liability arising from City's negligence, and further provided that, except in the case of termination due to VRSD's default, City shall pay VRSD for all costs, expenses and liabilities incurred by VRSD from the date of termination through December 21, 2025, as a result of any new postclosure maintenance requirement imposed because of development or use of the Premises for Specified Recreational Uses prior to termination, including, but not limited to, additional monitoring of groundwater and/or gas, imposed upon VRSD as a result of the revised Postclosure Plans and/or other regulatory documents relating to the Specified Recreational Uses. In the event of termination arising out of City's decision to not proceed with development of Specified Recreational Uses, City and VRSD, shall cooperate to seek revision of any new postclosure maintenance requirements imposed because of the anticipated development and use of the Premises for Specified Recreational Uses.

25. **HAZARDOUS MATERIALS.** City shall not spray, spread, irrigate, inject, deposit, dispose or otherwise apply under, on or upon the Premises any fertilizer, chemicals, waste products, or other substances which are toxic, hazardous or otherwise inappropriate or illegal for application upon agricultural or horticultural real property, except as reasonably necessary for City to conduct golf course activities on the Premises in accordance with applicable laws, rules, regulations, permit conditions and any manufacturer or supplier guidelines. City shall not use, generate, manufacture, produce, store, treat, dispose or permit the escape on, under, about or from the Premises, or any part thereof, any asbestos or any flammable, explosive, radioactive, hazardous, toxic, contaminating, polluting matter, waste or substance or related injurious materials, whether injurious by themselves or in combination with other materials. If City breaches the obligations stated in the preceding sentence, or if the presence of hazardous material on the Premises caused or permitted by City results in contamination of the Premises, or if contamination of the Premises by hazardous material otherwise occurs for which City is legally liable to VRSD for damage resulting therefrom, then City shall indemnify, defend and hold VRSD harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including without limitation diminution in value of the Premises, damages for the loss or restriction on use of rentable or useable space of any amenity of the Premises, damages arising from any adverse impact on developing or marketing the Premises and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the term of the Lease Agreement as a result of such contamination.

26. **SERVICE AGREEMENTS.**

a. **Agreement for Waste Disposal.** City performance of all City obligations under the Agreement for Waste Disposal is an express, material obligation of its performance under this Lease Agreement.

b. Water and Wastewater Services Agreement. City performance of all City obligations under the Water and Wastewater Services Agreement is an express, material obligation of its performance under this Lease Agreement.

c. Additional Waste Disposal Service Agreement.

(1) If, at any time during the term of the Agreement for Waste Disposal, City or City's designee for solid waste hauling or processing does not have in effect one or more contracts for solid waste disposal at a landfill for some or all of the tons of solid waste generated in City, other than the Agreement for Waste Disposal, VRSD may offer City a proposal for a contract for solid waste disposal at the Toland Landfill for all or part of such tons that are not subject to another contract.

(2) A contract will be deemed to be in effect if: (i) the contract was in effect on the effective date of this Lease Agreement and has not expired or been terminated, either because the original term of the contract is in effect or because the contract is renewed or extended before expiration or termination; or (ii) City entered into the contract after the effective date of this Lease Agreement after giving VRSD an opportunity to offer a proposal, and VRSD did not offer a proposal or VRSD's proposal was not the lowest total cost alternative; or (iii) City's designee for solid waste hauling or processing entered into a contract before or after the effective date of this Lease Agreement. A contract that is in effect may be amended as the parties thereto agree, including but not limited to amendments that affect the number of tons that are subject to the contract, the compensation paid, or the term of the contract.

(3) If a contract proposal made by VRSD to City provides City with the lowest total cost alternative for solid waste disposal at a landfill, City shall accept the proposal and enter into a contract with VRSD for disposal at the Toland Landfill of the number of tons proposed by VRSD at the price proposed by VRSD. The maximum term of such contract shall be five years with an option given to City to renew for an additional five years. VRSD and City shall negotiate in good faith as to any other provisions of the contract, but nothing in this Lease Agreement requires VRSD or City to agree to any other proposed provision of the contract.

(4) In determining whether VRSD has offered City the lowest total cost alternative for solid waste disposal at the landfill, VRSD and City shall compare the tipping fee offered by VRSD and the total cost to City of transportation and disposal at the Toland Landfill to the tipping fee offered by any other proposed contractor and the total cost to City of transportation and disposal at the proposed contractor's landfill.

(5) If a proposed contractor other than VRSD does not wish to make public the tipping fee or any other monetary incentives offered to City, VRSD and City shall devise a procedure, consistent with any State statutes applicable to VRSD and City, whereby a neutral third party chosen mutually by VRSD and City shall obtain the information from City and the proposed contractor in confidence and determine whether VRSD or the proposed contractor offers City the lowest total cost alternative for solid waste disposal at a landfill.

(6) Nothing in this Lease Agreement requires VRSD to make such a proposal or prohibits City from entering into a contract for solid waste disposal with a contractor other than VRSD if VRSD does not make such a proposal or if VRSD's proposal is not the lowest total cost alternative for solid waste disposal at a landfill.

(7) City's designee for solid waste hauling or processing may enter into contracts without regard to this Lease Agreement.

27. **CONDEMNATION.** If all or part of the Premises and/or any part of the Coastal Buffer Parcel or the Coastal Landfill Parcel shall be taken or condemned for a public or quasi-public use, all compensation awarded upon such condemnation or taking shall go to VRSD, and City shall have no claim thereto, and City hereby irrevocably assigns and transfers to VRSD any right to compensation or damages or bonus value of the Lease Agreement to which City may become entitled during the term hereof by reason of the condemnation of all or a part of the Premises; provided, however, that in any condemnation proceeding in which City is not the condemning agency, any portion of said compensation or damages attributable to golf course improvements on the Premises constructed by City shall be paid to City up to the total actual cost of construction incurred by City.

28. **MISCELLANEOUS**

a. **Notices.** All notices, requests or demands required or permitted to be given under this Agreement shall be in writing and shall be delivered to the party to whom notice is to be given either (a) by personal delivery (in which event such notice shall be deemed given on the date of delivery), or (b) by first class United States mail, postage prepaid, registered or certified, return receipt requested (in which event such notice shall be deemed given two (2) days after the date of deposit in the mail), and addressed as follows:

City:

City of Oxnard
300 West Third Street
Oxnard, California 93030
Attention: City Manager

VRSD:

Ventura Regional Sanitation District
1001 Partridge Drive, Suite 150
Ventura, California 93003
Attention: General Manager

b. **Incorporation of Exhibits.** All Exhibits referred to herein are deemed incorporated herein, as if fully set forth herein.

c. **Amendment.** Neither this Agreement, nor any term, covenant, condition or duty contained herein, may be altered, changed, waived, discharged or terminated, except by an instrument in writing signed by the party against whom enforcement of the alteration, change, waiver, discharge or termination is sought. Each party acknowledges and agrees that no agent of any party shall have any actual or apparent authority to rely upon or assert any purported, implied or oral amendment or modification hereof. Each party waives the future right to claim, contend or assert that this Agreement was modified, canceled, superseded or changed by an oral agreement, course of conduct, estoppel or any other occurrence.

d. **Entire Agreement.** This Agreement, together with all instruments, exhibits, schedules and other agreements being executed and delivered simultaneously with or pursuant to this Agreement, or which are incorporated herein by reference, shall constitute the entire agreement among the parties to this Agreement pertaining to the subject matter hereof and supersede all prior understandings and negotiations, whether oral or written. The parties represent that there are no collateral agreements or side agreements not otherwise provided for within the terms of this Agreement. Each party acknowledges that it has expressly bargained for a prohibition of any implied or oral amendments or modifications of any kind, nature or character. Each party acknowledges and agrees that (1) this Agreement is fully integrated and requires no parol evidence to reflect the intentions of the parties, (2) the literal words of this Agreement shall and do govern the transactions described herein, and (3) prior negotiations, drafts and other extraneous communications shall have no significance or evidentiary effect whatsoever.

e. **Captions and Headings.** The captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation of any provision of or the scope or intent of this Agreement.

f. **No Course of Conduct.** At no time shall the prior or subsequent course of conduct by any of the parties hereto directly or indirectly limit, impair or otherwise adversely affect any of the rights or remedies of any party in connection with this Agreement, or detract from or otherwise affect the literal interpretation and effect of this Agreement, since the parties hereto agree that this Agreement shall only be amended by written instruments executed by the parties, as provided herein.

g. **Interpretation.** This Agreement shall be construed to liberally effectuate the rights and remedies of the parties as expressed herein, and neither such principle of interpretation nor the express language of this Agreement shall be impaired or adversely affected by any prior discussion, form or draft of this Agreement. The deletion of any provision from a prior draft of this Agreement shall not, and shall not be deemed to, constitute (and shall not be used as) evidence of any fact or interpretation, since the parties may disagree as to the meaning and effect of such a deletion, as well

as to their respective reasons for agreeing to such a deletion, and no prior draft of this Agreement shall be admissible as evidence of the meaning of this Agreement.

h. **Construction.** When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural and the masculine shall include the feminine and neuter and vice versa. The word "person" as used herein shall include any individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

i. **Time Is of The Essence.** Time is of the essence in this Agreement, and all deadlines shall be strictly adhered to, unless otherwise provided herein. Any failure or refusal to timely perform any action or duty, no matter how minor or trivial the delay may be, but subject to any applicable grace period, shall be deemed a material breach of this Agreement.

j. **Governing Law.** This Agreement shall be deemed to have been entered into and performed in Ventura County, State of California. All questions of validity and interpretation or performance of any of its terms or any rights or obligations of the parties to this Agreement shall be governed by California law. Any action arising under this Agreement must be initiated, maintained and prosecuted solely in the County of Ventura, State of California.

k. **No Waiver.** The waiver by any party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver of any other covenant, condition or promise. The waiver by any party of the time for performing any act shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The delay or forbearance by either party in exercising any remedy or right, the time for the exercise of which is not specifically and expressly limited or specified in this Agreement, shall not be considered a waiver of, or an estoppel against, the later exercise of such remedy or right. The exercise of any remedy provided in this Agreement shall not be a waiver of any remedy provided by law, and the provisions in this Agreement for any remedy shall not exclude any other remedy unless it is expressly excluded. Any provision of this Agreement may be waived by the party for whose benefit it is made, but no waiver shall be effective unless it is in writing and signed by the waiving party or an authorized representative of the waiving party.

l. **Representation.** The parties hereby acknowledge that each has been represented by independent counsel in negotiation of this Agreement. VRSD has been represented by Mark A. Zirbel, a member of the firm of Arnold, Mathews, Wojkowski & Zirbel, and City has been represented by Gary L. Gillig, City Attorney. The counsel representing each party was of his or her own choosing and this Agreement has been read by the parties and has been explained to them by their respective counsel as to its meaning and legal consequences. The parties have reviewed this Agreement with their respective counsel and have received from their respective counsel satisfactory answers and explanations regarding all matters contained herein as to which they may have had any questions whatsoever. This Agreement or any provision hereof shall be fairly interpreted and shall not be construed strictly against either party on the basis that either party is the drafter of this Agreement or any specific provision hereof.

m. **Attorneys Fees.** In the event of any claim, dispute or controversy arising out of or relating to this Agreement, including an action for declaratory relief, the prevailing party in such action or proceeding shall be entitled to recover its court costs and reasonable out-of-pocket expenses not limited to taxable costs, including but not limited to phone calls, photocopies, expert witnesses, travel, etc., and a reasonable attorneys fee to be fixed by the court. Such recovery shall include court costs, out-of-pocket expenses and attorneys fees on appeal, if any. The court shall determine who is the "prevailing party." If either party is reasonably required to incur such out-of-pocket expenses and attorney's fees as a result of any claim arising out of or concerning this Agreement or any right or obligation derived hereunder, then the prevailing party shall be entitled to recover such reasonable out-of-pocket expenses and attorneys fees whether or not action is filed.

n. **No Partnership.** Nothing contained in this Agreement shall be construed as or be deemed to create any association, partnership or other business organization as between the parties to this Agreement.

o. **Further Assurances.** The parties agree to execute all documents and instruments and to take all action as may be specifically provided for herein, and shall use their best efforts to accomplish the provisions hereof. As to each document to be prepared, signed, delivered, filed and/or recorded as described herein, any such document, instrument or deed may be hereafter modified or amended in an insubstantial and immaterial manner as reasonably approved by legal counsel to the parties hereto and executed by the parties or their successors and assigns on or before the date such documents are recorded. VRSD's General Manager and City's City Manager are hereby authorized to execute all such documents and instruments and other related documents, including escrow instructions, or take other action consistent with this Lease Agreement and the other agreements referred herein in order to carry out the intent of this Lease Agreement. Each party shall diligently and in good faith pursue the performance of this Agreement and the satisfaction of all contingencies subject to their approval.

p. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part thereof; and the remaining provisions hereof will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

q. **Successors.** Except as otherwise provided herein, this Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

r. No Third Party Benefitted. Nothing in this Agreement, whether express or implied, shall be intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor shall anything in this Agreement relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

s. Amended and Restated Lease. This Lease Agreement replaces and completely supercedes the Golf Course Lease and Landfill Postclosure Maintenance Agreement made by VRSD and City November 14, 2000. This Lease Agreement also replaces and completely supercedes the Golf Course Stockpile Site Lease made by VRSD and City July 1, 2001, and said Stockpile Site Lease shall be deemed terminated effective June 30, 2002; provided, that the provisions of Section 24 of said Stockpile Site Lease shall remain in effect. City shall be entitled to maintain the soil stockpile located on the Coastal Buffer Parcel as of June 30, 2002 for use in preparing the Premises for Specified Recreational Uses.

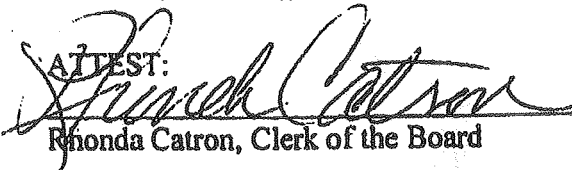
"VRSD"

VENTURA REGIONAL SANITATION
DISTRICT

By:


David Bury, Chairman
Board of Directors

ATTEST:


Rhonda Catron, Clerk of the Board

APPROVED AS TO FORM:

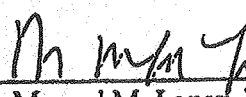

Mark A. Zirbel,
Arnold, Mathews, Wojkowski & Zirbel, LLP
General Counsel

VRSD\General\Documents\ Oxnard Lease3

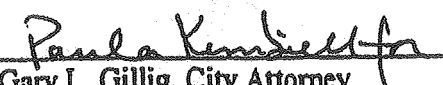
"City"

CITY OF OXNARD

By:


Dr. Manuel M. Lopez, Mayor

APPROVED AS TO FORM:


Gary L. Gillig, City Attorney

SANTA CLARA RIVER

SANTA CLARA RIVER

BALLARD LANDFILL

BALLARD
BUFFER
PARCEL

COASTAL
BUFFER
PARCEL

COASTAL
LANDFILL
PARCEL

SANTA CLARA LANDFILL PARCEL
(RIVER RIDGE GOLF COURSE)

ADJACENT CITY
GOLF PARCEL

ADJACENT DEVELOPMENT PARCEL

VICTORIA AVE
VICTORIA DRAIN

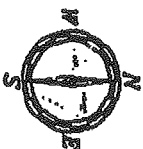
CONZUELO RD

EAST TERRON RD

VENTURA RD

LEGEND

- WATER PRODUCTION WELLS
- GROUNDWATER RECHARGE WELLS
- GAS NOODLING PILES
- GAS CONDENSATE TANKS
- GAS PNEUMATICS
- LANDFILL GAS PRODUCTION (BURIED)
- WIND PROPERTY BOUNDARY



VICINITY MAP
EXHIBIT A TO GOLF COURSE LEASE AND LANDFILL
POSTCLOSURE MAINTENANCE AGREEMENT BETWEEN
VENTURA REGIONAL SANITATION DISTRICT AND CITY OF
OXNARD

ISSUANCE BY: DWD

DATE: February 14, 2000

**GOLF COURSE LEASE AND
LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT**

**EXHIBIT B
(BAILARD BUFFER PARCEL)**

Being Portions of Parcel B, Subdivision No. 4, Rancho El Rio De Santa Clara O' La Colonia as per map recorded in Book 3, Page 44 of Miscellaneous Records (maps), in the Office of the County Recorder, County of Ventura, State of California.

Commencing at the Westerly terminus of the third course of Parcel A as per that certain Deed recorded in Book 4445, Page 904 of Official Records, in the Office of the County Recorder of said county; thence along the boundary of said Deed recorded in Book 4445, Page 904, South $1^{\circ} 27' 16''$ West 350.15 feet to the True Point of Beginning; thence continuing along the boundary of Parcel A per said Deed in Book 4445, Page 904 the following 5 courses,

- 1st: North $89^{\circ} 45' 45''$ East 85.54 feet to a point; thence,
- 2nd: South $1^{\circ} 27' 16''$ West 138.48 feet to a point; thence,
- 3rd: Southerly and Southwesterly along a curve concave Northwesterly, having a radius of 1415.58 feet at a central angle of $37^{\circ} 14' 52''$, the radial of which at said point bears North $76^{\circ} 36' 31''$ West, an arc distance of 920.26 feet to a point; thence,
- 4th: South $50^{\circ} 47' 01''$ West 399.53 feet to a point; thence,
- 5th: Southwesterly along a tangent curve concave Southeasterly, having a radius of 1575.00 feet and a central angle of $21^{\circ} 40' 00''$, an arc distance of 599.72 feet to a point in the Westerly line of said Parcel B; thence Northerly along the Westerly line of said Parcel B,
- 6th: North $1^{\circ} 15' 41''$ East 1610.81 feet to the Southwesterly corner of that certain Deed recorded in Book 4437, Page 688 of Official Records in the Office of the County Recorder of said county; thence Easterly along the Southerly line of last said Deed,
- 7th: North $89^{\circ} 45' 45''$ East 1053.58 feet to the True Point of Beginning.

**GOLF COURSE LEASE AND
LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT**

**EXHIBIT C
(COASTAL BUFFER PARCEL)**

Being Portions of Parcel B, Subdivision No. 4, Rancho El Rio De Santa Clara O' La Colonia as per map recorded in Book 3, Page 44 of Miscellaneous Records (maps), in the Office of the County Recorder, County of Ventura, State of California.

Commencing at the Northwest corner of Parcel B, as shown on that certain map filed in Book 30, Pages 22 and 23 of Parcel Maps, in the Office of the County Recorder of said county; thence Easterly along the Northerly line of Parcel B of said Parcel Map, south $89^{\circ} 02' 49''$ East to the Northeast corner of Parcel B of said Parcel Map, said Northeast corner also being the True Point of Beginning; thence Easterly along a prolongation of the North line of Parcel B of said Parcel Map.

- 1st: South $89^{\circ} 02' 49''$ East 817.92 feet to an intersection with the Westerly line of that certain Deed recorded July 15, 1988 as Document no. 88-099785 of Official Records; thence Northerly along said Westerly line,
- 3rd: North $01^{\circ} 15' 31''$ East 1672.65 feet to an intersection with the Southeasterly line of Parcel A as per that certain Deed recorded in Book 4445, Page 904 of Official Records, in the Office of the County Recorder of said county, said intersection also being a point on a curve concave Northwesterly having a radius of 1721.73 feet, a radial line to said curve bears South $58^{\circ} 29' 32''$ East; thence Southwesterly along the Southeasterly line of said Deed the following 4 courses,
- 4th: Southwesterly along said curve through a central angle of $20^{\circ} 29' 41''$ an arc distance of 615.86 feet; thence,
- 5th: South $50^{\circ} 47' 01''$ West 408.00 feet to the beginning of a tangent curve concave Southeasterly having a radius of 1380.00 feet; thence,
- 6th: Southwesterly and Southerly along said curve through a central angle of $41^{\circ} 11' 11''$ an arc distance of 992.00 feet; thence,
- 7th: South $09^{\circ} 35' 50''$ West 99.77 feet to an intersection with the Northerly line of Parcel B of said Parcel Map; thence Easterly along said Northerly line,
- 8th: South $89^{\circ} 02' 49''$ East 374.37 feet to the True Point of Beginning.

**GOLF COURSE LEASE AND
LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT**

**EXHIBIT D
(COASTAL LANDFILL PARCEL)**

Parcel 1 (Landfill)

Fee simple title in and to a portion of Parcel A of Subdivision No. 4 of the Rancho El Rio de Santa Clara o'La Colonia, in the County of Ventura, State of California, as shown on the map recorded in the Office of the Ventura County Recorder in Book 3, Page 44, of Miscellaneous Records, described as follows:

Beginning at the Southwest corner of the property deeded to the City of Oxnard and described in Book 3290, Page 40 of Official Records of said County, said point being the Westerly terminus of the sixth course of Annexation No. 68-10 to said City as filed with the Secretary of State on July 8, 1968; thence Northerly 115 feet along the seventh course of said annexation to the True Point of Beginning; thence,

- 1st: South 87° 47' 14" West 1194.27 feet; thence,
- 2nd: South 1° 27' 42" West 177.54 feet; thence,
- 3rd: South 51° 41' 00" West 119.00 feet; thence,
- 4th: Southerly along a curve concaved Westerly having a central angle of 3° 48' 56", radial bearing of South 71° 32' 56" East and radial distance of 1721.73 feet. This same curve has an arc distance of 114.66 feet to a point in the Westerly line of said parcel "A", (3 M.R. 44) thence,
- 5th: South 1° 15' 50" West 1926' along the Westerly line of Parcel "A"; thence along a line parallel to the Southerly line of said Parcel "A",
- 6th: East 1321.98 feet more or less to a point in the East line of Parcel "A", (3 M.R. 44) said point also lying in the Southerly prolongation of the Westerly line of Parcel "B" of Annexation to the City of Oxnard 77-4 as filed with the Secretary of State on November 7, 1978; thence along said Southerly prolongation and the Westerly line of said annexation,
- 7th: North 1° 15' 50" East 2325.22 feet to the True Point of Beginning and containing approximately 69.3 acres.

Parcel 2 (Patterson Drain West of Landfill)

That portion of Parcel B of Subdivision No. 4 of the Rancho El Rio De Santa Clara O'La Colonia, in the County of Ventura, State of California, as shown on the Map recorded in the Office of the Ventura County Recorder in Book 3, Page 44 of Miscellaneous Records.

Being a strip of land 120 feet in width, the Easterly line thereof being the Westerly line, and Southerly prolongation thereof, of Parcel 1 (Landfill Parcel) as described in the Deed to Ventura County Regional Sanitation District, recorded April 14, 1986 as Instrument No. 86-043729 of Official Records.

Said strip of land to terminate Northwesterly in the Southeasterly line of Victoria Avenue, as described in Parcel A in the Deed to County of Ventura, recorded August 13, 1975, as Document No. 54364, in Book 4445, Page 904 of Official Records, and to terminate in an line parallel with and distant Southerly 120.00 feet from the Westerly prolongation of the Southerly line of said Parcel 1 (Landfill Parcel).

Parcel 3 (Patterson Drain South of Landfill)

That portion of Parcel A of Subdivision No. 4 of the Rancho El Rio De Santa Clara o'La Colonia, in the County of Ventura, State of California, as shown on the map recorded in the office of the Ventura County Recorder in Book 3, Page 44 of Miscellaneous Records.

Being a strip of land 120 feet in width, the Northerly line thereof being the Southerly line of Parcel 1 (Landfill Parcel) as described in the Deed to Ventura Regional Sanitation District, recorded April 14, 1986 as Instrument No. 86-043729 of Official Records.

Said strip of land to terminate Easterly and Westerly in the Easterly and Westerly lines of said Parcel A.

EXCEPT all oil, gas, other hydrocarbon substances and minerals in and under said Parcels 1, 2 and 3.

EXHIBIT D-1

Agreement No. 7167-15-CM
VRSD Contract No. 15-027

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into in the County of Ventura, State of California, this 8th day of June, 2015, by and between the City of Oxnard, a municipal corporation ("City"), and Ventura Regional Sanitation District ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; 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 City Manager or designated Department Head ("Manager"), subject to the direction of the City Manager or Department 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 by June 30, 2016. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Frank Kiesler as its principal-in-charge and person responsible for necessary coordination with 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. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2016.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$75,050.91 for the Services at rates provided in Exhibit B attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services.

c. 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.

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

e. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. 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 Manager 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 the 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. Non-Appropriation of Funds

Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. 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 Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

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 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 Manager.

21. Indemnity

a. 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.

b. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that

liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. 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

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in Exhibit INS-C, 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.

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-C. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-C.

c. 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

a. 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.

b. 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.

c. 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 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. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant 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, Consultant 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 Consultant's personnel providing the Services set forth in this Agreement.

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 Manager, 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

a. 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.

b. 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.

c. 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.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager 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

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

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

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to, Ventura Regional Sanitation District, 1001 Partridge Drive, Suite 150, Ventura, California 93003 Attention: Frank Kiesler.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, General Services Department, Oxnard, California 93030, Attention: Michael Henderson.

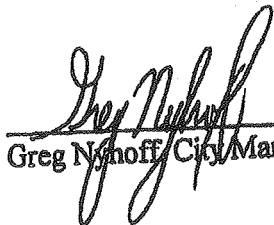
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City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

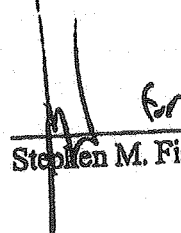
City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD



Greg Nyhoff, City Manager

APPROVED AS TO FORM:



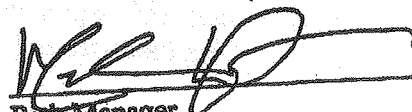
Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:



Michael Henderson, General Services Director

APPROVED AS TO INSURANCE:



Risk Manager

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

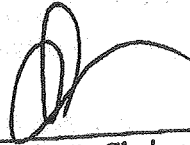
APPROVED AS TO FORM:

ARNOLD, LaROCHELLE, MATHEWS,
VANCONAS & ZIRBEL LLP



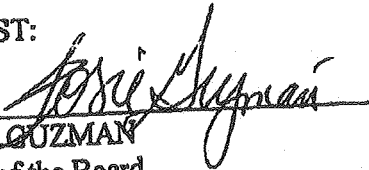
MARK ZIRBEL
Legal Counsel for DISTRICT

VENTURA REGIONAL
SANITATION DISTRICT



RICK NEAL, Chairman

ATTEST:



JOSE GUZMAN
Clerk of the Board

INTERNAL USE ONLY

Principal Analyst _____

Finance Manager _____

Director of Finance TS _____

Fiscal Technician _____

Exhibit A
Scope of Services

Landfill Gas Perimeter Probe Monitoring and Reporting

1. Conduct monthly perimeter landfill gas probe monitoring as required by California Code of Regulations (CCR) Title 27. Submit monthly reports to the County of Ventura Environmental Health Division.
2. Monitor the 3 on-site landfill gas detection systems located at the Clubhouse and Maintenance Tent. Calibrate as required by the manufacturer. Respond to gas alarms as needed.

Landfill Gas Surface Monitoring and Reporting

1. Coordinate with 3rd party vendor (RES Environmental) to perform surface emissions monitoring (SEM) of the surface of the landfill on an annual basis for gas emissions in accordance with the requirements of Title V Federal Operating Permit and by CCR 17. (Effective FY15/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.

Any leaks detected will be remediated in consultation with the City as warranted depending on the source of the leak. This may require adjustments to the gas collection system or cover maintenance.

Follow-up inspection will be conducted on a 10 day and 30 day schedule as required in the Title V Federal Operating Permit and by CCR 17.

2. Grab landfill gas sample and test gas for component gasses quarterly.
3. Prepare Title V required semi-annual reports, semi-annual flare start-up, shutdown and malfunction reports, and annual certification reports.
4. Prepare AB32 / CCR 17 Reports.
5. Prepare Annual California and Federal Electronic Greenhouse Gas Reporting (EGERT).
6. Retain Title V and CCR 17 records.
7. Pay the Air Pollution Control District Permit Fee for Coastal Flare. 1/3 the fee cost will be charged to the City.

Storm Water Monitoring and Reporting

Conduct storm water monitoring and reporting as outlined in the City's Storm Water Pollution Prevention Plan. Note -- The State of California is modifying the General Industrial Permit effective July 1st 2015 that will require an update to the City's Stormwater Pollution Prevention Plan (SWPPP).

1. Collect and analyze 4 storm water samples per year.
2. Conduct up to 6 wet season monthly inspections as required during the rainy season.
3. Conduct 4 dry weather (authorized/unauthorized) inspections of the stormwater discharge locations.
4. Conduct an annual comprehensive site inspection and evaluation of SWPPP.
5. Complete the annual report and upload to the SMARTS system to the State Water Resources Control Board.
6. Recommend updates to the SWPPP based on the comprehensive site evaluation to the City.

Gas Collection System and Flare Operations & Maintenance

1. Operate City's landfill gas (LFG) collection system.
2. Conduct quarterly sump pump maintenance.
3. Conduct LFG flare maintenance.
4. Administer semi-annual comprehensive 3rd party LFG flare maintenance.
5. Coordinate annual gas flare source test.
6. FY 2014/2015 - Oversee implementation of new LFG flare blower assembly and controls update.

Gas Collection System Monitoring

1. Conduct monthly gas collection well-field balancing.

Exhibit "B"

FY 18 Budget

Landfill Gas Purifier Probe and Structures Monitoring									
	Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost	
Labor \$8,348.00	Monitoring								
	Landfill Gas Purifier Probe Monitoring	4	12	48	\$ 107.00			\$5,136.00	
	Calibrate Blower gas monitoring unit	1.5	12	18	\$ 107.00			\$1,926.00	
	Calibrate test gas monitoring units	0.5	12	6	\$ 107.00			\$642.00	
Materials \$414.00	Reporting								
	Prepare Monthly Report for EMD	1	12	12	\$ 107.00			\$1,284.00	
	Calibration Gas (oxygen + methane)					2	\$ 207.00	\$414.00	
	CSM - Gas Monitor					12	\$ 79.03	\$948.36	
Equipment \$2,520.52	Info - Portable Vehicle					4	\$ 279.00	\$1,116.00	
	Misc. Supplies/Hardware					1	\$ 500.00	\$500.00	
	Mileage					480	\$ 1.00	\$480.00	
	Subtotal							\$11,760.37	

Landfill Gas Surface Monitoring and Reporting									
	Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost	
Labor \$8,238.00	Monitoring								
	Follow-up monitoring for leaks detected (contingency for any surface emissions exceedances)	4	1	4	\$ 107.00			\$428.00	
	Reporting								
	Semi-Annual/Annual Title 5 Reports	10	2	20	\$ 107.00			\$2,140.00	
	Annual Start-up, Shutdown and Malfunction Report	3	1	3	\$ 107.00			\$321.00	
	Emissions Inventory Report	3	1	3	\$ 107.00			\$321.00	
	Annual Compliance Certification Report	7	1	7	\$ 107.00			\$749.00	
	Annual Compliance Certification Report	4	1	4	\$ 107.00			\$428.00	
	AP-42 / Title 17 Reporting	5	1	5	\$ 107.00			\$535.00	
	California Electronic Greenhouse Gas Reporting	6	1	6	\$ 107.00			\$642.00	
	Federal Electronic Greenhouse Gas Reporting	6	1	6	\$ 107.00			\$642.00	
	Monthly Data Collecting for Reports	2	12	24	\$ 107.00			\$2,568.00	
Materials \$414.00	Calibration Gas (pure air + methane)					2	\$ 207.00	\$414.00	
	Subtotal							\$6,860.70	
Outside Contracted Services									
	Contractor								
	UES, Inc. - Landfill Surface Emissions Monitoring (cont'd 3/18)								
	(Effective for FY 18/18 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.)								
	APCD Permit Fee (1/3 fee)					1	\$ 579.75	\$579.75	
	Subtotal							\$579.75	

Stormwater Monitoring and Reporting									
	Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost	
Labor \$4,708.00	Monitoring								
	8 wet season inspections	2	6	12	\$ 107.00			\$1,284.00	
	Stormwater sampling - 4 sampling events (2018 SW regulations increase sampling to 4 events from 2)	1	4	4	\$ 107.00			\$428.00	
	4 dry season inspections	2	4	8	\$ 107.00			\$856.00	
Materials \$80.00	Reporting								
	Conduct Annual Site Inspection	4	1	4	\$ 107.00			\$428.00	
	Plans and Reporting								
	Conduct Annual Calibration and SSMP review	8	1	8	\$ 107.00			\$856.00	
Outside Contracted Services	Complete Annual Report	8	1	8	\$ 107.00			\$856.00	
	Storm Water Pollution Prevention Plan updates	21	1	21	\$ 107.00			\$2,247.00	
	Laboratory Fees					4	\$ 450.00	\$1,800.00	
	Subtotal							\$16,473.45	

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EXHIBIT D-1

Agreement No. 7167-15-CM
VRSD Contract No. 15-027

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into in the County of Ventura, State of California, this 8th day of June, 2015, by and between the City of Oxnard, a municipal corporation ("City"), and Ventura Regional Sanitation District ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; 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 City Manager or designated Department Head ("**Manager**"), subject to the direction of the City Manager or Department 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 by June 30, 2016. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Frank Kiesler as its principal-in-charge and person responsible for necessary coordination with 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. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2016.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$75,050.91 for the Services at rates provided in Exhibit B attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services.

c. 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.

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

e. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. 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 Manager 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 the 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. Non-Appropriation of Funds

Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. 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 Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

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 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 Manager.

21. Indemnity

a. 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.

b. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that

liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. 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

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in Exhibit INS-C, 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.

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-C. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-C.

c. 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

a. 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.

b. 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.

c. 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 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. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant 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, Consultant 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 Consultant's personnel providing the Services set forth in this Agreement.

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 Manager, 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

a. 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.

b. 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.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for

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

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b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, General Services Department, Oxnard, California 93030, Attention: Michael Henderson.

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

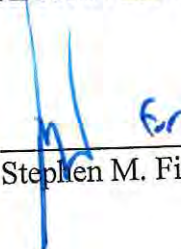
City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD



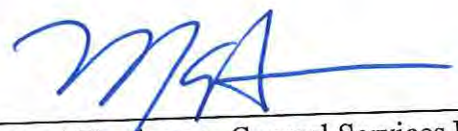
Greg Nynhoff, City Manager

APPROVED AS TO FORM:



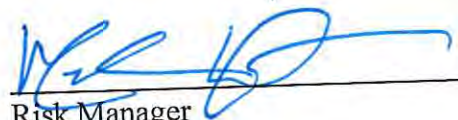
Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:



Michael Henderson, General Services Director

APPROVED AS TO INSURANCE:



Risk Manager

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

APPROVED AS TO FORM:

ARNOLD, LaROCHELLE, MATHEWS,
VANCONAS & ZIRBEL LLP



MARK ZIRBEL
Legal Counsel for DISTRICT

VENTURA REGIONAL
SANITATION DISTRICT



RICK NEAL, Chairman

ATTEST:



JOSIE GUZMAN
Clerk of the Board

INTERNAL USE ONLY

Principal Analyst _____

Finance Manager _____

Director of Finance T/O _____

Fiscal Technician _____

Exhibit A
Scope of Services

Landfill Gas Perimeter Probe Monitoring and Reporting

1. Conduct monthly perimeter landfill gas probe monitoring as required by California Code of Regulations (CCR) Title 27. Submit monthly reports to the County of Ventura Environmental Health Division.
2. Monitor the 3 on-site landfill gas detection systems located at the Clubhouse and Maintenance Tent. Calibrate as required by the manufacturer. Respond to gas alarms as needed.

Landfill Gas Surface Monitoring and Reporting

1. Coordinate with 3rd party vendor (RES Environmental) to perform surface emissions monitoring (SEM) of the surface of the landfill on an annual basis for gas emissions in accordance with the requirements of Title V Federal Operating Permit and by CCR 17. (Effective FY15/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.

Any leaks detected will be remediated in consultation with the City as warranted depending on the source of the leak. This may require adjustments to the gas collection system or cover maintenance.

Follow-up inspection will be conducted on a 10 day and 30 day schedule as required in the Title V Federal Operating Permit and by CCR 17.

2. Grab landfill gas sample and test gas for component gasses quarterly.
3. Prepare Title V required semi-annual reports, semi-annual flare start-up, shutdown and malfunction reports, and annual certification reports.
4. Prepare AB32 / CCR 17 Reports.
5. Prepare Annual California and Federal Electronic Greenhouse Gas Reporting (EGERT).
6. Retain Title V and CCR 17 records.
7. Pay the Air Pollution Control District Permit Fee for Coastal Flare. 1/3 the fee cost will be charged to the City.

Storm Water Monitoring and Reporting

Conduct storm water monitoring and reporting as outlined in the City's Storm Water Pollution Prevention Plan. Note – The State of California is modifying the General Industrial Permit effective July 1st 2015 that will require an update to the City's Stormwater Pollution Prevention Plan (SWPPP).

1. Collect and analyze 4 storm water samples per year.
2. Conduct up to 6 wet season monthly inspections as required during the rainy season.
3. Conduct 4 dry weather (authorized/unauthorized) inspections of the stormwater discharge locations.
4. Conduct an annual comprehensive site inspection and evaluation of SWPPP.
5. Complete the annual report and upload to the SMARTS system to the State Water Resources Control Board.
6. Recommend updates to the SWPPP based on the comprehensive site evaluation to the City.

Gas Collection System and Flare Operations & Maintenance

1. Operate City's landfill gas (LFG) collection system.
2. Conduct quarterly sump pump maintenance.
3. Conduct LFG flare maintenance.
4. Administer semi-annual comprehensive 3rd party LFG flare maintenance.
5. Coordinate annual gas flare source test.
6. FY 2014/2015 - Oversee implementation of new LFG flare blower assembly and controls update.

Gas Collection System Monitoring

1. Conduct monthly gas collection well-field balancing.

Exhibit "B"

FY 16 budget

Landfill Gas Perimeter Probe and Structures Monitoring									
	Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost	
Labor \$8,346.00	Monitoring								
	Landfill Gas Perimeter Probe Monitoring	4	12	48	\$ 107.00			\$5,136.00	
	Calibrate Basement gas monitoring unit	1.0	12	12	\$ 107.00			\$1,284.00	
	Calibrate tent gas monitoring units	0.5	12	6	\$ 107.00			\$642.00	
Materials \$414.00	Reporting								
	Prepare Monthly Report for EHD	1	12	12	\$ 107.00			\$1,284.00	
	Calibration Gas (oxygen + methane)					2	\$ 207.00	\$414.00	
	GEM - Gas Monitor	12						\$909.96	
Equipment \$2,529.92	Mule - Portable Vehicle	4						\$1,119.96	
	Misc. Supplies/Hardware	1						\$500.00	
	Mileage	480						\$480.00	
	Subtotal							\$11,769.92	

Landfill Gas Surface Monitoring and Reporting									
	Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost	
Labor \$8,239.00	Monitoring								
	Follow-up monitoring for leaks detected (contingency for any surface emissions exceedances)	4	1	4	\$ 107.00			\$428.00	
	Reporting								
	Semi-Annual/Annual Title 5 Reports	10	2	20	\$ 107.00			\$2,140.00	
Materials \$414.00	Annual Start-up, Shutdown and Malfunction Report	3	1	3	\$ 107.00			\$321.00	
	Emissions Inventory Report	3	1	3	\$ 107.00			\$321.00	
	Annual Compliance Certification Report	7	1	7	\$ 107.00			\$749.00	
	AB-32 / Title 17 Reporting	4	1	4	\$ 107.00			\$428.00	
	California Electronic Greenhouse Gas Reporting	6	1	6	\$ 107.00			\$642.00	
	Federal Electronic Greenhouse Gas Reporting	6	1	6	\$ 107.00			\$642.00	
	Monthly Data Gathering for Reports	2	12	24	\$ 107.00			\$2,568.00	
	Calibration Gas (zero air + methane)					2	\$ 207.00	\$414.00	
	Contractor		1						
	RES, Inc. - Landfill Surface Emission Monitoring (cost + 10%)								
	(Effective for FY 15/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.)								
	APCD Permit Fee (1/3 fee)					1	\$ 879.75	\$879.75	
Fees \$879.75									
Mileage \$80.00									
Subtotal									

Stormwater Monitoring and Reporting									
	Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost	
Labor \$4,708.00	Monitoring								
	6 wet season inspections	2	6	12	\$ 107.00			\$1,284.00	
	Stormwater sampling - 4 sampling events (2015 SW regulations increase sampling to 4 events from 2)	1	4	4	\$ 107.00			\$428.00	
	4 dry season inspections	2	4	8	\$ 107.00			\$856.00	
Fees \$879.75	Conduct Annual Site Inspection	4	1	4	\$ 107.00			\$428.00	
Mileage \$80.00									
Subtotal									

Plans and Reporting									
	Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost	
Labor \$4,708.00	Conduct Annual Certification and SSMP review	8	1	8	\$ 107.00			\$856.00	
	Complete Annual Report	8	1	8	\$ 107.00			\$856.00	
	Storm Water Pollution Prevention Plan update	21	1	21	\$ 107.00			\$2,247.00	
	Laboratory Fees					4	\$ 450.00	\$1,800.00	

\$1,800.00
 Mileage
 \$560.00
 Subtotal

560 \$ 1.00 \$560.00
 \$9,915.00

Gas Collection System and Flare Operation & Maintenance

Labor
 \$5,570.00
 Landfill Gas Condensate Sump maint.
 Supervise GCS operation & maint.
 Assist with gas flare engineering test & source test

Materials
 \$7,300.54
 Flare Maintenance and repair supplies (1/3 rd cost + 10%)
 Semi-annual flare assessment (1/3 rd cost + 10%)
 Quarterly Landfill Gas Analytical (1/3 rd cost + 10%)
 Gas flare source test - 1/3rd cost + 10% (Testing requirements vary year to year)
 Annual Flare Destruction Efficiency Test (1/3 rd cost + 10%)
 Maintain City's air compressor quarterly (used to operate gas collection pneumatic liquid collection pumps)
 Man-lift for gas flare source test
 Electricity billing

Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
Senior Solid Waste Worker	8	4	32	\$ 99.00			\$ 3,168.00
SW Technical Operations Supervisor	8	2	16	\$ 110.00			\$ 1,760.00
Environmental Resource Analyst	3	2	6	\$ 107.00			\$ 642.00
Materials		1			Lump sum		\$ 11,000.00
Contractor		1			Lump sum		\$ 2,273.54
Contractor		4			4	\$ 138.00	\$552.00
Contractor		1			Lump sum	\$ 1,089.00	\$ 1,089.00
Contractor		1			Lump sum	\$ 2,686.20	\$ 2,686.20
Contractor		4			Qty	\$ 175.00	\$ 700.00
Equipment		1			1	\$ 150.00	\$ 150.00
SOE utility		12				\$ 240.00	\$ 2,880.00
					320	\$ 1.00	\$320.00

265

Gas Collection System Monitoring

Well-field balancing (monthly)

Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
Engineering Technician	8	12	96	\$ 102.00			\$ 9,792.00
					480	\$ 1.00	\$480.00

Labor
 \$9,792.00
 Mileage
 \$480.00
 Subtotal
 Grand Total

\$10,272.00
 \$75,050.91



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. H.9.**

DATE: June 18, 2019

TO: City Council

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

SUBJECT: Notice of Completion - Police Station Roof Replacement Project.

RECOMMENDATION

That the City Council receive an update following a Notice of Completion for the Police Station Roof Replacement Project recorded on April 22, 2019.

BACKGROUND

On May 13, 2017, City Council approved plans and specifications and authorized staff to solicit bids for the Police Station Roof Replacement Project PW 17-33 ("Project").

The main Police Station located at 251 South C Street was constructed in 1975. The building's roof was replaced in 1989. Over its lifetime the roof has been repaired, patched, and mended; however, it had reached the end of its serviceable life.

DISCUSSION

The Project included the removal of the heavy wood and plaster equipment screen, repairing existing sub-roof damage; adding new insulation, equipment screen and flashing; and the installation of a new white Title 24 Energy Efficient Code compliant built-up asphalt roof system with a 20 year warranty.

The public notice inviting formal bids on the Project was advertised on September 28, 2017, and all bids were due on October 31, 2017. The lowest responsive bidder was Best Contracting Services, Inc. On December 19, 2017, Council approved Agreement No. A-8029 in the amount of \$569,979. On October 9, 2018, Council also approved a project contingency in the amount of \$56,000.

Construction on this project began on February 20, 2018, and was completed on April 10, 2019. The roof was constructed to current industry standards and with the manufacturer's warranty, this roof is now secure for the next 20 years.

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 original budget for this Project was \$626,000, funded by Measure O (Half Cent Sales Tax). The construction cost for the project was the contract amount of \$569,979 and five change orders totaling \$16,397, for a total construction cost of

\$586,376. The project was completed within budget.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Kevin Turley, Project Manager

ATTACHMENTS

1. Photos
2. Notice of Completion









RECORDING REQUESTED BY

CITY OF OXNARD

WHEN RECORDED, MAIL TO:

Renee Hatcher, Public Works Construction Project Coordinator
305 W. 3rd Street, East Wing, 3rd Floor
OXNARD, CA. 93030

REQUEST RECORDING WITHOUT FEE. RECORD FOR THE BENEFIT OF THE
CITY OF OXNARD PURSUANT TO SEC. 27383 OF THE GOVERNMENT CODE.

NOTICE OF COMPLETION OF CONTRACT

CERTIFICATION BY PROGRAM PROJECT MANAGER

I hereby certify that the work called for in Contract No. A-8029 dated December 19, 2017 has been completed in accordance with City Standards and Specifications.

DATED: 4-10-19

Kevin Turley
KEVIN TURLEY, PROJECT MANAGER

NOTICE OF COMPLETION OF CONTRACT

In accordance with Civil Code Section 3093, NOTICE IS HEREBY GIVEN that the City of Oxnard, 305 W. 3rd Street, Oxnard, CA 93030, as owner in fee with all interest and rights for contract, has caused the following work of improvement to be constructed.

CONTRACT NO. A-8029 DATED December 19, 2017 FOR Police Station Roof Replacement LOCATED AT Oxnard Police Department building IN CONFORMANCE WITH PROJECT SPECIFICATION NO. PW 17-33 said work was completed on 4/10/2019, by:

Best Contacting Services, Inc.
Contractor

19027 S. Hamilton Avenue, Gardena, CA 90248
Address

The The Hanover Insurance Company is surety under a Public Contract Bond. California Bond No. 1064137 for the obligation of said contractor to the City under said contract. Total Contract Dollar Amount, including Change Orders \$586,376.03.

Said bond is on file in the Office of the City Clerk.

DATE 4-17-19

Hoon Hahn
HOON HAHN, CITY ENGINEER
FOR CITY OF OXNARD

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF VENTURA) SS

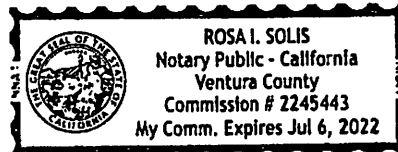
Subscribed and sworn to (or affirmed) before me on this 17th day of April, 2019, by

Hoon Hahn, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

WITNESS my hand and official seal.

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

SEAL



VENTURA COUNTY CLERK AND RECORDER

Hall of Administration, Main Plaza

800 South Victoria Avenue

Ventura, CA 93009

805-654-2295 <http://recorder.countyofventura.org>**MARK A. LUNN****CLERK AND RECORDER****Receipt for Services****Cashier** CORRALE**Batch #** 1456285**Customer** CITY OF OXNARD**Date:** 04/22/2019**Time:** 03:35:33PM**Remarks** A-8029

Doc. Type	Instrument No	GF Number	Rec Fees	PCOR	Survey Fees	Taxes	Total
NCOM	20190422-00043196-0		0.00	0.00	0.00	0.00	0.00
Total Fee:-							0.00



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. H.10.

DATE: June 18, 2019

TO: City Council

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

SUBJECT: Notice of Completion - Storm Drain Catch Basin Excluders Project.

RECOMMENDATION

That the City Council receive an update following a Notice of Completion for the Storm Drain Catch Basin Excluders Project recorded on April 22, 2019.

BACKGROUND

The City of Oxnard occupies the western edge of the Oxnard Plain, a flat, fertile land noted for its agricultural produce. Many large open-channel conveyances transport stormwater and urban runoff to major waterbodies, including Nyeland Drain, Sturgis Drain, and Fifth Street Drain, which then drain into the Revolon Slough/Beardsley Wash branch of the Calleguas Creek Watershed. These three channels are listed by the Regional Water Quality Control Board (Board) as impaired due to trash and are subject to the Calleguas Creek Trash Total Maximum Daily Load (TMDL).

On June 7, 2007, the Board adopted Resolution No. R4-2007-007, amending the Basin Plan to incorporate a TMDL for trash in Revolon Slough and Beardsley Wash. As required by the adopted Resolution, the City of Oxnard is required to implement programs for TMDL compliance for both non-point and point source dischargers. In 2008, the City submitted the Trash Management and Monitoring Program (TMMP) and implemented a trash abatement program known as a Minimum Frequency of Assessment and Collection (MFAC) to comply with non-point source TMDL requirements.

Public Works Department staff had determined that 108 catch basins would need to be retrofitted with full capture excluders in order to meet the point source discharge requirements in the Revolon Slough and Beardsley Wash. The installation of the excluders was bid as a Public Works project. Staff determined the lowest responsive bidder was United Storm Water Inc. with a bid of \$68,367. On January 15, 2019, Council approved an appropriation of \$74,753 for the contract and project contingencies.

DISCUSSION

Construction on the project began on February 4, 2019, and was completed on March 18, 2019. Public Works Staff collaborated with United Storm Water, Inc. and completed this project in 34 of 160 Working Days. There were no change orders required to complete this project.

The project process included having onsite crews throughout the City to fabricate and install full capture trash devices at the designated catch basins. The full capture trash devices are approved by the State Water Resources Control Board and designed to block trash larger than 5mm from entering the stormdrain system.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

Objective 5b. Protect ocean and waterways.

FINANCIAL IMPACT

The final project cost was \$67,767. No change orders or contingency amounts were required for this project.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Tatiana Arnaout, Interim City Engineer

ATTACHMENTS

1. Photos
2. Notice of Completion

Before



After



RECORDING REQUESTED BY

CITY OF OXNARD

WHEN RECORDED, MAIL TO:

Renee Hatcher, Public Works Construction Project Coordinator
305 W. 3rd Street, East Wing, 3rd Floor
OXNARD, CA. 93030

REQUEST RECORDING WITHOUT FEE. RECORD FOR THE BENEFIT OF THE
CITY OF OXNARD PURSUANT TO SEC. 27383 OF THE GOVERNMENT CODE.

NOTICE OF COMPLETION OF CONTRACT

CERTIFICATION BY PROGRAM PROJECT MANAGER

I hereby certify that the work called for in Contract No. 8362-18-PW dated January 7, 2019 has been completed in accordance with City Standards and Specifications.

DATED: 3/20/19

[Signature]
FRANK LUJAN, PROJECT MANAGER

NOTICE OF COMPLETION OF CONTRACT

In accordance with Civil Code Section 3093, NOTICE IS HEREBY GIVEN that the City of Oxnard, 305 W. 3rd Street, Oxnard, CA 93030, as owner in fee with all interest and rights for contract, has caused the following work of improvement to be constructed.

CONTRACT NO. 8362-18-PW DATED January 7, 2019 FOR Storm Drain Catch Basin Excluders LOCATED AT City Wide IN CONFORMANCE WITH PROJECT SPECIFICATION NO. PW 18-77 said work was completed on March 18, 2019, by:

United Storm Water, Inc. 14000 E. Valley Blvd. Industry, CA 91746
Contractor Address

The Argonaut Insurance Company c/o CMGIA is surety under a Public Contract Bond. California Bond No. CMGP001923 for the obligation of said contractor to the City under said contract. Total Contract Dollar Amount, including Change Orders \$ 68,367.00.

Said bond is on file in the Office of the City Clerk.

4-17-19
DATE

[Signature]
HOON HAHN, CITY ENGINEER
FOR CITY OF OXNARD

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF VENTURA) ss

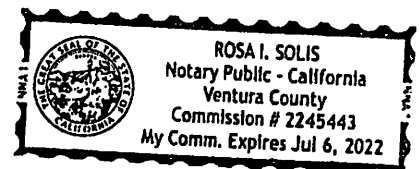
Subscribed and sworn to (or affirmed) before me on this 17th day of April, 2018, by

Hoon Hahn, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

SEAL



VENTURA COUNTY CLERK AND RECORDER

Hall of Administration, Main Plaza

800 South Victoria Avenue

Ventura, CA 93009

805-654-2295 <http://recorder.countyofventura.org>**MARK A. LUNN****CLERK AND RECORDER****Receipt for Services**

Cashier	CORRALE	Batch #	1456288
Customer	CITY OF OXNARD	Date:	04/22/2019
		Time:	03:36:38PM
Remarks	8362-18-PW		

Doc. Type	Instrument No	GF Number	Rec Fees	PCOR	Survey Fees	Taxes	Total
NCOM	20190422-00043198-0		0.00	0.00	0.00	0.00	0.00
Total Fee:							0.00



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. H.11.

DATE: June 18, 2019

TO: City Council

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

SUBJECT: Budget Appropriation to Leverage Grant Funding for Dead Tree Removal.

RECOMMENDATION

That the City Council approve a budget appropriation in the total amount of \$376,250, including \$87,500 from Measure O funds to be used to leverage \$288,750 from grant funds for dead tree removal (called the "Tree Mortality Event Response"). (Public Works and Transportation Committee approved 3-0)

BACKGROUND

On October 30, 2015, Governor Brown proclaimed a state of emergency for drought-caused tree mortality. The proclamation included provisions to expedite the identification, removal and disposal of dead and dying trees that may pose a fall hazard or disease/insect vector hazard. Costs related to the identification, removal, and disposal of dead and dying trees as a result of drought conditions may be eligible for 75 percent reimbursement under the California Disaster Assistance Act (CDAA), with an additional allowance for administrative costs borne by the City.

On May 22, 2018, City Council adopted a resolution authorizing the City Manager to submit an application for federal financial assistance under the Disaster Relief Act of 1974 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act to be used to remove dead trees (also called "the Tree Mortality Event Response").

DISCUSSION

The City of Oxnard has experienced a major die-off of several different species of trees throughout the City, which has been attributed to the ongoing drought. The drought has weakened trees, and a significant number have been unable to fight off infestations of insects and/or fungus. The proximity of the drought-affected trees to City and other adjacent structures prompted staff to take action and initiate removal of high risk trees.

In August of 2016, a hydrologist assessed the depth of the City's groundwater. The hydrologist determined that the groundwater levels in the City have dropped two to eight feet in the last five years, due to the drought. Historically, groundwater depths throughout the City had been 8.8 feet to 10.7 feet deep. Groundwater depths are now 11 feet to 19 feet deep in the same locations.

Since the hydrologist's assessment of groundwater depth, the City Arborist inspected several of the City's dead and dying trees and determined that the drought has played a significant role in causing their death or decline.

In addition, staff contacted the City's contracted, on-call tree service (West Coast Arborists) and had its arborist provide a second opinion. West Coast Arborists has come to the same conclusion and concurs with the findings of the City's

Arborist.

The City began the removal of 201 dead trees with locations throughout the City's park system in early 2018. There are an estimated 613 additional dead and dying trees throughout the City located in parks, medians, and right-of-ways. West Coast Arborists continues to remove dead trees throughout the City as funding permits.

Due to the rising costs associated with the tree removals and limited funds available for the increasing problem, staff began seeking additional funds to pay for the project. Under current conditions, the City is eligible to request reimbursement of expended funds through the CDAA Program, which reimburse removal costs up to 75 percent, with an additional allowance for administrative costs. In order to complete the tree removal work, an appropriation of \$87,500 of Measure O funds is required. Out of the requested Measure O budget appropriation, approximately \$25,000 will be used in FY 2019, and the remaining in FY 2020.

Water shortages in many cities are leading to the restrictions of recreation irrigation and our urban forest. Selecting species that are drought tolerant to our current conditions is the best long-term solution to a healthier, low-maintenance urban forest. Installing drip irrigation, mulch, and slow irrigation watering bags to establish new trees and a healthy urban forest is key to our current and future conditions.

The CAL Fire tree replanting grant that the city has received will help re-establish trees that were impacted by the drought conditions in prior years. The Parks Division with the help of City Corp will be planting one thousand non-evasive drought tolerant trees throughout the city and help restore our urban forest to thrive. This grant has allowed the City to purchase water bags that slowly introduce water to the tree so there is no run off.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

FINANCIAL IMPACT

The CDAA funding for the Tree Mortality Event Response provides 75 percent reimbursement for eligible tree identification, evaluation, removal and disposal efforts. A 10 percent administrative allowance is provided in addition to the 75 percent reimbursement from CDAA. This 10 percent allowance is applied as a percentage against the total approved State share to cover indirect costs associated with obtaining and administering CDAA funds. The 25 percent required City match will be paid using Measure O allocations, and this is estimated to be \$87,500. Thus, the total cost to the City after reimbursable line items is \$87,500. The estimated FY18-19 ending unassigned fund balance of Measure O (Fund 104) is \$11.8 million, net of this appropriation request.

Funding Source	Fund	Amount	Percentage of Project
California Disaster Assistance Act Reimbursement (tree efforts)	219	\$262,500	75%
City of Oxnard Measure O	104	\$87,500	25%

Total Cost of City Share and Match		\$350,000	100%
Additional 10% of Grant Share Admin Reimbursement	219	\$26,250	10% Admin

COMMITTEE OUTCOME

The Public Works and Transportation Committee voted 3-0 on May 28, 2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Eric Humel, Grants Specialist

ATTACHMENTS

1. Resolution No. 15,121
2. Tree Mortality Budget Appropriation

RESOLUTION NO. 15,121

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION
FOR FEDERAL AND/OR STATE ASSISTANCE TO BE USED FOR THE
TREE MORTALITY EVENT RESPONSE

WHEREAS, on October 30, 2015, Governor Brown proclaimed a State of Emergency for drought-caused tree mortality. The Proclamation included provisions to expedite the identification, removal and disposal of dead and dying trees that may pose a fall hazard or disease/insect vector hazard. As a result, costs related to the identification, removal, and disposal of dead and dying trees as a result of drought conditions may be eligible for 75% reimbursement under the California Disaster Assistance Act (CDAA); and

WHEREAS, the City of Oxnard has experienced a major die-off of several different species of trees throughout the City which has been attributed to the ongoing drought. The drought has weakened trees and a significant number have been unable to fight off infestations of insects and/or fungus. The proximity of the drought-affected trees to City and other adjacent structures prompted staff to take action and initiate removal of high risk trees.

THEREFORE, BE IT RESOLVED by the City Council of the City of Oxnard as follows:

SECTION 1. The City Manager is hereby authorized to execute for and on behalf of the City of Oxnard, a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act, per the State of California Governor's Office of Emergency Services form Cal OES 130 (attached hereto and incorporated herein as Attachment A).

SECTION 2. The City of Oxnard, a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

SECTION 3. That this is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

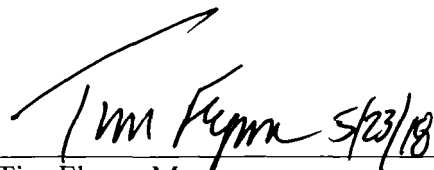
PASSED, APPROVED, and ADOPTED, this 22nd day of May, 2018 by the following vote:

AYES: Councilmembers Flynn, Ramirez, MacDonald, Perello and Madrigal.

NOES: None.

ABSTAIN: None.

ABSENT: None.


Tim Flynn, Mayor

ATTEST:


Michelle Ascencion, City Clerk

APPROVED AS TO FORM:


Stephen M. Fischer, City Attorney

BE IT RESOLVED BY THE _____ City Council _____ OF THE _____ City of Oxnard _____
(Governing Body) (Name of Applicant)

THAT _____, City Manager, OR
(Title of Authorized Agent)

_____, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Oxnard, a public entity
(Name of Applicant)

THAT the City of Oxnard, a public entity established under the laws of the State of California,
(Name of Applicant)

Please check the appropriate box below:

- ☒ This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
- ☐ This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 22nd day of May, 2018

Tim Flynn 5/22/18
(Name and Title of Governing Body Representative) Mayor

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

I, Michelle Ascencion, duly appointed and City Clerk of _____
(Name) (Title)

_____, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the City Council of the City of Oxnard
(Governing Body) (Name of Applicant)

on the 22nd day of May, 2018.

(Signature)

City Clerk

(Title)

APPROVED AS TO FORM:



Stephen M. Fischer
City Attorney

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Eric Humel

Date: June 4, 2019
Phone: 805-271-2231

Reason for Appropriation:

To appropriate funds for Tree Mortality Event Response. Tree Removal.

Accounts and Descriptions

AMOUNT

Fund: 219 STATE/LOCAL - MY GRANTS

Revenues/Transfers In

Project number TBD

219-5740-532-7231	STATE / LOCAL SOURCES / STATE GRANT REVENUES	<u>288,750</u>
	Sub-total Revenues	<u>288,750</u>

Expenditures/Transfers Out

Project number TBD

219-5740-805-8209	CONTRACTS & SERVICES / SVCS-OTHER PROF/CONTRACT	262,500
219-5740-805-8452	INDIRECT COST PLAN CHARGES	<u>26,250</u>
	Sub-total Expenditures	<u>288,750</u>

Net Change to Fund Balance	<u>0</u>
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Fund: 104 Half Cent Sales Tax

Expenditures/Transfers Out

Project Number TBD-Match

104-5740-805-8209	CONTRACTS AND SERVICES / SVCS-OTHER PROF/CONTRACT	<u>87,500</u>
	Sub-total Expenditures	<u>87,500</u>

Net Change to Fund Balance	<u>(87,500)</u>
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Net Appropriation Change	<u>376,250</u>
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Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

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CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. H.12.

DATE: June 18, 2019

TO: City Council

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

SUBJECT: Hazard Mitigation Grant Program Application Resolutions.

RECOMMENDATION

That City Council adopt resolutions authorizing the City Manager to submit applications for \$15,750,000 in grant funds to the California Governor's Office of Emergency Services (Cal OES).

BACKGROUND

The California Governor's Office of Emergency Services (Cal OES) will be awarding funding through the Hazard Mitigation Grant Program (HMGP) as a result of the Presidentially-declared disaster for the November 2018 California wildfires, including the Woolsey Fire. The HMGP can fund project and planning activities for eligible applicants in accordance with the Federal Emergency Management Agency's (FEMA's) Hazard Mitigation Assistance Guidance under the authority of the Robert T. Stafford Emergency Assistance and Disaster Relief Act (Stafford Act). Hazard mitigation activities are aimed at reducing or eliminating future damages. Projects that receive these funds must be completed (including close-out) within a 36-month performance period. No construction is allowed prior to FEMA approval, and the HMGP does not fund projects that are in progress or projects that have already been completed.

DISCUSSION

In California, Cal OES is responsible for identifying program priorities, reviewing applications and forwarding recommendations for funding to FEMA. FEMA has final approval for activity eligibility and funding. Cal OES has reviewed the City's notices of intent to apply for grants (NOIs) that were submitted in March of 2019, and the City has been approved to submit the following applications to be considered for HMGP funding:

1. Reconstruction of the Central Trunk Sanitary Sewer Under the Union Pacific Railroad Tracks: The proposed project will mitigate the seismic and liquefaction risk to the sewer infrastructure, and reduce the risks' impact to the rail lines above the sewer lines. The project will provide a long term and permanent solution to mitigate risks from future earthquake disasters, ensuring the future integrity of the sewer and rail lines and protecting the safety of railroad passengers and the continuity and regional resiliency provided by the freight supply lines. The project will involve study, design, and construction of the specified mitigation.

Federal Requested Share \$3,000,000

Applicant Match \$1,000,000

Total Activity Cost \$4,000,000

Source of non-federal match: City of Oxnard Wastewater Fund Balance as identified in the 5-Year Capital Improvement Plan.

2. Oxnard Performing Arts Center Seismic and ADA Retrofit: The proposed project will retrofit the Performing Arts Center, a critical facility as designated in the 2015 Ventura County Multi-Hazard Mitigation Plan, to comply with current seismic and accessibility standards. The mitigation activity will enable the facility to be used as a site to house displaced residents and emergency responders during and after a hazard. The project will involve study, design, and retrofitting of the 32,493 square feet of multipurpose rooms on the site to mitigate risks from future disasters.

Federal Requested Share \$4,500,000

Applicant Match \$1,500,000

Total Activity Cost \$6,000,000

Source of non-federal match: City of Oxnard Measure O (Half Cent Sales Tax) Fund as identified in the 5-Year Capital Improvement Plan, and is proposed to begin in Fiscal Year 2020-21.

3. City Hall Seismic and ADA Retrofit: The proposed project will retrofit Oxnard's City Hall at 300 West Third St. (a critical facility as designated in the 2015 Ventura County Multi-Hazard Mitigation Plan) to comply with current accessibility standards, and upgrade the seismic capacity of the building structure. The mitigation activity will enable the facility to be used as an essential facility during and after a hazard. The project will involve study, design, and retrofitting of the 32,527 square feet of space of the facility to mitigate risks from future disasters. The values below reflect the highest potential costs, and true costs will not be determined until an initial study is complete. In addition, this is a rare opportunity to apply for funding with no maximum threshold. If the City is awarded, and accepts the award, funding for the entire project would likely span across multiple fiscal years starting no earlier than Fiscal Year 2020-21.

Federal Requested Share \$8,250,000

Applicant Match \$2,750,000

Total Activity Cost \$11,000,000

Source of non-federal match: Will be brought to Council for consideration upon award in Fiscal Year 2020-21 Budget and CIP Process.

Applications for the program must be submitted by July 5, 2019. Execution of the attached resolution will authorize staff to apply for these grant funds by this date.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 3. Ensure Funding is adequate to meet the goals of the master plans.

Objective 3a. Maximize funding sources.

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Objective 4a. Implement CIP plans.

Objective 4b. Catch up on deferred maintenance for City facilities.

FINANCIAL IMPACT

The Hazard Mitigation Grant Program requires a minimum 25 percent local cost share of the total project cost (the State does not contribute to local cost share). Funding for the Reconstruction of the Central Trunk Sanitary Sewer Under the Union Pacific Railroad Tracks and Oxnard Performing Arts Center Seismic and ADA Retrofit have been recognized in the 5-Year Capital Improvement Plan. The City Hall Seismic and ADA Retrofit project matching funds will be brought to

Council for consideration if awarded, and will be considered as part of the Fiscal Year 2020-21 Budget and CIP Process.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Eric Humel, Grants Specialist

ATTACHMENTS

1. Applicant Agent Resolution HMGP - CalOES 130
2. HMGP Resolution

DESIGNATION OF SUBRECIPIENT'S AGENT RESOLUTION

Hazard Mitigation Grant Program and Pre-Disaster Mitigation Program

BE IT RESOLVED BY THE City Council OF THE City of Oxnard
(Governing Body) (Name of Applicant)

THAT City Manager, OR
(Title of Authorized Agent)

Public Works Director, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Oxnard, a public entity
(Name of Subrecipient)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Service for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the City of Oxnard, a public entity established under the laws of the State of California,
(Name of Subrecipient)

hereby authorizes its agent(s) to provide to the California Governor's Office of Emergency Service for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

☒ This is a universal resolution and is effective for all open and futures Disasters/Grants up to three (3) years following the date of approval below.

☐ This is a Disaster/Grant specific resolution and is effective for only Disaster/Grant name/number(s) _____

Passed and approved this _____ day of _____, 20____

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and _____ of
(Name) (Title)

_____, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the City Council of the City of Oxnard
(Governing Body) (Name of Applicant)

on the _____ day of _____, 20____.

(Signature)

(Title)

Cal OES Form 130

Instructions

A new Designation of Applicant's Agent Resolution is required if the previously submitted document is older than three (3) years from the last date of Board/Council approval.

When completing the Cal OES Form 130, Subrecipients should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the individual or group responsible for appointing and approving the Authorized Agents. Examples include: Board of Directors, City Council, Board of Supervisors, etc.

Name of Subrecipient: This is the official name of the non-profit, agency, city, county or special district that has applied for the grant. Examples include: City of Sacramento; Sacramento County; or Los Angeles Unified School District.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Service regarding grants applied for by the subrecipient. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency (e.g.; City Clerk, the Authorized Agent, Secretary to the Director) and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names and titles of the Authorized Agents should be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving board members. Examples include: Chairman of the Board, Superintendent, etc. The names and titles cannot be one of the designated Authorized Agents.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval. Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person cannot be one of the designated Authorized Agents to eliminate "Self Certification."

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AUTHORIZING THE CITY MANAGER TO SUBMIT AN
APPLICATION FOR FEDERAL AND/OR STATE ASSISTANCE

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

WHEREAS, the Public Works Department has requested that City Council approve the submittal of applications to the California Governor's Office of Emergency Services for \$15,750,000 in Hazard Mitigation Grant Program funds regarding the Hazard Mitigation Grant Program to be used for the reconstruction of the central trunk sanitary sewer; the structural seismic retrofit of the Oxnard Performing Arts Center; and the structural seismic retrofit of City Hall.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oxnard that the City Manager is hereby authorized to execute for and on behalf of the City of Oxnard, a public entity established under the laws of the State of California, these applications and to file them with the California Governor's Office of Emergency Service for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act, per the State of California Governor's Office of Emergency Services form Cal OES 130 (attached hereto and incorporated herein as Attachment A). The City Council further resolves that the City Manager 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 of grant funds; and the Director of Public Works or his or her designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS ____ day of _____, 2019, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

APPROVED AS TO FORM:

ATTEST:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS (6:00 PM)

AGENDA ITEM NO. I.1.

DATE: June 18, 2019

TO: City Council

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

SUBJECT: Adoption of Resolution to Levy the Fiscal Year 2019-20 Assessments in Mandalay Beach Maintenance District (MAD 4). (5/5/5)

RECOMMENDATION

That the City Council acting as the legislative body for the Mandalay Beach Maintenance District (MAD 4):

1. Hold a public hearing to receive public testimony regarding the proposed Fiscal Year 2019-2020 assessments for the Mandalay Beach Maintenance District; and
2. Adopt a resolution fixing the special assessments in the Mandalay Beach Maintenance District for Fiscal Year 2019-2020.

BACKGROUND

On November 22, 1983, the Mandalay Beach Maintenance District ("District") was formed pursuant to the Improvement Act of 1911, in order to recover the cost of the City's maintenance of a 36-acre beach area, plus landscaping on public rights-of-way within Tract No. 2923. The formation of the District was required as a condition to development imposed by the Coastal Commission and as a provision of a development agreement with the City. The assessments are exempt from Article XIII D of the California Constitution by reason of Section 5 thereof. The City's responsibility to maintain the above-mentioned areas became effective on July 1, 1986. On July 5, 1988, City Council adopted Resolution No. 9,500, which shifted the bulk of the District's beach maintenance costs from residents of The Colony to the Mandalay Beach Resort Hotel.

DISCUSSION

The total assessment levy for Fiscal Year 2019-2020 is unchanged from Fiscal Year 2018-2019 at \$39,446, and is computed as follows:

1. LANDSCAPE MAINTENANCE

The District maintains 66,660 square feet of public landscaping. This includes landscape areas along Falkirk Avenue, Harbor Boulevard, Mandalay Beach Road, Costa del Oro, and the bikeway/greenbelt along the southerly property line. The City's recommended budget for landscaping maintenance costs for Fiscal Year 2019-2020 is \$21,346. Based on an agreement between the residential developers and the Mandalay Beach Resort Hotel executed in February 1984, 75.4 percent of the \$21,346 cost is allocated to The Colony residential development (\$16,095), and 24.6 percent to the Hotel (\$5,251).

2. BEACH MAINTENANCE

Prior agreements between the City and the developers, based on the relative length of beach area fronting the hotel and the public beach park property, call for the District to bear 60 percent of the beach maintenance cost. Of this cost, based on Resolution 9,500, 75.4 percent is paid by the Hotel and 24.6 percent is paid by The Colony. The remaining 40 percent is borne by the City as part of the total operating cost of the Oxnard Beach Park. The annual beach maintenance cost is as follows:

	District	City
Annual Cleaning Costs	\$30,092	\$30,092
Percent Share	60%	40%
FY 19-20 District and City Costs	\$18,055	\$12,037
County Collection Fee	\$45	
Districts Total Beach Maintenance Cost	\$18,100	
Hotel's Portion (75.4%)	\$13,647	
Colony's Portion (24.6%)	\$4,453	
District Total Beach Maintenance Cost	\$18,100	

The cost to the District for both landscaping (\$21,346) and beach maintenance (\$18,100) is \$39,446.

3. CONCLUSION

The Hotel property owner, which occupies assessor's parcel number 191-0-380-105, will be assessed \$18,898 (24.6%, or \$5,251, for landscape maintenance and 75.4%, or \$13,647, for beach maintenance.)

The Colony, whose individual parcel numbers are shown in Attachment No. 1, will be assessed \$20,548 (75.4%, or \$16,095, for landscape maintenance and 24.6%, or \$4,453, for beach maintenance). The 440 individual property owners within The Colony will each be assessed \$46.70 for Fiscal Year 2019-2020, which is equal to the assessments for Fiscal Year 2018-2019.

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

The City will assess property owners in Fiscal Year 2019-2020 to pay landscape maintenance costs and 60 percent of beach maintenance costs for the Mandalay Beach Maintenance District. The City's portion of the beach maintenance, 40 percent equaling \$12,037, is included in the Recommended Fiscal Year 2019-2020 budget.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Jeri Cooper, Interim Special Districts Manager

ATTACHMENTS

1. Resolution Approving Levy of MAD 4 (2)

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
LEVYING A SPECIAL ASSESSMENT TAX FOR FISCAL YEAR 2019-2020
WITHIN THE MANDALAY BEACH MAINTENANCES DISTRICT

WHEREAS, by Resolution No. 8586, adopted November 22, 1983, the City Council formed the Mandalay Beach Maintenance District ("the District") pursuant to the maintenance district provisions of the Improvement Act of 1911 (Streets and Highways Code section 5820 et. seq.); and;

WHEREAS, formation of the District was required as a condition to development imposed by the California Coastal Commission and also as part of a development agreement between the City and the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, the City Council is required by Streets and Highways Code section 5830 to estimate the cost of maintaining and operating the improvements within the District, to decide whether the cost of such maintenance and operation shall be borne wholly or partially by the District, and to levy a special assessment tax within the District sufficient to raise the money to pay for such cost; and

WHEREAS, the City Council wishes to levy such assessments for FY 2019-2020 in an amount sufficient to cover all of the expense of maintaining the landscaping and to cover 60% of the expense of maintaining the beach area, with the City paying the remaining 40% of the latter expense; and

WHEREAS, assessments were levied in the District in Fiscal Year 2018-2019, and such assessments are not proposed to increase in Fiscal Year 2019-2020; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water, flood control, drainage systems and vector control, inasmuch as the beach is public right of way that serves much as a street, manages water and is part of the flood control and drainage systems in the District, and the landscaping is located in or adjacent to sidewalks, streets and other public rights of way and maintenance of the landscaping involves irrigation and vector control; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof; and

WHEREAS, a description of the improvements and the proposed special assessment taxes on real property in the district is contained in the agenda report dated June 18, 2019 on file with the City Clerk ("the agenda report").

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

1. The City Council estimates the cost of maintaining and operating the improvements within the District for Fiscal Year 2019-2020 at \$51,483, with \$39,446 to be paid from

assessments and \$12,037 to be paid by the City, as more particularly set out in the agenda report. The \$39,446 is allocated as follows:

100% of landscape maintenance costs	\$21,346
60% of beach maintenance costs	<u>18,100</u>
Total	\$39,446

2. The \$39,446 is apportioned among the property owners within the District, as follows:

24.6% of landscape maintenance costs to hotel parcel (APN #191-0-380-105)
75.4% of landscape maintenance costs to Colony condominium parcels (440 APNs)
24.6% of beach maintenance costs to Colony condominium parcels (440 APNs)
75.4% of beach maintenance costs to hotel parcel (APN #191-0-380-105)

3. The City Council levies a special assessment tax for FY 2019-2020 on the real property in the District as follows and attached herein:

APN #191-0-380-105	\$18,898
\$46.70 on each of 440 Colony APNs	\$20,548

4. In accordance with Government Code section 36936.1, the City Clerk is instructed to cause this resolution to be published one time in a newspaper of general circulation within the City within 15 days after adoption.

5. In accordance with Government Code section 53901, the City Clerk is instructed to file with the Ventura County Auditor within 60 days from July 1, 2019 a certified copy of this resolution.

PASSED AND ADOPTED THIS 18 day of June 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 COUNCIL AGENDA REPORT

PUBLIC HEARINGS (6:00 PM)

AGENDA ITEM NO. I.2.

DATE: June 18, 2019

TO: City Council

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

SUBJECT: Adoption of Resolution Approving Engineer's Report and Ordering the Levy and Collection of Assessments for the Fiscal Year 2019-2020 Within the City's Landscape Maintenance Districts. (5/5/5)

RECOMMENDATION

That the City Council acting as the legislative body for the City's Landscape Maintenance Districts;

1. Hold a public hearing to receive public testimony regarding the proposed Fiscal Year 2019-2020 assessments in the City's Landscape Maintenance Districts, and
2. Adopt a resolution approving the Fiscal Year 2019-2020 Consolidated Engineer's Report and ordering the levy and collection of assessments (Attachment 1) for Fiscal Year 2019-2020 within the City's Landscape Maintenance Districts pursuant to the Landscaping and Lighting Act of 1972.

BACKGROUND

On June 4, 2019, City Council adopted Resolution No. XX which initiated proceedings and Resolution No. XX declaring intention to levy assessments for Fiscal Year 2019-2020, preliminarily approved the Consolidated Engineer's Report for the thirty six (36) districts, and set a public hearing for June 18, 2019.

DISCUSSION

With the assistance of NBS, staff has calculated assessment rates and expenditures for maintenance of public landscaping in the thirty six (36) landscape maintenance districts. Following the City Council's action at the public hearing on June 18, 2019 the assessment data will be delivered to the County Auditor-Controller's Office and processed for the collection of assessments in Fiscal Year 2019-2020. This action must take place prior to July 1, 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

The general benefit contribution based on the budgeted expenses for the districts totals \$85,259 and an additional \$139,817 is being proposed to offset the estimated utility overage. The total Fiscal Year 2019-2020 General Fund contribution is estimated to be approximately \$225,076, which includes \$12,037 for Mandalay Beach/Main (MAD #4) and is a \$20,565 reduction in FY 2018-2019 General Fund contribution.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Jeri Cooper, Interim Special Districts Manager

ATTACHMENTS

1. Resolution Approving the Engineer's Report and Levys

ITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE ENGINEER'S REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2019-2020 WITHIN THE CITY'S LANDSCAPE MAINTENANCE DISTRICTS PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, on June 4, 2019, City Council adopted Resolution No. [XXXXX], declaring its intention to levy and collect assessments for Fiscal Year 2019-2020 within the City's Landscape Maintenance Districts (the "Districts"), the listing of which are included in this Resolution as Exhibit A, pursuant to the provision of the *Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code*, in order to pay the costs of maintaining the improvements therein; and

Comment [SB1]: Fill in once resolution from 6/4/19 CC meeting is assigned

WHEREAS, Resolution No. [XXXXX] set a public hearing for June 18, 2019, on the levy of the proposed assessments; and

Comment [SB2]: Fill in once resolution from 6/4/19 CC meeting is assigned

WHEREAS, NBS has filed with the City Clerk the Annual Engineer's Report (the "Engineer's Report") concerning the cost of maintaining the improvements in such Districts for Fiscal Year 2019-2020 and this City Council is satisfied with all matters as contained in the Engineer's Report as now submitted for final consideration and approval; and

WHEREAS, notice of said hearing was given pursuant to Section 22626 and duly published as required by Sections 22552 and 22553 of said Code; and

WHEREAS, said Public Hearing was held and all interested persons were afforded the opportunity to speak and be heard; and

WHEREAS, City Council has considered the oral statements and all written protests made or filed by any interested person; and

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

1. The City Council approves the Engineer's Report (Exhibit B).
2. A full and detailed description of the improvements, the boundaries of the Districts and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the Districts are contained in the Engineer's Report on file with the City Clerk which is made a part by reference. The assessment proposed in the Engineer's Report and its accompanying diagram, on file with the City Clerk, are confirmed.

3. The City Council hereby orders the improvements, maintenance and services to be performed as described in the Engineer's Report.
4. The adoption of this resolution shall constitute the levy of assessments for Fiscal Year 2019-2020 within the Districts.
5. The City Clerk or their designee is hereby authorized and directed to file the assessments with the Ventura County Auditor upon adoption of this resolution.

PASSED AND ADOPTED this 18th day of June 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

EXHIBIT A

CITY OF OXNARD LANDSCAPE MAINTENANCE DISTRICT LISTING

District Name	Formation Date⁽¹⁾	Formation Resolution No.⁽¹⁾
Landscape Maintenance District No. 3 (River Ridge)	March 18, 1986	8983
Landscape Maintenance District No. 10 (Country Club Estates)	December 13, 1988	9587
Landscape Maintenance District No. 11 (St. Tropez)	January 3, 1989	9603
Landscape Maintenance District No. 12 (Standard Pacific)	March 28, 1989	9665
Landscape Maintenance District No. 13 (Le Village)	March 20, 1990	9894
Landscape Maintenance District No. 14 (California Cove)	June 5, 1990	9972
Landscape Maintenance District No. 16 (California Lighthouse)	July 9, 1991	10206
Landscape Maintenance District No. 23 (Greystone)	June 18, 1996	11071
Landscape Maintenance District No. 24 (Vineyards)	June 18, 1996	11072
Landscape Maintenance District No. 25 (The Pointe)	June 18, 1996	11073
Landscape Maintenance District No. 27 (Rose Island)	June 24, 1997	11259
Landscape Maintenance District No. 28 (Harborside)	June 24, 1997	11260
Landscape Maintenance District No. 30 (Haas Automation)	June 24, 1997	11261
Landscape Maintenance District No. 31 (Rancho De La Rosa)	June 23, 1998	11415
Landscape Maintenance District No. 32 (Oak Park)	February 23, 1999	11505
Landscape Maintenance District No. 33 (El Paseo)	October 19, 1999	11653
Landscape Maintenance District No. 34 (Sunrise Pointe & Sunset Cove)	October 19, 1999	11654
Landscape Maintenance District No. 36 (Villa Santa Cruz & Villa Carmel)	January 25, 2000	11684
Landscape Maintenance District No. 37 (Pacific Breeze)	January 25, 2000	11685
Landscape Maintenance District No. 38 (Aldea Del Mar)	November 28, 2000	11863
Landscape Maintenance District No. 39 (Promesa/Sueno & DR Horton/Seawinds)	March 6, 2001	11905
Landscape Maintenance District No. 40 (Cantada)	January 8, 2002	12078
Landscape Maintenance District No. 41 (Pacific Cove)	January 8, 2002	12079
Landscape Maintenance District No. 42 (Cantabria & Coronado)	May 14, 2002	12144
Landscape Maintenance District No. 43 (Greenbelt)	January 7, 2003	12295
Landscape Maintenance District No. 46 (Daily Ranch)	June 24, 2003	12440
Landscape Maintenance District No. 47 (Sycamore Place)	April 22, 2003	12355
Landscape Maintenance District No. 49 (Cameron Ranch)	June 3, 2003	12394
Landscape Maintenance District No. 50 (Pleasant Valley Senior Housing)	June 10, 2003	12404

District Name	Formation Date⁽¹⁾	Formation Resolution No.⁽¹⁾
Landscape Maintenance District No. 51 (Pfeiler)	April 19, 2005	12799
Landscape Maintenance District No. 52 (Wingfield)	February 1, 2005	12768
Landscape Maintenance District No. 53 (Huff Court)	June 7, 2005	12879
Landscape Maintenance District No. 54 (Meadowcrest)	March 28, 2006	13024
Landscape Maintenance District No. 55 (Wingfield West)	March 28, 2006	13025
Landscape Maintenance District No. 58 (Westwind)	June 6, 2006	13069
Landscape Maintenance District No. 60 (Artisan)	March 3, 2009	13604

(1) Source: City of Oxnard Resolution Initiating Proceedings for Fiscal Year 2018-19.



CITY COUNCIL AGENDA REPORT
PUBLIC HEARINGS (6:00 PM)
AGENDA ITEM NO. I.3.

DATE: June 18, 2019

TO: City Council

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

SUBJECT: Adoption of Resolution to Levy Waterways Maintenance District Assessments for Fiscal Year 2019-20.
(5/5/5)

RECOMMENDATION

That the City Council, acting as the legislative body for the Waterways Maintenance Assessment District:

1. Hold a public hearing regarding proposed assessments for the Waterways Maintenance District for Fiscal Year 2019-2020, and
2. Adopt a resolution (Attachment 1) for Fiscal Year 2019-2020 fixing assessments for the Waterways Maintenance District.

BACKGROUND

The assessment district for the maintenance of the waterways and landscaping on public rights-of-way within Mandalay Bay was established on June 16, 1970 by Resolution No. 5,144. In contrast to the City's landscape maintenance districts formed under the 1972 Landscaping and Lighting Act, this waterways district was formed pursuant to the Improvement Act of 1911 in order to recover the City's cost of maintenance of waterways and landscaping on public rights-of-way within Mandalay Bay. Assessments are levied according to the procedures set out in section 5820 et seq. of the Streets and Highways Code (the Improvement Act of 1911). The assessments are exempt from Article XIID of the California Constitution by reason of section 5 thereof.

In Fiscal Year 2018-2019, the Waterways Maintenance Assessment District consists of two zones: Waterways Maintenance Assessment District; Zone 1 – Mandalay Bay and Zone 2 – Harbour Island.

DISCUSSION

The recommended resolution fixes the assessments to be collected for Fiscal Year 2019-2020. After City Council adopts the resolution, assessment data will be delivered to the County Auditor-Controller's Office for processing and collection of Fiscal Year 2019-2020 assessments.

The proposed rates and methodology for Fiscal Year 2019-2020 remain as they were for Fiscal Year 2018-2019 of \$441,968 for Zone 1 Mandalay Bay and \$49,867 for Zone 2 Harbour Island.

Maintenance costs for Fiscal Year 2019-2020 are projected to be apportioned as follows:

DIRECT MAINTENANCE

The City's recommended budget for direct maintenance including landscaping maintenance, utility costs and waterways debris removal services, including contingency costs for Fiscal Year 2019-2020 is \$394,570 for Zone 1 Mandalay Bay

and \$36,428 for Zone 2 Harbour Island.

OVERHEAD, CITY STAFF AND CONSULTING SERVICES

The City's recommended budget for overhead, staff costs and consulting services for Fiscal Year 2019-2020 is \$46,152 for Zone 1 Mandalay Bay and \$13,662.

COUNTY FEE

The City's recommended budget for County fees for Fiscal Year 2019-2020 is \$1,246 for Zone 1 Mandalay Bay and \$149 for Zone 2.

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 estimated cost of maintenance in Fiscal Year 2019-2020 for the two Waterway Maintenance District funds (Fund 121 and Fund 177) is equal to the assessments of \$491,835. The amount will be assessed to the property owners in the district and will be placed on the Ventura County tax roll in Fiscal Year 2019-2020, the same as in prior years.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Jeri Cooper, Interim Special Districts Manager

ATTACHMENTS

1. Resolution Approving Levy Waterways

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD FIXING
ASSESSMENTS ON PROPERTY IN THE WATERWAY MAINTENANCE
DISTRICT FOR FISCAL YEAR 2019-2020

WHEREAS, by Resolution No. 5144, adopted June 16, 1970, the City Council formed the Waterway Maintenance District ("the District") pursuant to the maintenance district provisions of the Improvement Act of 1911 (Streets and Highways Code Section 5820 et seq.); and

WHEREAS, the District was formed with the consent of the developer owning all of the parcels subject to the assessment at the time assessments were initially imposed; and

WHEREAS, the City Council is required by Streets and Highways Code Section 5830 to estimate the costs of maintaining and operating the improvements within the District, to decide whether the costs of such maintenance and operations shall be borne wholly or partially by the District, and to fix assessments within the District sufficient to raise the money to pay for such costs; and

WHEREAS, assessments were levied in the District in Fiscal Year 2018-2019, and such assessments are not proposed to increase in Fiscal Year 2019-2020; and,

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for the sidewalks, streets, water, flood control, drainage systems and vector control, inasmuch as the waterway serves much as a street, manages water and is part of the flood control and drainage systems in the District; the landscaping is located in or adjacent to sidewalks, streets and other public rights of way and maintenance of the landscaping involves irrigation and vector control; and the other improvements maintained with assessments, such as parking areas and fences, are located in or adjacent to sidewalks, streets and the waterways; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIID of the California Constitution, by reason of Section 5 thereof.

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

1. The budget for Fiscal Year 2019-2020 for the Waterway Maintenance Assessment District is hereby approved as follows:

Landscape Maintenance	\$331,998
Waterway Maintenance	99,000
Overhead, City Staff and Consulting Services	59,814
County Collection Fee	<u>1,023</u>
	\$491,835
 Total Budget Requirements	 \$491,835
Less Max Assessment Levy	<u>(491,835)</u>
Net	\$0
 Required Surplus Fund Balance Transfer	 \$0
County Assessment Roll	\$491,835

2. The cost of \$492,207 for maintaining and operating channels, parking and landscaping shall be borne by the District.
3. Assessments for the purpose of raising budgeted funds of \$492,207 for the District for the fiscal year beginning July 1, 2019, as shown in paragraph 1 of the line entitled, "Assessment Required," are hereby fixed and as set forth in the assessment roll attached hereto and made a part hereof (Exhibit A), showing the assessment for each parcel according to the benefit received by each parcel, as determined by the engineer's report approved by the City Council on May 10, 1988.
4. In accordance with Government Code section 36936.1, the City Clerk is instructed to cause this resolution to be published one time in a newspaper of general circulation within the City within 15 days after adoption.
5. In accordance with Government Code section 53901, the City Clerk is instructed to file with the Ventura County Auditor within 60 days from July 1, 2019 a certified copy of this resolution.

PASSED AND ADOPTED THIS 18th day of June, 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

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City of Oxnard Special Districts Division

FY 19 – 20 ASSESSMENTS AND BUDGET

City Council Meeting
June 18, 2019

MANDALAY BEACH MAINTENANCE (MAD 4)

ADOPTION OF RESOLUTION TO LEVY THE FISCAL YEAR 2019-2020
ASSESSMENTS IN THE MANDALAY BEACH MAINTENANCE DISTRICT (MAD 4)

RECOMMENDATION

That the City Council, acting as the legislative body for the Mandalay Beach Maintenance District (MAD 4)

1. Hold a public hearing to receive public testimony regarding the proposed Fiscal Year 2019-2020 assessments for the Mandalay Beach Maintenance District.
2. Adopt a resolution fixing the special assessments in the Mandalay Beach Maintenance District for Fiscal Year 2019-2020.

BACKGROUND

- On November 22, 1983, the Mandalay Beach Maintenance District (“District”) was formed pursuant to the Improvement Act of 1911, in order to recover the cost of the City’s maintenance of a 36-acre beach area, plus landscaping on public rights-of-way within Tract No. 2923.
- The City’s responsibility to maintain the above-mentioned areas became effective on July 1, 1986. On July 5, 1988, City Council adopted Resolution No. 9,500, which shifted the bulk of the District’s beach maintenance costs from residents of The Colony to the Mandalay Beach Resort Hotel.

DISCUSSION

- The total assessment levy for Fiscal Year 2019-2020 is unchanged from Fiscal Year 2018-2019 at \$39,446.

LANDSCAPE:

- The District maintains 66,660 square feet of public landscaping. Based on an agreement between the residential developers and the Mandalay Beach Resort Hotel executed in February 1984, 75.4 percent of the \$21,346 cost is allocated to The Colony residential development (\$16,095), and 24.6 percent to the Hotel (\$5,251).

BEACH MAINTENANCE:

- District bears 60% of the cost of beach maintenance. Of that 75.4% is paid by the hotel and 24.6% is paid by the Colony.

	<u>District</u>	<u>City</u>
Annual Cleaning Costs	\$30,092	\$30,092
Percent Share	x 60%	x40%
FY 17-18 District and City Costs	\$18,055	\$12,037
County Collection Fee	\$45	
Districts Total Beach Maintenance Cost	\$18,100	
Hotel's portion (75.4%)	\$13,647	
Colony's portion (24.6%)	\$4,453	
District's Total Beach Maintenance Cost	\$18,100	

- The City will assess property owners in Fiscal Year 2019-2020 to pay landscape maintenance costs and 60 percent of beach maintenance costs for the Mandalay Beach Maintenance District. The City's portion of the beach maintenance, 40 percent equaling \$12,037, is included in the Fiscal Year 2019-2020 budget.

QUESTIONS?

LANDSCAPE MAINTENANCE DISTRICT ENGINEER'S REPORT

ADOPTION OF RESOLUTION APPROVING THE ENGINEER'S REPORT AND
ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL
YEAR 2019-2020 WITHIN THE CITY'S LANDSCAPE MAINTENANCE DISTRICTS

RECOMMENDATION

That the City Council, acting as the legislative body for the City's Landscape Maintenance Districts;

1. Hold a public hearing to receive public testimony regarding the proposed Fiscal Year 2019-2020 assessments in the City's Landscape Maintenance Districts, and
2. Adopt a resolution approving the Fiscal Year 2019-2020 Consolidated Engineer's Report and ordering the levy and collection of assessments for Fiscal Year 2019-2020 within the City's Landscape Maintenance Districts pursuant to the Landscaping and Lighting Act of 1972.

DISCUSSION

On June 4, 2019, City Council is scheduled to adopted a Resolution which initiated proceedings and a Resolution declaring intention to levy assessments for Fiscal Year 2019-2020, preliminarily approved the Consolidated Engineer's Report for the thirty six (36) districts, and set a public hearing for June 18, 2019.

The general benefit contribution based on the budgeted expenses for the districts totals \$85,259 and an additional \$139,817 is being proposed to offset the estimated utility overage.

The total Fiscal Year 2019-2020 General Fund contribution is estimated to be approximately \$255,076, which includes \$12,037 for Mandalay Beach/Main (MAD #4)

QUESTIONS?

WATERWAYS MAINTENANCE DISTRICT

ZONE 1 – MANDALAY BAY

ZONE 2 – HARBOUR ISLAND

ADOPTION OF RESOLUTION TO LEVY WATERWAYS MAINTENANCE
DISTRICT ASSESSMENTS FISCAL YEAR 2019-2020

RECOMMENDATION

That the City Council, acting as the legislative body for the Waterways Maintenance Assessment District

1. Hold a public hearing regarding proposed assessments for the Waterway Maintenance District for Fiscal Year 2019-2020, and
2. Adopt a resolution (Attachment A) for Fiscal Year 2019-2020 fixing assessments for the Waterway Maintenance District.

- Assessment district for the maintenance of the waterways and landscaping on public rights-of-way within Mandalay Bay was established on June 16, 1970
- This waterways district was formed pursuant to the Improvement Act of 1911 in order to recover the City's cost of maintenance of waterways and landscaping on public rights-of-way within Mandalay Bay.
- Fiscal Year 2019-2020, the Waterways Maintenance Assessment District consists of two zones: Waterways Maintenance Assessment District; Zone 1 – Mandalay Bay and Zone 2 – Harbour Island.

DISCUSSION

Fiscal Year 2019-2020 remain as they were for Fiscal Year 2018-2019 of \$441,596 for Zone 1 Mandalay Bay and \$50,239 for Zone 2 Harbour Island.



The estimated cost of maintenance in Fiscal Year 2019-2020 for the Waterway Maintenance District is equal to the assessments of \$491,835.

There is no impact to the General Fund.

QUESTIONS?

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CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. J.1.

DATE: June 18, 2019

TO: City Council, Housing Authority Board

FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

SUBJECT: Adoption of Fiscal Year 2019-20 Operating and Capital Improvement Budget. (15/20/20)

RECOMMENDATION

1. That the City Council adopt the following resolutions:
 - a. A Resolution of the City Council of the City of Oxnard Approving the City Operating and Capital Improvement Budget for the Fiscal Year 2019-20;
 - b. A Resolution of the City Council of the City of Oxnard Amending Resolution Nos. 15205 and 15207, Authorizing Full-Time Equivalent Positions in the City Service Effective July 1, 2019 in Accordance with the Operating and Capital Budget for the 2019-20 Fiscal Year;
 - c. A Resolution of the City Council of the City of Oxnard Amending Resolution Nos. 15,204 and 15,206 and Approving the Attached Classification and Salary Schedule Pursuant to Chapter 4 of the City Personnel Rules and Regulations;
 - d. A Resolution of the City Council of the City of Oxnard Establishing Financial Management Policies; and
 - e. A Resolution of the City Council of the City of Oxnard Establishing an Appropriation Limit for the Fiscal Year 2019-2020; and
2. That the Housing Board of Commissioners adopt a Resolution of the Housing Authority of the City of Oxnard Approving the Housing Authority's Operating Budget for Fiscal Year 2019-2020.

BACKGROUND

On May 11, 13, 15 and 20, 2019, City staff held community budget meetings, one in each of the four quadrants of the City. The City Council published a notice in the paper of record and held a public hearing on June 5 to solicit public commentary on the budget.

Following the public hearing and discussion, the City Council directed staff to make the following changes to the recommended budget:

- Keep the Colonia Boxing Gym and Colonia Library open for the same number of hours as they are currently open.
- Work with the Oxnard Performing Arts Center Corporation (OPACC), the nonprofit board of the Performing Arts and Convention Center (PACC), and use funding from the Half-Cent Sales Tax (Measure O) Fund, to allow for already-scheduled events at the PACC to take place through December 31, 2019. Additionally, prepare a request for proposals for a facility operator.
- Utilize \$1,000,000 from the Measure O Fund to restore Fire Department overtime costs to keep Fire Station No. 2 fully operational.
- Confer with the Service Employees International Union (SEIU) to solicit budget ideas for efficiencies, eliminations and reductions to operations.

As of the posting of this report on June 7, 2019, as directed, staff is applying \$27,000 in donations to the Colonia Library

and \$30,000 in Community Development Block Grant (CDBG) funding to the Colonia Boxing Gym, which will suffice to keep both of these locations open for the same number of hours as they are currently open. Staff has conferred with the OPACC and determined that \$410,000 would be appropriate to keep the PACC open for events through December 31, 2019; thus, that would be deducted from the Measure O balance in FY 2019-20. Similarly, \$1,000,000 from the Measure O Fund to restore Fire Department overtime costs to keep Fire Station No. 2 fully operational would reduce the Measure O balance in FY 2019-20. The new Measure O ending fund balance for 2019-20 would be \$2,719,446. Finally, staff has reached out to SEIU leadership for its budget ideas for efficiencies, eliminations and reductions to operations.

The total recommended FY 2019-20 budget is \$490,871,955, of which the General Fund is \$141,567,529; Measure O (Half-Cent Sales Tax) is \$23,782,900; the Enterprise Funds in total are \$192,354,010; Special Revenue/Other Funds (including internal service funds, grants, landscape management districts, community facilities districts, and other funds) are \$104,164,660; and the Housing Authority is \$29,002,856.

The resolutions recommended for approval by the City Council are as follows:

1. Resolution of the City Council of the City of Oxnard Approving the City Operating and Capital Improvement Budget for the Fiscal Year 2019-20

The proposed budget resolution for Fiscal Year 2019-20 includes appropriations recommended for approval by Council in the amount of \$461,869,099 by funding source.

2. Resolution of the City Council of the City of Oxnard Amending Resolution Nos. 15,205 and 15,207, Authorizing Full-Time Equivalent Positions in the City Service Effective July 1, 2019, in Accordance with the Operating and Capital Budget for the 2019-20 Fiscal Year

The authorized position resolution establishes the number of positions (full-time equivalents) authorized by Council for each department.

3. Resolution of the City Council of the City of Oxnard Amending Resolution Nos. 15,204 and 15,206 and Approving the Attached Classification and Salary Schedule Pursuant to Chapter 4 of the City Personnel Rules and Regulations

The classification and salary schedule establishes the type and kind of City employment classifications and the appropriated salary range for each position.

4. Resolution of the City Council of the City of Oxnard Establishing Financial Management Policies

This resolution outlines major policies affecting the City's budget and finances. The policies were presented to Council on June 5, 2019 with suggested changes to the General Fund reserve level target, and to the allocation of certain interest earnings. The changes are incorporated into these financial management policies for Council consideration and approval.

5. Resolution of the City Council of the City of Oxnard Establishing an Appropriation Limit for the Fiscal Year 2019-2020

Government Code Sections 7901 through 7914 require each local jurisdiction to establish the maximum proceeds from taxes that can be appropriated in the budget that year. Based upon the population growth formula and the change in per capita income in California, specific by the Code, the appropriation limit for Oxnard for FY 2019-20 is \$361,112,555. The City will be substantially below this limit next fiscal year, as it is every year. The actual proceeds of taxes subject to this limit total \$134,768,887.

The proposed Housing Authority's budget resolution for Fiscal Year 2019-20 in the amount of \$29,002,856 includes

appropriations recommended for approval by the Board of Commissioners of the Housing Authority.

The budget does not include the budget for the Successor Agency to the Community Development Commission as those amounts are approved by the California Department of Finance (DOF) in the annual amount on the Recognized Obligation Payments Schedule (ROPS). The ROPS for the year beginning July 2019 has been approved by the DOF.

STRATEGIC PRIORITIES

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

This agenda item 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 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 agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding.

FINANCIAL IMPACT

Approval of the resolutions will continue to provide core services to the community while making progress toward eliminating structural deficits and achieving financial sustainability for the City.

More steps toward those twin objectives will be taken during the FY 2020-21 budget process in the spring of 2020.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Kevin Riper, Chief Financial Officer

ATTACHMENTS

1. City Operating Budget Resolution (FY19-20 ADOPTED)
2. Authorizing Full Time Equiv Positions (FY19-20 ADOPTED)
3. Resolution for Classification and Salary Listing (FY19-20 ADOPTED)
4. Resolution Establishing Financial Management Policies (FY19-20 ADOPTED)
5. Resolution Establishing Appropriation Limit (FY19-20 ADOPTED)
6. Resolution Approving Housing Authority Budget (FY19-20 ADOPTED)
7. Budget Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE
CITY OPERATING AND CAPITAL IMPROVEMENT BUDGET FOR THE FISCAL YEAR
2019-2020**

WHEREAS, the City Manager submitted for the consideration of the City Council a proposed City Operating and Capital Budget for fiscal year 2019-2020 including therein a budget for Community Development Block Grant Funds through June 30, 2020; and

WHEREAS, in accordance with City Code, Section 2-179, a public hearing on these budgets was duly scheduled, advertised and held, and there was an opportunity for all persons to be heard and for their suggestions or objections to be carefully considered.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD HEREBY RESOLVES AS FOLLOWS:

1. The City Council has reviewed the proposed Operating and Capital Improvement Budget and the funds included therein for the period of July 1, 2019 through June 30, 2020 and hereby finds that such budgets, as revised, are sound plans for the financing during fiscal year 2019-2020 of required City operations, services, and capital improvements. Such budgets are hereby adopted as follows:

Funds	FY2019-20 Adopted Budget
<u>General Funds Group</u>	
101-GENERAL FUND	141,567,529
103-GENERAL FUND-OPD TRAINING	102,862
104-HALF CENT SALES TAX	23,782,900
105-STREET MAINTENANCE	3,137,730
114-STORM WATER MANAGEMENT	1,639,705
301-CAPITAL OUTLAY FUND	120,000
641-PERFORMING ARTS CNTR FUND	410,000
651-GOLF COURSE OPERATING	988,280
General Funds Group	<u>171,749,006</u>
<u>Landscape & Community Facility Maintenance Districts</u>	
121-WATERWAYS ASSESSMENT DIST	662,008
124-LMD #3-RIVER RIDGE	101,608
125-LMD #4-BEACH MAIN COL/HOT	51,483
128-LMD #10-COUNTRY CLUB	24,374

129-LMD #11-ST. TROPAZ	7,888
131-LMD #12-STANDARD PACIFIC	22,545
132-LMD #14-CALIFORNIA COVE	38,733
133-LMD #16-LIGHTHOUSE	22,937
134-LMD #13-FD562-LE VILLAGE	19,745
143-LMD #23- GREYSTONE	6,550
144-LMD #24- VINEYARDS	19,929
145-LMD #25-THE POINTE	24,014
147-LMD #27- ROSE ISLAND	26,522
148-LMD #28- HARBORSIDE	87,398
151-LMD #30- HAAS AUTOMATION	54,478
152-LMD #31-RANCHO DE LA ROSA	93,468
153-LMD #32-OAK PARK	22,399
154-LMD #33-RIO DEL SOL	38,080
156-LMD. #34-SUNRISE POINTE	70,028
157-LMD #36-VILLA SANTA CRUZ	159,506
158-LMD #37-PACIFIC BREEZE	23,082
159-LMD #38-ALDEA DEL MAR	153,677
160-LMD #39-EL SUENO/PROMESA	320,515
161-LMD #39-D.R. HORTON	131,934
162-LMD #40-CANTADA	91,280
163-LMD #41-PACIFIC COVE	36,401
164-LMD #42-CANTABRIA/CORONAD	182,419
165-LMD #43-GREENBELT(PARCRO)	153,401
170-L/M DIST.-COMBINING FUNDS	1,285,309
172-LMD ADMINISTRATION	737,859
173-CFD #4-SEABRIDGE MAINT	994,995
174-CFD #5-RIVERPARK MAINT	5,815,800
175-CFD #2-WESTPORT MAINT	748,410
176-CFD #6-NORTHSHORE MAINT	3,559
177-WATERWAYS AD ZONE #2	50,360
Landscape & Community Facility Maintenance Districts	12,282,694

Special Revenue Funds

118-AIR POLLUTION BUYDOWN FEE	281,132
119-PUBLIC SAFETY RETIREMENT	14,494,838
181-STATE GAS TAX	6,623,182
182-TRAFFIC SAFETY FUND	494,128
185-SB1 ROAD MAINT REHAB ACCT	4,722,885
210-TRANSPORTATION GRNT-STATE	120,000
213-TDA/LTF4-TRANS.FND-99400c	621,008
214-TDA/LTF3-BI/PED FND-99234	3,723
219-STATE/LOCAL-MY GRANTS	110,541

243-EMERGENCY SHELTER GRANT	242,824
261-FEDERAL TERM GRANTS FUND	122,250
263-RSVP	96,824
272-21ST CENTURY CLCP-ASESP	2,992,290
275-FED.TRANSPORT. MY GRANTS	1,440,465
285-CDBG ENTITLEMENT	3,439,286
295-HUD HOME	1,854,481
314-2014 LEASE REVENUE BOND	1,995,287
315-2006 TAB HERO/SW/ORMOND	5,223,000
351-PARK FEES-QUIMBY RESERVE	10,704
352-PARK ACQ & DEVELOP FEES	750
353-STORM DRAIN FACILITY FEE	1,218,277
354-CIRCULATION SYS.IMPR.FEES	1,198,490
355-CAPITAL GROWTH FEES-RESID	507,412
356-CAP GROWTH FEES-NONRESID	162,891
370-CUPA OPERATING FUND	1,090,347
371-HOUSING-IN-LIEU FEES	103,818
481-CITY-DOWNTOWN IMPROVEMENT	208,474
547-ART IN PUBLIC PLACE TRUST	15,073
Special Revenue Funds	49,394,380

Assessment Districts Funds

513-ASSESSMENT DIST. 2000-1	185,294
514-RICE/101 INTER.ASSES.DIST	955,893
520-CFD #3-SEABRIDGE/MANDALAY	1,805,629
537-COMM.FAC.DIST. 2000-3	591,267
538-CFD #1-WESTPORT	654,299
Assessment Districts Funds	4,192,382

Enterprise Funds

601-WATER OPERATING FUND	63,610,697
603-RESOURCE DEVELOPMENT FEE	11,320,455
605-WATER CAP. FACILITY FUND	574,252
606-WATER RESOURCE FEE	251,345
608-SECURITY-CONTAM.PREV.FUND	2,023,079
611-W/W COLLECTION OPERATING	38,419,211
613-W/W COLL CONNECTION FEE	9,881
621-W/W TREATMENT OPRNS	24,013,586
623-W/W TREATMENT CONNECT FEE	9,355
628-WW SEC & CONTAMINATION	150,000
631-SOLID WASTE OPERATING	51,512,149
638-ER SEC & CONTAMINATION	460,000

Enterprise Funds	192,354,010
<u>Internal Service Funds</u>	
701-PUBL LIAB & PROP DAMAGE	3,901,775
702-WORKERS COMPENSATION FUND	6,847,473
725-CUSTOMER BILLING OPR FUND	1,908,734
731-INFORMATION TECHNOLOGY	5,224,858
735-FACILITIES MAINTENANCE	4,677,002
741-FLEET SERVICES FUND	9,336,785
Internal Service Funds	31,896,627
Total of All Funds	461,869,099
Less: Internal Service Funds	31,896,627
Net Adjusted Appropriations	429,972,472

2. To the extent funds are available, any unused appropriations at the end of fiscal year 2018-2019 in active capital improvement projects and multi-year programs are hereby re-appropriated for continued use in fiscal year 2019-2020.

3. The Council authorizes the City Manager to transfer and make adjustment of interfund transfers at the close of fiscal year 2018-2019, to eliminate cash deficits in funds when necessary including: Utilities Funds, Capital Growth Funds, Impact Fee Funds, Assessment District Funds, Grant Funds, Debt Service Funds, and all other funds that may need such adjustments.

4. Multi-year capital projects or programs funded by Measure O Half-Cent Sales Tax are included in the budget and are hereby re-appropriated to fiscal year 2019-20. In fiscal year 2014-15, the Measure O Fund provided a liquidity loan of \$16,000,000 to the General Fund to assure General Fund solvency. The loan is repaid in annual installments of \$1,875,688 over a period of ten years at 3% interest.

5. Any remaining balances in approved grant programs and capital improvement projects at the end of fiscal year 2018-2019, except for balances reallocated as part of the budget process, are hereby re-appropriated for continuing use in fiscal year 2019-2020 and all estimated revenues from such approved grants and capital improvement projects for fiscal year 2018-2019 that are not realized by year end are authorized to be continued.

6. To the extent funds are available, General Fund encumbrances whereby contracts remained active at the close of fiscal year 2018-2019 are carried forward and any corresponding remaining balance of special one-time authorized appropriations are also carried forward with the approval of the City Manager and Chief Financial Officer.

7. All General Fund revenues in excess of expenditures and encumbrances at the close of fiscal year 2018-2019, not otherwise provided for in City Council budget policies or re-appropriated above, are hereby appropriated to the General Fund Operating Reserve on June 30, 2019. Current projections, however, do not anticipate any such excess.

8. The Measure O Half-Cent Sales Tax One-Time Subsidy for Oxnard Performing Arts and Convention Center (PACC) for the remainder of calendar year 2019 is authorized up to \$410,000, at the discretion of the City Manager.
9. Staff is directed to correct any clerical errors in the proposed budget document.
10. Staff is directed to ensure that the final adopted budget documents containing the Operating Budget and the Capital Improvement Budget for fiscal year 2019-2020 shall contain all revisions made by the City Council prior to final budget adoption.
11. The City Manager or designee is authorized to approve any appropriation transfers between departments within a fund. Any department director is authorized to transfer appropriations between programs, as long as funding is available in the department as a whole (see Financial Policy-Section D 3. and 4.)
12. Adoption of this resolution provides Council the authority to expend any and all funds appropriated for purposes as determined in the budget.

PASSED AND ADOPTED on this 18th day of June, 2019, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING
RESOLUTION NOS. 15205 AND 15207, AUTHORIZING FULL-TIME EQUIVALENT
POSITIONS IN THE CITY SERVICE EFFECTIVE JULY 1, 2019 IN ACCORDANCE
WITH THE OPERATING AND CAPITAL BUDGET FOR THE 2019-2020 FISCAL
YEAR**

NOW, THEREFORE, the City Council of the City of Oxnard resolves that the attachment to this Resolution listed as Exhibit “A” contains all full time equivalent positions hereby authorized as provided for in the operating and capital budget for fiscal year 2019-2020.

PASSED AND ADOPTED on this 18th day of June, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

<u>Department</u>	<u>Title</u>	<u>FY 18/19 Revised</u>	<u>Proposed Changes</u>	<u>FY 19/20 Adopted</u>
CITY ATTORNEY	ASSISTANT CITY ATTORNEY	3	-1	2
	CHIEF ASSISTANT CITY ATTORNEY	0	1	1
	CITY ATTORNEY	1		1
	DEPUTY CITY ATTORNEY I	2		2
	LAW OFFICE MANAGER	1		1
	PARALEGAL	2		2
CITY ATTORNEY DEPT TOTAL		9		9
CITY CLERK	ASSISTANT CITY CLERK	1		1
	CITY CLERK	1		1
	OFFICE ASSISTANT II	1		1
CITY CLERK DEPT TOTAL		3		3
CITY COUNCIL	CITY COUNCILMEMBER	7		7
CITY COUNCIL TOTAL		7		7
CITY MANAGER	ADMINISTRATIVE ASSISTANT (C)	2	-1	1
	ADMINISTRATIVE ASSISTANT	0	1	1
	ASSISTANT CITY MANAGER	2		2
	CITY MANAGER	1		1
	COMMUNICATIONS & MARKETING MANAGER	0	1	1
	DOWNTOWN REVITALIZATION MGR	1	-1	0
	EXECUTIVE ASSISTANT I	1	-1	0
	EXECUTIVE ASSISTANT II	0	1	1
	MANAGEMENT ANALYST III	1	-1	0
	MEDIA & COMMUNITY RELATIONS MGR	1	-1	0
	PROJECT MANAGER	0	1	1
CITY MANAGER DEPT TOTAL		9	-1	8
HUMAN SERVICES	COMMUNITY OUTREACH & PROD SPST	1	-1	0
	GRAPHIC DESIGNER	1	-1	0
	PUBLIC INFORMATION ASSISTANT	2	-2	0
	VIDEO TECHNICIAN	1	-1	0
HUMAN SERVICES TOTAL		5	-5	0
NEIGHBORHOOD SERVICES	ADMINISTRATIVE SECRETARY II	1	-1	0
	OFFICE ASSISTANT II	0	1	1
NEIGHBORHOOD SERVICES TOTAL		1		1
CITY MANAGER DEPT TOTAL		15	-6	9
CITY TREASURER	ACCOUNT CLERK I	2		2
	ACCOUNT CLERK II	1		1
	ACCOUNT CLERK III	1		1
	ADMINISTRATIVE ASSISTANT	1		1
	ASST CITY TREAS/REV ACCTG MGR	1		1
	CITY TREASURER	1		1
	CODE COMPLIANCE INSPECTOR I	1		1
	CUSTOMER SERVICE ACCT TECH	2		2
	CUSTOMER SERVICE REP I	6		6
	CUSTOMER SERVICE REP II	1		1
	REVENUE COLLECTION TECHNICIAN	1		1
	SR. CUSTOMER SERVICE REP	1		1
	TREASURY SUPERVISOR	1		1
CITY TREASURER DEPT TOTAL		20	0	20
COMMUNITY DEVELOPMENT	ADMINISTRATIVE SECRETARY I	1		1
	ADMINISTRATIVE SECRETARY III	3		3
	ASSISTANT DIRECTOR OF COMMUNITY DEV.	0	1	1
	ASSISTANT TRAFFIC ENGINEER	1		1
	BUILDING INSPECTOR II	5		5
	CIVIL ENGINEER	1		1

<u>Department</u>	<u>Title</u>	<u>FY 18/19 Revised</u>	<u>Proposed Changes</u>	<u>FY 19/20 Adopted</u>
	CODE COMPLIANCE INSPECTOR I	3	-1	2
	CODE COMPLIANCE INSPECTOR II	5		5
	CODE COMPLIANCE MANAGER	1		1
	CONSTRUCTION INSPECTOR II	3		3
	DATA ENTRY OPERATOR II	1		1
	DEPUTY BUILDING OFFICIAL	2		2
	DEVELOPMENT SERVICES MANAGER	1		1
	ELECTRICAL INSPECTOR	1		1
	JUNIOR CIVIL ENGINEER	1		1
	MANAGEMENT ANALYST II	1	-1	0
	OFFICE ASSISTANT II	3		3
	PERMIT COORDINATOR	1		1
	PERMIT TECHNICIAN	2	1	3
	PLANNING AND SUSTAINABILITY MANAGER	0	1	1
	PLAN CHECK ENGINEER	2		2
	PLANS EXAMINER II	1		1
	PROJECT MANAGER	1		1
	SR. CODE COMPLIANCE INSPECTOR	1		1
	SR. CONSTRUCTION INSPECTOR	1		1
	SUPERVISING BUILDING INSPECTOR	1		1
	SUPERVISING CIVIL ENGINEER	1		1
COMMUNITY DEVELOPMENT TOTAL		44	1	45
DEVELOPMENT SUPPORT	ADMINISTRATIVE TECHNICIAN	2		2
	COMMUNITY DEVELOPMENT DIRECTOR	1		1
	ECONOMIC DEVELOPMENT MANAGER	1		1
	MANAGEMENT ANALYST III	1		1
DEVELOPMENT SUPPORT TOTAL		5	0	5
LAND USE PLAN & ENV PROTC	ADMINISTRATIVE SECRETARY III	1		1
	ASSISTANT PLANNER	2		2
	ASSOCIATE PLANNER	3		3
	DRAFT/GRAPH TECHNICIAN II	1		1
	PLAN & ENV SRVCS MANAGER	1		1
	PLANNING TECHNICIAN	0	1	1
	PRINCIPAL PLANNER	2		2
	SR. PLANNER	0	1	1
LAND USE PLAN & ENV PROTC TOTAL		10	2	12
COMMUNITY DEVELOPMENT TOTAL		59	3	62
CULTURAL & COMMUNITY SERVICES				
LIBRARY	ADMINISTRATIVE ASSISTANT	1		1
	CITY LIBRARIAN	1		1
	CULTURAL & COMMUNITY SVCS DIR	0.5	-0.5	0
	LIBRARIAN I	7	-1	6
	LIBRARIAN II	1		1
	LIBRARIAN III	3		3
	LIBRARY AIDE I	4		4
	LIBRARY AIDE II	6.5		6.5
	LIBRARY CIRCULATION SUPERVISOR	1	-1	0
	LIBRARY MONITOR	1		1
	OFFICE ASSISTANT II	1		1
LIBRARY SERVICES TOTAL		27	-2.5	24.5
OTHER COMMUNITY SERVICES	ADMINISTRATIVE SECRETARY II	1	-1	0
	CULTURAL ARTS SUPERVISOR	1	-1	0
	EVENT ATTENDANT III	1	-1	0
OTHER COMMUNITY SERVICES TOTAL		3	-3	0
PACC	ADMINISTRATIVE SECRETARY III	1	-1	0
	CULTURAL & COMMUNITY SVCS DIR	0.25	-0.25	0
	EVENT ATTENDANT III	1.5	-1.5	0
	EVENT COORDINATOR	1	-1	0

<u>Department</u>	<u>Title</u>	<u>FY 18/19 Revised</u>	<u>Proposed Changes</u>	<u>FY 19/20 Adopted</u>
	PERFORMING ARTS CENTER MANAGER	1	-1	0
PACC TOTAL		4.75	-4.75	0
RECREATION SERVICES	ADMINISTRATIVE ASSISTANT	1		1
	ADMINISTRATIVE SECRETARY II	1		1
	ADMINISTRATIVE SECRETARY III	1		1
	ADMINISTRATIVE TECHNICIAN	1	-1	0
	COMMUNITY SERVICES MANAGER	1		1
	CULTURAL & COMMUNITY SVCS DIR	0.25	0.75	1
	MANAGEMENT ANALYST I	1		1
	OFFICE ASSISTANT II	1.75		1.75
	RECREATION SUPERVISOR	2		2
	RECREATION/HUMAN SERV COORD	13	2	15
	RECREATION/HUMAN SERV COORD (LIMITED TERM: 6/30/19)	2	-2	0
	RECREATION/HUMAN SERV LEADER I	1		1
	RECREATION/HUMAN SERV LEADER II	6	-2	4
	RECREATION/HUMAN SERV LEADER III	22.75	2	24.75
	RECREATION/HUMAN SERV LEADER III (LIMITED TERM: 6/30/19)	3	-3	0
RECREATION SERVICES TOTAL		57.75	-3.25	54.5
CULTURAL & COMMUNITY SVCS TOTAL		92.5	-13.5	79
FINANCE DEPARTMENT	ACCOUNT CLERK II	1		1
	ACCOUNT CLERK III	2		2
	ACCOUNTANT I	3		3
	ACCOUNTANT II	1		1
	ACCOUNTANT II (C)	1		1
	ACCOUNTING TECHNICIAN	3		3
	ACCOUNTING TECHNICIAN (C)	1		1
	ADMINISTRATIVE ASSISTANT (C)	1		1
	ASSISTANT CHIEF FIN OFFICER	1		1
	BUDGET MANAGER	1		1
	BUYER	3		3
	CHIEF FINANCIAL OFFICER	1		1
	CONTROLLER	1		1
	FINANCIAL ANALYST I	2		2
	FINANCIAL ANALYST II	2	1	3
	FINANCIAL ANALYST III	1		1
	SENIOR MANAGER, INTERNAL CONTROL	0	1	1
	MAIL CLERK	2	-0.5	1.5
	MANAGEMENT ACCOUNTANT/AUDITOR	2		2
	MANAGEMENT ANALYST III (C)	1		1
	PURCHASING MANAGER	1		1
FINANCE DEPARTMENT TOTAL		31	1.5	32.5
FIRE DEPARTMENT	ADMINISTRATIVE ASSISTANT (C)	1		1
	ADMINISTRATIVE SECRETARY II	2		2
	ASSISTANT FIRE CHIEF	1		1
	BATTALION CHIEF	5		5
	CUPA MANAGER	1		1
	EMS COORDINATOR	1		1
	EMERGENCY SERVICES MANAGER	1		1
	FIRE CAPTAIN	32		32
	FIRE CHIEF	1		1
	FIRE ENGINEER	34	-1	33
	FIRE ENVIRONMENTAL SPEC I	2		2
	FIRE ENVIRONMENTAL SPEC II	2		2
	FIRE INSPECTOR (Sworn)	0	1	1
	FIRE INSPECTOR II (Non-Sworn)	2		2
	FIREFIGHTER	44		44
	MANAGEMENT ANALYST II	1		1
	PLANS EXAMINER II	1		1
FIRE DEPARTMENT TOTAL		131	0	131

<u>Department</u>	<u>Title</u>	<u>FY 18/19 Revised</u>	<u>Proposed Changes</u>	<u>FY 19/20 Adopted</u>
HOUSING				
HOUSING AUTHORITY	ACCOUNT CLERK II	1		1
	ACCOUNT CLERK III	1		1
	ACCOUNTANT I	2		2
	ACCOUNTING TECHNICIAN	1		1
	ADMINISTRATIVE SECRETARY III	1		1
	COMPUTER NETWORK ENGINEER III	1		1
	CUSTODIAN	2		2
	FAC MAINT WORKER I	1		1
	FAC MAINT WORKER II	3		3
	GROUNDWORKER I	1		1
	GROUNDWORKER II	3		3
	HOUSING CONTRACT ADMIN	1		1
	HOUSING DIRECTOR	1		1
	HOUSING ENGINEER	1		1
	HOUSING FINANCIAL OFFICER	1		1
	HOUSING INSPECTOR	1		1
	HOUSING MAINT SUPERVISOR	1		1
	HOUSING PROGRAM SUPERVISOR	2		2
	HOUSING PROGRAMS MANAGER	1		1
	HOUSING SPECIALIST I	5		5
	HOUSING SPECIALIST II	8		8
	MAINTENANCE WORKER HOUSING	4		4
	MANAGEMENT ANALYST II	1		1
	OFFICE ASSISTANT I	3		3
	OFFICE ASSISTANT II	8		8
	RESIDENT SERVICES COORDINATOR	1		1
	SR. HOUSING MAINTENANCE WORKER	2		2
	SR. HOUSING SPECIALIST	4		4
HOUSING AUTHORITY TOTAL		62	0	62
HOUSING SERVICES	ACCOUNTING MANAGER	1		1
	ADMINISTRATIVE TECHNICIAN	1		1
	COMPLIANCE SERVICES MANAGER	1		1
	GRANTS COORDINATOR	1		1
	GRANTS SPECIALIST I	1		1
	HOMELESS ASSISTANCE PGM COORD	1		1
	HOUSING REHABILITATION PROGRAM MANAGER	1		1
	REHAB LOAN SPECIALIST	2		2
HOUSING SERVICES TOTAL		9		9
HOUSING DEPARTMENT TOTAL		71	0	71
HUMAN RESOURCES DEPARTMENT	ADMINISTRATIVE ASSISTANT (C)	2		2
	ASSISTANT HR DIRECTOR	1		1
	HUMAN RESOURCES ANALYST I	1	2	3
	HUMAN RESOURCES DIRECTOR	1		1
	HUMAN RESOURCES MANAGER	1		1
	HUMAN RESOURCES TECHNICIAN	5	-2	3
	PRINCIPAL HR ANALYST	1	-1	0
	SR. HUMAN RESOURCES ANALYST	2	-1	1
	SR. HUMAN RESOURCES COORDINATOR	2		2
HUMAN RESOURCES DEPARTMENT TOTAL		16	-2	14
INFORMATION SVS OPERATION	COMPUTER NETWORK ENG I	1		1
	COMPUTER NETWORK ENGINEER II	6	-1	5
	COMPUTER NETWORK ENGINEER III	7	-1	6
	GEOGRAPH INFO SYSTEMS TECH III	1		1
	GEOGRAPHIC INFO SYSTEMS COORD	1		1
	INFO. TECHNOLOGY DIRECTOR	1		1
	PROGRAMMER ANALYST	4	-1	3
	SYSTEMS ADMINISTRATOR	4		4
	SYSTEMS ANALYST II	1		1
	SYSTEMS ANALYST III	1		1

<u>Department</u>	<u>Title</u>	<u>FY 18/19 Revised</u>	<u>Proposed Changes</u>	<u>FY 19/20 Adopted</u>
INFORMATION SVS OPERATION TOTAL		27	-3	24
POLICE DEPARTMENT	ACCOUNT CLERK III	2		2
	ADMINISTRATIVE ASSISTANT (C)	1		1
	ADMINISTRATIVE SECRETARY II	1		1
	ADMINISTRATIVE SVC'S ASSISTANT	2		2
	ANIMAL SAFETY OFFICER	2	-1	1
	ASSISTANT POLICE CHIEF	2		2
	COMMUNITY AFFAIRS MANAGER	1		1
	COMMUNITY SERVICE OFFICER	12		12
	CRIME ANALYSIS DATA TECHNICIAN	2		2
	CRIME ANALYST I	2		2
	CRIME ANALYST II	1		1
	CROSSING GUARD	6		6
	EVIDENCE TECHNICIAN I	2		2
	MISSING PERSONS SPECIALIST	1		1
	OFFICE ASSISTANT II	1		1
	POLICE CALL TAKER	4		4
	POLICE CHIEF	1		1
	POLICE COMMANDER	8		8
	POLICE FINANCE/GRANTS MANAGER	1		1
	POLICE OFFICER I/PUBLIC SAFETY TRAINEE	76		76
	POLICE OFFICER II	103		103
	POLICE OFFICER III	28		28
	POLICE RECORDS MANAGER	1		1
	POLICE RECORDS SUPERVISOR	1		1
	POLICE RECORDS TECHNICIAN I	8.75		8.75
	POLICE RECORDS TECHNICIAN II	5.25		5.25
	POLICE RECORDS TECHNICIAN III	2		2
	POLICE SERGEANT	31		31
	POLICE SERVICE OFFICER	8		8
	POLICE WORD PROCESSOR II	7		7
	POLICE WORD PROCESSOR III	1		1
	PROPERTY & EVIDENCE CUSTODIAN	1		1
	PROPERTY & EVIDENCE TECH II	5		5
	PUBLIC SAFETY COMM MANAGER	1		1
	PUBLIC SAFETY DISPATCHER I	7		7
	PUBLIC SAFETY DISPATCHER II	12		12
	PUBLIC SAFETY DISPATCHER III	5		5
	SEX REGISTRANT SPECIALIST	1		1
	SR. ANIMAL SAFETY OFFICER	1		1
	SR. POLICE SERVICE OFFICER	1		1
	SR. TRAFFIC SERVICE ASST	2		2
	TRAFFIC SERVICE ASST I	8		8
	TRAFFIC SERVICE ASST II	6		6
	VICTIM SERVICES SPECIALIST	1	-1	0
POLICE DEPARTMENT TOTAL		375	-2	373
PUBLIC WORKS				
ENVIRONMENTAL RESOURCE	ACCOUNT CLERK III	3		3
	ACCOUNTING TECHNICIAN	1		1
	ADMINISTRATIVE ASSISTANT	1		1
	ADMINISTRATIVE SECRETARY III	1		1
	ADMINISTRATIVE TECHNICIAN	1		1
	CALL CENTER MANAGER	1		1
	CHIEF OF COLLECTIONS	1		1
	CONTAINER SERVICE WORKER	2		2
	CUSTOMER SERVICE REP I	5		5
	CUSTOMER SERVICE REP II	7		7
	ENVIROMENTAL RESOURCES SUPV	5		5
	ENVIRON RESOURCES DIVISION MANAGER	1		1
	EQUIPMENT OPERATOR	12		12
	HEALTH, SAFETY & TRAINING OFFICER	1		1
	MAINTENANCE WORKER TRAINEE	22		22

<u>Department</u>	<u>Title</u>	<u>FY 18/19 Revised</u>	<u>Proposed Changes</u>	<u>FY 19/20 Adopted</u>
	MANAGEMENT ANALYST III	1		1
	MRF DISPATCHER	3		3
	MRF MANAGER	1		1
	MRF MACHINERY OPERATOR	3		3
	MRF MECHANIC	3		3
	OFFICE ASSISTANT I	1		1
	OUTREACH/EDUCATION SPECIALIST	1		1
	RECYCLING MANAGER	1		1
	ROUTE CHECKER	5		5
	SOLID WASTE EQUIP OPER II	49		49
	SOLID WASTE TRANS OPERATOR	14		14
	SORTER	26		26
	TREATMENT PLANT ELECTRICIAN	1		1
ENVIRONMENTAL RESOURCE TOTAL		173	0	173
FACILITIES MAINTENANCE SERVICES				
	CONSTRUCTION PROJECT MANAGER	1		1
	CUSTODIAL SUPERVISOR	1		1
	CUSTODIAN	11		11
	FAC MAINT WORKER II	4		4
	FACILITIES MAINTENANCE SPVR	1	-1	0
	HVAC TECHNICIAN	2		2
	MAINTENANCE CARPENTER	2		2
	MAINTENANCE ELECTRICIAN	2		2
	MAINTENANCE PLUMBER	1		1
	MAINTENANCE SERVICES MANAGER	0	1	1
	OFFICE ASSISTANT II	1	-1	0
	SR. FACILITIES MAINTENANCE WORKER	2		2
FACILITIES MAINTENANCE SERVICES TOTAL		28	-1	27
FLEET SERVICES OPERATION				
	ADMINISTRATIVE TECHNICIAN	1		1
	CUSTOMER SERVICE REP I	1		1
	FLEET SERVICES MAINT WORKER	1		1
	FLEET SERVICES MANAGER	1		1
	FLEET SERVICES MECHANIC I	9	-3	6
	FLEET SERVICES MECHANIC II	9		9
	FLEET SERVICES MECHANIC SPVR	2		2
	SR. FLEET SERVICES MECHANIC	6		6
	TIRE REPAIRER	1		1
FLEET SERVICES OPERATION TOTAL		31	-3	28
MAINTENANCE SERVICES				
	ADMINISTRATIVE ASSISTANT	1		1
	ADMINISTRATIVE SECRETARY II	1		1
	ADMINISTRATIVE SECRETARY III	1		1
	ADMINISTRATIVE SERVICES MANAGER	1		1
	CONSTRUCTION PROJ COORDINATOR	1		1
	EQUIPMENT OPERATOR	5		5
	GRAFFITI ACTION COORDINATOR	1		1
	GROUNDWORKER I	40	-14	26
	GROUNDWORKER II	8	-1	7
	MAINTENANCE PLUMBER	1		1
	OFFICE ASSISTANT I	1		1
	OFFICE ASSISTANT II	2		2
	PARKS MAINTENANCE SUPERVISOR	3		3
	PARKS MANAGER	1		1
	PROJECT MANAGER	1		1
	SR. FACILITIES MAINTENANCE WORKER	1		1
	SR. GROUNDWORKER	3		3
	SR. STREET MAINT WORKER	4		4
	SR. TREE TRIMMER	1		1
	STREET MAINT WKR I	1		1
	STREET MAINT WKR II	3		3
	STREETS MANAGER	1		1
	TRAFFIC SAFETY MAINT WKR	2		2

<u>Department</u>	<u>Title</u>	<u>FY 18/19 Revised</u>	<u>Proposed Changes</u>	<u>FY 19/20 Adopted</u>
	TREE TRIMMER I	1		1
MAINTENANCE SERVICES TOTAL		85	-15	70
PUBLIC WORKS ADMINISTRATION	ACCOUNT CLERK II	2		2
	ADMINISTRATIVE ASSISTANT	1		1
	ADMINISTRATIVE LEGAL ASSISTANT (C)	1		1
	ADMINISTRATIVE TECHNICIAN	2		2
	ASSISTANT DIRECTOR PUBLIC WORKS	2		2
	FINANCIAL ANALYST I	1		1
	GRANTS SPECIALIST I	1		1
	MANAGEMENT ANALYST I	2	-2	0
	MANAGEMENT ANALYST II	1	2	3
	MANAGEMENT ANALYST III	1		1
	OUTREACH/EDUCATION SPECIALIST	1		1
	PUBLIC WORKS DIRECTOR	1		1
	UTILITIES FINANCE OFFICER	1		1
PUBLIC WORKS ADMINISTRATION TOTAL		17	0	17
SPECIAL DISTRICTS	SPECIAL DISTRICTS MANAGER	1		1
	LANDSCAPE INSPECTOR II	3		3
	ADMINISTRATIVE TECHNICIAN	1		1
	PROJECT MANAGER	2		2
SPECIAL DISTRICTS TOTAL		7	0	7
ENGINEERING & MAINTENANCE SERVICES	ASSISTANT CIVIL ENGINEER	1		1
	CITY ENGINEER	1		1
	CONSTRUCTION & MAINT ENGINEER	1		1
	CONSTRUCTION INSPECTOR I	1		1
	CONSTRUCTION INSPECTOR II	2		2
	CONSTRUCTION PROJ COORDINATOR	1		1
	ENGINEER	1		1
	ENGINEERING TECHNICIAN II	1		1
	JUNIOR CIVIL ENGINEER	1		1
	LANDSCAPE ARCHITECT	1		1
	PW CONSTRUCTION PROJECTS MGR	1		1
ENGINEERING & MAINTENANCE SERVICES TOTAL		12	0	12
TRAFFIC ENGINEERING	ASSOCIATE TRAFFIC DESIGN ENG	1		1
	SR. CIVIL ENGINEER	2		2
	SR. ENGR TECH/SURVEY CHIEF	1		1
	TRAFFIC ENGINEER	1		1
	TRAFFIC SIGNAL REPAIRER I	1		1
	TRAFFIC SIGNAL REPAIRER II	1		1
	TRAFFIC SIGNAL TECHNICIAN	1		1
	TRANSPORTATION SERVICES MANAGER	1		1
	TRANSPORTATION PLANNER	1		1
TRAFFIC ENGINEERING TOTAL		10	0	10
WATER OPERATION	ADMINISTRATIVE SECRETARY III	1		1
	CHIEF OPERATOR	3		3
	MAINTENANCE WORKER TRAINEE	1		1
	METER READER	7	-1	6
	METER REPAIR WORKER	3		3
	PW CONSTRUCTION PROJECTS MGR	1		1
	SR. BACKFLOW SPECIALIST	0	1	1
	SR. METER READER	1		1
	SR. METER REPAIRER WORKER	1		1
	SR. WATER DISTRIBUTION OPERATOR	2	2	4
	SR. WATER TREATMENT OPERATOR	2		2
	WATER CONSERV/OUTREACH COORDINATOR	0	1	1
	WATER CONSERV/OUTREACH TECH	1		1

<u>Department</u>	<u>Title</u>	<u>FY 18/19 Revised</u>	<u>Proposed Changes</u>	<u>FY 19/20 Adopted</u>
	WATER DISTRIBUTION OPERATOR I	9	2	11
	WATER DISTRIBUTION OPERATOR II	4	2	6
	WATER DIVISION MANAGER	1		1
	WATER OPERATIONS MANAGER/CHIEF OPERATOR	0	1	1
	WATER REGULATORY COMPL COORD	1		1
	WATER REGULATORY COMPL TECH II	2		2
	WATER RESOURCE MANAGER	1		1
	WATER TREATMENT OPERATOR II	2		2
	WATER TREATMENT OPERATOR III	3		3
WATER OPERATION TOTAL		46	8	54
RECYCLE WATER				
	ADMINISTRATIVE SECRETARY III	1		1
	SR. WASTEWATER MECHANIC	1		1
	WASTEWATER OP IN TRAINING	1		1
	WASTEWATER OPERATOR I	1		1
	WASTEWATER OPERATOR II	1		1
	WASTEWATER OPERATOR III	1		1
RECYCLE WATER TOTAL		6	0	6
STORM WATER				
	SR. WASTEWATER ENVIR SPECIALIST	1		1
	SOURCE CONTROL TECHNICIAN	1		1
	TECHNICAL SVCS/WTR QUALITY MGR	1		1
	WASTEWATER COLLECT OPERATOR II	1		1
	WASTEWATER ENVIRONMENTAL SPEC	1		1
STORM WATER TOTAL		5	0	5
WASTEWATER COLLECTION				
	ADMINISTRATIVE SECRETARY II	1	-1	0
	DATA ENTRY OPERATOR II	1		1
	MANAGEMENT ANALYST II	0	1	1
	SOURCE CONTROL INSPECTOR II	1		1
	SR. WASTEWATER COLLECTION OPERATOR	1	1	2
	SR. WASTEWATER ENVIR SPECIALIST	1		1
	WASTEWATER COLLECTIONS MANAGER	0	1	1
	WASTEWATER COLLECT OPERATOR I	2	0.5	2.5
	WASTEWATER COLLECT OPERATOR II	4		4
	WASTEWATER COLLECTIONS SUPV	1	-1	0
	WASTEWATER ENVIRONMENTAL SPEC	3		3
	WASTEWATER INFRASTRUCTURE MANAGER	0	1	1
	WASTEWATER MAINTENANCE MANAGER	1		1
WASTEWATER COLLECTION TOTAL		16	2.5	18.5

<u>Department</u>	<u>Title</u>	<u>FY 18/19 Revised</u>	<u>Proposed Changes</u>	<u>FY 19/20 Adopted</u>
WASTEWATER TREATMENT	ADMINISTRATIVE SECRETARY III	1		1
	CHEMIST	1	-1	0
	ELECTRICIAN/INSTRUMENTATION TECH	2		2
	GROUNDWORKER II	1	-1	0
	INSTRUMENTATION TECHNICIAN	1	-1	0
	LABORATORY ASSISTANT	1		1
	LABORATORY SUPERVISOR	1		1
	LABORATORY TECHNICIAN	2	1	3
	POWER PROD. OPERATOR II	2		2
	PROJECT MANAGER	1		1
	PW CONSTRUCTION PROJECTS MGR	1		1
	SR. WASTEWATER ELECTRICIAN	0	1	1
	SR. WASTEWATER MECHANIC	1	1	2
	SR. WASTEWATER OPERATOR	4		4
	TRANSPORT OPERATOR	1	-1	0
	TREATMENT PLANT ELECTRICIAN	2		2
	UTILITIES SUPERVISOR	2	-1	1
	WASTEWATER DIVISION MANAGER	1		1
	WASTEWATER MAINTENANCE SUPERV	1		1
	WASTEWATER MECHANIC II	9		9
	WASTEWATER OPER MGR/CHIEF OPER	1		1
	WASTEWATER OPERATOR I	2		2
	WASTEWATER OPERATOR II	9		9
	WASTEWATER OPERATOR III	5		5
WASTEWATER TREATMENT TOTAL		52	-2	50
PUBLIC WORKS DEPARTMENT TOTAL		488	-10.5	477.5
GRAND TOTAL		1344.5	-32.5	1312

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING
RESOLUTION NOS. 15, 204 AND 15,206 AND APPROVING THE ATTACHED
CLASSIFICATION AND SALARY SCHEDULE PURSUANT TO CHAPTER 4 OF THE
CITY PERSONNEL RULES AND REGULATIONS**

WHEREAS, the City Manager has submitted for the consideration of the City Council of the City of Oxnard an updated Classification and Salary Schedule; and,

WHEREAS, the City Council has carefully reviewed the Classification and Salary Schedule submitted by the City Manager and finds that the recommended Classification and Salary Schedule is desirable in the interest of maintaining an efficient municipal organization.

NOW, THEREFORE, THE CITY COUNCIL OR THE CITY OF OXNARD RESOLVES that the Classification and Salary Schedule attached hereto as Exhibit "A" is approved and all prior versions are rescinded effective July 1, 2019.

PASSED AND ADOPTED on this 18th day of June, 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 OF OXNARD
CLASSIFICATION AND SALARY LISTING
EFFECTIVE JULY 1, 2019

Class Code														
Account Clerk I	7102	A14	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	15.0815	15.8355	16.6272	17.4587	18.3315	19.2481	20.2106	21.2212	22.2822	23.3963		
		BIWEEKLY	1206.52	1266.84	1330.18	1396.70	1466.52	1539.85	1616.85	1697.70	1782.58	1871.70		
		ANNUAL	31369.52	32937.84	34584.58	36314.10	38129.52	40036.05	42038.05	44140.10	46346.98	48664.30		
Account Clerk II	7105	A20	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	16.7165	17.5523	18.4299	19.3515	20.319	21.3351	22.4018	23.5218	24.6979	25.9328		
		BIWEEKLY	1337.32	1404.18	1474.39	1548.12	1625.52	1706.81	1792.14	1881.74	1975.83	2074.62		
		ANNUAL	34770.32	36508.78	38334.19	40251.12	42263.52	44377.01	46595.74	48925.34	51371.63	53940.22		
Account Clerk III	7108	A27	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	18.351	19.2685	20.232	21.2435	22.3057	23.4211	24.5923	25.8218	27.1128	28.4684		
		BIWEEKLY	1468.08	1541.48	1618.56	1699.48	1784.46	1873.69	1967.38	2065.74	2169.02	2277.47		
		ANNUAL	38170.08	40078.48	42082.56	44186.48	46395.86	48715.89	51151.98	53709.34	56394.62	59214.27		
Accountant I	7120	A63	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	24.8794	26.1236	27.4297	28.8012	30.2412	31.7534	33.3411	35.0081	36.7584	38.5963		
		BIWEEKLY	1990.35	2089.89	2194.38	2304.10	2419.30	2540.27	2667.29	2800.65	2940.67	3087.70		
		ANNUAL	51749.15	54337.09	57053.78	59906.50	62901.70	66047.07	69349.49	72816.85	76457.47	80280.30		
Accountant II	7123	A80	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	27.644	29.0261	30.4775	32.0014	33.6015	35.2816	37.0456	38.898	40.8428	42.885		
		BIWEEKLY	2211.52	2322.09	2438.20	2560.11	2688.12	2822.53	2963.65	3111.84	3267.42	3430.80		
		ANNUAL	57499.52	60374.29	63393.20	66562.91	69891.12	73385.73	77054.85	80907.84	84953.02	89200.80		
Accountant II (C)	11136	C80	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
		Hourly	28.1334	29.5401	31.0173	32.5681	34.1964	35.9061	37.7015	39.5867	41.5659	43.6443	45.8265	48.1179
		BIWEEKLY	2250.67	2363.21	2481.38	2605.45	2735.71	2872.49	3016.12	3166.94	3325.27	3491.54	3666.12	3849.43
		ANNUAL	58517.47	61443.41	64515.98	67741.65	71128.51	74684.69	78419.12	82340.34	86457.07	90780.14	95319.12	100085.23
Accounting Manager	7208	M48	Lower	Upper										
		Hourly	36.2536	60.1595										
		BIWEEKLY	2900.29	4812.76										
		ANNUAL	75407.49	125131.76										
Accounting Technician	7114	A45	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	22.115	23.2207	24.3816	25.6009	26.8809	28.2249	29.6362	31.1181	32.674	34.3075		
		BIWEEKLY	1769.20	1857.66	1950.53	2048.07	2150.47	2257.99	2370.90	2489.45	2613.92	2744.60		
		ANNUAL	45999.20	48299.06	50713.73	53249.87	55912.27	58707.79	61643.30	64725.65	67961.92	71359.60		
Accounting Technician (C)	11137	C67	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
		Hourly	22.3635	23.4816	24.6557	25.8885	27.1829	28.542	29.9691	31.4677	33.0411	34.6931	36.4278	38.2492
		BIWEEKLY	1789.08	1878.53	1972.46	2071.08	2174.63	2283.36	2397.53	2517.42	2643.29	2775.45	2914.22	3059.94
		ANNUAL	46516.08	48841.73	51283.86	53848.08	56540.43	59367.36	62335.73	65452.82	68725.49	72161.65	75769.82	79558.34
Administrative Assistant	1535	A61	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	24.8203	26.0614	27.3643	28.7327	30.1692	31.6777	33.2617	34.9247	36.671	38.5045		
		BIWEEKLY	1985.62	2084.91	2189.14	2298.62	2413.54	2534.22	2660.94	2793.98	2933.68	3080.36		
		ANNUAL	51626.22	54207.71	56917.74	59764.02	62751.94	65889.62	69184.34	72643.38	76275.68	80089.36		
Administrative Assistant (C)	1538	C70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
		Hourly	25.576	26.8547	28.1975	29.6074	31.0878	32.6421	34.2742	35.9878	37.7874	39.6768	41.6607	43.7435
		BIWEEKLY	2046.08	2148.38	2255.80	2368.59	2487.02	2611.37	2741.94	2879.02	3022.99	3174.14	3332.86	3499.48
		ANNUAL	53198.08	55857.78	58650.80	61583.39	64662.62	67895.57	71290.34	74854.62	78597.79	82527.74	86654.26	90986.48
Administrative Legal Assistant	1309	C70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
		Hourly	25.576	26.8547	28.1975	29.6074	31.0878	32.6421	34.2742	35.9878	37.7874	39.6768	41.6607	43.7435
		BIWEEKLY	2046.08	2148.38	2255.80	2368.59	2487.02	2611.37	2741.94	2879.02	3022.99	3174.14	3332.86	3499.48
		ANNUAL	53198.08	55857.78	58650.80	61583.39	64662.62	67895.57	71290.34	74854.62	78597.79	82527.74	86654.26	90986.48
Administrative Legal Secretary I	1300	C25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
		Hourly	16.223	17.0342	17.8858	18.7801	19.7192	20.7051	21.7403	22.8274	23.9688	25.1672	26.4255	27.7469
		BIWEEKLY	1297.84	1362.74	1430.86	1502.41	1577.54	1656.41	1739.22	1826.19	1917.50	2013.38	2114.04	2219.75
		ANNUAL	33743.84	35431.14	37202.46	39062.61	41015.94	43066.61	45219.82	47480.99	49855.10	52347.78	54965.04	57713.55
Administrative Legal Secretary II	1301	C35	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
		Hourly	18.0253	18.9266	19.8729	20.8667	21.9099	23.0054	24.1558	25.3635	26.6317	27.9632	29.3614	30.8294
		BIWEEKLY	1442.02	1514.13	1589.83	1669.34	1752.79	1840.43	1932.46	2029.08	2130.54	2237.06	2348.91	2466.35
		ANNUAL	37492.62	39367.33	41335.63	43402.74	45572.59	47851.23	50244.06	52756.08	55393.94	58163.46	61071.71	64125.15
Administrative Legal Secretary III	1302	C50	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
		Hourly	20.0282	21.0296	22.0812	23.1852	24.3443	25.5616	26.8396	28.1816	29.5907	31.0703	32.6237	34.255
		BIWEEKLY	1602.26	1682.37	1766.50	1854.82	1947.54	2044.93	2147.17	2254.53	2367.26	2485.62	2609.90	2740.40
		ANNUAL	41658.66	43741.57	45928.90	48225.22	50636.14	53168.13	55826.37	58617.73	61548.66	64626.22	67857.30	71250.40
Administrative Secretary I	11138	A12	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	14.7137	15.4494	16.2219	17.0331	17.8847	18.779	19.7179	20.7037	21.739	22.8259		
		BIWEEKLY	1177.10	1235.95	1297.75	1362.65	1430.78	1502.32	1577.43	1656.30	1739.12	1826.07		
		ANNUAL	30604.50	32134.75	33741.55	35428.85	37200.18	39060.32	41013.23	43063.70	45217.12	47477.87		

CITY OF OXNARD
CLASSIFICATION AND SALARY LISTING
EFFECTIVE JULY 1, 2019

Administrative Secretary I (C)	11141	C15	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
		Hourly	15.1616	15.9197	16.7156	17.5514	18.4291	19.3505	20.318	21.3339	22.4006	23.5206	24.6966	25.9315
		BIWEEKLY	1212.93	1273.58	1337.25	1404.11	1474.33	1548.04	1625.44	1706.71	1792.05	1881.65	1975.73	2074.52
		ANNUAL	31536.13	33112.98	34768.45	36506.91	38332.53	40249.04	42261.44	44374.51	46593.25	48922.85	51368.93	53937.52
Administrative Secretary II	11144	A19	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	16.3484	17.1659	18.0241	18.9253	19.8716	20.8651	21.9085	23.0038	24.1541	25.3618		
		BIWEEKLY	1307.87	1373.27	1441.93	1514.02	1589.73	1669.21	1752.68	1840.30	1932.33	2028.94		
		ANNUAL	34004.67	35705.07	37490.13	39364.62	41332.93	43399.41	45569.68	47847.90	50240.53	52752.54		
Administrative Secretary II (C)	11147	C30	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
		Hourly	16.8461	17.6884	18.5728	19.5015	20.4766	21.5004	22.5755	23.7042	24.8895	26.1339	27.4407	28.8127
		BIWEEKLY	1347.69	1415.07	1485.82	1560.12	1638.13	1720.03	1806.04	1896.34	1991.16	2090.71	2195.26	2305.02
		ANNUAL	35039.89	36791.87	38631.42	40563.12	42591.33	44720.83	46957.04	49304.74	51770.16	54358.51	57076.66	59930.42
Administrative Secretary III	11150	A26	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	18.165	19.0732	20.0268	21.0283	22.0796	23.1835	24.3427	25.5599	26.8379	28.1798		
		BIWEEKLY	1453.20	1525.86	1602.14	1682.26	1766.37	1854.68	1947.42	2044.79	2147.03	2254.38		
		ANNUAL	37783.20	39672.26	41655.74	43738.86	45925.57	48221.68	50632.82	53164.59	55822.83	58613.98		
Administrative Secretary III (C)	11153	C40	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
		Hourly	18.7179	19.6538	20.6364	21.6683	22.7518	23.8892	25.0837	26.338	27.6549	29.0377	30.4894	32.014
		BIWEEKLY	1497.43	1572.30	1650.91	1733.46	1820.14	1911.14	2006.70	2107.04	2212.39	2323.02	2439.15	2561.12
		ANNUAL	38933.23	40879.90	42923.71	45070.06	47323.74	49689.54	52174.10	54783.04	57522.19	60398.42	63417.95	66589.12
Administrative Services Assistant	14119	C70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
		Hourly	25.576	26.8547	28.1975	29.6074	31.0878	32.6421	34.2742	35.9878	37.7874	39.6768	41.6607	43.7435
		BIWEEKLY	2046.08	2148.38	2255.80	2368.59	2487.02	2611.37	2741.94	2879.02	3022.99	3174.14	3332.86	3499.48
		ANNUAL	53198.08	55857.78	58650.80	61583.39	64662.62	67895.57	71290.34	74854.62	78597.79	82527.74	86654.26	90986.48
Administrative Services Manager	4533	M87	Lower	Upper										
		Hourly	49.532	81.4052										
		BIWEEKLY	3962.56	6512.42										
		ANNUAL	103026.56	169322.82										
Administrative Technician	1533	A36	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	19.8562	20.8491	21.8915	22.9861	24.1355	25.3421	26.6092	27.9397	29.3367	30.8035		
		BIWEEKLY	1588.50	1667.93	1751.32	1838.89	1930.84	2027.37	2128.74	2235.18	2346.94	2464.28		
		ANNUAL	41300.90	43366.13	45534.32	47811.09	50201.84	52711.57	55347.14	58114.58	61020.34	64071.28		
Administrative Technician (C)	12122	C60	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
		Hourly	20.4554	21.4782	22.552	23.6797	24.8637	26.1069	27.4122	28.7829	30.222	31.7331	33.3197	34.9857
		BIWEEKLY	1636.43	1718.26	1804.16	1894.38	1989.10	2088.55	2192.98	2302.63	2417.76	2538.65	2665.58	2798.86
		ANNUAL	42547.23	44674.66	46908.16	49253.78	51716.50	54302.35	57017.38	59868.43	62861.76	66004.85	69304.98	72770.26
After School Program Instructor (EH)			Flat Range											
		Hourly	14.2476											
Afterschool Site Leader (EH)			Flat Range											
		Hourly	16.627											
Animal Safety Officer	14150	BDI 74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly	19.7617	20.7701	21.8291	22.9429	24.1133	25.3431	26.6358					
		BIWEEKLY	1580.94	1661.61	1746.33	1835.43	1929.06	2027.45	2130.86					
		ANNUAL	41104.34	43201.81	45404.53	47721.23	50155.66	52713.65	55402.46					
Assistant Chief Financial Officer	7216	M88	Lower	Upper										
		Hourly	50.8977	83.5905										
		BIWEEKLY	4071.82	6687.24										
		ANNUAL	105867.22	173868.24										
Assistant City Attorney	1311	M89	Lower	Upper										
		Hourly	53.9966	88.5202										
		BIWEEKLY	4319.73	7081.62										
		ANNUAL	112312.93	184122.02										
Assistant City Clerk	1402	M11	Lower	Upper										
		Hourly	25.2127	42.4941										
		BIWEEKLY	2017.02	3399.53										
		ANNUAL	52442.42	88387.73										
Assistant City Manager	1202	E11	Lower	Upper										
		Hourly	85.8089	117.9874										
		BIWEEKLY	6864.71	9438.99										
		ANNUAL	178482.51	245413.79										
Assistant City Treasurer/ Revenue Accounting Manager	7309	M48	Lower	Upper										
		Hourly	36.2536	60.1595										
		BIWEEKLY	2900.29	4812.76										
		ANNUAL	75407.49	125131.76										

CITY OF OXNARD
CLASSIFICATION AND SALARY LISTING
EFFECTIVE JULY 1, 2019

Assistant Civil Engineer	5129	A94	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	35.1665	36.9247	38.7708	40.7095	42.7449	44.8821	47.1261	49.4825	51.9567	54.5545
		BIWEEKLY	2813.32	2953.98	3101.66	3256.76	3419.59	3590.57	3770.09	3958.60	4156.54	4364.36
		ANNUAL	73146.32	76803.38	80643.26	84675.76	88909.39	93354.77	98022.29	102923.60	108069.94	113473.36
Assistant Director of Community Dev.		M89	Lower	Upper								
		Hourly	53.9966	88.5202								
		BIWEEKLY	4319.73	7081.62								
		ANNUAL	112312.93	184122.02								
Assistant Director of Public Works	4538	M89	Lower	Upper								
		Hourly	53.9966	88.5202								
		BIWEEKLY	4319.73	7081.62								
		ANNUAL	112312.93	184122.02								
Assistant Fire Chief (Non-Shift)	14317	PS2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8		
		Hourly	63.78	67.0331	70.4521	74.0464	77.8232	81.7923	85.8818	90.1758		
		BIWEEKLY	5102.4	5362.648	5636.168	5923.712	6225.856	6543.384	6870.544	7214.064		
		ANNUAL	132662.4	139428.8	146540.4	154016.5	161872.3	170128	178634.1	187565.7		
Assistant Fire Chief (Shift)	14317	PS4	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8		
		Hourly	45.5572	47.8808	50.3231	52.8902	55.5881	58.423	61.3444	64.4112		
		BIWEEKLY	3644.576	3830.464	4025.848	4231.216	4447.048	4673.84	4907.552	5152.896		
		ANNUAL	94758.976	99592.06	104672	110011.6	115623.2	121519.8	127596.4	133975.3		
Assistant Human Resources Director	12119	M67	Lower	Upper								
		Hourly	48.9942	74.2335								
		BIWEEKLY	3919.54	5938.68								
		ANNUAL	101907.94	154405.68								
Assistant Plan Check Engineer	13244	A94	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	35.1665	36.9247	38.7708	40.7095	42.7449	44.8821	47.1261	49.4825	51.9567	54.5545
		BIWEEKLY	2813.32	2953.98	3101.66	3256.76	3419.59	3590.57	3770.09	3958.60	4156.54	4364.36
		ANNUAL	73146.32	76803.38	80643.26	84675.76	88909.39	93354.77	98022.29	102923.60	108069.94	113473.36
Assistant Planner	13105	A69	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	25.924	27.2203	28.5814	30.0104	31.511	33.0865	34.7409	36.4779	38.3016	40.2169
		BIWEEKLY	2073.92	2177.62	2286.51	2400.83	2520.88	2646.92	2779.27	2918.23	3064.13	3217.35
		ANNUAL	53921.92	56618.22	59449.31	62421.63	65542.88	68819.92	72261.07	75874.03	79667.33	83651.15
Assistant Police Chief	14229	PS6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8		
		Hourly	72.2206	75.9044	79.7762	83.8459	88.1229	92.6171	97.2481	102.1101		
		BIWEEKLY	5777.65	6072.35	6382.10	6707.67	7049.83	7409.37	7779.85	8168.81		
		ANNUAL	150218.85	157881.15	165934.50	174399.47	183295.63	192643.57	202276.05	212389.01		
Assistant Design Traffic Engineer	18127	A93	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	33.4919	35.1665	36.9246	38.771	40.7095	42.7449	44.8821	47.1262	49.4825	51.9567
		BIWEEKLY	2679.35	2813.32	2953.97	3101.68	3256.76	3419.59	3590.57	3770.10	3958.60	4156.54
		ANNUAL	69663.15	73146.32	76803.17	80643.68	84675.76	88909.39	93354.77	98022.50	102923.60	108069.94
Assistant Traffic Engineer	18127	A93	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	33.4919	35.1665	36.9246	38.771	40.7095	42.7449	44.8821	47.1262	49.4825	51.9567
		BIWEEKLY	2679.35	2813.32	2953.97	3101.68	3256.76	3419.59	3590.57	3770.10	3958.60	4156.54
		ANNUAL	69663.15	73146.32	76803.17	80643.68	84675.76	88909.39	93354.77	98022.50	102923.60	108069.94
Associate Planner	13108	A83	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	28.8046	30.2448	31.7471	33.3448	35.012	36.7627	38.6008	40.5309	42.5575	44.6853
		BIWEEKLY	2304.37	2419.58	2539.77	2667.58	2800.96	2941.02	3088.06	3242.47	3404.60	3574.82
		ANNUAL	59913.57	62909.18	66033.97	69357.18	72824.96	76466.42	80289.66	84304.27	88519.60	92945.42
Associate Traffic Design Engineer	18117	A97	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	37.2131	39.0739	41.0275	43.0789	45.233	47.4944	49.8692	52.3627	54.9809	57.7299
		BIWEEKLY	2977.05	3125.91	3282.20	3446.31	3618.64	3799.55	3989.54	4189.02	4398.47	4618.39
		ANNUAL	77403.25	81273.71	85337.20	89604.11	94084.64	98788.35	103727.94	108914.42	114360.27	120078.19
Battalion Chief (Non-Shift)	14314	PS1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8		
		Hourly	53.4528	56.18	59.0453	62.0574	65.2231	68.5498	71.9769	75.576		
		BIWEEKLY	4276.22	4494.40	4723.62	4964.59	5217.85	5483.98	5758.15	6046.08		
		ANNUAL	111181.82	116854.40	122814.22	129079.39	135664.05	142583.58	149711.95	157198.08		
Battalion Chief (Shift)	14314	PS3	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8		
		Hourly	38.1805	40.1284	42.1753	44.3268	46.5879	48.964	51.4121	53.9829		
		BIWEEKLY	3054.44	3210.27	3374.02	3546.14	3727.03	3917.12	4112.97	4318.63		
		ANNUAL	79415.44	83467.07	87724.62	92199.74	96902.83	101845.12	106937.17	112284.43		
Budget Manager	7210	M62	Lower	Upper								
		Hourly	39.8778	68.9985								
		BIWEEKLY	3190.22	5519.88								
		ANNUAL	82945.82	143516.88								

CITY OF OXNARD
CLASSIFICATION AND SALARY LISTING
EFFECTIVE JULY 1, 2019

Building Inspector I	13203	BGL 104.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
		Hourly	26.769	28.1346	29.5698	31.0781	32.6636	34.3295	36.0806		
		BIWEEKLY	2141.52	2250.77	2365.58	2486.25	2613.09	2746.36	2886.45		
		ANNUAL	55679.52	58519.97	61505.18	64642.45	67940.29	71405.36	75047.65		
Building Inspector II	13206	BHK 114.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
		Hourly	29.5698	31.0781	32.6636	34.3295	36.0806	37.9214	39.8555		
		BIWEEKLY	2365.58	2486.25	2613.09	2746.36	2886.45	3033.71	3188.44		
		ANNUAL	61505.18	64642.45	67940.29	71405.36	75047.65	78876.51	82899.44		
Buyer	8311	A40	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
		Hourly	21.6314	22.713	23.8487	25.0412	26.2931	27.608	28.9882	30.4376	31.9596
		BIWEEKLY	1730.51	1817.04	1907.90	2003.30	2103.45	2208.64	2319.06	2435.01	2556.77
		ANNUAL	44993.31	47243.04	49605.30	52085.70	54689.65	57424.64	60295.46	63310.21	66475.97
Call Center Manager	16119	M36	Lower	Upper							
		Hourly	32.8917	54.781							
		BIWEEKLY	2631.34	4382.48							
		ANNUAL	68414.74	113944.48							
Chemist	19158	A72	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
		Hourly	26.6884	28.0228	29.424	30.8952	32.4401	34.062	35.7651	37.5533	39.4309
		BIWEEKLY	2135.07	2241.82	2353.92	2471.62	2595.21	2724.96	2861.21	3004.26	3154.47
		ANNUAL	55511.87	58287.42	61201.92	64262.02	67475.41	70848.96	74391.41	78110.86	82016.27
Chief Assistant City Attorney	1307	M99	Lower	Upper							
		Hourly	86.0982	92.9462							
		BIWEEKLY	6887.86	7435.70							
		ANNUAL	179084.26	193328.10							
Chief Financial Officer	7215	E14	Lower	Upper							
		Hourly	83.4866	114.7942							
		BIWEEKLY	6678.93	9183.54							
		ANNUAL	173652.13	238771.94							
Chief of Collections	16120	M36	Lower	Upper							
		Hourly	32.8917	54.781							
		BIWEEKLY	2631.34	4382.48							
		ANNUAL	68414.74	113944.48							
Chief Operator	20137	M32	Lower	Upper							
		Hourly	31.5996	52.7138							
		BIWEEKLY	2527.97	4217.10							
		ANNUAL	65727.17	109644.70							
City Attorney	1314	E12	Lower	Upper							
		Hourly	104.5903	117.174							
		BIWEEKLY	8367.22	9373.92							
		ANNUAL	217547.82	243721.92							
City Clerk	1405	E03	Lower	Upper							
		Hourly	52.7271	72.4996							
		BIWEEKLY	4218.17	5799.97							
		ANNUAL	109672.37	150799.17							
City Corp Leader Trainee I Extra Help		A10	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
		Hourly	13.5691	14.2476	14.9599	15.7079	16.4933	17.318	18.1839	19.0931	20.0177
		BIWEEKLY	1085.53	1139.81	1196.79	1256.63	1319.46	1385.44	1454.71	1527.45	1601.42
		ANNUAL	28223.73	29635.01	31116.59	32672.43	34306.06	36021.44	37822.51	39713.65	41636.82
City Corp Leader Trainee II Extra Help		A14	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
		Hourly	15.0815	15.8355	16.6272	17.4587	18.3315	19.2481	20.2106	21.2212	22.2822
		BIWEEKLY	1206.52	1266.84	1330.18	1396.70	1466.52	1539.85	1616.85	1697.70	1782.58
		ANNUAL	31369.52	32937.84	34584.58	36314.10	38129.52	40036.05	42038.05	44140.10	46346.98
City Corp Student Trainee Extra Help			Lower	Upper							
		Hourly	9.35	11							
		BIWEEKLY	748.00	880.00							
		ANNUAL	19448.00	22880.00							
City Council	1102	BIWEEKLY	1701.01								
		ANNUAL	20412.08								
City Engineer	4537	M89	Lower	Upper							
		Hourly	53.9966	88.5202							
		BIWEEKLY	4319.73	7081.62							
		ANNUAL	112312.93	184122.02							
City Librarian	10128	M38	Lower	Upper							
		Hourly	33.5903	55.8988							
		BIWEEKLY	2687.22	4471.90							
		ANNUAL	69867.82	116269.50							

City Manager	1208	E13	Lower	Upper										
		Hourly		135.202	135.202									
		BIWEEKLY		10816.16	10816.16									
		ANNUAL		281220.16	281220.16									
City Surveyor	5110	M34	Lower	Upper										
		Hourly		32.2314	53.7246									
		BIWEEKLY		2578.51	4297.97									
		ANNUAL		67041.31	111747.17									
City Treasurer	7305	E03	Lower	Upper										
		Hourly		52.7271	72.4996									
		BIWEEKLY		4218.17	5799.97									
		ANNUAL		109672.37	150799.17									
Civil Engineer	5132	A98	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly		39.0738	41.0275	43.0788	45.2328	47.4945	49.8691	52.3627	54.9807	57.7297	60.6163	
		BIWEEKLY		3125.90	3282.20	3446.30	3618.62	3799.56	3989.53	4189.02	4398.46	4618.38	4849.30	
		ANNUAL		81273.50	85337.20	89603.90	94084.22	98788.56	103727.73	108914.42	114359.86	120077.78	126081.90	
Code Compliance Inspector I	13232	BFO 96	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly		24.5978	25.8527	27.1712	28.5576	30.0142	31.545	33.1544				
		BIWEEKLY		1967.82	2068.22	2173.70	2284.61	2401.14	2523.60	2652.35				
		ANNUAL		51163.42	53773.62	56516.10	59399.81	62429.54	65613.60	68961.15				
Code Compliance Inspector II	13233	BGP 106	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly		27.1712	28.5576	30.0142	31.545	33.1544	34.8453	36.6229				
		BIWEEKLY		2173.70	2284.61	2401.14	2523.60	2652.35	2787.62	2929.83				
		ANNUAL		56516.10	59399.81	62429.54	65613.60	68961.15	72478.22	76175.63				
Code Compliance Manager	13240	M40	Lower	Upper										
		Hourly		34.2363	56.9327									
		BIWEEKLY		2738.90	4554.62									
		ANNUAL		71211.50	118420.02									
Communications & Marketing Manager		M51	Lower	Upper										
		Hourly		37.0599	61.454									
		BIWEEKLY		2964.79	4916.32									
		ANNUAL		77084.59	127824.32									
Community Affairs Manager	14126	M38	Lower	Upper										
		Hourly		33.5903	55.8988									
		BIWEEKLY		2687.22	4471.90									
		ANNUAL		69867.82	116269.50									
Community Development Director	4520	E09	Lower	Upper										
		Hourly		70.7951	97.3435									
		BIWEEKLY		5663.61	7787.48									
		ANNUAL		147253.81	202474.48									
Comm. Outreach & Prod. Spec.	2108	M22	Lower	Upper										
		Hourly		28.511	47.7718									
		BIWEEKLY		2280.88	3821.74									
		ANNUAL		59302.88	99365.34									
Community Service Officer	14200	A34	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly		19.6107	20.5913	21.6208	22.7019	23.8371	25.0289	26.2803	27.5943	28.9742	30.4229	
		BIWEEKLY		1568.86	1647.30	1729.66	1816.15	1906.97	2002.31	2102.42	2207.54	2317.94	2433.83	
		ANNUAL		40790.26	42829.90	44971.26	47219.95	49581.17	52060.11	54663.02	57396.14	60266.34	63279.63	
Community Services Manager	15124	M29	Lower	Upper										
		Hourly		31.0167	51.7808									
		BIWEEKLY		2481.34	4142.46									
		ANNUAL		64514.74	107704.06									
Compliance Services Manager	9214	M29	Lower	Upper										
		Hourly		31.0167	51.7808									
		BIWEEKLY		2481.34	4142.46									
		ANNUAL		64514.74	107704.06									
Computer Network Engineer I	3119	A32	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly		19.3445	20.3118	21.3272	22.3935	23.5133	24.689	25.9235	27.2197	28.5806	30.0097	
		BIWEEKLY		1547.56	1624.94	1706.18	1791.48	1881.06	1975.12					

CITY OF OXNARD
CLASSIFICATION AND SALARY LISTING
EFFECTIVE JULY 1, 2019

Computer Network Engineer III	3117	A78	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	27.3098	28.6754	30.1091	31.6145	33.1953	34.8551	36.5979	38.4277	40.3491	42.3665
		BIWEEKLY	2184.78	2294.03	2408.73	2529.16	2655.62	2788.41	2927.83	3074.22	3227.93	3389.32
		ANNUAL	56804.38	59644.83	62626.93	65758.16	69046.22	72498.61	76123.63	79929.62	83926.13	88122.32
Computer Operator	3121	A49	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	22.7582	23.8962	25.0911	26.3456	27.663	29.0461	30.4984	32.0233	33.6246	35.3057
		BIWEEKLY	1820.66	1911.70	2007.29	2107.65	2213.04	2323.69	2439.87	2561.86	2689.97	2824.46
		ANNUAL	47337.06	49704.10	52189.49	54798.85	57539.04	60415.89	63436.67	66608.46	69939.17	73435.86
Construction & Maint. Engineer	17117	M66	Lower	Upper								
		Hourly	40.9834	67.7275								
		BIWEEKLY	3278.67	5418.2								
		ANNUAL	85245.47	140873.2								
Construction Inspector I	13202	BGL 104.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	26.769	28.1346	29.5698	31.0781	32.6636	34.3295	36.0806			
		BIWEEKLY	2141.52	2250.77	2365.58	2486.25	2613.09	2746.36	2886.45			
		ANNUAL	55679.52	58519.97	61505.18	64642.45	67940.29	71405.36	75047.65			
Construction Inspector II	13204	BHK 114.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	29.5698	31.0781	32.6636	34.3295	36.0806	37.9214	39.8555			
		BIWEEKLY	2365.58	2486.25	2613.09	2746.36	2886.45	3033.71	3188.44			
		ANNUAL	61505.18	64642.45	67940.29	71405.36	75047.65	78876.51	82899.44			
Construction Project Coordinator	13226	A61	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	24.8203	26.0614	27.3643	28.7327	30.1692	31.6777	33.2617	34.9247	36.671	38.5045
		BIWEEKLY	1985.62	2084.91	2189.14	2298.62	2413.54	2534.22	2660.94	2793.98	2933.68	3080.36
		ANNUAL	51626.22	54207.71	56917.74	59764.02	62751.94	65889.62	69184.34	72643.38	76275.68	80089.36
Construction Project Manager	13227	M29	Lower	Upper								
		Hourly	31.0167	51.7808								
		BIWEEKLY	2481.34	4142.46								
		ANNUAL	64514.74	107704.06								
Consultant			Lower	Upper								
		Hourly	25	100								
		BIWEEKLY	2000	8000								
		ANNUAL	52000	208000								
Container Service Worker	16111	BDI 74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	19.7617	20.7701	21.8291	22.9429	24.1133	25.3431	26.6358			
		BIWEEKLY	1580.94	1661.61	1746.33	1835.43	1929.06	2027.45	2130.86			
		ANNUAL	41104.34	43201.81	45404.53	47721.23	50155.66	52713.65	55402.46			
Controller	7211	M62	Lower	Upper								
		Hourly	39.8778	68.9985								
		BIWEEKLY	3190.22	5519.88								
		ANNUAL	82945.82	143516.88								
Crime Analysis Data Technician	14121	A34	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	19.6107	20.5913	21.6208	22.7019	23.8371	25.0289	26.2803	27.5943	28.9742	30.4229
		BIWEEKLY	1568.86	1647.30	1729.66	1816.15	1906.97	2002.31	2102.42	2207.54	2317.94	2433.83
		ANNUAL	40790.26	42829.90	44971.26	47219.95	49581.17	52060.11	54663.02	57396.14	60266.34	63279.63
Crime Analyst I	14120	A48	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	22.6279	23.7592	24.9472	26.1947	27.5043	28.8796	30.3235	31.8397	33.4317	35.1034
		BIWEEKLY	1810.23	1900.74	1995.78	2095.58	2200.34	2310.37	2425.88	2547.18	2674.54	2808.27
		ANNUAL	47066.03	49419.14	51890.18	54484.98	57208.94	60069.57	63072.88	66226.58	69537.94	73015.07
Crime Analyst II	14123	A64	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	25.1421	26.3993	27.7193	29.1053	30.5606	32.0886	33.6931	35.3778	37.1467	39.004
		BIWEEKLY	2011.37	2111.94	2217.54	2328.42	2444.85	2567.09	2695.45	2830.22	2971.74	3120.32
		ANNUAL	52295.57	54910.54	57656.14	60539.02	63566.05	66744.29	70081.65	73585.82	77265.14	81128.32
Crossing Guard	14102	A00	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	9.2229	9.6841	10.1684	10.6768	11.2104	11.771	12.3597	12.9777	13.6264	14.3077
		BIWEEKLY	737.83	774.73	813.47	854.14	896.83	941.68	988.78	1038.22	1090.11	1144.62
		ANNUAL	19183.63	20142.93	21150.27	22207.74	23317.63	24483.68	25708.18	26993.62	28342.91	29760.02
Cultural & Comm. Svcs. Director	10132	E06	Lower	Upper								
		Hourly	60.4572	83.1286								
		BIWEEKLY	4836.58	6650.29								
		ANNUAL	125750.98	172907.49								
Cultural Arts Supervisor	2205	M11	Lower	Upper								
		Hourly	25.2127	42.4941								
		BIWEEKLY	2017.02	3399.53								
		ANNUAL	52442.42	88387.73								
CUPA Coordinator	14313	M44	Lower	Upper								
		Hourly	35.2972	58.6302								
		BIWEEKLY	2823.78	4690.42								
		ANNUAL	73418.18	121950.82								

CITY OF OXNARD
CLASSIFICATION AND SALARY LISTING
EFFECTIVE JULY 1, 2019

CUPA Manager	14310	M44	Lower	Upper								
		Hourly		35.2972	58.6302							
		BIWEEKLY		2823.78	4690.42							
		ANNUAL		73418.18	121950.82							
Custodial Supervisor	6120	M14	Lower	Upper								
		Hourly		25.9347	43.6498							
		BIWEEKLY		2074.78	3491.98							
		ANNUAL		53944.18	90791.58							
Custodian	6114	BAQ 48	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly		15.2574	16.0354	16.8535	17.713	18.6166	19.5665	20.5643		
		BIWEEKLY		1220.59	1282.83	1348.28	1417.04	1489.33	1565.32	1645.14		
		ANNUAL		31735.39	33353.63	35055.28	36843.04	38722.53	40698.32	42773.74		
Customer Service Acct Tech	7141	A45	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly		22.115	23.2207	24.3816	25.6009	26.8809	28.2249	29.6362	31.1181	32.674
		BIWEEKLY		1769.20	1857.66	1950.53	2048.07	2150.47	2257.99	2370.90	2489.45	2613.92
		ANNUAL		45999.20	48299.06	50713.73	53249.87	55912.27	58707.79	61643.30	64725.65	67961.92
Customer Service Rep I	7138	A14	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly		15.0815	15.8355	16.6272	17.4587	18.3315	19.2481	20.2106	21.2212	22.2822
		BIWEEKLY		1206.52	1266.84	1330.18	1396.70	1466.52	1539.85	1616.85	1697.70	1782.58
		ANNUAL		31369.52	32937.84	34584.58	36314.10	38129.52	40036.05	42038.05	44140.10	46346.98
Customer Service Rep II	7139	A20	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly		16.7165	17.5523	18.4299	19.3515	20.319	21.3351	22.4018	23.5218	24.6979
		BIWEEKLY		1337.32	1404.18	1474.39	1548.12	1625.52	1706.81	1792.14	1881.74	1975.83
		ANNUAL		34770.32	36508.78	38334.19	40251.12	42263.52	44377.01	46595.74	48925.34	51371.63
Data Entry Operator I	6110	A14	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly		15.0815	15.8355	16.6272	17.4587	18.3315	19.2481	20.2106	21.2212	22.2822
		BIWEEKLY		1206.52	1266.84	1330.18	1396.70	1466.52	1539.85	1616.85	1697.70	1782.58
		ANNUAL		31369.52	32937.84	34584.58	36314.10	38129.52	40036.05	42038.05	44140.10	46346.98
Data Entry Operator II	11114	A20	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly		16.7165	17.5523	18.4299	19.3515	20.319	21.3351	22.4018	23.5218	24.6979
		BIWEEKLY		1337.32	1404.18	1474.39	1548.12	1625.52	1706.81	1792.14	1881.74	1975.83
		ANNUAL		34770.32	36508.78	38334.19	40251.12	42263.52	44377.01	46595.74	48925.34	51371.63
Deputy Building Official	13213	M74	Lower	Upper								
		Hourly		43.0712	71.0683							
		BIWEEKLY		3445.70	5685.46							
		ANNUAL		89588.10	147822.06							
Deputy City Attorney I	1306	M48	Lower	Upper								
		Hourly		36.2536	60.1595							
		BIWEEKLY		2900.29	4812.76							
		ANNUAL		75407.49	125131.76							
Deputy City Attorney II	1308	M62	Lower	Upper								
		Hourly		39.8778	68.9985							
		BIWEEKLY		3190.22	5519.88							
		ANNUAL		82945.82	143516.88							
Deputy City Manager	7219	E08	Lower	Upper								
		Hourly		67.458	92.7548							
		BIWEEKLY		5396.64	7420.38							
		ANNUAL		140312.64	192929.98							
Deputy Director-Public Works	4534	M89	Lower	Upper								
		Hourly		53.9966	88.5202							
		BIWEEKLY		4319.73	7081.62							
		ANNUAL		112312.93	184122.02							
Deputy Housing Director	9160	M66	Lower	Upper								
		Hourly		40.9834	67.7275							
		BIWEEKLY		3278.67	5418.20							
		ANNUAL		85245.47	140873.20							
Design & Construction Svcs Mngr	4542	M83	Lower	Upper								
		Hourly		46.5184	76.5867							
		BIWEEKLY		3721.47	6126.94							
		ANNUAL		96758.27	159300.34							
Development Services Director	4525	E09	Lower	Upper								
		Hourly		70.7951	97.3435							
		BIWEEKLY		5663.61	7787.48							
		ANNUAL		147253.81	202474.48							
Development Services Manager	4517	M87	Lower	Upper								
		Hourly		49.532	81.4052							
		BIWEEKLY		3962.56	6512.42							
		ANNUAL		103026.56	169322.82							

CITY OF OXNARD
CLASSIFICATION AND SALARY LISTING
EFFECTIVE JULY 1, 2019

Disaster Preparedness Coordinator	14315	M44	Lower	Upper								
		Hourly			35.2972	58.6302						
		BIWEEKLY			2823.78	4690.42						
		ANNUAL			73418.18	121950.82						
Downtown Revitalization Manager	7203	M67	Lower	Upper								
		Hourly			48.9942	74.2335						
		BIWEEKLY			3919.54	5938.68						
		ANNUAL			101907.94	154405.68						
Draft/Graph Technician II	5114	A57	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly										
					24.0548	25.2578	26.5207	27.8467	29.239	30.701	32.236	33.8479
		BIWEEKLY			1924.38	2020.62	2121.66	2227.74	2339.12	2456.08	2578.88	2707.83
		ANNUAL			50033.98	52536.22	55163.06	57921.14	60817.12	63858.08	67050.88	70403.63
Economic Development Director	4203	E06	Lower	Upper								
		Hourly			60.4572	83.1286						
		BIWEEKLY			4836.58	6650.29						
		ANNUAL			125750.98	172907.49						
Economic Development Manager	14316	M67	Lower	Upper								
		Hourly			48.9942	74.2335						
		BIWEEKLY			3919.54	5938.68						
		ANNUAL			101907.94	154405.68						
Electrical Inspector	13201	BIO 126.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly										
					33.3199	35.02	36.8063	38.6834	40.6568	42.7301	44.9095	
		BIWEEKLY			2665.59	2801.60	2944.50	3094.67	3252.54	3418.41	3592.76	
		ANNUAL			69305.39	72841.60	76557.10	80461.47	84566.14	88878.61	93411.76	
Electrician/Instrumentation Tech	19163	BHF 112.25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly										
					28.915	30.3904	31.9401	33.5695	35.2814	37.0814	38.9734	
		BIWEEKLY			2313.20	2431.23	2555.21	2685.56	2822.51	2966.51	3117.87	
		ANNUAL			60143.20	63212.03	66435.41	69824.56	73385.31	77129.31	81064.67	
Emergency Med. Svcs. Coord	14312	M44	Lower	Upper								
		Hourly			35.2972	58.6302						
		BIWEEKLY			2823.78	4690.42						
		ANNUAL			73418.18	121950.82						
Emergency Services Manager	14316	M44	Lower	Upper								
		Hourly			35.2972	58.6302						
		BIWEEKLY			2823.78	4690.42						
		ANNUAL			73418.18	121950.82						
Engineer	5133	A97	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly										
					37.2131	39.0739	41.0275	43.0789	45.233	47.4944	49.8692	52.3627
		BIWEEKLY			2977.05	3125.91	3282.20	3446.31	3618.64	3799.55	3989.54	4189.02
		ANNUAL			77403.25	81273.71	85337.20	89604.11	94084.64	98788.35	103727.94	108914.42
Engineer Technician I	5115	A41	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly										
					21.6495	22.7319	23.8685	25.0619	26.315	27.6307	29.0122	30.4627
		BIWEEKLY			1731.96	1818.55	1909.48	2004.95	2105.20	2210.46	2320.98	2437.02
		ANNUAL			45030.96	47282.35	49646.48	52128.75	54735.20	57471.86	60345.38	63362.42
Engineering Tech II	5120	A57	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly										
					24.0548	25.2578	26.5207	27.8467	29.239	30.701	32.236	33.8479
		BIWEEKLY			1924.38	2020.62	2121.66	2227.74	2339.12	2456.08	2578.88	2707.83
		ANNUAL			50033.98	52536.22	55163.06	57921.14	60817.12	63858.08	67050.88	70403.63
Engineering Technician I/Survey Crew	5516	A41	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly										
					21.6495	22.7319	23.8685	25.0619	26.315	27.6307	29.0122	30.4627
		BIWEEKLY			1731.96	1818.55	1909.48	2004.95	2105.20	2210.46	2320.98	2437.02
		ANNUAL			45030.96	47282.35	49646.48	52128.75	54735.20	57471.86	60345.38	63362.42
Engineering Technician II/Survey Crew	5519	A57	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly										
					24.0548	25.2578	26.5207	27.8467	29.239	30.701	32.236	33.8479
		BIWEEKLY			1924.38	2020.62	2121.66	2227.74	2339.12	2456.08	2578.88	2707.83
		ANNUAL			50033.98	52536.22	55163.06	57921.14	60817.12	63858.08	67050.88	70403.63
Environmental Resources Division Mgr	16121	M87	Lower	Upper								
		Hourly			49.532	81.4052						
		BIWEEKLY			3962.56	6512.42						
		ANNUAL			103026.56	169322.82						
Environmental Resources/ MRF Manager	16129	M87	Lower	Upper								
		Hourly			49.532	81.4052						
		BIWEEKLY			3962.56	6512.42						
		ANNUAL			103026.56	169322.82						
Environmental Resources Supervisor	16122	M19	Lower	Upper								
		Hourly			27.4712	46.1081						
		BIWEEKLY			2197.70	3688.65						
		ANNUAL			57140.10	95904.85						

CITY OF OXNARD
CLASSIFICATION AND SALARY LISTING
EFFECTIVE JULY 1, 2019

Equipment Operator	17202	BDU 79	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly	20.7701	21.8291	22.9429	24.1133	25.3431	26.6358	27.9948					
		BIWEEKLY	1661.61	1746.33	1835.43	1929.06	2027.45	2130.86	2239.58					
		ANNUAL	43201.81	45404.53	47721.23	50155.66	52713.65	55402.46	58229.18					
Event Attendant I	6102	A24	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	17.5336	18.4104	19.3309	20.2975	21.3125	22.3781	23.4969	24.6718	25.9054	27.2007		
		BIWEEKLY	1402.69	1472.83	1546.47	1623.80	1705.00	1790.25	1879.75	1973.74	2072.43	2176.06		
		ANNUAL	36469.89	38293.63	40208.27	42218.80	44330.00	46546.45	48873.55	51317.34	53883.23	56577.46		
Event Attendant II	6104	A30	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	18.8006	19.7406	20.7277	21.764	22.8522	23.9949	25.1946	26.4544	27.7771	29.1659		
		BIWEEKLY	1504.05	1579.25	1658.22	1741.12	1828.18	1919.59	2015.57	2116.35	2222.17	2333.27		
		ANNUAL	39105.25	41060.45	43113.62	45269.12	47532.58	49909.39	52404.77	55025.15	57776.37	60665.07		
Event Attendant III	6108	A36	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	19.8562	20.8491	21.8915	22.9861	24.1355	25.3421	26.6092	27.9397	29.3367	30.8035		
		BIWEEKLY	1588.50	1667.93	1751.32	1838.89	1930.84	2027.37	2128.74	2235.18	2346.94	2464.28		
		ANNUAL	41300.90	43366.13	45534.32	47811.09	50201.84	52711.57	55347.14	58114.58	61020.34	64071.28		
Event Coordinator	6111	A46	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	22.3381	23.4552	24.6277	25.8593	27.1522	28.5098	29.9352	31.432	33.0037	34.6538		
		BIWEEKLY	1787.05	1876.42	1970.22	2068.74	2172.18	2280.78	2394.82	2514.56	2640.30	2772.30		
		ANNUAL	46463.25	48786.82	51225.62	53787.34	56476.58	59300.38	62265.22	65378.56	68647.70	72079.90		
Evidence Technician I	14161	A53	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	23.3821	24.5513	25.7788	27.0679	28.4211	29.8423	31.3344	32.9012	34.5462	36.2735		
		BIWEEKLY	1870.57	1964.10	2062.30	2165.43	2273.69	2387.38	2506.75	2632.10	2763.70	2901.88		
		ANNUAL	48634.77	51066.70	53619.90	56301.23	59115.89	62071.98	65175.55	68434.50	71856.10	75448.88		
Evidence Technician II	14163	A68	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	25.8964	27.1912	28.5508	29.9783	31.4772	33.0511	34.7036	36.4388	38.2609	40.1739		
		BIWEEKLY	2071.71	2175.30	2284.06	2398.26	2518.18	2644.09	2776.29	2915.10	3060.87	3213.91		
		ANNUAL	53864.51	56557.70	59385.66	62354.86	65472.58	68746.29	72183.49	75792.70	79582.67	83561.71		
Executive Assistant I	11174	C80	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
		Hourly	28.1334	29.5401	31.0173	32.5681	34.1964	35.9061	37.7015	39.5867	41.5659	43.6443	45.8265	48.1179
		BIWEEKLY	2250.67	2363.21	2481.38	2605.45	2735.71	2872.49	3016.12	3166.94	3325.27	3491.54	3666.12	3849.43
		ANNUAL	58517.47	61443.41	64515.98	67741.65	71128.51	74684.69	78419.12	82340.34	86457.07	90780.14	95319.12	100085.23
Executive Assistant II	11177	C85	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
		Hourly	29.5401	31.0172	32.568	34.1964	35.9061	37.7015	39.5866	41.5659	43.6442	45.8264	48.1177	50.5236
		BIWEEKLY	2363.21	2481.38	2605.44	2735.71	2872.49	3016.12	3166.93	3325.27	3491.54	3666.11	3849.42	4041.89
		ANNUAL	61443.41	64515.78	67741.44	71128.51	74684.69	78419.12	82340.13	86457.07	90779.94	95318.91	100084.82	105089.09
Facilities Maint Supervisor	6159	M19	Lower	Upper										
		Hourly	27.4712	46.1081										
		BIWEEKLY	2197.70	3688.65										
		ANNUAL	57140.10	95904.85										
Facilities Maint Worker I	6126	BCE 62	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly	17.8007	18.7084	19.6633	20.666	21.7203	22.8282	23.9924					
		BIWEEKLY	1424.06	1496.67	1573.06	1653.28	1737.62	1826.26	1919.39					
		ANNUAL	37025.46	38913.47	40899.66	42985.28	45178.22	47482.66	49904.19					
Facilities Maint Worker II	6129	BDE 72	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly	19.3726	20.3604	21.3993	22.4909	23.638	24.8439	26.1112					
		BIWEEKLY	1549.81	1628.83	1711.94	1799.27	1891.04	1987.51	2088.90					
		ANNUAL	40295.01	42349.63	44510.54	46781.07	49167.04	51675.31	54311.30					
Financial Analyst I	7126	M14	Lower	Upper										
		Hourly	25.9347	43.6498										
		BIWEEKLY	2074.78	3491.98										
		ANNUAL	53944.18	90791.58										
Financial Analyst II	7129	M22	Lower	Upper										
		Hourly	28.511	47.7718										
		BIWEEKLY	2280.88	3821.74										
		ANNUAL	59302.88	99365.34										
Financial Analyst III	7132	M29	Lower	Upper										
		Hourly	31.0167	51.7808										
		BIWEEKLY	2481.34	4142.46										
		ANNUAL	64514.74	107704.06										
Financial Services Manager	7204	M62	Lower	Upper										
		Hourly	39.8778	68.9985										
		BIWEEKLY	3190.22	5519.88										
		ANNUAL	82945.82	143516.88										
Fire Captain	14311	FC1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6						
		Hourly	40.9783	43.0681	45.2643	47.5731	49.9992	52.5493						
		BIWEEKLY	3278.26	3445.45	3621.14	3805.85	3999.94	4203.94						
		ANNUAL	85234.86	89581.65	94149.74	98952.05	103998.34	109302.54						

CITY OF OXNARD
CLASSIFICATION AND SALARY LISTING
EFFECTIVE JULY 1, 2019

Fire Captain (Shift)	14311	FF2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
		Hourly	29.2694	30.7621	32.3311	33.9799	35.7133	37.5347	
		BIWEEKLY	2341.55	2460.97	2586.49	2718.39	2857.06	3002.78	
		ANNUAL	60880.35	63985.17	67248.69	70678.19	74283.66	78072.18	
Fire Chief	14320	E10	Lower	Upper					
		Hourly	73.682	101.313					
		BIWEEKLY	5894.56	8105.04					
		ANNUAL	153258.56	210731.04					
Fire Engineer	14305	FB1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
		Hourly	35.1965	36.9916	38.8782	40.8606	42.9448	45.1352	
		BIWEEKLY	2815.72	2959.33	3110.26	3268.85	3435.58	3610.82	
		ANNUAL	73208.72	76942.53	80866.66	84990.05	89325.18	93881.22	
Fire Engineer (Shift)	14305	FE2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
		Hourly	25.1399	26.4217	27.7694	29.186	30.6747	32.2395	
		BIWEEKLY	2011.19	2113.74	2221.55	2334.88	2453.98	2579.16	
		ANNUAL	52290.99	54957.14	57760.35	60706.88	63803.38	67058.16	
Fire Environmental Specialist I	14303	FA1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
		Hourly	30.8862	32.4613	34.1176	35.8577	37.6864	39.6083	
		BIWEEKLY	2470.90	2596.90	2729.41	2868.62	3014.91	3168.66	
		ANNUAL	64243.30	67519.50	70964.61	74584.02	78387.71	82385.26	
Fire Environmental Specialist II	14304	FB1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
		Hourly	35.1965	36.9916	38.8782	40.8606	42.9448	45.1352	
		BIWEEKLY	2815.72	2959.33	3110.26	3268.85	3435.58	3610.82	
		ANNUAL	73208.72	76942.53	80866.66	84990.05	89325.18	93881.22	
Fire Inspector	14308	FB1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
		Hourly	35.1965	36.9916	38.8782	40.8606	42.9448	45.1352	
		BIWEEKLY	2815.72	2959.33	3110.26	3268.85	3435.58	3610.82	
		ANNUAL	73208.72	76942.53	80866.66	84990.05	89325.18	93881.22	
Fire Inspector (Shift)	14308	FE2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
		Hourly	25.1399	26.4217	27.7694	29.186	30.6747	32.2395	
		BIWEEKLY	2011.19	2113.74	2221.55	2334.88	2453.98	2579.16	
		ANNUAL	52290.99	54957.14	57760.35	60706.88	63803.38	67058.16	
Fire Inspector I (non-sworn)	14306	BFO 96	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	24.5978	25.8527	27.1712	28.5575	30.0142	31.545	33.1544
		BIWEEKLY	1967.82	2068.22	2173.70	2284.60	2401.14	2523.60	2652.35
		ANNUAL	51163.42	53773.62	56516.10	59399.60	62429.54	65613.60	68961.15
Fire Inspector II (non-sworn)	14307	BGP 106	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	27.1712	28.5575	30.0142	31.545	33.1544	34.8454	36.6229
		BIWEEKLY	2173.70	2284.60	2401.14	2523.60	2652.35	2787.63	2929.83
		ANNUAL	56516.10	59399.60	62429.54	65613.60	68961.15	72478.43	76175.63
Firefighter (Shift)	14302	FD2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
		Hourly	22.0617	23.1866	24.3694	25.613	26.9195	28.2918	
		BIWEEKLY	1764.94	1854.93	1949.55	2049.04	2153.56	2263.34	
		ANNUAL	45888.34	48228.13	50688.35	53275.04	55992.56	58846.94	
Firefighter Trainee & Firefighter Trainee Limited Term	14300 14301	Hourly	Step 1 24.9865						
		BIWEEKLY	1998.92						
		ANNUAL	51971.92						
Fleet Services Maint Worker	17205	BCC 61	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	17.6244	18.5234	19.4685	20.4614	21.5052	22.6022	23.7551
		BIWEEKLY	1409.95	1481.87	1557.48	1636.91	1720.42	1808.18	1900.41
		ANNUAL	36658.75	38528.67	40494.48	42559.71	44730.82	47012.58	49410.61
Fleet Services Manager	17219	M44	Lower	Upper					
		Hourly	35.2972	58.6302					
		BIWEEKLY	2823.78	4690.42					
		ANNUAL	73418.18	121950.82					
Fleet Service Mechanic I	17207	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	25.3431	26.6358	27.9948	29.4224	30.9236	32.5008	34.1588
		BIWEEKLY	2027.45	2130.86	2239.58	2353.79	2473.89	2600.06	2732.70
		ANNUAL	52713.65	55402.46	58229.18	61198.59	64321.09	67601.66	71050.30
Fleet Services Mechanic II	17209	BGJ 104	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	26.6358	27.9948	29.4224	30.9236	32.5008	34.1588	35.9012
		BIWEEKLY	2130.86	2239.58	2353.79	2473.89	2600.06	2732.70	2872.10
		ANNUAL	55402.46	58229.18	61198.59	64321.09	67601.66	71050.30	74674.50
Fleet Services Mechanic Supervisor	17212	M16	Lower	Upper					
		Hourly	26.3469	45.4439					
		BIWEEKLY	2107.75	3635.51					
		ANNUAL	54801.55	94523.31					

CITY OF OXNARD
CLASSIFICATION AND SALARY LISTING
EFFECTIVE JULY 1, 2019

Fleet Services Operations Manager	17215	M19 Hourly BIWEEKLY ANNUAL	Lower 27.4712 2197.70 57140.10	Upper 46.1081 3688.65 95904.85								
Geograph Info Systems Tech I	5117	A50 Hourly BIWEEKLY ANNUAL	Step 1 22.8524 1828.19 47532.99	Step 2 23.995 1919.60 49909.60	Step 3 25.1948 2015.58 52405.18	Step 4 26.4545 2116.36 55025.36	Step 5 27.7772 2222.18 57776.58	Step 6 29.1661 2333.29 60665.49	Step 7 30.6244 2449.95 63698.75	Step 8 32.1556 2572.45 66883.65	Step 9 33.7634 2701.07 70227.87	Step 10 35.4516 2836.13 73739.33
Geograph Info Systems Tech II	5118	A70 Hourly BIWEEKLY ANNUAL	Step 1 26.0613 2084.90 54207.50	Step 2 27.3642 2189.14 56917.54	Step 3 28.7324 2298.59 59763.39	Step 4 30.169 2413.52 62751.52	Step 5 31.6773 2534.18 65888.78	Step 6 33.2613 2660.90 69183.50	Step 7 34.9242 2793.94 72642.34	Step 8 36.6706 2933.65 76274.85	Step 9 38.5041 3080.33 80088.53	Step 10 40.4294 3234.35 84093.15
Geograph Info Systems Tech III	1528	A78 Hourly BIWEEKLY ANNUAL	Step 1 27.3098 2184.78 56804.38	Step 2 28.6754 2294.03 59644.83	Step 3 30.1091 2408.73 62626.93	Step 4 31.6145 2529.16 65758.16	Step 5 33.1953 2655.62 69046.22	Step 6 34.8551 2788.41 72498.61	Step 7 36.5979 2927.83 76123.63	Step 8 38.4277 3074.22 79929.62	Step 9 40.3491 3227.93 83926.13	Step 10 42.3665 3389.32 88122.32
GIS Coordinator	3113	M51 Hourly BIWEEKLY ANNUAL	Lower 37.0599 2964.79 77084.59	Upper 61.454 4916.32 127824.32								
Graffiti Action Coordinator	15201	BFU 99 Hourly BIWEEKLY ANNUAL	Step 1 25.3431 2027.45 52713.65	Step 2 26.6358 2130.86 55402.46	Step 3 27.9948 2239.58 58229.18	Step 4 29.4224 2353.79 61198.59	Step 5 30.9236 2473.89 64321.09	Step 6 32.5008 2600.06 67601.66	Step 7 34.1588 2732.70 71050.30			
Grants Coordinator	7134	M36 Hourly BIWEEKLY ANNUAL	Lower 32.8917 2631.34 68414.74	Upper 54.781 4382.48 113944.48								
Grants Specialist I	7124	A63 Hourly BIWEEKLY ANNUAL	Step 1 24.8794 1990.35 51749.15	Step 2 26.1236 2089.89 54337.09	Step 3 27.4297 2194.38 57053.78	Step 4 28.8012 2304.10 59906.50	Step 5 30.2412 2419.30 62901.70	Step 6 31.7534 2540.27 66047.07	Step 7 33.3411 2667.29 69349.49	Step 8 35.0081 2800.65 72816.85	Step 9 36.7584 2940.67 76457.47	Step 10 38.5963 3087.70 80280.30
Grants Specialist II	7125	A80 Hourly BIWEEKLY ANNUAL	Step 1 27.644 2211.52 57499.52	Step 2 29.0261 2322.09 60374.29	Step 3 30.4775 2438.20 63393.20	Step 4 32.0014 2560.11 66562.91	Step 5 33.6015 2688.12 69891.12	Step 6 35.2816 2822.53 73385.73	Step 7 37.0456 2963.65 77054.85	Step 8 38.898 3111.84 80907.84	Step 9 40.8428 3267.42 84953.02	Step 10 42.885 3430.80 89200.80
Graphic Designer	2107	A40 Hourly BIWEEKLY ANNUAL	Step 1 21.6314 1730.51 44993.31	Step 2 22.713 1817.04 47243.04	Step 3 23.8487 1907.90 49605.30	Step 4 25.0412 2003.30 52085.70	Step 5 26.2931 2103.45 54689.65	Step 6 27.608 2208.64 57424.64	Step 7 28.9882 2319.06 60295.46	Step 8 30.4376 2435.01 63310.21	Step 9 31.9596 2556.77 66475.97	Step 10 33.5575 2684.60 69799.60
Groundswoker I	15202	BCA 60 Hourly BIWEEKLY ANNUAL	Step 1 17.4502 1396.02 36296.42	Step 2 18.3402 1467.22 38147.62	Step 3 19.2759 1542.07 40093.87	Step 4 20.2587 1620.70 42138.10	Step 5 21.2923 1703.38 44287.98	Step 6 22.3786 1790.29 46547.49	Step 7 23.5198 1881.58 48921.18			
Groundswoker II	15205	BDA 70 Hourly BIWEEKLY ANNUAL	Step 1 18.9911 1519.29 39501.49	Step 2 19.9596 1596.77 41515.97	Step 3 20.9777 1678.22 43633.62	Step 4 22.0477 1763.82 45859.22	Step 5 23.1724 1853.79 48198.59	Step 6 24.3546 1948.37 50657.57	Step 7 25.5966 2047.73 53240.93			
Health, Safety & Training Officer	19177	M26 Hourly BIWEEKLY ANNUAL	Lower 30.1103 2408.82 62629.42	Upper 50.3312 4026.50 104688.90								
Homeless Assistance Prog Coord	9150	M29 Hourly BIWEEKLY ANNUAL	Lower 31.0167 2481.34 64514.74	Upper 51.7808 4142.46 107704.06								
Housing Contract Admin	9112	A61 Hourly BIWEEKLY ANNUAL	Step 1 24.8203 1985.62 51626.22	Step 2 26.0614 2084.91 54207.71	Step 3 27.3643 2189.14 56917.74	Step 4 28.7327 2298.62 59764.02	Step 5 30.1692 2413.54 62751.94	Step 6 31.6777 2534.22 65889.62	Step 7 33.2617 2660.94 69184.34	Step 8 34.9247 2793.98 72643.38	Step 9 36.671 2933.68 76275.68	Step 10 38.5045 3080.36 80089.36
Housing Director	9211	E09 Hourly BIWEEKLY ANNUAL	Lower 70.7951 5663.61 147253.81	Upper 97.3435 7787.48 202474.48								
Housing Engineer	5127	A89 Hourly BIWEEKLY ANNUAL	Step 1 31.3971 2511.77 65305.97	Step 2 32.9669 2637.35 68571.15	Step 3 34.6152 2769.22 71999.62	Step 4 36.3458 2907.66 75599.26	Step 5 38.1633 3053.06 79379.66	Step 6 40.0713 3205.70 83348.30	Step 7 42.075 3366.00 87516.00	Step 8 44.1787 3534.30 91891.70	Step 9 46.3877 3711.02 96486.42	Step 10 48.7068 3896.54 101310.14

Housing Financial Officer	9159	M48	Lower	Upper									
		Hourly		36.2536	60.1595								
		BIWEEKLY		2900.29	4812.76								
		ANNUAL		75407.49	125131.76								
Housing Inspector	9114	BDU 79	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7				
		Hourly		20.7701	21.8291	22.9429	24.1133	25.3431	26.6358	27.9948			
		BIWEEKLY		1661.61	1746.33	1835.43	1929.06	2027.45	2130.86	2239.58			
		ANNUAL		43201.81	45404.53	47721.23	50155.66	52713.65	55402.46	58229.18			
Housing Maint. Superintendent	9123	M38	Lower	Upper									
		Hourly		33.5903	55.8988								
		BIWEEKLY		2687.22	4471.90								
		ANNUAL		69867.82	116269.50								
Housing Maintenance Supervisor	9121	M14	Lower	Upper									
		Hourly		25.9347	43.6498								
		BIWEEKLY		2074.78	3491.98								
		ANNUAL		53944.18	90791.58								
Housing Modernization Super.	9118	M38	Lower	Upper									
		Hourly		33.5903	55.8988								
		BIWEEKLY		2687.22	4471.90								
		ANNUAL		69867.82	116269.50								
Housing Program Supervisor	9132	M29	Lower	Upper									
		Hourly		31.0167	51.7808								
		BIWEEKLY		2481.34	4142.46								
		ANNUAL		64514.74	107704.06								
Housing Programs Manager	9208	M51	Lower	Upper									
		Hourly		37.0599	61.454								
		BIWEEKLY		2964.79	4916.32								
		ANNUAL		77084.59	127824.32								
Housing Rehab. Prog Manager	9202	M38	Lower	Upper									
		Hourly		33.5903	55.8988								
		BIWEEKLY		2687.22	4471.90								
		ANNUAL		69867.82	116269.50								
Housing Specialist I	9105	A44	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
		Hourly		22.0489	23.1514	24.309	25.5244	26.8007	28.1407	29.5479	31.0251	32.5765	34.2054
		BIWEEKLY		1763.91	1852.11	1944.72	2041.95	2144.06	2251.26	2363.83	2482.01	2606.12	2736.43
		ANNUAL		45861.71	48154.91	50562.72	53090.75	55745.46	58532.66	61459.63	64532.21	67759.12	71147.23
Housing Specialist II	9108	A59	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
		Hourly		24.4991	25.724	27.0102	28.3607	29.7788	31.2677	32.831	34.4727	36.1963	38.0061
		BIWEEKLY		1959.93	2057.92	2160.82	2268.86	2382.30	2501.42	2626.48	2757.82	2895.70	3040.49
		ANNUAL		50958.13	53505.92	56181.22	58990.26	61939.90	65036.82	68288.48	71703.22	75288.30	79052.69
Housing Specialist Trainee	9102	A33	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
		Hourly		19.5993	20.5792	21.6083	22.6884	23.823	25.0143	26.2649	27.5781	28.9569	30.4049
		BIWEEKLY		1567.94	1646.34	1728.66	1815.07	1905.84	2001.14	2101.19	2206.25	2316.55	2432.39
		ANNUAL		40766.54	42804.74	44945.26	47191.87	49551.84	52029.74	54630.99	57362.45	60230.35	63242.19
Human Resources Analyst I	12105	M14	Lower	Upper									
		Hourly		25.9347	43.6498								
		BIWEEKLY		2074.78	3491.98								
		ANNUAL		53944.18	90791.58								
Human Resources Analyst II	12107	M22	Lower	Upper									
		Hourly		28.511	47.7718								
		BIWEEKLY		2280.88	3821.74								
		ANNUAL		59302.88	99365.34								
Human Resources Director	12120	E08	Lower	Upper									
		Hourly		67.458	92.7548								
		BIWEEKLY		5396.64	7420.38								
		ANNUAL		140312.64	192929.98								
Human Resources Manager	12118	M62	Lower	Upper									
		Hourly		39.8778	68.9985								
		BIWEEKLY		3190.22	5519.88								
		ANNUAL		82945.82	143516.88								
Human Resources Technician	12102	C70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6					

CITY OF OXNARD
CLASSIFICATION AND SALARY LISTING
EFFECTIVE JULY 1, 2019

Information Technology Director	3102	E06 Hourly BIWEEKLY ANNUAL	Lower 60.4572 4836.58 125750.98	Upper 83.1286 6650.29 172907.49								
Instrumentation Technician	19162	BHF 112.25 Hourly BIWEEKLY ANNUAL	Step 1 28.915 2313.20 60143.20	Step 2 30.3904 2431.23 63212.03	Step 3 31.9401 2555.21 66435.41	Step 4 33.5695 2685.56 69824.56	Step 5 35.2814 2822.51 73385.31	Step 6 37.0814 2966.51 77129.31	Step 7 38.9734 3117.87 81064.67			
Intern - Extra Help	31516	Hourly BIWEEKLY ANNUAL	Lower 15 1200.00 31200.00	Upper 30 2400.00 62400.00								
Junior Civil Engineer	5126	A89 Hourly BIWEEKLY ANNUAL	Step 1 31.3971 2511.77 65305.97	Step 2 32.9669 2637.35 68571.15	Step 3 34.6152 2769.22 71999.62	Step 4 36.3458 2907.66 75599.26	Step 5 38.1633 3053.06 79379.66	Step 6 40.0713 3205.70 83348.30	Step 7 42.075 3366.00 87516.00	Step 8 44.1787 3534.30 91891.70	Step 9 46.3877 3711.02 96486.42	Step 10 48.7068 3896.54 101310.14
Junior Plan Check Engineer	13245	A89 Hourly BIWEEKLY ANNUAL	Step 1 31.3971 2511.77 65305.97	Step 2 32.9669 2637.35 68571.15	Step 3 34.6152 2769.22 71999.62	Step 4 36.3458 2907.66 75599.26	Step 5 38.1633 3053.06 79379.66	Step 6 40.0713 3205.70 83348.30	Step 7 42.075 3366.00 87516.00	Step 8 44.1787 3534.30 91891.70	Step 9 46.3877 3711.02 96486.42	Step 10 48.7068 3896.54 101310.14
Laboratory Assistant	20128	A40 Hourly BIWEEKLY ANNUAL	Step 1 21.6314 1730.51 44993.31	Step 2 22.713 1817.04 47243.04	Step 3 23.8487 1907.90 49605.30	Step 4 25.0412 2003.30 52085.70	Step 5 26.2931 2103.45 54689.65	Step 6 27.608 2208.64 57424.64	Step 7 28.9882 2319.06 60295.46	Step 8 30.4376 2435.01 63310.21	Step 9 31.9596 2556.77 66475.97	Step 10 33.5575 2684.60 69799.60
Laboratory Supervisor	20127	M26 Hourly BIWEEKLY ANNUAL	Lower 30.1103 2408.82 62629.42	Upper 50.3312 4026.50 104688.90								
Laboratory Technician	20129	A56 Hourly BIWEEKLY ANNUAL	Step 1 24.0197 1921.58 49960.98	Step 2 25.2207 2017.66 52459.06	Step 3 26.4817 2118.54 55081.94	Step 4 27.8059 2224.47 57836.27	Step 5 29.1961 2335.69 60727.89	Step 6 30.6558 2452.46 63764.06	Step 7 32.1887 2575.10 66952.50	Step 8 33.798 2703.84 70299.84	Step 9 35.4879 2839.03 73814.83	Step 10 37.2624 2980.99 77505.79
Landscape Architect	15225	M59 Hourly BIWEEKLY ANNUAL	Lower 39.0005 3120.04 81121.04	Upper 64.5551 5164.41 134274.61								
Landscape Inspector I	15221	BDA 70 Hourly BIWEEKLY ANNUAL	Step 1 18.9911 1519.29 39501.49	Step 2 19.9596 1596.77 41515.97	Step 3 20.9777 1678.22 43633.62	Step 4 22.0477 1763.82 45859.22	Step 5 23.1724 1853.79 48198.59	Step 6 24.3546 1948.37 50657.57	Step 7 25.5966 2047.73 53240.93			
Landscape Inspector II	15522	BEA 80 Hourly BIWEEKLY ANNUAL	Step 1 20.9777 1678.22 43633.62	Step 2 22.0477 1763.82 45859.22	Step 3 23.1724 1853.79 48198.59	Step 4 24.3546 1948.37 50657.57	Step 5 25.5966 2047.73 53240.93	Step 6 26.9022 2152.18 55956.58	Step 7 28.2745 2261.96 58810.96			
Law Office Manager	1310	M29 Hourly BIWEEKLY ANNUAL	Lower 31.0167 2481.34 64514.74	Upper 51.7808 4142.46 107704.06								
Librarian I	10120	A47 Hourly BIWEEKLY ANNUAL	Step 1 22.3592 1788.74 46507.14	Step 2 23.4773 1878.18 48832.78	Step 3 24.6512 1972.10 51274.50	Step 4 25.8836 2070.69 53837.89	Step 5 27.1778 2174.22 56529.82	Step 6 28.5367 2282.94 59356.34	Step 7 29.9635 2397.08 62324.08	Step 8 31.4617 2516.94 65440.34	Step 9 33.0348 2642.78 68712.38	Step 10 34.6865 2774.92 72147.92
Librarian II	10123	A62 Hourly BIWEEKLY ANNUAL	Step 1 24.8436 1987.49 51674.69	Step 2 26.0858 2086.86 54258.46	Step 3 27.3901 2191.21 56971.41	Step 4 28.7596 2300.77 59819.97	Step 5 30.1975 2415.80 62810.80	Step 6 31.7075 2536.60 65951.60	Step 7 33.2929 2663.43 69249.23	Step 8 34.9574 2796.59 72711.39	Step 9 36.7052 2936.42 76346.82	Step 10 38.5405 3083.24 80164.24
Librarian III	10125	A79 Hourly BIWEEKLY ANNUAL	Step 1 27.3278 2186.22 56841.82	Step 2 28.6942 2295.54 59683.94	Step 3 30.129 2410.32 62668.32	Step 4 31.6354 2530.83 65801.63	Step 5 33.2171 2657.37 69091.57	Step 6 34.8781 2790.25 72546.45	Step 7 36.6221 2929.77 76173.97	Step 8 38.4531 3076.25 79982.45	Step 9 40.3758 3230.06 83981.66	Step 10 42.3945 3391.56 88180.56
Library Aide I	10128	A15 Hourly BIWEEKLY ANNUAL	Step 1 15.204 1216.32 31624.32	Step 2 15.9642 1277.14 33205.54	Step 3 16.7624 1340.99 34865.79	Step 4 17.6006 1408.05 36609.25	Step 5 18.4807 1478.46 38439.86	Step 6 19.4048 1552.38 40361.98	Step 7 20.3749 1629.99 42379.79	Step 8 21.3937 1711.50 44498.90	Step 9 22.4632 1797.06 46723.46	Step 10 23.5865 1886.92 49059.92
Library Aide II	10111	A21 Hourly BIWEEKLY ANNUAL	Step 1 16.8391 1347.13 35025.33	Step 2 17.681 1414.48 36776.48	Step 3 18.565 1485.20 38615.20	Step 4 19.4933 1559.46 40546.06	Step 5 20.4679 1637.43 42573.23	Step 6 21.4913 1719.30 44701.90	Step 7 22.566 1805.28 46937.28	Step 8 23.6942 1895.54 49283.94	Step 9 24.8789 1990.31 51748.11	Step 10 26.123 2089.84 54335.84

CITY OF OXNARD
CLASSIFICATION AND SALARY LISTING
EFFECTIVE JULY 1, 2019

Library Aide III	10114	A28	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	18.4738	19.3975	20.3673	21.3857	22.4787	23.5777	24.7567	25.9945	27.2943	28.659
		BIWEEKLY	1477.90	1551.80	1629.38	1710.86	1798.30	1886.22	1980.54	2079.56	2183.54	2292.72
		ANNUAL	38425.50	40346.80	42363.98	44482.26	46755.70	49041.62	51493.94	54068.56	56772.14	59610.72
Library Circulation Supervisor	10116	M14	Lower	Upper								
		Hourly	25.9347	43.6498								
		BIWEEKLY	2074.78	3491.98								
		ANNUAL	53944.18	90791.58								
Library Director	10130	E06	Lower	Upper								
		Hourly	60.4572	83.1286								
		BIWEEKLY	4836.58	6650.29								
		ANNUAL	125750.98	172907.49								
Library Monitor	10107	A11	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	14.2642	14.9774	15.7263	16.5125	17.3383	18.2053	19.1156	20.0713	21.0747	22.1285
		BIWEEKLY	1141.14	1198.19	1258.10	1321.00	1387.06	1456.42	1529.25	1605.70	1685.98	1770.28
		ANNUAL	29669.54	31152.99	32710.70	34346.00	36063.66	37867.02	39760.45	41748.30	43835.38	46027.28
Library Page - Extra Help	31516		Lower	Upper								
		Hourly	11.71	13.42								
		BIWEEKLY	936.80	1073.60								
		ANNUAL	24356.80	27913.60								
Library Services Supervisor	10127	M26	Lower	Upper								
		Hourly	30.1103	50.3312								
		BIWEEKLY	2408.82	4026.50								
		ANNUAL	62629.42	104688.90								
Literacy Coordinator	10118	A47	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	22.3592	23.4773	24.6512	25.8836	27.1778	28.5367	29.9635	31.4617	33.0348	34.6865
		BIWEEKLY	1788.74	1878.18	1972.10	2070.69	2174.22	2282.94	2397.08	2516.94	2642.78	2774.92
		ANNUAL	46507.14	48832.78	51274.50	53837.89	56529.82	59356.34	62324.08	65440.34	68712.38	72147.92
Mail Clerk	11105	A15	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	15.204	15.9642	16.7624	17.6006	18.4807	19.4048	20.3749	21.3937	22.4632	23.5865
		BIWEEKLY	1216.32	1277.14	1340.99	1408.05	1478.46	1552.38	1629.99	1711.50	1797.06	1886.92
		ANNUAL	31624.32	33205.54	34865.79	36609.25	38439.86	40361.98	42379.79	44498.90	46723.46	49059.92
Maintenance Carpenter	6141	BEQ 88	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	22.7158	23.8749	25.0922	26.3722	27.7175	29.1313	30.6173			
		BIWEEKLY	1817.26	1909.99	2007.38	2109.78	2217.40	2330.50	2449.38			
		ANNUAL	47248.86	49659.79	52191.78	54854.18	57652.40	60593.10	63683.98			
Maintenance District Admin.	7130	M29	Lower	Upper								
		Hourly	31.0167	51.7808								
		BIWEEKLY	2481.34	4142.46								
		ANNUAL	64514.74	107704.06								
Maintenance Electrician	6147	BES 89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	22.9429	24.1133	25.3431	26.6358	27.9948	29.4224	30.9236			
		BIWEEKLY	1835.43	1929.06	2027.45	2130.86	2239.58	2353.79	2473.89			
		ANNUAL	47721.23	50155.66	52713.65	55402.46	58229.18	61198.59	64321.09			
Maintenance Plumber	6144	BEQ 88	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	22.7158	23.8749	25.0922	26.3722	27.7175	29.1313	30.6173			
		BIWEEKLY	1817.26	1909.99	2007.38	2109.78	2217.40	2330.50	2449.38			
		ANNUAL	47248.86	49659.79	52191.78	54854.18	57652.40	60593.10	63683.98			
Maintenance Services Manager	4543	M44	Lower	Upper								
		Hourly	35.2972	58.6302								
		BIWEEKLY	2823.78	4690.42								
		ANNUAL	73418.18	121950.82								
Maintenance Worker Housing Authority	6119	BDA 70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	18.9911	19.9596	20.9777	22.0477	23.1724	24.3546	25.5966			
		BIWEEKLY	1519.29	1596.77	1678.22	1763.82	1853.79	1948.37	2047.73			
		ANNUAL	39501.49	41515.97	43633.62	45859.22	48198.59	50657.57	53240.93			
Maintenance Worker Trainee	6123	BAK 45	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	14.8084	15.5637	16.3578	17.1922	18.0691	18.991	19.9596			
		BIWEEKLY	1184.67	1245.10	1308.62	1375.38	1445.53	1519.28	1596.77			
		ANNUAL	30801.47	32372.50	34024.22	35759.78	37583.73	39501.28	41515.97			
Management Accountant/Auditor	7136	M29	Lower	Upper								
		Hourly	31.0167	51.7808								
		BIWEEKLY	2481.34	4142.46								
		ANNUAL	64514.74	107704.06								
Management Analyst I	1544	M14	Lower	Upper								
		Hourly	25.9347	43.6498								
		BIWEEKLY	2074.78	3491.98								
		ANNUAL	53944.18	90791.58								

CITY OF OXNARD
CLASSIFICATION AND SALARY LISTING
EFFECTIVE JULY 1, 2019

Management Analyst II	1547	M22	Lower	Upper										
		Hourly		28.511	47.7718									
		BIWEEKLY		2280.88	3821.74									
		ANNUAL		59302.88	99365.34									
Management Analyst III	1550	M29	Lower	Upper										
		Hourly		31.0167	51.7808									
		BIWEEKLY		2481.34	4142.46									
		ANNUAL		64514.74	107704.06									
Mayor		BIWEEKLY		1701.01										
		ANNUAL		20412.08										
Media & Community Rel Manager	2126	M67	Lower	Upper										
		Hourly		48.9942	74.2335									
		BIWEEKLY		3919.54	5938.68									
		ANNUAL		101907.94	154405.68									
Meter Reader	20117	BDA 70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly		18.9911	19.9596	20.9777	22.0477	23.1724	24.3546	25.5966				
		BIWEEKLY		1519.29	1596.77	1678.22	1763.82	1853.79	1948.37	2047.73				
		ANNUAL		39501.49	41515.97	43633.62	45859.22	48198.59	50657.57	53240.93				
Meter Repair Worker	20120	BDK 75	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly		19.9596	20.9777	22.0477	23.1724	24.3546	25.5966	26.9022				
		BIWEEKLY		1596.77	1678.22	1763.82	1853.79	1948.37	2047.73	2152.18				
		ANNUAL		41515.97	43633.62	45859.22	48198.59	50657.57	53240.93	55956.58				
Missing Persons Specialist	14122	A34	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly		19.6107	20.5913	21.6208	22.7019	23.8371	25.0289	26.2803	27.5943	28.9742	30.4229	
		BIWEEKLY		1568.86	1647.30	1729.66	1816.15	1906.97	2002.31	2102.42	2207.54	2317.94	2433.83	
		ANNUAL		40790.26	42829.90	44971.26	47219.95	49581.17	52060.11	54663.02	57396.14	60266.34	63279.63	
MRF Dispatcher	20152	BDI 74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly		19.7617	20.7701	21.8291	22.9429	24.1133	25.3431	26.6358				
		BIWEEKLY		1580.94	1661.61	1746.33	1835.43	1929.06	2027.45	2130.86				
		ANNUAL		41104.34	43201.81	45404.53	47721.23	50155.66	52713.65	55402.46				
MRF Machinery Operator	20150	BDU 79	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly		20.7701	21.8291	22.9429	24.1133	25.3431	26.6358	27.9948				
		BIWEEKLY		1661.61	1746.33	1835.43	1929.06	2027.45	2130.86	2239.58				
		ANNUAL		43201.81	45404.53	47721.23	50155.66	52713.65	55402.46	58229.18				
MRF Manager	16126	M36	Lower	Upper										
		Hourly		32.8917	54.781									
		BIWEEKLY		2631.34	4382.48									
		ANNUAL		68414.74	113944.48									
MRF Mechanic	20149	BES 89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly		22.9429	24.1133	25.3431	26.6358	27.9948	29.4224	30.9236				
		BIWEEKLY		1835.43	1929.06	2027.45	2130.86	2239.58	2353.79	2473.89				
		ANNUAL		47721.23	50155.66	52713.65	55402.46	58229.18	61198.59	64321.09				
Network Services Coordinator	2110	M14	Lower	Upper										
		Hourly		25.9347	43.6498									
		BIWEEKLY		2074.78	3491.98									
		ANNUAL		53944.18	90791.58									
Office Assistant I	11117	A10	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly		13.5691	14.2476	14.9599	15.7079	16.4933	17.318	18.1839	19.0931	20.0177	21.0502	
		BIWEEKLY		1085.53	1139.81	1196.79	1256.63	1319.46	1385.44	1454.71	1527.45	1601.42	1684.02	
		ANNUAL		28223.73	29635.01	31116.59	32672.43	34306.06	36021.44	37822.51	39713.65	41636.82	43784.42	
Office Assistant I (C)	11118	C10	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
		Hourly		13.9822	14.6813	15.4153	16.1862	16.9953	17.8451	18.7374	19.6743	20.658	21.6909	22.7754
		BIWEEKLY		1118.58	1174.50	1233.22	1294.90	1359.62	1427.61	1498.99	1573.94	1652.64	1735.27	1822.03
		ANNUAL		29082.98	30537.10	32063.82	33667.30	35350.22	37117.81	38973.79	40922.54	42968.64	45117.07	47372.83
Office Assistant II	11120	A15	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly		15.204	15.9642	16.7624	17.6006	18.4807	19.4048	20.3749	21.3937	22.4632	23.5865	
		BIWEEKLY		1216.32	1277.14	1340.99	1408.05	1478.46	1552.38	1629.99	1711.50	1797.06	1886.92	
		ANNUAL		31624.32	33205.54	34865.79	36609.25	38439.86	40361.98	42379.79	44498.90	46723.46	49059.92	
Office Assistant II (C)	11121	C20	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
		Hourly		15.6669	16.4502	17.2726	18.1362	19.0432	19.9953	20.9951	22.0449	23.1471	24.3045	25.5197
		BIWEEKLY		1253.35	1316.02	1381.81	1450.90	1523.46	1599.62	1679.61	1763.59	1851.77	1944.36	2041.58
		ANNUAL		32587.15	34216.42	35927.01	37723.30	39609.86	41590.22	43669.81	45853.39	48145.97	50553.36	53080.98
Operations Manager	20141	M32	Lower	Upper										
		Hourly		31.5996	52.7138									
		BIWEEKLY		2527.97	4217.10									
		ANNUAL		65727.17	109644.70									

CITY OF OXNARD
CLASSIFICATION AND SALARY LISTING
EFFECTIVE JULY 1, 2019

Outreach/Education Specialist	16124	A61	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	24.8203	26.0614	27.3643	28.7327	30.1692	31.6777	33.2617	34.9247	36.671	38.5045		
		BIWEEKLY	1985.62	2084.91	2189.14	2298.62	2413.54	2534.22	2660.94	2793.98	2933.68	3080.36		
		ANNUAL	51626.22	54207.71	56917.74	59764.02	62751.94	65889.62	69184.34	72643.38	76275.68	80089.36		
Paralegal	1304	C75	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
		Hourly	26.1474	27.4548	28.8275	30.269	31.7824	33.3714	35.0401	36.7921	38.6317	40.5633	42.5914	44.721
		BIWEEKLY	2091.79	2196.38	2306.20	2421.52	2542.59	2669.71	2803.21	2943.37	3090.54	3245.06	3407.31	3577.68
		ANNUAL	54386.59	57105.98	59961.20	62959.52	66107.39	69412.51	72883.41	76527.57	80353.94	84371.66	88590.11	93019.68
Parks Maintenance Supervisor	15223	M14	Lower	Upper										
		Hourly	25.9347	43.6498										
		BIWEEKLY	2074.78	3491.98										
		ANNUAL	53944.18	90791.58										
Parks Manager	15230	M44	Lower	Upper										
		Hourly	35.2972	58.6302										
		BIWEEKLY	2823.78	4690.42										
		ANNUAL	73418.18	121950.82										
Performing Arts Center Manager	2212	M48	Lower	Upper										
		Hourly	36.2536	60.1595										
		BIWEEKLY	2900.29	4812.76										
		ANNUAL	75407.49	125131.76										
Permit Coordinator	5108	M29	Lower	Upper										
		Hourly	31.0167	51.7808										
		BIWEEKLY	2481.34	4142.46										
		ANNUAL	64514.74	107704.06										
Permit Technician	5107	A55	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	23.9515	25.1491	26.4064	27.7267	29.1131	30.5685	32.097	33.7019	35.387	37.1563		
		BIWEEKLY	1916.12	2011.93	2112.51	2218.14	2329.05	2445.48	2567.76	2696.15	2830.96	2972.50		
		ANNUAL	49819.12	52310.13	54925.31	57671.54	60555.25	63582.48	66761.76	70099.95	73604.96	77285.10		
Plan Check Engineer	13246	A97	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	37.2131	39.0739	41.0275	43.0789	45.233	47.4944	49.8692	52.3627	54.9809	57.7299		
		BIWEEKLY	2977.05	3125.91	3282.20	3446.31	3618.64	3799.55	3989.54	4189.02	4398.47	4618.39		
		ANNUAL	77403.25	81273.71	85337.20	89604.11	94084.64	98788.35	103727.94	108914.42	114360.27	120078.19		
Planning & Envirn Svcs Mngr	13119	M81	Lower	Upper										
		Hourly	45.0147	74.1777										
		BIWEEKLY	3601.18	5934.22										
		ANNUAL	93630.58	154289.62										
Planning & Sustainability Manager	11318	M81	Lower	Upper										
		Hourly	45.0147	74.1777										
		BIWEEKLY	3601.18	5934.22										
		ANNUAL	93630.58	154289.62										
Planning Technician	13103	A52	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	23.0436	24.1957	25.4056	26.6758	28.0096	29.4101	30.8805	32.4247	34.0458	35.7481		
		BIWEEKLY	1843.49	1935.66	2032.45	2134.06	2240.77	2352.81	2470.44	2593.98	2723.66	2859.85		
		ANNUAL	47930.69	50327.06	52843.65	55485.66	58259.97	61173.01	64231.44	67443.38	70815.26	74356.05		
Plans Examiner I	5124	A66	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	25.3605	26.6285	27.96	29.358	30.8257	32.3671	33.9856	35.6847	37.469	39.3426		
		BIWEEKLY	2028.84	2130.28	2236.80	2348.64	2466.06	2589.37	2718.85	2854.78	2997.52	3147.41		
		ANNUAL	52749.84	55387.28	58156.80	61064.64	64117.46	67323.57	70690.05	74224.18	77935.52	81832.61		
Plans Examiner II	5121	A81	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	28.1783	29.5873	31.0666	32.62	34.2509	35.9635	37.7618	39.6499	41.6323	43.714		
		BIWEEKLY	2254.26	2366.98	2485.33	2609.60	2740.07	2877.08	3020.94	3171.99	3330.58	3497.12		
		ANNUAL	58610.86	61541.58	64618.53	67849.60	71241.87	74804.08	78544.54	82471.79	86595.18	90925.12		
Police Call Taker	14109	A19	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	16.3484	17.1659	18.0241	18.9253	19.8716	20.8651	21.9085	23.0038	24.1541	25.3618		
		BIWEEKLY	1307.87	1373.27	1441.93	1514.02	1589.73	1669.21	1752.68	1840.30	1932.33	2028.94		
		ANNUAL	34004.67	35705.07	37490.13	39364.62	41332.93	43399.41	45569.68	47847.90	50240.53	52752.54		
Police Chief	14230	E11	Lower	Upper										
		Hourly	85.8089	117.9874										
		BIWEEKLY	6864.71	9438.99										
		ANNUAL	178482.51	245413.79										
Police Commander	14227	PS5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8				
		Hourly	60.5273	63.615	66.8597	70.2703	73.8549	77.6215	81.5027	85.5782				
		BIWEEKLY	4842.18	5089.20	5348.78	5621.62	5908.39	6209.72	6520.22	6846.26				
		ANNUAL	125896.78	132319.20	139068.18	146162.22	153618.19	161452.72	169525.62	178002.66				
Police Financial/Grants Mngr	14110	M62	Lower	Upper										
		Hourly	39.8778	68.9985										
		BIWEEKLY	3190.22	5519.88										
		ANNUAL	82945.82	143516.88										

CITY OF OXNARD
CLASSIFICATION AND SALARY LISTING
EFFECTIVE JULY 1, 2019

Police Officer I	14214	P91	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
		Hourly	34.9343	36.7162	38.5891	40.5577	42.6264	44.8011				
		BIWEEKLY	2794.74	2937.30	3087.13	3244.62	3410.11	3584.09				
		ANNUAL	72663.34	76369.70	80265.33	84360.02	88662.91	93186.29				
Police Officer II	14217	P91	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
		Hourly	34.9343	36.7162	38.5891	40.5577	42.6264	44.8011				
		BIWEEKLY	2794.74	2937.30	3087.13	3244.62	3410.11	3584.09				
		ANNUAL	72663.34	76369.70	80265.33	84360.02	88662.91	93186.29				
Police Officer III	14220	P99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
		Hourly	38.5906	40.5577	42.6264	44.8011	47.0861	49.4878				
		BIWEEKLY	3087.25	3244.62	3410.11	3584.09	3766.89	3959.02				
		ANNUAL	80268.45	84360.02	88662.91	93186.29	97939.09	102934.62				
Police Records Manager	14115	M40	Lower	Upper								
		Hourly	34.2363	56.9327								
		BIWEEKLY	2738.90	4554.62								
		ANNUAL	71211.50	118420.02								
Police Records Supervisor	14117	M11	Lower	Upper								
		Hourly	25.2127	42.4941								
		BIWEEKLY	2017.02	3399.53								
		ANNUAL	52442.42	88387.73								
Police Records Technician I	14108	A11	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	14.2642	14.9774	15.7263	16.5125	17.3383	18.2053	19.1156	20.0713	21.0747	22.1285
		BIWEEKLY	1141.14	1198.19	1258.10	1321.00	1387.06	1456.42	1529.25	1605.70	1685.98	1770.28
		ANNUAL	29669.54	31152.99	32710.70	34346.00	36063.66	37867.02	39760.45	41748.30	43835.38	46027.28
Police Records Technician II	14111	A17	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	15.899	16.694	17.5285	18.4051	19.3253	20.2915	21.306	22.3713	23.49	24.6644
		BIWEEKLY	1271.92	1335.52	1402.28	1472.41	1546.02	1623.32	1704.48	1789.70	1879.20	1973.15
		ANNUAL	33069.92	34723.52	36459.28	38282.61	40196.62	42206.32	44316.48	46532.30	48859.20	51301.95
Police Records Technician III	14114	A24	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	17.5336	18.4104	19.3309	20.2975	21.3125	22.3781	23.4969	24.6718	25.9054	27.2007
		BIWEEKLY	1402.69	1472.83	1546.47	1623.80	1705.00	1790.25	1879.75	1973.74	2072.43	2176.06
		ANNUAL	36469.89	38293.63	40208.27	42218.80	44330.00	46546.45	48873.55	51317.34	53883.23	56577.46
Police Sergeant	14223	P06	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8		
		Hourly	40.5577	42.6264	44.8011	47.0861	49.4882	52.0127	54.6654	57.4544		
		BIWEEKLY	3244.62	3410.11	3584.09	3766.89	3959.06	4161.02	4373.23	4596.35		
		ANNUAL	84360.02	88662.91	93186.29	97939.09	102935.46	108186.42	113704.03	119505.15		
Police Service Officer	14202	P72	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
		Hourly	30.3134	31.8594	33.4845	35.1926	36.9877	38.8746				
		BIWEEKLY	2425.07	2548.75	2678.76	2815.41	2959.02	3109.97				
		ANNUAL	63051.87	66267.55	69647.76	73200.61	76934.42	80859.17				
Police Word Processor I	14170	A23	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	17.1659	18.0241	18.9253	19.8716	20.8651	21.9085	23.0038	24.1541	25.3618	26.6298
		BIWEEKLY	1373.27	1441.93	1514.02	1589.73	1669.21	1752.68	1840.30	1932.33	2028.94	2130.38
		ANNUAL	35705.07	37490.13	39364.62	41332.93	43399.41	45569.68	47847.90	50240.53	52752.54	55389.98
Police Word Processor II	14171	A30	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	18.8006	19.7406	20.7277	21.764	22.8522	23.9949	25.1946	26.4544	27.7771	29.1659
		BIWEEKLY	1504.05	1579.25	1658.22	1741.12	1828.18	1919.59	2015.57	2116.35	2222.17	2333.27
		ANNUAL	39105.25	41060.45	43113.62	45269.12	47532.58	49909.39	52404.77	55025.15	57776.37	60665.07
Police Word Processor III	14172	A38	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	20.4355	21.4574	22.5301	23.6566	24.8395	26.0815	27.3855	28.7518	30.1927	31.7023
		BIWEEKLY	1634.84	1716.59	1802.41	1892.53	1987.16	2086.52	2190.84	2300.14	2415.42	2536.18
		ANNUAL	42505.84	44631.39	46862.61	49205.73	51666.16	54249.52	56961.84	59803.74	62800.82	65940.78
Power Production Operator II	19138	BFM 95.25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	24.4151	25.6607	26.9698	28.3451	29.7912	31.3106	32.908			
		BIWEEKLY	1953.21	2052.86	2157.58	2267.61	2383.30	2504.85	2632.64			
		ANNUAL	50783.41	53374.26	56097.18	58957.81	61965.70	65126.05	68448.64			
Principal HR Analyst	12114	M48	Lower	Upper								
		Hourly	36.2536	60.1595								
		BIWEEKLY	2900.29	4812.76								
		ANNUAL	75407.49	125131.76								
Principal Planner	13114	M44	Lower	Upper								
		Hourly	35.2972	58.6302								
		BIWEEKLY	2823.78	4690.42								
		ANNUAL	73418.18	121950.82								
Programmer Analyst	3115	A86	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	30.4811	32.0051	33.6053	35.2855	37.0498	38.9024	40.8474	42.8898	45.0342	47.2859
		BIWEEKLY	2438.49	2560.41	2688.42	2822.84	2963.98	3112.19	3267.79	3431.18	3602.74	3782.87
		ANNUAL	63400.69	66570.61	69899.02	73393.84	77063.58	80916.99	84962.59	89210.78	93671.14	98354.67

CITY OF OXNARD
CLASSIFICATION AND SALARY LISTING
EFFECTIVE JULY 1, 2019

Project Manager	13230	M40	Lower	Upper								
		Hourly		34.2363	56.9327							
		BIWEEKLY		2738.90	4554.62							
		ANNUAL		71211.50	118420.02							
Property & Evidence Custodian	14201	A68	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	25.8964	27.1912	28.5508	29.9783	31.4772	33.0511	34.7036	36.4388	38.2609	40.1739
		BIWEEKLY	2071.71	2175.30	2284.06	2398.26	2518.18	2644.09	2776.29	2915.10	3060.87	3213.91
		ANNUAL	53864.51	56557.70	59385.66	62354.86	65472.58	68746.29	72183.49	75792.70	79582.67	83561.71
Property & Evidence Technician I	14203	A14	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	15.0815	15.8355	16.6272	17.4587	18.3315	19.2481	20.2106	21.2212	22.2822	23.3963
		BIWEEKLY	1206.52	1266.84	1330.18	1396.70	1466.52	1539.85	1616.85	1697.70	1782.58	1871.70
		ANNUAL	31369.52	32937.84	34584.58	36314.10	38129.52	40036.05	42038.05	44140.10	46346.98	48664.30
Property & Evidence Technician II	14204	A20	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	16.7165	17.5523	18.4299	19.3515	20.319	21.3351	22.4018	23.5218	24.6979	25.9328
		BIWEEKLY	1337.32	1404.18	1474.39	1548.12	1625.52	1706.81	1792.14	1881.74	1975.83	2074.62
		ANNUAL	34770.32	36508.78	38334.19	40251.12	42263.52	44377.01	46595.74	48925.34	51371.63	53940.22
Public Information Assistant	2120	A24	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	17.5336	18.4104	19.3309	20.2975	21.3125	22.3781	23.4969	24.6718	25.9054	27.2007
		BIWEEKLY	1402.69	1472.83	1546.47	1623.80	1705.00	1790.25	1879.75	1973.74	2072.43	2176.06
		ANNUAL	36469.89	38293.63	40208.27	42218.80	44330.00	46546.45	48873.55	51317.34	53883.23	56577.46
Public Safety Comm Manager	14748	M66	Lower	Upper								
		Hourly	40.9834	67.7275								
		BIWEEKLY	3278.67	5418.20								
		ANNUAL	85245.47	140873.20								
Public Safety Dispatcher I	14138	P49	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
		Hourly	24.6407	25.8976	27.2188	28.6069	30.0664	31.6004				
		BIWEEKLY	1971.26	2071.81	2177.50	2288.55	2405.31	2528.03				
		ANNUAL	51252.66	53867.01	56615.10	59502.35	62538.11	65728.83				
Public Safety Dispatcher II	14141	P59	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
		Hourly	27.2188	28.6069	30.0664	31.6004	33.2124	34.906				
		BIWEEKLY	2177.50	2288.55	2405.31	2528.03	2656.99	2792.48				
		ANNUAL	56615.10	59502.35	62538.11	65728.83	69081.79	72604.48				
Public Safety Dispatcher III	14144	P76	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
		Hourly	31.7701	33.3909	35.0944	36.8844	38.7657	40.7431				
		BIWEEKLY	2541.61	2671.27	2807.55	2950.75	3101.26	3259.45				
		ANNUAL	66081.81	69453.07	72996.35	76719.55	80632.66	84745.65				
Public Safety Info Tech Manager	3111	M62	Lower	Upper								
		Hourly	39.8778	68.9985								
		BIWEEKLY	3190.22	5519.88								
		ANNUAL	82945.82	143516.88								
Public Safety Trainee	14211	X50		26								
		Hourly		2080.00								
		BIWEEKLY		54080.00								
		ANNUAL										
Public Works Director	4539	E14	Lower	Upper								
		Hourly	83.4866	114.7942								
		BIWEEKLY	6678.93	9183.54								
		ANNUAL	173652.13	238771.94								
Purchasing Manager	8312	M62	Lower	Upper								
		Hourly	39.8778	68.9985								
		BIWEEKLY	3190.22	5519.88								
		ANNUAL	82945.82	143516.88								
PW Construction Proj. Mngr	13221	M38	Lower	Upper								
		Hourly	33.5903	55.8988								
		BIWEEKLY	2687.22	4471.90								
		ANNUAL	69867.82	116269.50								
Recreation Supervisor	15123	M19	Lower	Upper								
		Hourly	27.4712	46.1081								
		BIWEEKLY	2197.70	3688.65								
		ANNUAL	57140.10	95904.85								
Rec/Human Svcs Coordinator	15120	A42	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	21.8075	22.898	24.0428	25.245	26.5072	27.8326	29.2241	30.6855	32.2196	33.8307
		BIWEEKLY	1744.60	1831.84	1923.42	2019.60	2120.58	2226.61	2337.93	2454.84	2577.57	2706.46
		ANNUAL	45359.60	47627.84	50009.02	52509.60	55134.98	57891.81	60786.13	63825.84	67016.77	70367.86
Recreation Leader I	15111	A10	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	13.5691	14.2476	14.9599	15.7079	16.4933	17.318	18.1839	19.0931	20.0177	21.0502
		BIWEEKLY	1085.53	1139.81	1196.79	1256.63	1319.46	1385.44	1454.71	1527.45	1601.42	1684.02
		ANNUAL	28223.73	29635.01	31116.59	32672.43	34306.06	36021.44	37822.51	39713.65	41636.82	43784.42

CITY OF OXNARD
CLASSIFICATION AND SALARY LISTING
EFFECTIVE JULY 1, 2019

Recreation Leader II	15113	A14	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	15.0815	15.8355	16.6272	17.4587	18.3315	19.2481	20.2106	21.2212	22.2822	23.3963
		BIWEEKLY	1206.52	1266.84	1330.18	1396.70	1466.52	1539.85	1616.85	1697.70	1782.58	1871.70
		ANNUAL	31369.52	32937.84	34584.58	36314.10	38129.52	40036.05	42038.05	44140.10	46346.98	48664.30
Recreation Leader III	15114	A21	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	16.8391	17.681	18.565	19.4933	20.4679	21.4913	22.566	23.6942	24.8789	26.123
		BIWEEKLY	1347.13	1414.48	1485.20	1559.46	1637.43	1719.30	1805.28	1895.54	1990.31	2089.84
		ANNUAL	35025.33	36776.48	38615.20	40546.06	42573.23	44701.90	46937.28	49283.94	51748.11	54335.84
Recycling Manager	16128	M36	Lower	Upper								
		Hourly	32.8917	54.781								
		BIWEEKLY	2631.34	4382.48								
		ANNUAL	68414.74	113944.48								
Recycling Marketing Manager	16127	M36	Lower	Upper								
		Hourly	32.8917	54.781								
		BIWEEKLY	2631.34	4382.48								
		ANNUAL	68414.74	113944.48								
Rehab Construct Specialist I	13217	BGD 101	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	25.8527	27.1712	28.5576	30.0142	31.545	33.1544	34.8453			
		BIWEEKLY	2068.22	2173.70	2284.61	2401.14	2523.60	2652.35	2787.62			
		ANNUAL	53773.62	56516.10	59399.81	62429.54	65613.60	68961.15	72478.22			
Rehab Construction Spec II	13219	BHC 111	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	28.5576	30.0142	31.545	33.1544	34.1588	35.9012	37.7328			
		BIWEEKLY	2284.61	2401.14	2523.60	2652.35	2732.70	2872.10	3018.62			
		ANNUAL	59399.81	62429.54	65613.60	68961.15	71050.30	74674.50	78484.22			
Rehab Loan Assistant	9116	A33	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	19.5993	20.5792	21.6083	22.6884	23.823	25.0143	26.2649	27.5781	28.9569	30.4049
		BIWEEKLY	1567.94	1646.34	1728.66	1815.07	1905.84	2001.14	2101.19	2206.25	2316.55	2432.39
		ANNUAL	40766.54	42804.74	44945.26	47191.87	49551.84	52029.74	54630.99	57362.45	60230.35	63242.19
Rehab Loan Specialist	9117	A74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	26.9489	28.2964	29.7111	31.1966	32.7567	34.3944	36.1141	37.9198	39.8158	41.8067
		BIWEEKLY	2155.91	2263.71	2376.89	2495.73	2620.54	2751.55	2889.13	3033.58	3185.26	3344.54
		ANNUAL	56053.71	58856.51	61799.09	64888.93	68133.94	71540.35	75117.33	78873.18	82816.86	86957.94
Resident Services Assistant	9301	A59	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	24.4991	25.724	27.0102	28.3607	29.7788	31.2677	32.831	34.4727	36.1963	38.0061
		BIWEEKLY	1959.93	2057.92	2160.82	2268.86	2382.30	2501.42	2626.48	2757.82	2895.70	3040.49
		ANNUAL	50958.13	53505.92	56181.22	58990.26	61939.90	65036.82	68288.48	71703.22	75288.30	79052.69
Resident Services Coordinator	9304	A74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	26.9489	28.2964	29.7111	31.1966	32.7567	34.3944	36.1141	37.9198	39.8158	41.8067
		BIWEEKLY	2155.91	2263.71	2376.89	2495.73	2620.54	2751.55	2889.13	3033.58	3185.26	3344.54
		ANNUAL	56053.71	58856.51	61799.09	64888.93	68133.94	71540.35	75117.33	78873.18	82816.86	86957.94
Revenue Collection Technician	7310	A45	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	22.115	23.2207	24.3816	25.6009	26.8809	28.2249	29.6362	31.1181	32.674	34.3075
		BIWEEKLY	1769.20	1857.66	1950.53	2048.07	2150.47	2257.99	2370.90	2489.45	2613.92	2744.60
		ANNUAL	45999.20	48299.06	50713.73	53249.87	55912.27	58707.79	61643.30	64725.65	67961.92	71359.60
Route Checker	16114	BGN 105.25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	26.9698	28.3451	29.7912	31.3106	32.908	34.5866	36.3509			
		BIWEEKLY	2157.58	2267.61	2383.30	2504.85	2632.64	2766.93	2908.07			
		ANNUAL	56097.18	58957.81	61965.70	65126.05	68448.64	71940.13	75609.87			
Senior Advisor	1205	M67	Lower	Upper								
		Hourly	48.9942	74.2335								
		BIWEEKLY	3919.54	5938.68								
		ANNUAL	101907.94	154405.68								
Senior Manager, Internal Control	7212	M62	Lower	Upper								
		Hourly	39.8778	68.9985								
		BIWEEKLY	3190.22	5519.88								
		ANNUAL	82945.82	143516.88								
Sex Registrant Specialist	14124	A34	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	19.6107	20.5913	21.6208	22.7019	23.8371	25.0289	26.2803	27.5943	28.9742	30.4229
		BIWEEKLY	1568.86	1647.30	1729.66	1816.15	1906.97	2002.31	2102.42	2207.54	2317.94	2433.83
		ANNUAL	40790.26	42829.90	44971.26	47219.95	49581.17	52060.11	54663.02	57396.14	60266.34	63279.63
Shelter Intake Worker - Extra Help	32001	A10	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	13.5691	14.2476	14.9599	15.7079	16.4933	17.318	18.1839	19.0931	20.0177	21.0502
		BIWEEKLY	1085.53	1139.81	1196.79	1256.63	1319.46	1385.44	1454.71	1527.45	1601.42	1684.02
		ANNUAL	28223.73	29635.01	31116.59	32672.43	34306.06	36021.44	37822.51	39713.65	41636.82	43784.42
Shelter Manager - Extra Help	32004	M14	Lower	Upper								
		Hourly	25.9347	43.6498								
		BIWEEKLY	2074.78	3491.98								
		ANNUAL	53944.18	90791.58								

CITY OF OXNARD
CLASSIFICATION AND SALARY LISTING
EFFECTIVE JULY 1, 2019

Shelter Monitor - Extra Help	32000	A10	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	13.5691	14.2476	14.9599	15.7079	16.4933	17.318	18.1839	19.0931	20.0177	21.0502		
		BIWEEKLY	1085.53	1139.81	1196.79	1256.63	1319.46	1385.44	1454.71	1527.45	1601.42	1684.02		
		ANNUAL	28223.73	29635.01	31116.59	32672.43	34306.06	36021.44	37822.51	39713.65	41636.82	43784.42		
Shelter Navigator - Extra Help	32002	A15	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	15.204	15.9642	16.7624	17.6006	18.4807	19.4048	20.3749	21.3937	22.4632	23.5865		
		BIWEEKLY	1216.32	1277.14	1340.99	1408.05	1478.46	1552.38	1629.99	1711.50	1797.06	1886.92		
		ANNUAL	31624.32	33205.54	34865.79	36609.25	38439.86	40361.98	42379.79	44498.90	46723.46	49059.92		
Shelter Supervisor - Extra Help	32003	A42	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	21.8075	22.898	24.0428	25.245	26.5072	27.8326	29.2241	30.6855	32.2196	33.8307		
		BIWEEKLY	1744.60	1831.84	1923.42	2019.60	2120.58	2226.61	2337.93	2454.84	2577.57	2706.46		
		ANNUAL	45359.60	47627.84	50009.02	52509.60	55134.98	57891.81	60786.13	63825.84	67016.77	70367.86		
Solid Waste Compliance Spec	16117	BFJ 94	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly	24.1126	25.3426	26.6348	27.9931	29.4211	30.9213	32.4983					
		BIWEEKLY	1929.01	2027.41	2130.78	2239.45	2353.69	2473.70	2599.86					
		ANNUAL	50154.21	52712.61	55400.38	58225.65	61195.89	64316.30	67596.46					
Solid Waste Equip. Operator II	16108	BDI 74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly	19.7617	20.7701	21.8291	22.9429	24.1133	25.3431	26.6358					
		BIWEEKLY	1580.94	1661.61	1746.33	1835.43	1929.06	2027.45	2130.86					
		ANNUAL	41104.34	43201.81	45404.53	47721.23	50155.66	52713.65	55402.46					
Solid Waste Trans Operator	16112	BEI 84	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly	21.8291	22.9429	24.1133	25.3431	26.6358	27.9948	29.4224					
		BIWEEKLY	1746.33	1835.43	1929.06	2027.45	2130.86	2239.58	2353.79					
		ANNUAL	45404.53	47721.23	50155.66	52713.65	55402.46	58229.18	61198.59					
Sorter	20151	BAQ 48	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly	15.2574	16.0354	16.8535	17.713	18.6166	19.5665	20.5643					
		BIWEEKLY	1220.59	1282.83	1348.28	1417.04	1489.33	1565.32	1645.14					
		ANNUAL	31735.39	33353.63	35055.28	36843.04	38722.53	40698.32	42773.74					
Source Control Inspector II	19142	BGB 100.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly	25.7246	27.0372	28.4158	29.8659	31.3889	32.9902	34.673					
		BIWEEKLY	2057.97	2162.98	2273.26	2389.27	2511.11	2639.22	2773.84					
		ANNUAL	53507.17	56237.38	59104.86	62121.07	65288.91	68619.62	72119.84					
Source Control Technician	19143	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly	25.3431	26.6358	27.9948	29.4224	30.9236	32.5008	34.1588					
		BIWEEKLY	2027.45	2130.86	2239.58	2353.79	2473.89	2600.06	2732.70					
		ANNUAL	52713.65	55402.46	58229.18	61198.59	64321.09	67601.66	71050.30					
Special Districts Manager	1731	M44	Lower	Upper										
		Hourly	35.2972	58.6302										
		BIWEEKLY	2823.78	4690.42										
		ANNUAL	73418.18	121950.82										
Sr. Administrative Secretary	11165	A35	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	19.6181	20.5989	21.629	22.7104	23.8458	25.0382	26.2901	27.6046	28.9849	30.4341		
		BIWEEKLY	1569.45	1647.91	1730.32	1816.83	1907.66	2003.06	2103.21	2208.37	2318.79	2434.73		
		ANNUAL	40805.65	42845.71	44988.32	47237.63	49599.26	52079.46	54683.41	57417.57	60288.59	63302.93		
Sr. Administrative Secretary (C)	11168	C55	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
		Hourly	20.2153	21.226	22.2873	23.4017	24.5718	25.8004	27.0905	28.4449	29.8671	31.3605	32.9286	34.5749
		BIWEEKLY	1617.22	1698.08	1782.98	1872.14	1965.74	2064.03	2167.24	2275.59	2389.37	2508.84	2634.29	2765.99
		ANNUAL	42047.82	44150.08	46357.58	48675.54	51109.34	53664.83	56348.24	59165.39	62123.57	65229.84	68491.49	71915.79
Sr. Animal Safety Officer	14152	BEI 84	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly	21.8291	22.9429	24.1133	25.3431	26.6358	27.9948	29.4224					
		BIWEEKLY	1746.33	1835.43	1929.06	2027.45	2130.86	2239.58	2353.79					
		ANNUAL	45404.53	47721.23	50155.66	52713.65	55402.46	58229.18	61198.59					
Sr. Backflow Specialist	20119	BGP 106	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly	27.1712	28.5576	30.0142	31.545	33.1544	34.8453	36.6229					
		BIWEEKLY	2173.70	2284.61	2401.14	2523.60	2652.35	2787.62	2929.83					
		ANNUAL	56516.10	59399.81	62429.54	65613.60	68961.15	72478.22	76175.63					
Sr. Benefits Coordinator	12112	C75	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
		Hourly	26.1474	27.4548	28.8275	30.269	31.7824	33.3714	35.0401	36.7921	38.6317	40.5633	42.5914	44.721
		BIWEEKLY	2091.79	2196.38	2306.20	2421.52	2542.59	2669.71	2803.21	2943.37	3090.54	3245.06	3407.31	3577.68
		ANNUAL	54386.59	57105.98	59961.20	62959.52	66107.39	69412.51	72883.41	76527.57	80353.94	84371.66	88590.11	93019.68
Sr. Civil Engineer	5135	A99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	44.5444	46.7717	49.1102	51.5656	54.1438	56.8511	59.6938	62.6784	65.8124	69.103		
		BIWEEKLY	3563.55	3741.74	3928.82	4125.25	4331.50	4548.09	4775.50	5014.27	5264.99	5528.24		
		ANNUAL	92652.35	97285.14	102149.22	107256.45	112619.10	118250.29	124163.10	130371.07	136889.79	143734.24		
Sr. Code Compliance Inspector	13234	BHN 116	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly	30.0142	31.545	33.1544	34.8453	36.6229	38.491	40.4544					
		BIWEEKLY	2401.14	2523.60	2652.35	2787.62	2929.83	3079.28	3236.35					
		ANNUAL	62429.54	65613.60	68961.15	72478.22	76175.63	80061.28	84145.15					

CITY OF OXNARD
CLASSIFICATION AND SALARY LISTING
EFFECTIVE JULY 1, 2019

Sr. Construction Inspector	13207	BUJ 124.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly	32.6636	34.3295	36.0806	37.9214	39.8555	41.8885	44.0252					
		BIWEEKLY	2613.09	2746.36	2886.45	3033.71	3188.44	3351.08	3522.02					
		ANNUAL	67940.29	71405.36	75047.65	78876.51	82899.44	87128.08	91572.42					
Sr. Custodian	6117	BBQ 58	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly	16.8535	17.713	18.6166	19.5665	20.5643	21.6131	22.7158					
		BIWEEKLY	1348.28	1417.04	1489.33	1565.32	1645.14	1729.05	1817.26					
		ANNUAL	35055.28	36843.04	38722.53	40698.32	42773.74	44955.25	47248.86					
Sr. Customer Service Rep	7140	A27	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	18.351	19.2685	20.232	21.2435	22.3057	23.4211	24.5923	25.8218	27.1128	28.4684		
		BIWEEKLY	1468.08	1541.48	1618.56	1699.48	1784.46	1873.69	1967.38	2065.74	2169.02	2277.47		
		ANNUAL	38170.08	40078.48	42082.56	44186.48	46395.86	48715.89	51151.98	53709.34	56394.62	59214.27		
Sr. Engr Technician	5122	A76	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	27.3023	28.6673	30.1008	31.6059	33.1862	34.8454	36.5879	38.4171	40.3382	42.355		
		BIWEEKLY	2184.18	2293.38	2408.06	2528.47	2654.90	2787.63	2927.03	3073.37	3227.06	3388.40		
		ANNUAL	56788.78	59627.98	62609.66	65740.27	69027.30	72478.43	76102.83	79907.57	83903.46	88098.40		
Sr. Engr Tech/Survey Chief	5122	A76	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	27.3023	28.6673	30.1008	31.6059	33.1862	34.8454	36.5879	38.4171	40.3382	42.355		
		BIWEEKLY	2184.18	2293.38	2408.06	2528.47	2654.90	2787.63	2927.03	3073.37	3227.06	3388.40		
		ANNUAL	56788.78	59627.98	62609.66	65740.27	69027.30	72478.43	76102.83	79907.57	83903.46	88098.40		
Sr. Facilities Maint Worker	6130	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly	25.3431	26.6358	27.9948	29.4224	30.9236	32.5008	34.1588					
		BIWEEKLY	2027.45	2130.86	2239.58	2353.79	2473.89	2600.06	2732.70					
		ANNUAL	52713.65	55402.46	58229.18	61198.59	64321.09	67601.66	71050.30					
Sr. Fleet Services Mechanic	17211	BGV 109	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly	27.9948	29.4224	30.9236	32.5008	34.1588	35.9012	37.7328					
		BIWEEKLY	2239.58	2353.79	2473.89	2600.06	2732.70	2872.10	3018.62					
		ANNUAL	58229.18	61198.59	64321.09	67601.66	71050.30	74674.50	78484.22					
Sr. Groundswoker	15208	BEA 80	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly	20.9777	22.0477	23.1724	24.3546	25.5966	26.9022	28.2745					
		BIWEEKLY	1678.22	1763.82	1853.79	1948.37	2047.73	2152.18	2261.96					
		ANNUAL	43633.62	45859.22	48198.59	50657.57	53240.93	55956.58	58810.96					
Sr. Housing Maint. Worker	9120	BFF 92	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly	23.638	24.8439	26.1116	27.4429	28.8429	30.3147	31.8606					
		BIWEEKLY	1891.04	1987.51	2088.93	2195.43	2307.43	2425.18	2548.85					
		ANNUAL	49167.04	51675.31	54312.13	57081.23	59993.23	63054.58	66270.05					
Sr. Housing Specialist	9111	A74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	26.9489	28.2964	29.7111	31.1966	32.7567	34.3944	36.1141	37.9198	39.8158	41.8067		
		BIWEEKLY	2155.91	2263.71	2376.89	2495.73	2620.54	2751.55	2889.13	3033.58	3185.26	3344.54		
		ANNUAL	56053.71	58856.51	61799.09	64888.93	68133.94	71540.35	75117.33	78873.18	82816.86	86957.94		
Sr. H.R. Analyst	12113	M29	Lower	Upper										
		Hourly	31.0167	51.7808										
		BIWEEKLY	2481.34	4142.46										
		ANNUAL	64514.74	107704.06										
Sr. H. R. Coordinator	12117	C75	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
		Hourly	26.1474	27.4548	28.8275	30.269	31.7824	33.3714	35.0401	36.7921	38.6317	40.5633	42.5914	44.721
		BIWEEKLY	2091.79	2196.38	2306.20	2421.52	2542.59	2669.71	2803.21	2943.37	3090.54	3245.06	3407.31	3577.68
		ANNUAL	54386.59	57105.98	59961.20	62959.52	66107.39	69412.51	72883.41	76527.57	80353.94	84371.66	88590.11	93019.68
Sr. Meter Reader	20118	BEA 80	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly	20.9777	22.0477	23.1724	24.3546	25.5966	26.9022	28.2745					
		BIWEEKLY	1678.22	1763.82	1853.79	1948.37	2047.73	2152.18	2261.96					
		ANNUAL	43633.62	45859.22	48198.59	50657.57	53240.93	55956.58	58810.96					
Sr. Meter Repair Worker	20123	BEK 85	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly	22.0477	23.1724	24.3546	25.5966	26.9022	28.2745	29.7169					
		BIWEEKLY	1763.82	1853.79	1948.37	2047.73	2152.18	2261.96	2377.35					
		ANNUAL	45859.22	48198.59	50657.57	53240.93	55956.58	58810.96	61811.15					
Sr. Planner	13111	M32	Lower	Upper										
		Hourly	31.5996	52.7138										
		BIWEEKLY	2527.97	4217.10										
		ANNUAL	65727.17	109644.70										
Sr. Plans Examiner	5123	A87	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	30.9959	32.5457	34.173	35.8817	37.6759	39.5595	41.5374	43.6144	45.7951	48.0848		
		BIWEEKLY	2479.67	2603.66	2733.84	2870.54	3014.07	3164.76	3322.99	3489.15	3663.61	3846.78		
		ANNUAL	64471.47	67695.06	71079.84	74633.94	78365.87	82283.76	86397.79	90717.95	95253.81	100016.38		
Sr. Police Service Officer	14205	P77	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6						
		Hourly	33.3445	35.0452	36.8328	38.7119	40.6866	42.7617						
		BIWEEKLY	2667.56	2803.62	2946.62	3096.95	3254.93	3420.94						
		ANNUAL	69356.56	72894.02	76612.22	80520.75	84628.13	88944.34						

CITY OF OXNARD
CLASSIFICATION AND SALARY LISTING
EFFECTIVE JULY 1, 2019

Sr. Street Maint Worker	17108	BEM 86	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
		Hourly	22.2682	23.404	24.5978	25.8527	27.1712	28.5576	30.0142		
		BIWEEKLY	1781.46	1872.32	1967.82	2068.22	2173.70	2284.61	2401.14		
		ANNUAL	46317.86	48680.32	51163.42	53773.62	56516.10	59399.81	62429.54		
Sr. Traffic Service Assistant	14157	A16	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
		Hourly	18.0764	18.9801	19.9292	20.9256	21.9719	23.0705	24.2238	25.4351	26.7069
		BIWEEKLY	1446.11	1518.41	1594.34	1674.05	1757.75	1845.64	1937.90	2034.81	2136.55
		ANNUAL	37598.91	39478.61	41452.74	43525.25	45701.55	47986.64	50385.50	52905.01	55550.35
										58327.98	
Sr. Tree Trimmer	15220	BEM 86	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
		Hourly	22.2682	23.404	24.5978	25.8527	27.1712	28.5576	30.0142		
		BIWEEKLY	1781.46	1872.32	1967.82	2068.22	2173.70	2284.61	2401.14		
		ANNUAL	46317.86	48680.32	51163.42	53773.62	56516.10	59399.81	62429.54		
Sr. Wastewater Collect Operator	19133	BEM 86	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
		Hourly	22.2682	23.404	24.5978	25.8527	27.1712	28.5576	30.0142		
		BIWEEKLY	1781.46	1872.32	1967.82	2068.22	2173.70	2284.61	2401.14		
		ANNUAL	46317.86	48680.32	51163.42	53773.62	56516.10	59399.81	62429.54		
Sr. Wastewater Plant Electrician	19157	BHN 116	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
		Hourly	30.0142	31.545	33.1544	34.8453	36.6229	38.491	40.4544		
		BIWEEKLY	2401.14	2523.60	2652.35	2787.62	2929.83	3079.28	3236.35		
		ANNUAL	62429.54	65613.60	68961.15	72478.22	76175.63	80061.28	84145.15		
Sr. Wastewater Envir Specialist	19125	BHN 116	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
		Hourly	30.0142	31.545	33.1544	34.8453	36.6229	38.491	40.4544		
		BIWEEKLY	2401.14	2523.60	2652.35	2787.62	2929.83	3079.28	3236.35		
		ANNUAL	62429.54	65613.60	68961.15	72478.22	76175.63	80061.28	84145.15		
Sr. Wastewater Mechanic	19147	BGJ 104	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
		Hourly	26.6358	27.9948	29.4224	30.9236	32.5008	34.1588	35.9012		
		BIWEEKLY	2130.86	2239.58	2353.79	2473.89	2600.06	2732.70	2872.10		
		ANNUAL	55402.46	58229.18	61198.59	64321.09	67601.66	71050.30	74674.50		
Sr. Wastewater Operator	19156	BGN 105.25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
		Hourly	26.9698	28.3451	29.7912	31.3106	32.908	34.5866	36.3509		
		BIWEEKLY	2157.58	2267.61	2383.30	2504.85	2632.64	2766.93	2908.07		
		ANNUAL	56097.18	58957.81	61965.70	65126.05	68448.64	71940.13	75609.87		
Sr. Water Distribution Operator	20115	BGD 101	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
		Hourly	25.8527	27.1712	28.5576	30.0142	31.545	33.1544	34.8453		
		BIWEEKLY	2068.22	2173.70	2284.61	2401.14	2523.60	2652.35	2787.62		
		ANNUAL	53773.62	56516.10	59399.81	62429.54	65613.60	68961.15	72478.22		
Sr. Water Treatment Operator	20116	BGP 106	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
		Hourly	27.1712	28.5576	30.0142	31.545	33.1544	34.8453	36.6229		
		BIWEEKLY	2173.70	2284.61	2401.14	2523.60	2652.35	2787.62	2929.83		
		ANNUAL	56516.10	59399.81	62429.54	65613.60	68961.15	72478.22	76175.63		
Street Maintenance Worker I	17102	BBS 59	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
		Hourly	17.2773	18.1587	19.0849	20.0581	21.0816	22.1565	23.287		
		BIWEEKLY	1382.18	1452.70	1526.79	1604.65	1686.53	1772.52	1862.96		
		ANNUAL	35936.78	37770.10	39696.59	41720.85	43849.73	46085.52	48436.96		
Street Maintenance Worker II	17105	BCS 69	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
		Hourly	18.8029	19.7617	20.7701	21.8291	22.9429	24.1133	25.3431		
		BIWEEKLY	1504.23	1580.94	1661.61	1746.33	1835.43	1929.06	2027.45		
		ANNUAL	39110.03	41104.34	43201.81	45404.53	47721.23	50155.66	52713.65		
Streets Manager	17115	M44	Lower	Upper							
		Hourly	35.2972	58.6302							
		BIWEEKLY	2823.78	4690.42							
		ANNUAL	73418.18	121950.82							
Supervising Building Inspector	13210	M40	Lower	Upper							
		Hourly	34.2363	56.9327							
		BIWEEKLY	2738.90	4554.62							
		ANNUAL	71211.50	118420.02							
Supervising Civil Engineer	5136	M83	Lower	Upper							
		Hourly	46.5184	76.5867							
		BIWEEKLY	3721.472	6126.936							
		ANNUAL	96758.272	159300.3							
Systems Administrator	3103	M62	Lower	Upper							
		Hourly	39.8778	68.9985							
		BIWEEKLY	3190.22	5519.88							
		ANNUAL	82945.82	143516.88							
Systems Analyst I	3107	M29	Lower	Upper							
		Hourly	31.0167	51.7808							
		BIWEEKLY	2481.34	4142.46							
		ANNUAL	64514.74	107704.06							

Systems Analyst II	3109	M40 Hourly BIWEEKLY ANNUAL	Lower 34.2363 2738.90 71211.50	Upper 56.9327 4554.62 118420.02								
Systems Analyst III	3112	M51 Hourly BIWEEKLY ANNUAL	Lower 37.0599 2964.79 77084.59	Upper 61.454 4916.32 127824.32								
Tech. Servcs/Water Qual Mngr	19148	M62 Hourly BIWEEKLY ANNUAL	Lower 39.8778 3190.22 82945.82	Upper 68.9985 5519.88 143516.88								
Tire Repairer	17204	BCC 61 Hourly BIWEEKLY ANNUAL	Step 1 17.6244 1409.95 36658.75	Step 2 18.5234 1481.87 38528.67	Step 3 19.4685 1557.48 40494.48	Step 4 20.4614 1636.91 42559.71	Step 5 21.5052 1720.42 44730.82	Step 6 22.6022 1808.18 47012.58	Step 7 23.7551 1900.41 49410.61			
Traffic Engineer	18129	M59 Hourly BIWEEKLY ANNUAL	Lower 39.0005 3120.04 81121.04	Upper 64.5551 5164.41 134274.61								
Traffic Safety Maint Wkr	18102	BCS 69 Hourly BIWEEKLY ANNUAL	Step 1 18.8029 1504.23 39110.03	Step 2 19.7617 1580.94 41104.34	Step 3 20.7701 1661.61 43201.81	Step 4 21.8291 1746.33 45404.53	Step 5 22.9429 1835.43 47721.23	Step 6 24.1133 1929.06 50155.66	Step 7 25.3431 2027.45 52713.65			
Traffic Service Assistant I	14154	A13 Hourly BIWEEKLY ANNUAL	Step 1 14.2896 1143.17 29722.37	Step 2 15.004 1200.32 31208.32	Step 3 15.7543 1260.34 32768.94	Step 4 16.542 1323.36 34407.36	Step 5 17.3692 1389.54 36127.94	Step 6 18.2376 1459.01 37934.21	Step 7 19.1495 1531.96 39830.96	Step 8 20.107 1608.56 41822.56	Step 9 21.1123 1688.98 43913.58	Step 10 22.168 1773.44 46109.44
Traffic Service Assistant II	14155	A18 Hourly BIWEEKLY ANNUAL	Step 1 15.7185 1257.48 32694.48	Step 2 16.5044 1320.35 34329.15	Step 3 17.3296 1386.37 36045.57	Step 4 18.1961 1455.69 37847.89	Step 5 19.106 1528.48 39740.48	Step 6 20.0613 1604.90 41727.50	Step 7 21.0643 1685.14 43813.74	Step 8 22.1176 1769.41 46004.61	Step 9 23.2234 1857.87 48304.67	Step 10 24.3846 1950.77 50719.97
Traffic Signal Repairer I	18104	BDU 79 Hourly BIWEEKLY ANNUAL	Step 1 20.7701 1661.61 43201.81	Step 2 21.8291 1746.33 45404.53	Step 3 22.9429 1835.43 47721.23	Step 4 24.1133 1929.06 50155.66	Step 5 25.3431 2027.45 52713.65	Step 6 26.6358 2130.86 55402.46	Step 7 27.9948 2239.58 58229.18			
Traffic Signal Repairer II	18106	BES 89 Hourly BIWEEKLY ANNUAL	Step 1 22.9429 1835.43 47721.23	Step 2 24.1133 1929.06 50155.66	Step 3 25.3431 2027.45 52713.65	Step 4 26.6358 2130.86 55402.46	Step 5 27.9948 2239.58 58229.18	Step 6 29.4224 2353.79 61198.59	Step 7 30.9236 2473.89 64321.09			
Traffic Signal Technician	18108	BHE 112 Hourly BIWEEKLY ANNUAL	Step 1 28.2774 2262.19 58816.99	Step 2 29.7196 2377.57 61816.77	Step 3 31.2358 2498.86 64970.46	Step 4 32.8292 2626.34 68284.74	Step 5 34.5038 2760.30 71767.90	Step 6 36.2639 2901.11 75428.91	Step 7 38.1137 3049.10 79276.50			
Transport Operator	19123	BFU 99 Hourly BIWEEKLY ANNUAL	Step 1 25.3431 2027.45 52713.65	Step 2 26.6358 2130.86 55402.46	Step 3 27.9948 2239.58 58229.18	Step 4 29.4224 2353.79 61198.59	Step 5 30.9236 2473.89 64321.09	Step 6 32.5008 2600.06 67601.66	Step 7 34.1588 2732.70 71050.30			
Transportation Planner	18130	M44 Hourly BIWEEKLY ANNUAL	Lower 35.2972 2823.78 73418.18	Upper 58.6302 4690.42 121950.82								
Transportation Services Manager	18128	M87 Hourly BIWEEKLY ANNUAL	Lower 49.532 3962.56 103026.56	Upper 81.4052 6512.42 169322.82								
Treasury Supervisor	7312	M11 Hourly BIWEEKLY ANNUAL	Lower 25.2127 2017.02 52442.42	Upper 42.4941 3399.53 88387.73								
Treatment Plant Electrician	19150	BFU 99 Hourly BIWEEKLY ANNUAL	Step 1 25.3431 2027.45 52713.65	Step 2 26.6358 2130.86 55402.46	Step 3 27.9948 2239.58 58229.18	Step 4 29.4224 2353.79 61198.59	Step 5 30.9236 2473.89 64321.09	Step 6 32.5008 2600.06 67601.66	Step 7 34.1588 2732.70 71050.30			
Tree Trimmer I	15214	BCM 66 Hourly BIWEEKLY ANNUAL	Step 1 18.2496 1459.97 37959.17	Step 2 19.1807 1534.46 39895.86	Step 3 20.1591 1612.73 41930.93	Step 4 21.1874 1694.99 44069.79	Step 5 22.2682 1781.46 46317.86	Step 6 23.404 1872.32 48680.32	Step 7 24.5978 1967.82 51163.42			

CITY OF OXNARD
CLASSIFICATION AND SALARY LISTING
EFFECTIVE JULY 1, 2019

Tree Trimmer II	15217	BDO 76	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	20.1591	21.1874	22.2682	23.404	24.5978	25.8527	27.1712			
		BIWEEKLY	1612.73	1694.99	1781.46	1872.32	1967.82	2068.22	2173.70			
		ANNUAL	41930.93	44069.79	46317.86	48680.32	51163.42	53773.62	56516.10			
Utilities Finance Officer	4535	M62	Lower	Upper								
		Hourly	39.8778	68.9985								
		BIWEEKLY	3190.22	5519.88								
		ANNUAL	82945.82	143516.88								
Utility Supervisor	19107	M19	Lower	Upper								
		Hourly	27.4712	46.1081								
		BIWEEKLY	2197.70	3688.65								
		ANNUAL	57140.10	95904.85								
Victim Services Specialist	2105	A59	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	24.4991	25.724	27.0102	28.3607	29.7788	31.2677	32.831	34.4727	36.1963	38.0061
		BIWEEKLY	1959.93	2057.92	2160.82	2268.86	2382.30	2501.42	2626.48	2757.82	2895.70	3040.49
		ANNUAL	50958.13	53505.92	56181.22	58990.26	61939.90	65036.82	68288.48	71703.22	75288.30	79052.69
Video Technician	2106	A24	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	17.5336	18.4104	19.3309	20.2975	21.3125	22.3781	23.4969	24.6718	25.9054	27.2007
		BIWEEKLY	1402.69	1472.83	1546.47	1623.80	1705.00	1790.25	1879.75	1973.74	2072.43	2176.06
		ANNUAL	36469.89	38293.63	40208.27	42218.80	44330.00	46546.45	48873.55	51317.34	53883.23	56577.46
Wastewater Collections Manager	19105	M32	Lower	Upper								
		Hourly	31.5996	52.7138								
		BIWEEKLY	2527.97	4217.10								
		ANNUAL	65727.17	109644.70								
Wastewater Collect Operator I	19103	BCS 69	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	18.8029	19.7617	20.7701	21.8291	22.9429	24.1133	25.3431			
		BIWEEKLY	1504.23	1580.94	1661.61	1746.33	1835.43	1929.06	2027.45			
		ANNUAL	39110.03	41104.34	43201.81	45404.53	47721.23	50155.66	52713.65			
Wastewater Collect Operator II	19106	BDU 79	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	20.7701	21.8291	22.9429	24.1133	25.3431	26.6358	27.9948			
		BIWEEKLY	1661.61	1746.33	1835.43	1929.06	2027.45	2130.86	2239.58			
		ANNUAL	43201.81	45404.53	47721.23	50155.66	52713.65	55402.46	58229.18			
Wastewater Collections Supervisor	19108	M19	Lower	Upper								
		Hourly	27.4712	46.1081								
		BIWEEKLY	2197.70	3688.65								
		ANNUAL	57140.10	95904.85								
Wastewater Division Manager	4545	M87	Lower	Upper								
		Hourly	49.532	81.4052								
		BIWEEKLY	3962.56	6512.42								
		ANNUAL	103026.56	169322.82								
Wastewater Environmental Spec	19124	BHC 111	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	28.5576	30.0142	31.545	33.1544	34.1588	35.9012	37.7328			
		BIWEEKLY	2284.61	2401.14	2523.60	2652.35	2732.70	2872.10	3018.62			
		ANNUAL	59399.81	62429.54	65613.60	68961.15	71050.30	74674.50	78484.22			
Wastewater Infrastructure Manager	20142	M44	Lower	Upper								
		Hourly	35.2972	58.6302								
		BIWEEKLY	2823.78	4690.42								
		ANNUAL	73418.18	121950.82								
Wastewater Maintenance Manager	19169	M32	Lower	Upper								
		Hourly	31.5996	52.7138								
		BIWEEKLY	2527.97	4217.10								
		ANNUAL	65727.17	109644.70								
Wastewater Maintenance Supervisor	19170	M19	Lower	Upper								
		Hourly	27.4712	46.1081								
		BIWEEKLY	2197.70	3688.65								
		ANNUAL	57140.10	95904.85								
Wastewater Mechanic I	19117	BES 89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	22.9429	24.1133	25.3431	26.6358	27.9948	29.4224	30.9236			
		BIWEEKLY	1835.43	1929.06	2027.45	2130.86	2239.58	2353.79	2473.89			
		ANNUAL	47721.23	50155.66	52713.65	55402.46	58229.18	61198.59	64321.09			
Wastewater Mechanic II	19120	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	25.3431	26.6358	27.9948	29.4224	30.9236	32.5008	34.1588			
		BIWEEKLY	2027.45	2130.86	2239.58	2353.79	2473.89	2600.06	2732.70			
		ANNUAL	52713.65	55402.46	58229.18	61198.59	64321.09	67601.66	71050.30			
Wastewater Operations Mgr/ Chief Operator	19173	M62	Lower	Upper								
		Hourly	39.8778	68.9985								
		BIWEEKLY	3190.22	5519.88								
		ANNUAL	82945.82	143516.88								

CITY OF OXNARD
CLASSIFICATION AND SALARY LISTING
EFFECTIVE JULY 1, 2019

Wastewater Operator I	19126	BEE 82	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	21.3993	22.4909	23.638	24.8439	26.1112	27.4429	28.8429
		BIWEEKLY	1711.94	1799.27	1891.04	1987.51	2088.90	2195.43	2307.43
		ANNUAL	44510.54	46781.07	49167.04	51675.31	54311.30	57081.23	59993.23
Wastewater Operator II	19129	BFF 92	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	23.638	24.8439	26.1116	27.4429	28.8429	30.3147	31.8606
		BIWEEKLY	1891.04	1987.51	2088.93	2195.43	2307.43	2425.18	2548.85
		ANNUAL	49167.04	51675.31	54312.13	57081.23	59993.23	63054.58	66270.05
Wastewater Operator III	19128	BFQ 97	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	24.8436	26.1108	27.4432	28.8425	30.3141	31.8607	33.4852
		BIWEEKLY	1987.49	2088.86	2195.46	2307.40	2425.13	2548.86	2678.82
		ANNUAL	51674.69	54310.46	57081.86	59992.40	63053.33	66270.26	69649.22
Wastewater Operator in Training	19130	BCO 67	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	18.432	19.3726	20.3608	21.3993	22.4909	23.638	24.8439
		BIWEEKLY	1474.56	1549.81	1628.86	1711.94	1799.27	1891.04	1987.51
		ANNUAL	38338.56	40295.01	42350.46	44510.54	46781.07	49167.04	51675.31
Water Cons./Outreach Coord	20104	BHK 114.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	29.5698	31.0781	32.6636	34.3295	36.0806	37.9214	39.8555
		BIWEEKLY	2365.58	2486.25	2613.09	2746.36	2886.45	3033.71	3188.44
		ANNUAL	61505.18	64642.45	67940.29	71405.36	75047.65	78876.51	82899.44
Water Conserv/Outreach Tech	20102	BBS 59	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	17.2773	18.1587	19.0849	20.0581	21.0816	22.1565	23.287
		BIWEEKLY	1382.18	1452.70	1526.79	1604.65	1686.53	1772.52	1862.96
		ANNUAL	35936.78	37770.10	39696.59	41720.85	43849.73	46085.52	48436.96
Water Distribution Operator I	20108	BDK 75	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	19.9596	20.9777	22.0477	23.1724	24.3546	25.5966	26.9022
		BIWEEKLY	1596.77	1678.22	1763.82	1853.79	1948.37	2047.73	2152.18
		ANNUAL	41515.97	43633.62	45859.22	48198.59	50657.57	53240.93	55956.58
Water Distribution Operator II	20111	BEK 85	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	22.0477	23.1724	24.3546	25.5966	26.9022	28.2745	29.7169
		BIWEEKLY	1763.82	1853.79	1948.37	2047.73	2152.18	2261.96	2377.35
		ANNUAL	45859.22	48198.59	50657.57	53240.93	55956.58	58810.96	61811.15
Water Division Manager	20140	M87	Lower	Upper					
		Hourly	49.532	81.4052					
		BIWEEKLY	3962.56	6512.42					
		ANNUAL	103026.56	169322.82					
Water Operations Mngr Chief Operator	20144	M62	Lower	Upper					
		Hourly	39.8778	68.9985					
		BIWEEKLY	3190.22	5519.88					
		ANNUAL	82945.82	143516.88					
Water Reg. Compliance Coord	20104	BHK 114.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	29.5698	31.0781	32.6636	34.3295	36.0806	37.9214	39.8555
		BIWEEKLY	2365.58	2486.25	2613.09	2746.36	2886.45	3033.71	3188.44
		ANNUAL	61505.18	64642.45	67940.29	71405.36	75047.65	78876.51	82899.44
Water Reg. Compliance Tech I	20113	BFJ 94	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	24.1126	25.3426	26.6348	27.9931	29.4211	30.9213	32.4983
		BIWEEKLY	1929.01	2027.41	2130.78	2239.45	2353.69	2473.70	2599.86
		ANNUAL	50154.21	52712.61	55400.38	58225.65	61195.89	64316.30	67596.46
Water Reg. Compliance Tech II	20114	BGJ 104	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	26.6358	27.9948	29.4224	30.9236	32.5008	34.1588	35.9012
		BIWEEKLY	2130.86	2239.58	2353.79	2473.89	2600.06	2732.70	2872.10
		ANNUAL	55402.46	58229.18	61198.59	64321.09	67601.66	71050.30	74674.50
Water Resource Manager	20135	M40	Lower	Upper					
		Hourly	34.2363	56.9327					
		BIWEEKLY	2738.90	4554.62					
		ANNUAL	71211.50	118420.02					
Water Treatment Operator I	20109	BEM 86	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	22.2682	23.404	24.5978	25.8527	27.1712	28.5576	30.0142
		BIWEEKLY	1781.46	1872.32	1967.82	2068.22	2173.70	2284.61	2401.14
		ANNUAL	46317.86	48680.32	51163.42	53773.62	56516.10	59399.81	62429.54
Water Treatment Operator II	20112	BFD 91	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	23.404	24.5978	25.8527	27.1712	28.5576	30.0142	31.545
		BIWEEKLY	1872.32	1967.82	2068.22	2173.70	2284.61	2401.14	2523.60
		ANNUAL	48680.32	51163.42	53773.62	56516.10	59399.81	62429.54	65613.60
Water Treatment Operator III	20110	BFO 96	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	24.5978	25.8527	27.1712	28.5576	30.0142	31.545	33.1544
		BIWEEKLY	1967.82	2068.22	2173.70	2284.61	2401.14	2523.60	2652.35
		ANNUAL	51163.42	53773.62	56516.10	59399.81	62429.54	65613.60	68961.15

CITY OF OXNARD
CLASSIFICATION AND SALARY LISTING
EFFECTIVE JULY 1, 2019

Word Processor I	11129	A23	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	17.1659	18.0241	18.9253	19.8716	20.8651	21.9085	23.0038	24.1541	25.3618	26.6298		
		BIWEEKLY	1373.27	1441.93	1514.02	1589.73	1669.21	1752.68	1840.30	1932.33	2028.94	2130.38		
		ANNUAL	35705.07	37490.13	39364.62	41332.93	43399.41	45569.68	47847.90	50240.53	52752.54	55389.98		
Word Processor II	11132	A30	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	18.8006	19.7406	20.7277	21.764	22.8522	23.9949	25.1946	26.4544	27.7771	29.1659		
		BIWEEKLY	1504.05	1579.25	1658.22	1741.12	1828.18	1919.59	2015.57	2116.35	2222.17	2333.27		
		ANNUAL	39105.25	41060.45	43113.62	45269.12	47532.58	49909.39	52404.77	55025.15	57776.37	60665.07		
Word Processor III	11134	A38	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	20.4355	21.4574	22.5301	23.6566	24.8395	26.0815	27.3855	28.7518	30.1927	31.7023		
		BIWEEKLY	1634.84	1716.59	1802.41	1892.53	1987.16	2086.52	2190.84	2300.14	2415.42	2536.18		
		ANNUAL	42505.84	44631.39	46862.61	49205.73	51666.16	54249.52	56961.84	59803.74	62800.82	65940.78		
Workers' Compensation Manager	12103	M48	Lower	Upper										
		Hourly	36.2536	60.1595										
		BIWEEKLY	2900.29	4812.76										
		ANNUAL	75407.49	125131.76										
Workers' Compensation Specialist	12124	C69	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
		Hourly	23.7412	24.9283	26.1747	27.4835	28.8576	30.3005	31.8155	33.4063	35.0767	36.8305	38.672	40.6056
		BIWEEKLY	1899.30	1994.26	2093.98	2198.68	2308.61	2424.04	2545.24	2672.50	2806.14	2946.44	3093.76	3248.45
		ANNUAL	49381.70	51850.86	54443.38	57165.68	60023.81	63025.04	66176.24	69485.10	72959.54	76607.44	80437.76	84459.65

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ESTABLISHING FINANCIAL MANAGEMENT POLICIES

WHEREAS, the City Council wishes to establish financial management policies to be followed in the development and implementation of the City budget.

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves that the following policies will guide the development and implementation of the City's Operating and Capital Improvement Project Budgets.

I. BUDGET POLICIES

A. Budget Guidelines

- 1) The City Manager will prepare a multi-year revenue and expenditure forecast, which will provide parameters for the budget development process.
- 2) The budget process will include the development of a balanced two-year budget when financial circumstances are appropriate for a two-year budget. Any two-year budget will include an approach that City Council approves appropriations for a one-year operating budget and capital improvement plan.
- 3) The budget will be organized in a department/service level format.
- 4) The budget development process will include the identification and evaluation of policy options for service levels. However, the adopted budget will include only those policy options approved by City Council.

B. Appropriation Priorities

1. In evaluating the level of appropriations for department enhancements, or expense reductions, staff will apply the following principles in the priority order given:
 - a. Essential services that provide for the health, safety and welfare of residents.
 - b. Contractual obligations to bondholders and other debts.
 - c. Adequate ongoing maintenance of facilities and equipment.
 - d. All other services.
2. When reductions in personnel are necessary to reduce expenditures, to the greatest extent possible this will be accomplished through normal attrition.

C. Supplemental Services

The City Council may budget for certain services that may also be provided by other governmental agencies or the private sector. The provision of these services will be based on a demonstrated community need or benefit over time. When appropriate, these services will be supported in whole or in part by user fees.

D. Appropriation Changes

1. Changes to the City Council adopted budget for the fiscal year shall occur as follows:
2. By City Council action for all changes that either increase or decrease fund appropriations adopted in the annual budget appropriation resolution.
3. By the City Manager for appropriation transfers between departments within a fund.
4. By the Department Director for appropriation transfers between programs within the same fund, as long as funding is available in the department as a whole.

II. CAPITAL IMPROVEMENT PROGRAM POLICIES

A. Capital Planning Period

1. Staff will budget all capital improvements in accordance with an adopted Capital Improvement Program (CIP).
2. The City's long-range capital planning period will be a minimum of five years, or longer where appropriate.
3. The Five-Year Capital Improvement Program will be reviewed and approved by City Council during each budget cycle, or as needed based on economic and funding outlooks. City Council will approve appropriations annually. Appropriation changes will be in accordance with Section I.D.
4. The CIP will be in conformance with and support the City's major planning documents: the most current General Plan, project specific plans, and citywide master plans for related infrastructure improvements.
5. Staff will prepare strategic plans and master plans for major infrastructure and utility improvements with a 10- or 20-year planning horizon when appropriate.
6. To the extent funds are available, any unused appropriations at the end of the fiscal year in active CIP projects will be carried-forward into the next fiscal year(s) until the project has been completed.

7. Any unused funds after the completion of the project, will be returned to the funding source. This should happen within 90-days of notification to the Finance department.

B. Capital Project Priorities

1. Staff will evaluate and prioritize each proposed capital project against the following criteria:
 - a. Health and Safety: Projects needed to maintain or improve human health or safety.
 - b. Asset Preservation: Projects needed to maintain or protect the City's existing assets.
 - c. New or Expanded Services: Projects that create something new, like a new park, or increase the capacity of existing facilities, like larger water or sewer lines.

C. Capital Project Management

1. Capital projects will be managed in a phased approach as needed. The project phases will become a framework for appropriate decision points and reporting. The phasing will consist of:
 - a. Conceptual/schematic proposal
 - b. Preliminary design and cost estimate
 - c. Engineering and final design
 - d. Bid administration
 - e. Acquisition/construction
 - f. Project closeout
2. Each capital improvement project will have a project manager who will prepare the project proposal, ensure that required phases are completed on schedule, authorize payment of expenditures as required by the City's Purchasing Manual, ensure that all regulations and laws are observed, periodically report project status, track project expenditures and perform the project closeout according to current procedures.

III. REVENUE POLICIES

A. Maintenance of Revenues

1. The City Council will attempt to maintain a diversified and stable revenue base to shelter the City from short term fluctuations in any one revenue source.

2. The City Council will promote an increase in the City's revenue base through economic development programs that maintain and enhance a vigorous local economy.
3. The City Council will seek to supplement the City's revenue base through the identification of and application for State and federal grant funds, which will support identified needs.

B. User Fees and Rates

1. The City Council will attempt to recover the costs of services providing a private benefit to users through the imposition of user fees and charges.
2. The City Council will establish all user fees and charges at a level related to the direct and indirect costs of providing services and the degree of public versus private benefit.
3. Staff will recalculate periodically the full costs of activities supported by user fees and rates to identify the impact of inflation and other cost increases.
4. The City Council will set fees and user rates for each enterprise fund (water, wastewater, environmental resources) at a level that fully supports the total direct and indirect costs of the activity.

C. Revenue Collection

1. Staff will take all cost effective actions available to collect revenues.
2. Staff will grant use fee waivers and debt forgiveness only as authorized by City Council approved policies.
3. Staff will not grant development and permit fee waivers.

D. Interest Earnings

1. Staff will assign interest earnings to the appropriate funds, where required, based on invested cash balances.
2. Investment policies will be reviewed annually by the Treasurer's Investment Review Committee and the City Council.

IV. FUND BALANCE POLICY

This Fund Balance Policy establishes the procedures for reporting unrestricted fund balance in the General Fund financial statements. Certain commitments and assignments of fund balance will help ensure that there will be adequate financial resources to protect the City against

unforeseen circumstances and events such as revenue shortfalls and unanticipated expenditures. The policy also authorizes and directs the Chief Financial Officer to prepare financial reports which categorize fund balance in accordance with Governmental Accounting Standards Board (GASB) Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions.

A. Procedures

Fund balance is essentially the difference between the assets and liabilities reported in a governmental fund. There are five separate components of fund balance, each of which identifies the extent to which the City is bound to honor constraints on the specific purposes for which amounts can be spent.

- Non-spendable
- Restricted
- Committed
- Assigned
- Unassigned

The first two components listed above are not addressed in this policy due to the nature of their restrictions. An example of non-spendable fund balance is a prepaid item. Restricted fund balance is either imposed by law or constrained by grantors, contributors, or laws or regulations of other governments. This policy is focused on financial reporting of unrestricted fund balance, or the last three components listed above. These three components are further defined below.

B. Committed Fund Balance

The City Council, as the City's highest level of decision-making authority, may commit fund balance for specific purposes pursuant to constraints imposed by formal actions taken, such as ordinance or resolution. These committed amounts cannot be used for any other purposes unless the City Council removes or changes the specified use by taking the same type of action it employed to commit those amounts. City Council action to commit fund balance should occur within the fiscal reporting period; however the amount can be determined in the subsequent period.

C. Assigned Fund Balance

1. Amounts that are constrained by the City's intent to be used for specific purposes, but are neither restricted nor committed, should be reported as assigned fund balance.
2. This policy hereby designates the authority to assign amounts to be used for specific purposes to the Chief Financial Officer for the purpose of reporting these amounts in the annual financial statements.

D. Unassigned Fund Balance

These are residual positive net resources of the general fund in excess of what can be properly classified in one of the other four categories.

V. RESERVE POLICIES

- A. Adequate reserves will be maintained for all known liabilities, including payable employee leave balances, workers' compensation, and self insured retention limits.
- B. The City Council will endeavor to maintain an operating reserve equal to 12 percent (12%) of the General Fund operating budget. The operating reserve shall be available to: cover cash flow requirements; meet unanticipated revenue shortfalls; take advantage of unexpected opportunities; invest in projects with a rapid payback; ensure against physical or natural disasters; and provide interest earnings.
- C. The City Council will endeavor to maintain operating reserves in the utility funds equal to 25 percent (25%) of the operating budgets.

VI. DEBT POLICIES

- A. Use of Debt
 - 1. Any use of tax and revenue anticipation borrowing will be consistent with State and federal laws and regulations. See Attachment A for the Debt Management Policy, as required by Government Code Section 8855(i), effective January 1, 2017.
- B. Conditions of Use
 - 1. The City Council will use long term debt to finance a land purchase, major equipment acquisition, a capital project, or reserve only if a cost/benefit analysis establishes that the financial and community benefits of the financing exceed the costs.
 - 2. Benefits can include, but are not limited to, the following:
 - a. Present value benefit: The current cost plus the financing cost is less than the future cost of the project or acquisition.
 - b. Maintenance value benefit: The financing cost is less than the maintenance cost of deferring the project or acquisition.
 - c. Equity benefit: Financing provides a method of spreading the cost of a project or acquisition back to the users of the project or acquisition over time.
 - d. Community benefit: Debt financing of the project or acquisition enables the City Council to meet an immediate community need.

3. Debt financing will be used only when project revenues or other identified revenue sources are sufficient to service the term of the debt.
4. The City Council by resolution will periodically establish industry standard bond debt ratios to assess maximum debt carrying capacity and will apply these ratios to each proposed debt.
5. When the City obtains debt financing on behalf of or benefiting a third party (as with assessment districts) such debt will be issued in conformance with existing City Council priorities and policies without contingent liability of the City and with all costs of issuance and administration fully reimbursed by the third party.

C. Methods

1. Staff will retain the following contract advisors for the issuance of debt:
 - a. Bond Counsel - To be selected by RFP periodically.
 - b. Disclosure Counsel – To be selected by RFP periodically.
 - c. Special Counsel - To be selected by RFP periodically to protect the City’s interest in complex negotiations and document review.
 - d. Municipal Advisor - To be selected by RFP periodically to assist the City in assessing financing opportunities and options, selection of underwriters, preparation of all required financing documents, and other financial advisory assistance as required.
 - e. Underwriters - To be selected periodically by RFP for negotiated financings. For bond issues that are competitively bid, underwriter will be selected on the basis of lowest true interest cost (TIC).
2. The City Council’s preference is to issue fixed rate, long-term debt with level debt service, but variable rate debt or other debt service structure may be considered if an economic advantage is identified for a particular project.
3. Bond proceeds will be held by an independent bank acting as trustee or fiscal agent.
4. The City Council’s bond rating objective for the City for all debt issues is a Standard & Poor’s rating of AA. Credit enhancements will be used to achieve higher ratings when there is an economic benefit.

VII. ACCOUNTING POLICIES

A. Accounting Standards

1. The City's accounting systems and procedures will comply with Generally Accepted Accounting Principles (GAAP) and the Governmental Accounting Standards Board (GASB) to the extent necessary to achieve an unmodified audit opinion and adequate internal controls.
2. The City will adopt the historical cost method of fixed asset reporting to comply with GASB and the capitalization policy will be \$5,000 or more for equipment and \$20,000 for buildings and building improvements.
3. Staff will prepare quarterly and annual financial reports to present a summary of financial performance and position for major operating funds.
4. Staff will provide full disclosure in the annual financial statements and bond representations.

B. Independent Auditor

1. The City will retain an independent certified auditing firm to annually conduct an audit of the financial records in accordance with all state and federal requirements.
2. The selection of the City's audit firm will be by an RFP submitted to a limited number of qualified audit firms with recognized credentials in municipal auditing.
3. In order to promote continuity in the audit process, the engagement of the audit firm will be for a minimum period of three years. Such three-year engagement may be extended on an annual basis at the option of the City Manager.

VIII. RISK MANAGEMENT POLICIES

- A. The City will maintain a risk management program for public liability, workers' compensation, and loss of property exposures. This program will emphasize the prevention and avoidance of risk, whenever possible, funding for losses which cannot be avoided, and transfer of risk to third parties whenever appropriate.
- B. The risk management process will include the systematic and continuous identification of loss perils and exposures, the analysis of these perils and exposures in terms of frequency and severity probabilities, the application of sound risk control procedures and the financing of risk consistent with the City's financial resources.
- C. If the loss potential in dollars for a particular risk is substantial and cannot be absorbed within the City's annual operating budget, the staff will develop and maintain a program of purchased insurance, funded self-insurance, or debt.
- D. Staff will endeavor to promptly settle justified claims but will vigorously defend claims which are doubtful, frivolous, or unsupported.

- E. Staff will maintain separate self-insurance funds to identify and segregate the financial resources necessary to cover insurance premiums and self-insured retentions.
1. Revenues into the insurance funds will be generated by charges to operating programs allocated to reflect loss experience.
 2. Resources will be established at the end of each year to fund liability for open claims, incurred but not reported claims, and a catastrophic loss reserve as periodically recommended by an independent actuarial consultant, or as authorized for GAAP.
 3. The Confidence Interval for all risk management reserve funds will be maintained at a minimum of 50% confidence interval.
- F. To assist in the overall administration of the risk management program, the City Council will utilize the following consultants:
1. Claims adjuster for workers' compensation and public liability/property damage.
 2. Claims auditor, actuarial consultant, and risk management program auditor.
 3. Insurance broker of record.

PASSED AND ADOPTED on this 18th day of June, 2019, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ESTABLISHING AN APPROPRIATION LIMIT FOR THE FISCAL YEAR 2019-2020

WHEREAS, Government Code section 7900 provides for the implementation of Article XIII B of the California Constitution; and

WHEREAS, Government Code sections 7901 through 7914 provide that each year the City Council shall, by resolution, establish its proceeds of taxes appropriation limit at a regularly scheduled meeting; and

WHEREAS, all documentation used in the determination of the proceeds of taxes appropriation limit has been and will continue to be available to the public from the Chief Financial Officer of the City of Oxnard as required by law; and

WHEREAS, the proceeds of taxes appropriation limit for the fiscal year 2019-2020 is calculated by adjusting the prior fiscal year, 2018-2019; and

WHEREAS, the adjustment factors are:

1. change in the population of the County = -0.18%
2. change in the population of the City = 0.29%
3. change in the per capita income in California = 3.85%; and

WHEREAS, the formula provides that the City can use the greater of either factors 1 or 2, plus factor 3; and

WHEREAS, the City's fiscal year 2019-2020 appropriation limit for proceeds of taxes is determined to be \$361,112,555 using factors 2 and 3.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD resolves as follows: The proceeds of taxes appropriation limit for the fiscal year 2019-2020 is established as \$361,112,555 and the "proceeds of taxes" revenue subject to this limitation is \$134,768,887, an amount well below the established limit. Documentation used in the determination of the proceeds of taxes appropriation limit is available to the public at the City of Oxnard Finance Department, 300 West Third Street, Oxnard, CA 93030.

Resolution No.

P a g e 2

PASSED AND ADOPTED on this 18th day of June, 2019, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO. _____

**A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD
APPROVING THE HOUSING AUTHORITY'S OPERATING BUDGET FOR FISCAL YEAR
2019-2020**

WHEREAS, in accordance with law, a public hearing on this budget was duly scheduled, advertised and held and there was an opportunity for all persons to be heard and for their suggestions or objections to be carefully considered.

NOW, THEREFORE, THE HOUSING AUTHORITY OF THE CITY OF OXNARD HEREBY RESOLVES AS FOLLOWS:

1. Having reviewed the proposed Operating Budget, and the funds included therein for the period of July 1, 2019 through June 30, 2020, the Housing Authority hereby adopts the budget and appropriations for fiscal year 2019-2020 summarized as follows:

Programs	FY 2019-2020 Budget
Public Housing	\$ 7,242,417
Rental Assistance – Section 8	<u>\$21,760,439</u>
Total Cost	\$29,002,856

2. Staff is directed to ensure that the final adopted budget document containing the Housing Authority's operating budget for fiscal year 2019-2020 shall contain all revisions made by the Housing Authority prior to final budget adoption.

PASSED AND ADOPTED on this 18th day of June, 2019, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Chairman

ATTEST:

Michelle Ascencion, Secretary Designate

APPROVED AS TO FORM:

Stephen M. Fischer, General Counsel

CITY OF OXNARD 2019-20 BUDGET PROPOSED ADOPTION

Presented by:
Alexander Nguyen, City Manager

Revenues: \$136.1 million

Expenses: - \$145.3 million

Deficit: - \$9.2 million

(without any changes)

- Efficiency savings
- Restructuring: reductions & eliminations
- Targeted additions
- Revenue enhancements

SUMMARY OF ALL MAJOR GENERAL FUND SAVINGS, REDUCTIONS & ELIMINATIONS

Department	Staff Proposal
City Manager	\$189,641
Cultural & Community Services	\$2,439,393
Fire	\$1,000,000
Information Technology (IT)	\$193,804
Police	\$988,498
Public Works	\$2,222,191
Net Additions/ Other Cuts	- \$468,597
TOTAL SAVINGS	\$6,564,930

Council Decision:
Measure O paying
\$410,000 to keep
PACC events
through 12/31/19

Council Decision:
Measure O paying
\$1,000,000 for Fire
Department
overtime station
coverage
(Keep Station 2
fully operational)

REDUCTIONS & ELIMINATIONS TO THE POLICE DEPARTMENT

Reduction/Elimination	Savings
Eliminate Victim Advocate Position	(\$106,000)
Fireworks by the Sea	(\$29,000)
Communications Manager Vacancy	(\$145,700)
Animal Services	(\$100,000)
Overtime Reduction (by reassigning some neighborhood policing team officers)	(\$300,000)
Defer October 2019 Police Academy	(\$197,827)
TOTAL (including other cuts)	(\$988,498)

(No changes)

REDUCTIONS & ELIMINATIONS TO PUBLIC WORKS

Division	Positions Eliminated	Other Reductions/ Eliminations	Savings
Parks	10	Reduce contract services & use of water	(\$1,139,000)
Fleet	3	Reduce contract & towing services; reduce parts expense	(\$137,110)*
Graffiti Action Program (GAP)	4	Eliminate overtime; reduce shop & field supplies	(\$275,255)
Street Trees & Medians	2	N/A	(\$123,000)
TOTAL (including other cuts)			(\$2,222,191)

* Additional Fleet cuts (\$487,084) in other funds
(No changes)

REDUCTIONS & ELIMINATIONS TO CULTURAL & COMMUNITY SERVICES

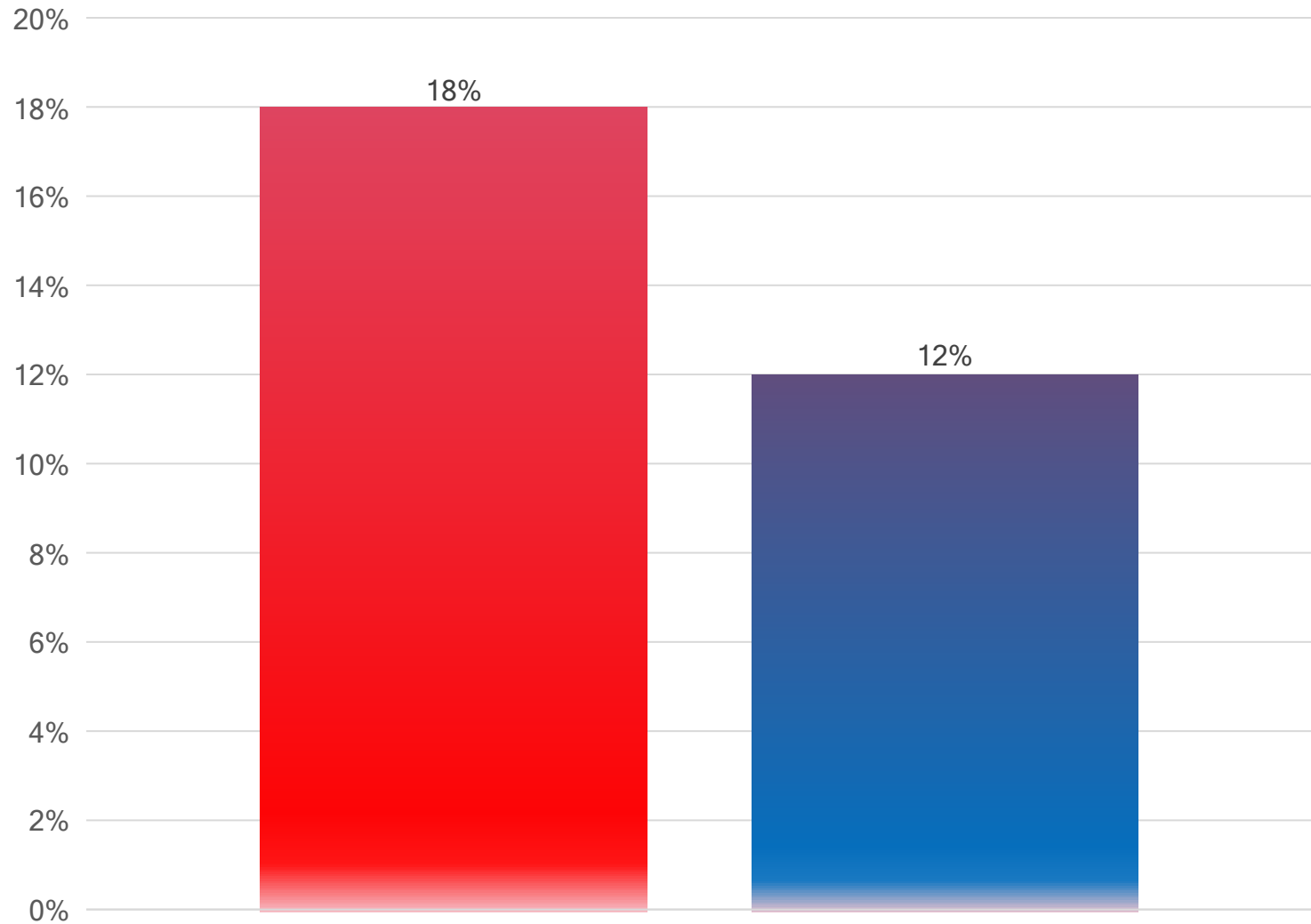
Reduction/Elimination	Staff Proposal	Council Decision
PACC	Close 7/1/19 (\$1,124,664)	Work with OPACC for events through 12/31/19 Measure O: \$410,000
Carnegie Art Museum – close 7/1/19	(\$522,708)	(\$522,708)
Close Sundays at Main Library	(\$24,018)	(\$24,018)
Colonia Library	Closing (\$26,976)	Staying open due to donations (\$26,976)
Eliminate Librarian I & Library Circulation Supervisor	(\$112,183)	(\$112,183)
Eliminate 2 recreation leaders*	(\$107,538)	(\$107,538)
Eliminate 1 administrative position	(\$59,977)	(\$59,977)
Reduce City Corps	(\$618,655)	(\$618,655)
TOTAL (including other cuts)	\$2,439,393	\$2,439,393

*The Colonia Boxing Gym will remain open 20 hours per week

MEASURE O ADDITIONS

Use of Funds	Frequency	Council Decision
Overtime for Fire Station Coverage	One time	\$1,000,000
PACC – stay open for 6 months	One time	\$410,000
TOTAL		\$1,410,000
Measure O Ending Fund Balance		\$2,719,446

RECOMMENDED CHANGE TO GENERAL FUND RESERVES POLICY



IN SUMMARY

	Staff Proposal	Council Decision
Revenues:	\$136.1M	\$136.1M
Expenses:	<u>- \$145.3M</u>	<u>- \$145.3M</u>
Deficit:	- \$9.2M	- \$9.2M
Net Savings, Reductions, Eliminations & Revenues	\$6.9M	\$5.6M*
Measure O Supplement		\$1.4M*
Use of Reserves	\$2.3M	\$2.3M

*Due to rounding, numbers may not add up precisely to totals

RECOMMENDATION

1. That the City Council adopt the following 5 resolutions:
 - a. A Resolution of the City Council of the City of Oxnard Approving the City Operating and Capital Improvement Budget for the Fiscal Year 2019-20; and
 - b. A Resolution of the City Council of the City of Oxnard Amending Resolution Nos. 15205 and 15207, Authorizing Full-Time Equivalent Positions in the City Service Effective July 1, 2019, in Accordance with the Operating and Capital Budget for the 2019-20 Fiscal Year; and

RECOMMENDATION (CONTINUED)

- c. A Resolution of the City Council of the City of Oxnard Amending Resolution Nos. 15,204 and 15,206 and Approving the Attached Classification and Salary Schedule Pursuant to Chapter 4 of the City Personnel Rules and Regulations; and
 - d. A Resolution of the City Council of the City of Oxnard Establishing Financial Management Policies; and
 - e. A Resolution of the City Council of the City of Oxnard Establishing an Appropriation Limit for the Fiscal Year 2019-2020.
2. That the Housing Commissioners adopt a Resolution of the Housing Authority of the City of Oxnard Approving the Housing Authority's Operating Budget for Fiscal Year 2019-2020.



QUESTIONS?

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CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. J.2.

DATE: June 18, 2019

TO: City Council

FROM: Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org

SUBJECT: Exclusive Negotiation Agreements between the City of Oxnard and Clear Channel Outdoor, LLC and between the City of Oxnard and Outfront Foster Interstate, LLC, both regarding potential digital billboard sites on City-owned property and rights-of-way along U.S. Highway 101. (5/10/5)

RECOMMENDATION

That the City Council authorize the Mayor to:

1. Execute the Exclusive Negotiation Agreement between the City of Oxnard and Clear Channel Outdoor, LLC regarding potential digital billboard sites on City-owned property and rights-of-way on the north side of U.S. Highway 101 between Rose Avenue and Del Norte Boulevard and the south side of U.S. Highway 101 between Vineyard Avenue and Rice Avenue; and
2. Execute the Exclusive Negotiation Agreement between the City of Oxnard and Outfront Foster Interstate, LLC regarding potential digital billboard sites adjacent to RiverPark Boulevard near Vineyard Avenue (APNs 132-003-301; 132-031-106; and 132-031-107) and City-owned property and right-of-way on the north side of U.S. Highway 101 the Santa Clara River and Rose Avenue.

BACKGROUND

In April 2017, Clear Channel Outdoor (Clear Channel) submitted a proposal to the City in which (as part of a larger proposal) Clear Channel sought City approval to convert two existing billboards along U.S. Highway 101 to digital billboards. The City went through extended discussions and negotiations with Clear Channel representatives regarding the proposals and related issues. On December 19, 2018, Outfront Foster Interstate (Outfront) submitted a proposal to the City that proposed two new digital billboards on City-owned property or rights-of-way along Highway 101 in three potential locations.

On May 7, 2019, the City Council met with its real property negotiators in closed session regarding the proposed billboard locations. In response, City staff prepared the Exclusive Negotiation Agreements to be considered by the City Council in open session.

ANALYSIS/DISCUSSION:

Under the terms of the Exclusive Negotiation Agreements, Clear Channel and Outfront would be given the exclusive right to negotiate with the City for an initial six-month period over specified potential locations along U.S. Highway 101 within the City's corporate boundaries. At the City Manager's sole discretion, the agreements could be extended for up to two additional six-months terms if the projects are being diligently pursued by the parties. Both agreements require the billboard operator to make a good-faith deposit of \$5,000, which becomes nonrefundable 90 days from the effective date of the Exclusive Negotiation Agreement.

If City staff were able to reach an acceptable tentative agreement with Clear Channel and/or Outfront for one or more specific locations along U.S. Highway 101 for digital billboards, then City staff would conduct any necessary environmental analysis and would take the matter to the Planning Commission for its recommendation regarding the General Plan and Zoning Code regulations that would be necessary in order to allow digital billboards in specific locations along U.S. Highway 101.

Once the Planning Commission has made its recommendation to the City Council, then the City Council would consider if (1) it wished to amend the General Plan and Zoning Code to allow digital billboards in specific locations along the U.S. Highway 101 corridor; and (2) if it wished to approve the proposed agreement(s) with one or both of the billboard operators on terms that were acceptable to the City.

Assuming that the City Council decided to approve the amendments to the General Plan and the Zoning Code and one or both of the agreements with Clear Channel and/or Outfront, the billboard operator(s) would be eligible to apply for a special use permit to obtain approval for a digital billboard at the specific location. The billboard operator would also be required to obtain required state permits for each billboard site and obtain necessary building permits for the construction of each billboard structure.

ENVIRONMENTAL IMPACT

Entering into the Exclusive Negotiation Agreement will not result in a direct or reasonably indirect potential change in the environment. (CEQA Guidelines, Section 15060(c)(2).) Any subsequent amendment to the General Plan and the Zoning Code to allow digital billboards along U.S. Highway 101 would require subsequent environmental analysis.

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.

FINANCIAL IMPACT

If agreement is reached, and after the permit processing described above, then ongoing annual revenue would come to the

General Fund for the term of the Agreement.

Separately, Clear Channel and Outfront are required to pay a good-faith deposit of \$5,000 within 60 days from entering into the Exclusive Negotiation Agreement with the City. The deposit becomes nonrefundable 90 days from the effective date of the agreement.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Kenneth Rozell, Assistant City Attorney, Ashley Golden, Assistant City Manager

ATTACHMENTS

1. A: Exclusive Negotiation Agreement between the City and Clear Channel
2. B: Exclusive Negotiation Agreement between the City and Outfront
3. Presentation Billboard ENA

**CITY OF OXNARD
EXCLUSIVE NEGOTIATING AGREEMENT**

This Exclusive Negotiating Agreement (the "Agreement") is made and entered into as of this _____ day of June, 2019, by and between the CITY OF OXNARD (hereafter alternately, "City of Oxnard" or the "City") and CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company ("Clear Channel"). The City and Clear Channel may individually be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. The City and Clear Channel desire to discuss a potential project (the "Signage Project" or the "Project") pursuant to which Clear Channel shall cause to be designed, constructed and operated two double-sided digital general outdoor advertising sign displays on City owned or controlled property, including City rights-of-way, at the sites described on Exhibit A attached hereto (as such sites may be modified, supplemented, or replaced by agreement of the Parties, each a "Project Site" and together, the "Project Sites"), all on terms and conditions to be negotiated by the Parties.

B. The City desires to explore the feasibility of the Signage Project with Clear Channel because the City believes that the Project presents an opportunity for the City to obtain significant revenue through the sale of advertising on the advertising signs Clear Channel proposes to erect at the Project Sites.

C. In furtherance of pursuing the Project, the City and Clear Channel desire to enter into this Agreement to provide for an exclusive negotiating period on the terms and conditions set forth herein.

NOW THEREFORE, in recognition of the time, effort, expenses and costs to be borne by Clear Channel in connection with this Agreement relating to the Signage Project, the City and Clear Channel, for good and valuable consideration had and received, and in further consideration of the covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Exclusivity and Negotiations.

1.1 Length of Exclusivity Period. The feasibility study and negotiations of the Parties shall continue for a six (6) month period commencing on the date of this Agreement ("Exclusivity Period"). At the sole discretion of the City Manager, this Agreement may be extended for up to two (2) additional six (6) month terms if the Signage Project is being diligently pursued by the Parties. The Exclusivity Period may be terminated earlier pursuant to the provisions of **Section 4** of this Agreement.

1.2 Purpose. The purpose of this Agreement is to enable the City and Clear Channel to have an exclusive opportunity for a limited duration to determine the feasibility of the Signage Project. The Exclusivity Period is intended to provide Clear Channel with sufficient time to: (i) demonstrate the developmental and operational feasibility of the Signage Project

concept; (ii) demonstrate the capacity of Clear Channel to successfully undertake and bring the Project to completion; and (iii) afford Clear Channel the exclusive opportunity to negotiate the terms of a definitive agreement with the City with respect to the Project (the "Project Agreement").

1.3 Good Faith Negotiations. The City and Clear Channel shall negotiate diligently and in good faith during the Exclusivity Period in an effort to reach mutual agreement on a Project Agreement that would govern the terms and conditions for the development and lease of selected sites by Clear Channel. Negotiations regarding the Project Agreement will commence after mutual execution of this Agreement and shall continue until the earlier of (i) execution of a mutually-acceptable Project Agreement; (ii) termination of this Agreement pursuant to **Section 4**; or (iii) expiration of the Exclusivity Period (as such period may be extended pursuant to this Agreement).

1.4 Exclusive Negotiations. Except as otherwise indicated below, the City shall not entertain discussions or enter into any negotiations with any third party regarding the Project Sites other than Clear Channel during the Exclusivity Period. Nor shall the City solicit offers or development proposals for the Project Sites, or portions thereof, from any third party or authorize any third party to take any action that the City is prohibited from taking during the Exclusivity Period. To the extent allowed by law, the City and Clear Channel shall maintain in strict confidence the contents of their negotiations and discussions, and any and all documents, materials, and information provided by one Party to the other Party marked or otherwise designated as confidential. The Parties acknowledge that this Agreement is a public document. If City receives a Public Records Act request for the documents, materials and information provided by Clear Channel to the City, the City shall provide Clear Channel with timely notice of the request prior to the disclosure of any documents or materials to give Clear Channel an opportunity to legally challenge any disclosure of the responsive documents and materials. Notwithstanding the foregoing, this Agreement shall not prohibit or restrict the City from continuing its ongoing negotiations with Clear Channel with respect to upgrading and operating existing outdoor advertising sign(s) and/or developing, constructing, and operating new outdoor advertising sign(s), so long as such signs are or will be located at sites separate and distinct from the Project Sites, and will not conflict with or obstruct the Project.

2. Good Faith Deposit. In consideration for the City entering into this Agreement, Clear Channel shall pay the City a Good Faith Deposit of Five Thousand Dollars (\$5,000) upon execution of this Agreement. Payment of the Good Faith Deposit shall be in the form of a check delivered to the City within sixty (60) days from the date of this Agreement. In consideration of the time and effort that City staff will expend as part of the negotiations of the Signage Project, the Good Faith Deposit shall become nonrefundable ninety (90) days from the date of this Agreement unless this Agreement is terminated pursuant to **Section 4** before that date.

3. Effect of Negotiations. Clear Channel acknowledges and agrees that any activity on the locations proposed in the feasibility analysis undertaken by Clear Channel pursuant to this Agreement or proposed in any submissions to the City under this Agreement, shall not be implemented unless the Project Agreement for the Signage Project has been executed pursuant to the approval of the City.

4. Termination and Extensions.

4.1 Time is of the Essence. Time is of the essence in this Agreement.

4.2 Notice of Breach. In the event that either Party fails to perform all of that Party's obligations pursuant to the terms and conditions of this Agreement, the non-defaulting Party shall promptly give the defaulting Party notice of such default, and of the non-defaulting Party's intention to terminate this Agreement. The defaulting Party shall have a period of ten (10) business days from the receipt of such written notice from the non-defaulting Party to the defaulting Party within which to cure any other default thereunder which is capable of being cured by the defaulting Party; provided, however, that with respect to any default capable of being cured by the defaulting Party but which cannot be cured within such ten (10) business days, the default shall not be deemed to be uncured if the defaulting Party commences to cure within said ten (10) business days and diligently prosecutes the cure.

4.3 No Assignment. This Agreement and any rights, interests or obligations hereunder are not assignable by any Party without the prior written consent of the other Party. Any attempt to assign this Agreement or any part of the Agreement without said prior written consent shall constitute a breach of this Agreement and shall be void and of no force and effect. This Agreement, and each term and provision hereof, shall inure to the benefit of and be binding on the heirs, successors and assigns of the Parties.

4.4 Termination Upon Default. If either Party fails to cure any default during the cure period described in **Section 4.2**, this Agreement may be terminated upon written notice of termination from the non-defaulting Party, following which neither Party shall have any further rights or obligations hereunder except as set forth in **Section 4.5**, below.

4.5 Rights Upon Termination. Upon termination of this Agreement for any reason, neither party shall have any further rights or obligations hereunder except (i) the City shall promptly return to Clear Channel all confidential information submitted by Clear Channel to the City; (ii)) each Party shall be entitled to recover reasonable damages as it may sustain from a breach by the other Party of the confidentiality provisions of **Sections 1.4** and this **Section 4.5**.

4.6 Extension of Time to Complete Legal Requirements. In the event that Clear Channel has fully performed under the terms and conditions of this Agreement in a timely manner, the City will extend the Exclusivity Period by the amount reasonably necessary to complete the Project Agreement, or negotiation thereof, beyond what is provided in **Section 1.1** of this Agreement, and give public notice of consideration of adoption of the Project Agreement pursuant to applicable law.

5. Non-Discrimination. Clear Channel and the City agree that there shall be no discrimination against, or segregation of any person, or group of persons, on account of sex, race, color, age, marital status, religion, disability, creed, national origin, ancestry or sexual orientation in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project Sites nor shall Clear Channel establish or permit any such practice or practices of discrimination or

segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, subleases or vendees of the site locations.

6. Access and Information. Clear Channel and its agents or representatives shall have the right to enter upon the Project Sites at any reasonable time during the term of this Agreement for any lawful purpose in furtherance of the feasibility analysis or development of the Signage Project including, without limitation, verification of information, and conducting investigations, tests and studies. Upon Clear Channel's request, the City shall promptly furnish to Clear Channel all material information within its possession or control concerning the Project Sites, including without limitation, copies of all topographical surveys, environmental reports, engineering studies, soil-bearing test data, and any similar reports and studies with respect to the Project Sites.

7. Indemnification. Clear Channel shall indemnify, defend and hold the City harmless from any and all third-party claims, demands, losses, actions, liabilities, causes of action or judgments, including reasonable attorney's fees, which the City may incur or be required to pay by reason of Clear Channel's entry onto the Project Sites and activities conducted thereon by Clear Channel or its agents, employees, contractors or consultants, including, without limitation, any damages, injury or death to any person or property suffered by any person, firm or corporation, except that Clear Channel shall have no indemnification obligation with respect to damages, injury or death sustained by any person or entity acting on behalf or under the authority of the City or arising out of or related to City's acts or omissions or obligations. Notwithstanding any other provision of this Agreement, Clear Channel shall have no liability to the City or any other party by reason of, nor shall Clear Channel have any duty to indemnify, defend or hold any person harmless from or against, any claim, demand, damage, loss, action, liability, cause of action or judgment, including without limitation, any claim for diminution in value of the sites or for environment remediation or clean-up costs, arising out of or in connection with the mere fact of having discovered and/or reported any adverse physical condition, title condition or other condition or defect with respect to the any of the Project Sites.

8. Survival. The provisions of **Section 1.4** regarding confidentiality of information and of **Section 4.5** shall survive the expiration, termination or cancellation of this Agreement for a period of two (2) years.

9. Applicable Law; Jurisdiction and Venue. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California. Jurisdiction and venue for any action to enforce or interpret any provision of this Agreement, or with respect to any claim arising out of the subject matter of this Agreement, however styled, shall be in the Superior Court for the County of Ventura, California.

10. Notices. Any and all notices or other communications or deliveries required or permitted to be given or made pursuant to any of the provisions of this Agreement shall be deemed to have been duly given or made for all purposes (i) if hand delivered, on the day delivered; (ii) if sent by a nationally recognized overnight courier, on the day after it is sent; (iii) if sent by telephone facsimile transmission (with prompt oral confirmation of receipt), on the day of confirmation, provided the notice is deposited for delivery with a recognized overnight courier for next day delivery; or (iv) if deposited with the United States Postal Service, regular or certified mail, with

postage and fees prepaid, on the seventh (7th) day after it is sent (or to such other address and facsimile number that the Parties hereto shall designate) as follows:

If to the City:

City of Oxnard
300 West Third Street, 4th Floor Oxnard, CA
93030
Attn: City Manager Fax: (805) -385-7595

With a copy to:

City of Oxnard
305 West Third Street, Suite 100E Oxnard,
CA 93030
Attn: City Attorney

If to Clear Channel:

Clear Channel Outdoor, LLC
19320 Harbortgate Way
Torrance, CA 95815
Attn: VP, of REPA C/O John Duong

With copies to:

2325 E. Camelback Road, Suite 400
Phoenix, AZ 85016 Attn: Legal

Clear Channel Outdoor, LLC

[Signature Page to Follow]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date first written above.

CITY OF OXNARD

By: _____

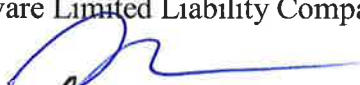
ATTEST:

By: _____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

By: _____
Stephen Fischer, City Attorney

CLEAR CHANNEL OUTDOOR, LLC, a
Delaware Limited Liability Company

By:  _____
Bryan Parker
Executive Vice President – Real Estate & Public Affair

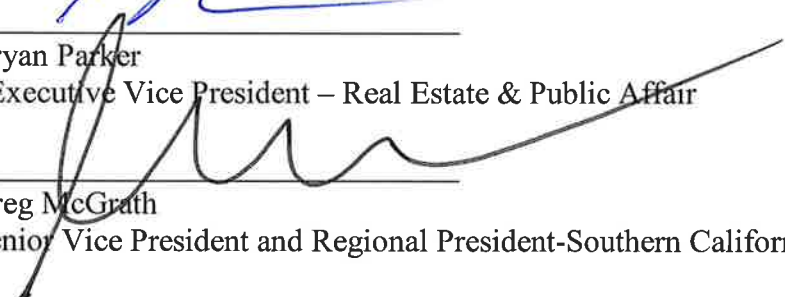
By:  _____
Greg McGrath
Senior Vice President and Regional President-Southern California

EXHIBIT A
PROJECT SITES

City-owned property and rights-of-way on the north side of U.S. Highway 101 between Rose Avenue and Del Norte Boulevard and the south side of U.S. Highway 101 between Vineyard Avenue and Rice Avenue.

CITY OF OXNARD EXCLUSIVE NEGOTIATING AGREEMENT

This Exclusive Negotiating Agreement (the "Agreement") is made and entered into as of this ____ day of June, 2019, by and between the CITY OF OXNARD (hereafter alternately, "City of Oxnard" or the "City") and OUTFRONT FOSTER INTERSTATE LLC, a Delaware limited liability company ("OFI"). The City and OFI may individually be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. The City and OFI desire to discuss a potential project (the "Signage Project" or the "Project") pursuant to which OFI shall cause to be designed, constructed and operated two double-sided digital general outdoor advertising sign displays on City owned or controlled property, including City rights-of-way, at the sites described on Exhibit A attached hereto (as such sites may be modified, supplemented, or replaced by agreement of the Parties, each a "Project Site" and together, the "Project Sites"), all on terms and conditions to be negotiated by the Parties.

B. The City desires to explore the feasibility of the Signage Project with OFI because the City believes that the Project presents an opportunity for the City to obtain significant revenue through the sale of advertising on the advertising signs OFI proposes to erect at the Project Sites.

C. In furtherance of pursuing the Project, the City and OFI desire to enter into this Agreement to provide for an exclusive negotiating period on the terms and conditions set forth herein.

NOW THEREFORE, in recognition of the time, effort, expenses and costs to be borne by OFI in connection with this Agreement relating to the Signage Project, the City and OFI, for good and valuable consideration had and received, and in further consideration of the covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Negotiations.

1.1 Length of Negotiation Period. The feasibility study and negotiations of the Parties shall continue for a six (6) month period commencing on the date of this Agreement ("Negotiation Period"). At the sole discretion of the City Manager, this Agreement may be extended for up to two (2) additional six (6) month terms if the Signage Project is being diligently pursued by the parties. The Negotiation Period may be terminated earlier pursuant to the provisions of **Section 4** of this Agreement.

1.2 Purpose. The purpose of this Agreement is to enable the City and OFI to have an exclusive opportunity for a limited duration to determine the feasibility of the Signage Project. The exclusive Negotiating Period is intended to provide OFI with sufficient time to (i) demonstrate the developmental and operational feasibility of the Signage Project concept; (ii)

demonstrate the capacity of OFI to successfully undertake and bring the Project to completion; and (iii) afford OFI the exclusive opportunity to negotiate the terms of a definitive agreement with the City with respect to the Project (the "Project Agreement").

1.3 Good Faith Negotiations. The City and OFI shall negotiate diligently and in good faith during the Negotiation Period in an effort to reach mutual agreement on a Project Agreement that would govern the terms and conditions for the development and lease of selected sites by OFI. Negotiations regarding the Project Agreement will commence after mutual execution of this Agreement and shall continue until the earlier of (i) execution of a mutually-acceptable Project Agreement; (ii) termination of this Agreement pursuant to **Section 4**; or (iii) expiration of the Negotiation Period (as such period may be extended pursuant to this Agreement).

1.4 Exclusive Negotiations. Except as otherwise indicated below, the City shall not entertain discussions or enter into any negotiations with any third party regarding the Project Sites other than OFI during the Negotiation Period. Nor shall the City solicit offers or development proposals for the Project Sites, or portions thereof, from any third party or authorize any third party to take any action that the City is prohibited from taking during the Negotiation Period. To the extent allowed by law, the City and OFI shall maintain in strict confidence the contents of their negotiations and discussions, and any and all documents, materials, and information provided by one Party to the other Party marked or otherwise designated as confidential. The Parties acknowledge that this Agreement is a public document. If City receives a Public Records Act request for the documents, materials and information provided by OFI to the City, the City shall provide OFI with timely notice of the request prior to the disclosure of any documents or materials to give OFI an opportunity to legally challenge any disclosure of the responsive documents and materials. Notwithstanding the foregoing, this Agreement shall not prohibit or restrict the City from continuing its ongoing negotiations with Clear Channel Outdoor with respect to upgrading and operating existing outdoor advertising sign(s) and/or developing, constructing, and operating new outdoor advertising sign(s), so long as such signs are or will be located at sites separate and distinct from the Project Sites, and will not conflict with or obstruct the Project.

2. Good Faith Deposit. In consideration for the City entering into this Agreement, OFI shall pay the City a Good Faith Deposit of Five Thousand Dollars (\$5,000) upon execution of this Agreement. Payment of the Good Faith Deposit shall be in the form of a check delivered to the City within sixty (60) days from the date of this Agreement. In consideration of the time and effort that City staff will expend as part of the negotiations of the Signage Project, the Good Faith Deposit shall become nonrefundable ninety (90) days from the date of this Agreement unless this Agreement is terminated pursuant to **Section 4** before that date.

3. Effect of Negotiations. OFI acknowledges and agrees that any activity on the locations proposed in the feasibility analysis undertaken by OFI pursuant to this Agreement or proposed in any submissions to the City under this Agreement, shall not be implemented unless the Project Agreement for the Signage Project has been executed pursuant to the approval of the City.

4. Breach and Termination.

4.1 Time is of the Essence. Time is of the essence in this Agreement.

4.2 Notice of Breach. In the event that either Party fails to perform all of that Party's obligations pursuant to the terms and conditions of this Agreement, the non-defaulting Party shall promptly give the defaulting Party notice of such default, and of the non-defaulting Party's intention to terminate this Agreement. The defaulting Party shall have a period of ten (10) business days from the receipt of such written notice from the non-defaulting Party to the defaulting Party within which to cure any other default thereunder which is capable of being cured by the defaulting Party; provided, however, that with respect to any default capable of being cured by the defaulting Party but which cannot be cured within such ten (10) business days, the default shall not be deemed to be uncured if the defaulting Party commences to cure within said ten (10) business days and diligently prosecutes the cure.

4.3 Termination Upon OFI Default. If either Party fails to cure any default during the cure period described in **Section 4.2**, this Agreement may be terminated upon written notice of termination from the non-defaulting Party, following which neither Party shall have any further rights or obligations hereunder except as set forth in **Section 4.4**, below.

4.4 Rights Upon Termination. Upon termination of this Agreement for any reason, neither party shall have any further rights or obligations hereunder except (i) the City shall promptly return to OFI all confidential information submitted by OFI to the City; (ii)) each Party shall be entitled to recover reasonable damages as it may sustain from a breach by the other Party of the confidentiality provisions of **Sections 1.4** and this **Section 4.4**.

4.5 Extension of Time to Complete Legal Requirements. In the event that OFI has fully performed under the terms and conditions of this Agreement in a timely manner, the City will extend the Negotiation Period by the amount reasonably necessary to complete the Project Agreement, or negotiation thereof, and give public notice of consideration of adoption of the Project Agreement pursuant to applicable law.

5. Non-Discrimination. OFI and the City agree that there shall be no discrimination against, or segregation of any person, or group of persons, on account of sex, race, color, age, marital status, religion, disability, creed, national origin, ancestry or sexual orientation in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project Sites nor shall OFI establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, subleases or vendees of the site locations.

6. Access and Information. OFI and its agents or representatives shall have the right to enter upon the Project Sites at any reasonable time during the term of this Agreement for any lawful purpose in furtherance of the feasibility analysis or development of the Signage Project including, without limitation, verification of information, and conducting investigations, tests and studies. Upon OFI's request, the City shall promptly furnish to OFI all material information within its possession or control concerning the Project Sites, including without

limitation, copies of all topographical surveys, environmental reports, engineering studies, soil-bearing test data, and any similar reports and studies with respect to the Project Sites.

OFI shall indemnify, defend and hold the City harmless from any and all third-party claims, demands, losses, actions, liabilities, causes of action or judgments, including reasonable attorney's fees, which the City may incur or be required to pay by reason of OFI's entry onto the Project Sites and activities conducted thereon by OFI or its agents, employees, contractors or consultants, including, without limitation, any damages, injury or death to any person or property suffered by any person, firm or corporation, except that OFI shall have no indemnification obligation with respect to damages, injury or death sustained by any person or entity acting on behalf or under the authority of the City. Notwithstanding any other provision of this Agreement, OFI shall have no liability to the City or any other party by reason of, nor shall OFI have any duty to indemnify, defend or hold any person harmless from or against, any claim, demand, damage, loss, action, liability, cause of action or judgment, including without limitation, any claim for diminution in value of the sites or for environment remediation or clean-up costs, arising out of or in connection with the mere fact of having discovered and/or reported any adverse physical condition, title condition or other condition or defect with respect to the any of the Project Sites.

7. Survival. The provisions of **Section 1.4** regarding confidentiality of information and of **Section 4.4** shall survive the expiration, termination or cancellation of this Agreement for a period of two (2) years.

8. Applicable Law; Jurisdiction and Venue. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California. Jurisdiction and venue for any action to enforce or interpret any provision of this Agreement, or with respect to any claim arising out of the subject matter of this Agreement, however styled, shall be in the Superior Court for the County of Ventura, California.

9. Notices. Any and all notices or other communications or deliveries required or permitted to be given or made pursuant to any of the provisions of this Agreement shall be deemed to have been duly given or made for all purposes (i) if hand delivered, on the day delivered; (ii) if sent by a nationally recognized overnight courier, on the day after it is sent; (iii) if sent by telephone facsimile transmission (with prompt oral confirmation of receipt), on the day of confirmation, provided the notice is deposited for delivery with a recognized overnight courier for next day delivery; or (iv) if deposited with the United States Postal Service, regular or certified mail, with postage and fees prepaid, on the seventh (7th) day after it is sent (or to such other address and facsimile number that the Parties hereto shall designate) as follows:

If to the City:

City of Oxnard
300 West Third Street, 4th Floor
Oxnard, CA 93030
Attn: City Manager
Fax: (805) -385-7595

With a copy to:

City of Oxnard
305 West Third Street, Suite 100E
Oxnard, CA 93030
Attn: City Attorney

If to OFI:

Outfront Foster Interstate LLC
1111 Broadway, Suite 1515
Oakland, CA 94607
Attn: John B. Foster, President
Fax: (415) 832-7080

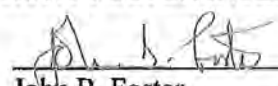
With copies to:

Outfront Media LLC
405 Lexington Avenue, 17th Floor
New York, NY 10174
Attn: General Counsel

Wendel, Rosen, Black & Dean LLP
1111 Broadway, 24th Floor
Oakland, CA 94607
Attn: Matthew E. Dambrov
Fax: (510) 834-1928

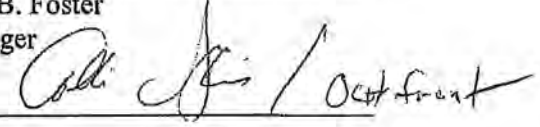
IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date first written above.

OUTFRONT FOSTER INTERSTATE LLC

By: 

John B. Foster

Title: Manager

By: 

Collin Smith

Print Name: West Mountain Plains

West Mountain Plains

Title: _____

CITY OF OXNARD

By: _____

ATTEST:

By: _____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

By: _____
Stephen Fischer, City Attorney

EXHIBIT A

PROJECT SITES

APN 132-003-301, 132-031-106 and 132-031-107 (RiverPark Boulevard near Vineyard Avenue) and City-owned property and right-of-way on the north side of U.S. Highway 101 between the Santa Clara River and Rose Avenue.

Exclusive Negotiation Agreements for potential digital billboard sites on City-owned property and rights-of-way along U.S. Highway 101

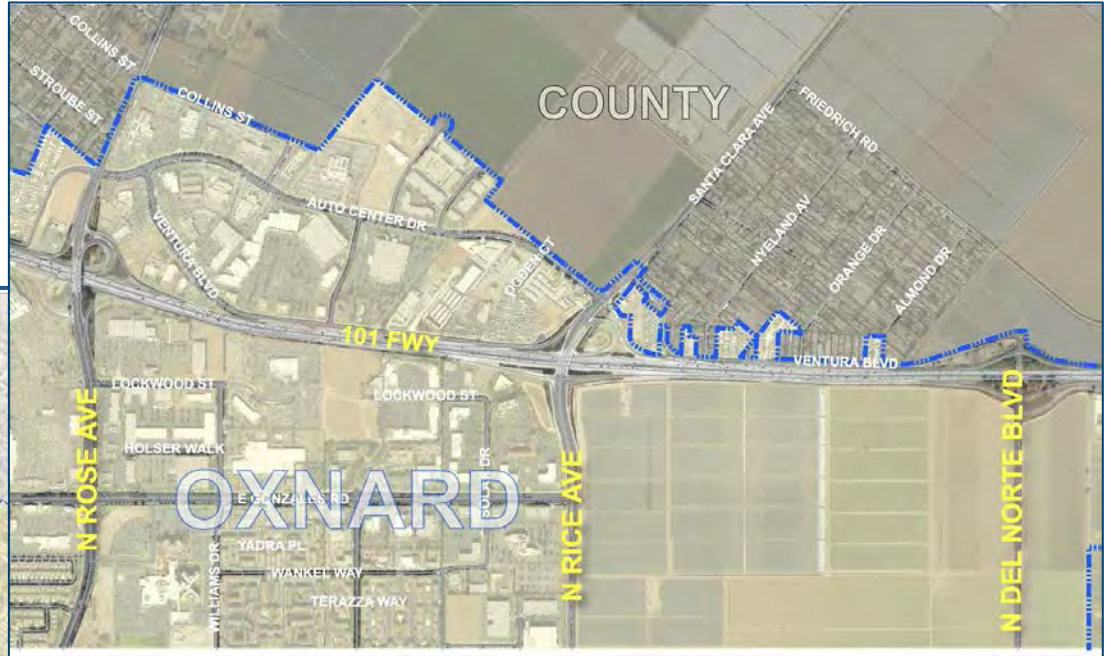
Ashley Golden, Assistant City Manager
Ken Rozell, Assistant City Attorney

City Council Meeting
June 18, 2019

Background

- In April 2017, Clear Channel Outdoor (Clear Channel) submitted a proposal to *convert* two existing billboards to digital billboards along Highway 101.
- On December 19, 2018, Outfront Foster Interstate (Outfront) submitted a proposal for two *new* digital billboards along Highway 101 in three potential locations.
- On May 7, 2019, the City Council met with its real property negotiators in closed session regarding the proposed billboard locations.

Potential Locations for Clear Channel



Potential Locations for Outfront



Potential Locations for Outfront



Analysis/Discussion

- Exclusive right to negotiate with the City for an initial six-month period
- Covers specified potential locations along U.S. Highway 101 within the City's corporate boundaries.
- The agreements could be extended for up to two additional six-months terms

Future Approval Process

- If a tentative agreement with Clear Channel and/or Outfront for digital billboards is reached:
 - Amendments to General Plan and Zoning Code to allow for the billboard(s) would be considered by the Planning Commission.
 - City Council would then consider the amendments and agreements.
 - The billboard operator(s) would then apply for a special use permit to obtain approval for a digital billboard at the specific location.
 - The billboard operator would also be required to obtain required state permits for each billboard site and obtain necessary building permits for the construction of each billboard structure.

Environmental Impact

- Entering into the Exclusive Negotiation Agreements will not result in a direct or reasonably indirect potential change in the environment. (CEQA Guidelines, Section 15060(c)(2).) Any subsequent amendment to the General Plan and the Zoning Code to allow digital billboards along U.S. Highway 101 would require subsequent environmental analysis.

Financial Impact

- Each billboard operator must make a good-faith deposit of \$5,000, which becomes nonrefundable 90 days from the effective date of the Exclusive Negotiation Agreement
- If agreement is reached, and after the permit requests are approved, ongoing annual revenue would come to the General Fund for the term of the Agreement.

Recommendation

That the City Council authorize the Mayor to Execute the Exclusive Negotiation Agreements:

1. Between City of Oxnard and Clear Channel Outdoor, LLC regarding potential digital billboard sites on the northside of U.S. Highway 101 between Rose Avenue and Del Norte Boulevard and the south side of U.S. Highway 101 between Vineyard Avenue and Rice Avenue; and
2. Between City of Oxnard and Outfront Foster Interstate, LLC regarding potential digital billboard sites adjacent to RiverPark Boulevard near Vineyard Avenue (APN 132-003-301, 132-031-106 and 132-031-107) and City-owned property and right-of-way on the northside of U.S. Highway 101 between the Santa Clara River and Rose Avenue.



Questions?



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. J.3.

DATE: June 18, 2019

TO: City Council

FROM: Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org

SUBJECT: Performing Arts Center Agreement Extension. (10/10/15)

RECOMMENDATION

That City Council:

Approves and authorizes the Mayor to execute a fourth amendment of the Agreement (A-5904) between the City and the non-profit Oxnard Performing Arts Center Corporation in an amount not to exceed \$410,000 for the operation, maintenance, and management of the Performing Arts and Convention Center, which includes deposits received for events scheduled through December 31, 2019.

BACKGROUND

PACC Agreement History

In the year 2000, the City entered into an operating agreement with the Oxnard Performing Arts Center Corporation ("Corporation") for the operation, maintenance, and management of the Performing Arts and Convention Center ("PACC"). The agreement had an initial term of 10 years and was drafted with two additional 10-year renewal terms contemplated. Although the renewal of the agreement was discussed before the Corporation board on March 20, 2013 and before the City Council on January 24, 2014, the renewal was never formalized. However, the terms of the agreement under which the Corporation managed operations of the PACC continued under the same course of conduct between the City and Corporation over the intervening years.

On March 6, 2017, the City Council adopted Resolution No. 14,996, approving the renewal of the operating agreement for a six-month term. On September 12, 2017, the City Council approved an extension to the operating agreement through June 30, 2018. On June 12, 2018, the City Council approved an additional extension of the agreement through June 30, 2019.

Budgetary Discussions

The General Fund has subsidized the PACC between \$760,816-\$2,733,732 per year from Fiscal Year ("FY") 12-13 through FY 18-19. The General Fund has projected deficits totaling \$9.2 million for the FY 19-20 budget, most of which is a structural problem. The FY 19-20 proposed budget included the closure of the PACC, which requires laying off five employees. In addition, there are approximately 50 part-time and three full-time employees of the non-profit Corporation. The closure of the PACC will eliminate its structural annual deficit of \$1.1 million.

Proposed PACC Agreement

Based on public input at four recent community budget meetings, City staff has worked with the PACC Board of Directors President and Executive Director to present City Council with a 6-month extension to the operating agreement to allow the Corporation to host events that it has booked through the end of the calendar year (See Exhibit B to Attachment F). The draft agreement does provide for the Corporation to book additional events through December 31,

2019, however, the focus is to allow for the already planned events.

The Corporation has entered into license agreements or accepted reservations for 139 events from July 1, 2019, through June 30, 2020. In total, 114 events are scheduled between July 1, 2019 and December 31, 2019. The remaining 25 events are scheduled for January 1, 2020 through June 30, 2020.

The proposed 6-month extension to the operating agreement will allow the Corporation to host the 114 events that it has scheduled from July 1 through December 31, 2019. The extension also provides for the Corporation to provide adequate termination notice to those who have events scheduled from January 1 through June 30, 2020.

The proposed operating agreement provides for additional revenue to be obtained by allowing the Corporation to charge for parking during weekend events. Prior to implementing paid parking the Corporation must receive City approval of a parking management plan as well as solicit input from the Hobson Park East neighborhood.

Staff, with Council and community input, will issue a Request for Proposals to solicit operators to provide a long-term viable, sustainable operating model for the PACC. If responsive proposals are received, and staff can reach an agreement with an operator, the Council will be asked to enter into an agreement with an operator.

STRATEGIC PRIORITIES

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

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

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

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.

FINANCIAL IMPACT

The FY 18-19 current operating budget for the PACC is \$1,981,693. The non-profit Corporation developed and presented the City with an operating budget and financial needs for 6 months (Attachment G). The proposed operating budget provides funding for the City employees currently working at the PACC to become Corporation employees. The discretion to hire those city employees lies with the Corporation. The Corporation's proposed operating budget for 6 months is

\$635,801.50. The Corporation estimates \$222,801.50 in revenues for 6 months. The proposed subsidy from Measure O is up to \$410,000 for the Proposed FY 2019-20 Budget. Any shortfall between the operation, revenues, and Measure O subsidy will need to be provided by the Corporation.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Jason Zaragoza, Deputy City Attorney, Ashley Golden, Assistant City Manager

ATTACHMENTS

1. A: PACC Agreement A-5904
2. B: Resolution 14,996 (Approving PACC Agreement Renewal)
3. C: PACC Agreement A-5904 First Amendment
4. D: PACC Agreement A-5904 Second Amendment
5. E: PACC Agreement A-5904 Third Amendment
6. F: PACC Agreement A-5904 Fourth Amendment
7. G: Proposed Corporation Budget
8. H: PACC Payments-Deposits
9. Presentation Performing Arts Agreement

AGREEMENT
FOR OPERATION, MAINTENANCE AND MANAGEMENT
OF THE OXNARD PERFORMING ARTS AND CONVENTION CENTER

This Agreement for Operation, Maintenance and Management of the Oxnard Performing Arts and Convention Center ("Agreement"), is entered into in Ventura County, California by and between the CITY OF OXNARD, a municipal corporation ("City"), and the OXNARD PERFORMING ARTS CENTER CORPORATION, a nonprofit corporation ("Operator").

WHEREAS, City previously constructed a civic auditorium and community center commonly referred to as the Performing Arts and Convention Center; and

WHEREAS, the Performing Arts and Convention Center was designed for artistic performances, conferences, exhibitions, conventions, trade shows, public gatherings, meetings, cultural, educational and recreational programs, and other similar events for the benefit and enjoyment of the public and the community; and

WHEREAS, City previously constructed a building in Peninsula Park with several meeting rooms; and

WHEREAS, the City Council of City desires that the Performing Arts and Convention Center and the Peninsula Park Building in the future be operated, maintained and managed by Operator.

NOW, THEREFORE, City and Operator agree as follows:

1. Facilities

The facilities governed by this Agreement consist of the Oxnard Auditorium, the Community Center, all other structures located at 800 Hobson Way, Oxnard, California and the surrounding grounds and parking lot as depicted in Exhibit A attached hereto and incorporated in full herein by this reference and the Peninsula Park Building and meeting rooms located at 3333 Peninsula Road (collectively "PACC").

2. Governing Policy

City and Operator agree that the PACC shall be operated, maintained and managed so as to maximize artistic performances, conferences, exhibitions, conventions, trade shows, public gatherings, meetings, cultural, educational, and recreational programs and other similar events for the use and benefit of the public and the community.

3. Operation, Maintenance and Management

a. Operator shall operate, maintain and manage the PACC in accordance with the standard terms and conditions set forth in this Agreement.

b. City shall cooperate with Operator to enable Operator to operate, maintain and manage the PACC in an efficient and economical manner so as to generate maximum revenue from the PACC, to encourage maximum utilization of the PACC and to protect the PACC as a significant public asset.

4. General Standards of Performance

The following general standards of performance shall be satisfied by Operator:

a. Operator shall timely pay Operator's financial obligations required by this Agreement.

b. Operator shall promptly discharge all claims for labor, materials, supplies, and equipment furnished for or in connection with the PACC.

c. Operator shall adopt and enforce rules and regulations governing the PACC.

d. Operator shall comply with all valid requirements of any authority governing the PACC and shall require all persons using the PACC or attending events to comply with such valid requirements.

e. Operator shall pay reasonable wages and benefits to employees performing services in connection with the PACC.

f. Operator shall maintain reasonable operating policies and procedures to govern various aspects of the PACC such as administrative functions, sales policies, maintenance, repair, and accounting practices.

g. During the first or second month of the calendar year, the Board of Directors of Operator and the City Council shall conduct a joint meeting. During this meeting, the following matters will be discussed:

(1) Annual Goals and Objectives for the PACC with specific measurable indicators for Operator.

(2) PACC Annual Report with statements of PACC revenue and expenses and details on the utilization of the PACC.

(3) Annual Marketing Plan for the PACC to reflect the specific performance goals for Operator.

5. Fee Schedules

No later than April 1 of each year, Operator shall prepare and submit to City for approval by the City Council, a schedule of maximum and minimum fees to be charged persons and organizations using the PACC. User fees shall be within the limits of the schedule unless, at the discretion of the Operator, a discounting or waiver of the fees offers a significant marketing advantage to the PACC and will produce positive benefit for City.

6. Term

a. City hereby grants to Operator an exclusive right to operate, maintain and manage the PACC for a period beginning December 1, 2000, and ending June 30, 2010 ("Initial Term"). City further grants Operator an opportunity to request renewal of this Agreement for two (2) additional terms of ten (10) years each.

b. Any additional terms of this Agreement shall be effective only with the mutual consent of the City Council and the PACC Board of Directors.

7. Operator as Exclusive Manager

Operator shall have the exclusive responsibility, discretion, and authority to determine policies, procedures, standards of operation, special rights or privileges, programs, standards of service and maintenance affecting the PACC.

8. City Manager

The City Manager, or designee, shall be the person generally responsible for administering and monitoring this Agreement on behalf of City.

9. PACC Manager

a. Operator shall provide a person to be the Executive Director of the PACC. The Executive Director shall be available during customary working hours to meet with the City Manager, and such additional times as may be necessary to perform the duties of Executive Director as may be prescribed by Operator.

b. The Executive Director shall have full authority to act for Operator on all matters relating to the performance of services under this Agreement and shall be the principal contact person with the City Manager.

10. Quality of Goods and Services

a. The primary mutual concern of City and Operator is to provide quality events, goods and services to the public using the PACC, at affordable prices, while striving to reduce operating subsidies provided by City.

b. Operator shall use its best efforts to operate, manage and maintain the PACC as a first-class performing arts center and meeting room facilities.

11. Payments to Operator

a. City agrees to grant Operator for operating, maintaining, and managing the PACC a minimum yearly amount ("Operating Subsidy"), by minimum monthly payments, as provided for in the Operating Budget.

b. City agrees to provide Operator the Operating Subsidy in minimum monthly payments before the fifth (5th) day of the calendar month following each month of the term provided herein.

12. Marketing

a. Operator shall reasonably promote and advertise the PACC using the name Oxnard Performing Arts and Convention Center and City approved logo and logo colors. Operator shall develop all publicity material in a professional manner.

b. During the course of performance of this Agreement, Operator, its employees, agents and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the legal name of City without the prior consent of City Manager provided that Operator may include in any such material the phrase "Oxnard Performing Arts and Convention Center" without such prior approval. City Manager shall not unreasonably withhold such consent.

13. Financial Management and Budgets

a. Operator shall prepare and maintain all books, records, accounting statements, income and loss statement, balance sheets, and other data associated with the financial affairs of the PACC, in a form approved by City Manager ("Operating Statements").

b. The Operating Statements shall be maintained in accordance with generally accepted accounting principals which will accurately reflect the gross receipts and expenses of the Operator. No less frequently than annually, the Operating Statements shall be audited by an independent certified public accountant and the result of such audit shall be made available to both Operator and City for review and approval.

c. Operator shall make available to City the Operating Statements at all times upon reasonable request of City Manager.

14. Capital Budgets

Operator shall prepare and submit to City Manager an annual capital improvement budget for the PACC ("Capital Budget"). Operator shall submit the Capital Budget each year on the same schedule and at the same time as City Manager requires City departments to submit

their budgets. The Capital Budget shall be presented in reasonable detail and in a format approved by City Manager. Upon approval of the Capital Budget by the City Council, City shall make available the requested funds in such amounts and at such times as may be described in the Capital Budget during that succeeding fiscal year.

15. Annual Operating Budget

An annual Operating Budget setting forth the projected revenues and expenses associated with the operations, maintenance and management of the PACC shall be prepared by Operator and submitted to City Manager, together with such other information and plans as may be reasonably requested by City Manager. Operator shall submit the Operating Budget each year on the same schedule and at the same time as City Manager requires City departments to submit their budgets. The Operating Budget shall be subject to the prior approval of the City Council, which approval shall not be unreasonably withheld, delayed or conditioned. Upon the approval of the Operating Budget, City shall make available to Operator the Operating Subsidy as requested in the Operating Budget.

16. Endowment Funds

a. City and Operator shall cooperate in a joint effort to create a segregated endowment fund, exclusively for the benefit of the PACC ("Endowment Fund") the principal of which shall be retained by City and not used in connection with the operations of the PACC. No less than 70% of the interest, earnings and income from the Endowment Fund shall be made available to Operator to defray the ordinary costs and expenses incurred in the operation of the PACC.

b. The Endowment Fund shall be held and maintained by City and City shall be permitted to invest and reinvest the Endowment fund as the City Council may determine in its reasonable discretion. City and Operator further agreed that no portion of the interest, earnings or income from the Endowment Fund shall be made available to Operator until such time as the principal of the endowment fund has reached a sum equal to \$100,000.

17. Advances of Working Capital

In the event that any operating working capital reserves, improvement capital reserves, and/or the net revenue from operations of the PACC are insufficient to pay the costs and expenses as set forth in the Operating Budget or Capital Budget, Operator shall present City Manager with a written request for an advance of working capital adequate to cover such costs and expenses. Subject to City Council approval, the City shall advance funds requested by Operator.

18. Reallocation of Funds

a. City agrees that the annual Operating Budget and Capital Budget are intended to be reasonable estimates, and accordingly, Operator shall be entitled to increase these budgets in an amount equal to ten percent (10%) of the respective budgets to cover any expenditures that

were not anticipated at the time of preparation of the budgets but which are reasonable and necessary to carry out the provisions of this Agreement. Operator is authorized to take all reasonable actions deemed necessary by Operator to implement, perform or cause the performance of the items set forth in the Operating Budget and Capital Budget.

b. Operator may reallocate all or any portion of any amount budgeted with respect to any one item in either the Operating Budget or Capital Budget to another item budgeted therein. Operator shall not be deemed to have made any guarantee, warranty or representation whatsoever in connection with the Operating Budget or Capital Budget.

19. Inspection of Records

a. Upon fifteen (15) days' advance written notice to Operator setting forth the time of inspection and records to be inspected, City or its authorized auditors and representatives shall have access to and the right to audit and reproduce any of Operator's records related to this Agreement.

b. Operator shall maintain and preserve all such records for a period of at least five (5) years from date of production. If Operator fails to make such records available within the city limits of City or at a mutually agreed upon place, Operator shall promptly reimburse City for all reasonable costs incurred in conducting the inspection at another location, including but not limited to expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

20. Condition of PACC

Operator agrees to accept the PACC in an "as is" condition as of December 1, 2000.

21. Retention of Ownership by City

a. During and after the term of this Agreement, City shall retain ownership of the PACC and all facilities constructed at the PACC by City in the future.

b. In the event of destruction of any or all of the PACC, Operator shall have no obligation to repair or replace any or all of the PACC.

22. Federal and State Taxes

For purposes of federal and state tax law, City and Operator agree that Operator shall be considered as "owner," of all equipment, furnishings, fixtures and inventory held for resale or rental, purchased by Operator during the term of this Agreement.

23. Purchase of Equipment, Supplies and Materials by Operator

a. Operator shall have the responsibility and authority to purchase such equipment, operating supplies and materials, furnishings, and fixtures as Operator requires for the operation, maintenance and management of the PACC; provided that City shall retain the title to and

ownership of such equipment supplies, materials, furnishings and fixtures.

b. Operator agrees to adopt written purchasing policies and procedures and submit them to the City Manager.

24. Licenses, Permits, and Accreditations

a. Operator shall apply for, obtain, and maintain all licenses, permits and accreditations required in connection with the operation, maintenance and management of the PACC. To the extent possible, City agrees to waive all fees or charges in connection with the issuance by the City of any licenses and permits required by Operator.

b. Operator agrees that, where required by law, the employees of Operator, performing services under this Agreement, shall possess the appropriate and currently valid licenses, certificates and accreditations.

25. Management Prerogatives

a. City hereby grants Operator all the prerogatives ordinarily accorded to management in the ordinary course of commerce, including, but not limited to, the collection of proceeds, the incurring of trade debts, the approval and payment of checks and the negotiating and signing of licenses and agreements. Operator shall have no prerogatives, without the prior written approval of City Manager, in each instance, to pledge the credit of City, to lease or otherwise grant, mortgage, pledge, sign, transfer, or convey any interest in any part of the PACC, any appurtenance thereto, or any furnishings, fixtures and equipment or to affect any zoning related to the PACC.

b. Operator shall have the duty, responsibility, and authority to perform any act necessary to operate, maintain and manage the PACC in a manner consistent with good performing arts center management practices.

26. Employee Conduct

Operator agrees that its employees shall perform services in a courteous and businesslike fashion.

27. Subcontracting

Operator agrees to be responsible for the performance of any subcontractor. Operator agrees to ensure that the work or services performed by any subcontractor shall satisfy the terms of this Agreement. Operator agrees that no subcontract shall relieve Operator of any obligation under this Agreement.

28. Staffing

In order to reduce the costs and expenses incurred by Operator in operating,

maintaining and managing the PACC, City and Operator agree to share staff, personnel and employees to the extent possible. Accordingly, to the extent Operator requests that City personnel perform such services, City agrees to provide at City's direct cost and to the extent consistent with the availability of City forces, the following:

a. City's regular employees shall perform all accounting, clerical, bookkeeping and related record keeping functions for and on behalf of Operator.

b. City shall provide all security personnel and appropriate fire prevention services to the extent that the cost of such services are not paid by the customers of Operator using the PACC.

c. City personnel shall perform all regular and ordinary grounds maintenance, landscaping, gardening and related services for the preservation of the exterior of the PACC.

d. City personnel shall perform the ordinary and regular janitorial, maintenance and repair functions to preserve the operating functions of the PACC.

29. Easements

City shall provide to Operator a Preliminary Title Report, and one copy of all of the exceptions listed thereon, of the PACC prior to the commencement of this Agreement. Operator shall recognize all existing easements on the PACC and shall not obstruct their use subject to modification by City.

30. Cooperation Between Operator and City

City agrees that the City Manager, or his designee, shall have the responsibility to work with Operator to assure that Operator obtains the full cooperation and assistance of City subject to the terms of this Agreement and all applicable laws.

31. Indemnity

Operator agrees to indemnify, hold harmless, and defend City, its City Council and each member thereof, and every officer and employee of City, from any and all liability, claims, demands, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses of litigation or arbitration, that result or are claimed to have resulted directly or indirectly from the wrongful or negligent acts, errors or omissions of Operator or its agents, employees, subcontractors or consultants while they are performing services under this Agreement, or from the use of City's property by Operator or its agents, employees, subcontractors or consultants, except in cases of sole negligence on the part of the City, its officers, employees, agents, or subcontractors.

32. Insurance

a. Operator shall obtain and maintain during the Term of this Agreement the following insurance coverages issued by a company satisfactory to City Manager.

(1) Commercial general liability insurance including a contractual liability endorsement, products, and completed operations liability, in an amount not less than \$5,000,000 combined single limit for bodily injury and property damage for each claimant for general liability;

(2) Business automobile liability insurance in an amount not less than \$5,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability;

(3) Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$5,000,000 per claimant.

(4) Property insurance which shall provide coverage for the full insurable replacement value of real property improvements and structures covered by this Agreement and shall insure against the hazards of fire, extended coverage, other property related losses, flood, vandalism, malicious mischief and earthquake.

(5) Directors and officers liability insurance for the protection of the directors and officers of Operator having limits of no less than \$5,000,000 per occurrence.

b. Operator shall bear its allocated costs of the insurance procured by City under this Agreement. These costs shall be reflected in the annual Operating Budget.

33. Bonds

a. Operator shall furnish the City Attorney with a performance bond of a corporate surety in an appropriate amount conditioned upon faithful performance of each project having a cost in excess of \$100,000 as described in the Capital Budget prior to Operator commencing the performance of such project or subprojects. This bond shall continue in effect for ninety (90) days after the completion of the particular capital improvement program project. The amount of such bond shall be to the reasonable satisfaction of City Manager.

b. Operator shall furnish the City Attorney with a blanket fidelity bond covering Operator's employees and officers in an amount not less than \$50,000. Operator shall maintain this bond in effect at all times during the term of this Agreement.

34. Utilities

Operator agrees to pay for all utilities required to perform this Agreement including gas, water, electricity, telephone services, wastewater and trash collection. In connection

therewith, City shall designate Operator and the use of the PACC facility as a City approved facility in order to permit Operator to obtain the lowest possible rate available for all utility services.

35. Default and Cure

a. When City Manager determines that Operator has violated any term or condition of this Agreement, City Manager shall notify Operator, in writing, of the defect or deficiency and shall give Operator not less than thirty (30) days in which to cure the defect or deficiency. If Operator fails to cure the defect or deficiency within thirty (30) days, or in the event such defect or deficiency cannot be cured within thirty (30) days for such additional time so long as Operator shall have commenced such cure within thirty (30) days and continued to prosecute the cure with reasonable diligence, then City and Operator agree to follow the dispute resolution procedure provided in paragraph 36 of this Agreement.

b. When Operator determines that City has violated any term or condition of this Agreement, Operator shall notify City Manager, in writing, of the defect or deficiency and shall give City not less than thirty (30) days in which to cure the defect or deficiency. If City fails to cure the defect or deficiency within thirty (30) days, or in the event such defect or deficiency cannot be cured within thirty (30) days for such additional time so long as City shall have commenced such cure within thirty (30) days and continued to prosecute the cure with reasonable diligence, then Operator and City agree to follow the dispute resolution procedure provided in paragraph 36 of this Agreement.

36. Dispute Resolution Procedure

a. In the event a dispute exists after Operator alleges to have cured a defect or deficiency designated by City Manager, City and Operator agree to submit the dispute to binding determination by a third person. City and Operator agree to request the Presiding Judge of the Superior Court, County of Ventura, State of California to provide a list of the names of three (3) persons qualified under the circumstances to resolve the particular dispute. Both City and Operator may eliminate one person from such list, the remaining person shall resolve the dispute.

b. City and Operator agree that the person selected to resolve the dispute shall establish the procedures, rules, methods and processes by which the dispute shall be resolved and that City and Operator agree to cooperate with such person in good faith to ascertain the facts necessary to resolve the dispute. City and Operator agree that without mutual consent to extend the time this dispute resolution procedure shall conclude not more than thirty (30) days after its initiation.

37. Termination for Cause

Operator and City agree that if, at the conclusion of the dispute resolution procedure specified in paragraph 36 above, either Operator or City refuses or fails to comply with the decision of the person resolving the dispute then either Operator or City may terminate this Agreement upon sixty (60) days' notice, in writing, one party to the other as appropriate.

38. Force Majeure

Operator and City agree that neither party shall be liable to the other party for any non-performance, in whole or in part, of its obligations under this Agreement caused by the occurrence of any contingencies beyond the control of Operator or City, including but not limited to declared or undeclared war, sabotage, insurrection, riot or other act of civil disobedience, acts of a public enemy, acts of governments or agencies affecting the terms of this Agreement, labor disputes, shortages of fuel, accidents, fires, explosions, floods, earthquakes or other acts of God. In the event that any such contingencies occur, the party whose performance is affected shall have a reasonable time in which to resume performance and such party's non-performance shall not constitute material breach hereof unless the party fails to make a reasonable attempt to resume full performance.

39. User Forms

Operator agrees to supply and have readily available at the PACC, at all times, appropriate forms for users to present their comments, criticisms, recommendations or complaints regarding Operator's operation, maintenance and management of the PACC. On a regular basis, Operator shall provide the Project Manager with copies of such forms returned to Operator by users.

40. Independent Contractor

a. City and Operator agree that in the performance of this Agreement, Operator shall be, and is, an independent contractor, and that Operator and its employees are not employees of City. Operator has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Operator.

b. Operator shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Operator's employees, agents, subcontractors and consultants, including compliance with Social Security requirements, federal and state income tax withholding and all other regulations governing employer-employee relations.

c. Operator acknowledges that Operator and Operator'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.

41. Operator Not Agent

Except as City may specify in writing, Operator, and its agents, employees, subcontractors and consultants 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.

42. Conflict of Interest

Operator shall promptly inform City Manager of any contract, agreement, arrangement, or interest that Operator may enter into or have during the performance of this Agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other persons whose interests might be served by the services performed under this Agreement and Operator's interest in land that might be affected by the services. Operator shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

43. Assignability of Agreement

Operator agrees that this Agreement contemplates personal performance by Operator and its employees and is based upon a determination of such persons unique competence and experience and upon their specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Operator under this Agreement will be permitted only with the express written consent of City Manager, which consent may be withheld for any reason.

44. Successors and Assigns

Subject to any provisions to the contrary herein, Operator and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Operator and City.

45. Fair Employment Practices

a. Operator agrees that all persons employed by Operator shall be treated equally by Operator without regard to or because of race, color, religion, ancestry, national origin, handicap, sex, marital status, age, or sexual orientation and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Operator agrees that, during the performance of this Agreement, Operator and any other parties with whom Operator 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, handicap, sex, marital status, age or sexual orientation.

c. Operator agrees to state in all of its solicitations or advertisements for applicants for employment that Operator is an "Equal Opportunity Employer" or that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, handicap, sex, marital status, age or sexual orientation.

d. Operator shall, if requested to do so by City, certify to City that Operator has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class and to recruit vigorously and encourage businesses owned by persons in a protected class to bid subcontracts.

e. Operator shall provide City with access to and, upon request, provide copies to City, at City's expense, of all of Operator's records pertaining or relating to Operator's employment practices, to the extent such records are not confidential or privileged under state or federal law.

46. Time of Essence

Operator and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

47. Covenants and Conditions

Operator and City agree that each term and each provision of this Agreement to be performed by Operator shall be construed to be both a covenant and a condition.

48. Governing Law

City and Operator agree that the construction and interpretation of this Agreement and the rights and duties of City and Operator hereunder shall be governed by the laws of the State of California.

49. Compliance with Laws

Operator agrees to comply with all City, state, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Operator pursuant to this Agreement.

50. Severability

City and Operator 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.

51. Waiver

City and Operator agree that no waiver of a breach of any provision of this Agreement by either Operator 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 Operator 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.

52. Counterparts

City and Operator agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

53. Expenses of Enforcement

Operator and City agree that the prevailing party's 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, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

54. Authority to Execute

a. City acknowledges that the Mayor has been duly authorized by City Council to execute this Agreement on behalf of City.

b. Operator acknowledges that the President of its Board of Directors has been duly authorized by Operator to execute this Agreement on behalf of Operator.

55. Notices

a. Any notices to Operator may be delivered personally or by mail addressed to 800 Hobson Way, Oxnard, California 93030, Attention: Executive Director.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, 300 West Third Street, Oxnard, California 93030, Attention: City Manager.

56. Headings

The paragraph headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

57. Amendment

City and Operator agree that the terms and conditions of this Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both City and Operator.

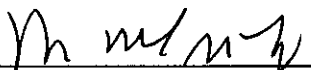
58. Entire Agreement

City and Operator 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.

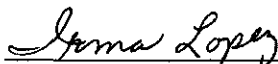
Dated: November 14, 2000

CITY OF OXNARD

OXNARD PERFORMING ARTS CENTER
CORPORATION

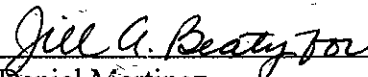


Dr. Manuel M. Lopez
Mayor



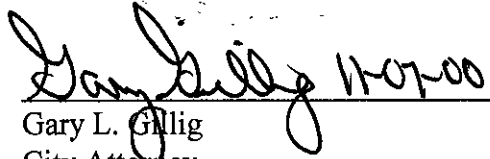
Irma Lopez
President

ATTEST:



Daniel Martinez
City Clerk

APPROVED AS TO FORM:

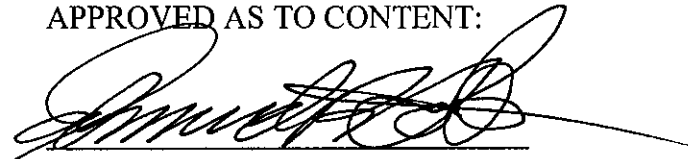


Gary L. Gillig
City Attorney



Gary Arnold
General Counsel

APPROVED AS TO CONTENT:



Edmund F. Sotelo
City Manager

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 14,996

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING A RENEWAL OF THE AGREEMENT BETWEEN THE CITY OF OXNARD AND THE OXNARD PERFORMING ARTS CENTER CORPORATION FOR THE OPERATION, MAINTENANCE AND MANAGEMENT OF THE PERFORMING ARTS AND CONVENTION CENTER

WHEREAS, City previously constructed a civic auditorium and community center commonly referred to as the Performing Arts and Convention Center ("PACC"); and

WHEREAS, the Performing Arts and Convention Center was designed for artistic performances, conferences, exhibitions, conventions, trade shows, public gatherings, meetings, cultural, educational and recreational programs, and other similar events for the benefit and enjoyment of the public and the community; and

WHEREAS, the City Council entered into an agreement with the Oxnard Performing Arts Center Corporation ("Corporation") for the operation of the Performing Arts and Convention Center in 2000 (Agreement); and

WHEREAS, although the Agreement was drafted with an initial term of ten years and two additional 10 year renewal terms contemplated, such a renewal was never formalized by the City or Corporation; and

WHEREAS, however the operation of the PACC by the Corporation has continued in the intervening years along with corresponding annual budget appropriations by the City; and

WHEREAS, the City wishes to document its assent to the continuation of the term of the Agreement during the intervening period and renewal of the Agreement for an additional six month period while a new operating agreement between the City and Corporation is negotiated.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that the Agreement (A-5904) is hereby renewed retroactive to the date of expiration and for a period of six months from the date of passage of this resolution unless a replacement agreement is approved at an earlier date. The Mayor is authorized to sign a renewal agreement consistent with this resolution which shall be presented to the Corporation board for its consideration and approval.

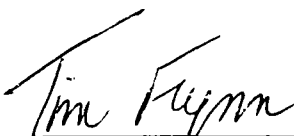
PASSED AND ADOPTED this 6th day of March, 2017, by the following vote:

AYES: Councilmembers Flynn, Ramirez, MacDonald, Perello and Madrigal.

NOES: None.

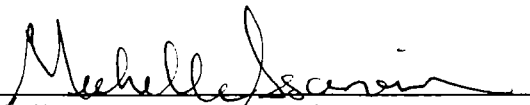
ABSENT: None.

ABSTAIN: None.



Tim Flynn, Mayor

ATTEST:



Michelle Ascencion, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, City Attorney

FIRST AMENDMENT TO AGREEMENT
FOR OPERATION, MAINTENANCE AND MANAGEMENT
OF THE OXNARD PERFORMING ARTS AND CONVENTION CENTER

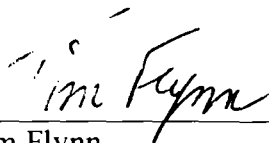
This First Amendment ("First Amendment") to the Agreement for Operation, Maintenance and Management of the Oxnard Performing Arts Center ("Agreement") is made and entered into in the County of Ventura, State of California, this 6th Day of March, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and Oxnard Performing Arts Center Corporation, a nonprofit corporation ("Operator"). This First Amendment amends the Agreement entered into on November 14, 2000.

City and Operator agree as follows:

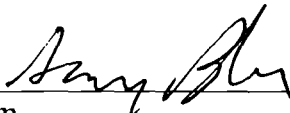
1. The renewal contemplated in Section 6 of the Agreement is hereby retroactively approved for the period from July 1, 2010 to March 6, 2017.
2. The Agreement is extended for an addition six month term from March 7, 2017 to September 7, 2017 unless a replacement agreement is approved at an earlier date.
3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

OXNARD PERFORMING ARTS CENTER
CORPORATION



Tim Flynn
Mayor



Gary Blum
Chair

Pursuant to Resolution No. 14,996

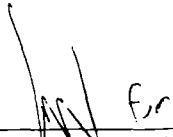
ATTEST:



Michelle Ascencion
City Clerk

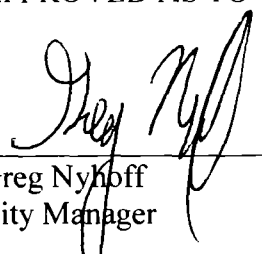
Additional signatures on following page

APPROVED AS TO FORM:



Stephen M. Fischer
City Attorney

APPROVED AS TO CONTENT:



Greg Nyhoff
City Manager

COPY

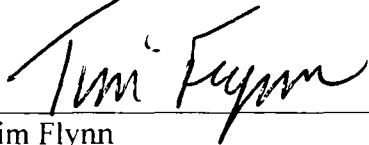
SECOND AMENDMENT TO AGREEMENT
FOR OPERATION, MAINTENANCE AND MANAGEMENT
OF THE OXNARD PERFORMING ARTS AND CONVENTION CENTER

This Second Amendment ("Second Amendment") to the Agreement for Operation, Maintenance and Management of the Oxnard Performing Arts Center ("Agreement") is made and entered into in the County of Ventura, State of California, this 12th Day of September, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and Oxnard Performing Arts Center Corporation, a nonprofit corporation ("Operator"). This Second Amendment amends the Agreement entered into on November 14, 2000. The Agreement was previously amended by a First Amendment on March 6, 2017.

City and Operator agree as follows:

1. The Agreement is extended through June 30, 2018 unless a replacement agreement is approved at an earlier date.
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD



Tim Flynn
Mayor

OXNARD PERFORMING ARTS CENTER
CORPORATION

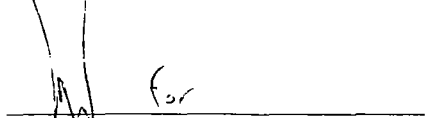
Gary Blum
Chair

ATTEST:



Michelle Ascencion
City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer
City Attorney

APPROVED AS TO CONTENT:



Greg Nynhoff
City Manager



THIRD AMENDMENT TO AGREEMENT
FOR OPERATION, MAINTENANCE AND MANAGEMENT
OF THE OXNARD PERFORMING ARTS AND CONVENTION CENTER

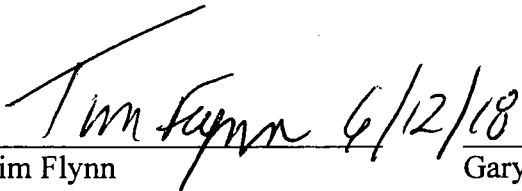
This Third Amendment ("Third Amendment") to the Agreement for Operation, Maintenance and Management of the Oxnard Performing Arts Center ("Agreement") is made and entered into in the County of Ventura, State of California, this 12th Day of June, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and Oxnard Performing Arts Center Corporation, a nonprofit corporation ("Operator"). This Third Amendment amends the Agreement entered into on November 14, 2000. The Agreement was previous amended by a First Amendment on March 6, 2017, and by Second Amendment on September 12, 2017.

City and Operator agree as follows:

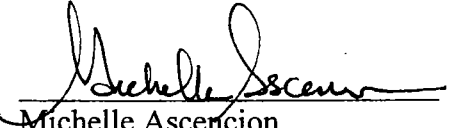
1. The Agreement is extended through June 30, 2019, unless a replacement agreement is approved at an earlier date.
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

OXNARD PERFORMING ARTS CENTER
CORPORATION

 _____ Tim Flynn Mayor	 _____ Gary Blum Chair
--	---

ATTEST:



Michelle Ascencion
City Clerk

Additional signatures on following page

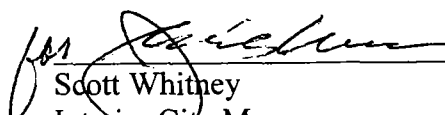
APPROVED AS TO FORM:





Stephen M. Fischer
City Attorney

APPROVED AS TO CONTENT:



for Scott Whitney
Interim City Manager

FOURTH AMENDMENT TO AGREEMENT
FOR OPERATION, MAINTENANCE AND MANAGEMENT
OF THE OXNARD PERFORMING ARTS AND CONVENTION CENTER

This Fourth Amendment (“Fourth Amendment”) to the Agreement for Operation, Maintenance and Management of the Oxnard Performing Arts Center (“Agreement”) is made and entered into in the County of Ventura, State of California, this 30th Day of June, 2019, by and between the City of Oxnard, a municipal corporation (“City”), and Oxnard Performing Arts Center Corporation, a nonprofit corporation (“Operator”). This Fourth Amendment amends the Agreement entered into on November 14, 2000. The Agreement was previously amended by a First Amendment on March 6, 2017, by Second Amendment on September 12, 2017, and by Third Amendment on June 12, 2018.

City and Operator agree as follows:

1. Throughout the Agreement, “annual Operating Budget” is replaced with “Operating Budget.”
2. Section 1 is amended to read as follows:
“The facilities governed by this Agreement consist of the Oxnard Auditorium, the Community Center, and all other structures located at 800 Hobson Way, Oxnard, California and the surrounding grounds and parking lot as depicted in **Exhibit A** attached hereto and incorporated in full herein by this reference.”
3. Section 4 subsection g. is deleted from the Agreement.
4. Section 5 is deleted from the Agreement.
5. Section 6 is amended to read as follows:
“City hereby grants to Operator an exclusive right to operate, maintain and manage the PACC for a period beginning on July 1, 2019, and ending December 31, 2019. Any additional terms of this Agreement shall be effective only with the mutual consent of the City Council and the PACC Board of Directors.”
6. Section 9 is amended to read as follows:
“Operator shall provide a person to be the Executive Director of the PACC. The Executive Director shall have full authority to act for Operator on all matters relating to the performance of services under the Agreement and shall be the principal contact person with the City Manager.”
7. Section 11 subsection a. is amended to read as follows:

“City agrees to grant Operator for operating, maintaining, and managing the PACC an operating subsidy for the period of July 1, 2019 to December 31, 2019 in an amount not to exceed \$410,000 (“Operating Subsidy”).”

8. The following language is added to Section 15:
“Operator shall use the Operating subsidy for the purposes of ensuring that the PACC is available for the events listed in **Exhibit B** attached hereto and incorporated in full herein by reference.”
9. Section 16 is deleted from the Agreement.
10. Section 17 is deleted from the Agreement.
11. Section 18 is deleted from the Agreement.
12. The following language is added to Section 25 subsection a.:
“Other than the events specified in **Exhibit B**, Operator shall not book, reserve, rent, lease, or otherwise schedule any additional events at the PACC facilities for any purpose without written approval from the City Manager, which the City Manager may deny in his/her absolute discretion. On or before July 1, 2019, Operator shall cancel, in writing, any reservations that have been made for events after December 31, 2019. Operator shall timely provide the City Manager with copies of notices of cancellation provided pursuant to this Section. ”
13. In Section 25 the following subsection c. is added:
“For each event scheduled at the PACC, Operator shall have the right, privilege and obligation to manage and operate the PACC parking lots depicted in **Exhibit C** attached hereto and incorporated in full herein by this reference. If Operator wishes to charge parking fees, Operator shall: (1) Submit a parking management plan (“PMP”) to the City Manager, and receive City Manager approval of the PMP; and (2) Hold at least two community meetings to acquire public input on the PMP.”
14. Section 28 is amended to read as follows:
“City shall perform all regular and ordinary maintenance and related services in the areas specified in **Exhibit D** attached hereto and incorporated by reference. City shall perform maintenance and repair work only when such maintenance and repair work is unrelated to the Operator’s use of the PACC.”
15. Section 31 is amended to read as follows:
“To the maximum extent permitted by law, Operator shall hold harmless, defend and indemnify the City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Operator

or of any of its officials, directors, officers, employees, subcontractors, or agents. Operator's obligation to defend is a separate and distinct obligation from Operator's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Operator shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Operator of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Operator asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees."

16. In Section 37, "for Cause" is removed from the heading.

17. In Section 37 subsection b., the following language is added:

"City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice."

18. Section 55 subsection b., is amended to read as follows:

"Any notices to the City may be delivered personally or by mail addressed to City of Oxnard, 300 W. 3rd Street, Oxnard, California 93030, Attention: City Manager, with a copy to the City Attorney."

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

CITY OF OXNARD

OXNARD PERFORMING ARTS CENTER
CORPORATION

Tim Flynn
Mayor

Gary Blum
President

ATTEST:

Michelle Ascencion
City Clerk

Secretary, Asst. Secretary, CFO or Asst. Treasurer

ADDITIONAL SIGNATURES ON NEXT PAGE

APPROVED AS TO FORM:

Stephen M. Fischer
City Attorney

APPROVED AS TO CONTENT:

Alexander Nguyen
City Manager

EXHIBIT A



EXHIBIT B: PACC EVENTS [JULY 1-DECEMBER 31, 2019]

Event Date	Event	Location
7/3/2019	Bingo	Oxnard Room
7/4/2019	Family Reunion	Ventura Room
7/6/2019	Family Reunion	Ventura Room
7/6/2019	Quinceanera	Oxnard Room
7/10/2019	California Lighthouse HOA	Classroom
7/10/2019	Bingo	Oxnard Room
7/11/2019	Pacific Breeze HOA	Classroom
7/12/2019	Ventura Music Festival	Auditorium
7/13/2019	Quinceanera	Oxnard Room
7/16/2019	SEIU	Classroom
7/17/2019	Bingo	Oxnard Room
7/20/2019	Quinceanera	Ventura Room
7/24/2019	Bingo	Oxnard Room
7/24/2019	Ballroom Dance Club	Ventura Room
7/27/2019	Joy Mackinnon Dance Recital	Auditorium
7/27/2019	Wedding Reception	Oxnard Room
7/31/2019	Bingo	Oxnard Room
7/31/2019	Ballroom Dance Club	Ventura Room
8/7/2019	Bingo	Oxnard Room
8/8/2019	Government Meeting	Ventura Room
8/10/2019	Quinceanera	Ventura Room
8/14/2019	Bingo	Oxnard Room
8/17/2019	Quinceanera	Oxnard Room
8/17/2019	Quinceanera	Ventura Room
8/18/2019	A.A. Area Assembly	Ventura Room
8/20/2019	SEIU	Classroom
8/21/2019	Bingo	Oxnard Room
8/21/2019	Ballroom Dance Club	Ventura Room
8/24/2019	Quinceanera	Oxnard Room
8/24/2019	Quinceanera	Ventura Room
8/28/2019	Bingo	Oxnard Room
8/28/2019	Ballroom Dance Club	Ventura Room
8/29/2019	City of Oxnard Health Fair	Ballrooms
8/31/2019	Quinceanera	Oxnard Room
8/31/2019	Quinceanera	Ventura Room
9/4/2019	California Lighthouse HOA	Classroom
9/4/2019	Bingo	Oxnard Room
9/6/2019	50th Anniversary Celebration	Oxnard Room
9/7/2019	Dinner Dance Fundraiser	Oxnard Room
9/8/2019	AA Anniversary Celebration	Ventura Room
9/11/2019	Bingo	Oxnard Room

9/12/2019	Pacific Breeze HOA	Classroom
9/14/2019	Quinceanera	Oxnard Room
9/14/2019	Quinceanera	Ventura Room
9/17/2019	SEIU	Classroom
9-17-19 to 9-18-19	Training	Ventura Room
9/18/2019	Bingo	Oxnard Room
9/18/2019	Ballroom Dance Club	Ventura Room
9/20/2019	AA Celebration	Ventura Room
9/25/2019	Bingo	Oxnard Room
9/25/2019	Ballroom Dance Club	Ventura Room
9/26/2019	Swan Lake	Auditorium
9/28/2019	Jehovah's Witness Seminar	Auditorium
9/28/2019	Quinceanera	Oxnard Room
9/29/2019	Jehovah's Witness Seminar	Auditorium
10/2/2019	Bingo	Oxnard Room
10/4/2019	Small Theater Play	Classroom
10/5/2019	Quinceanera	Oxnard Room
10/6/2019	New West Symphony 25th Season	Auditorium
10/9/2019	Bingo	Oxnard Room
10/11/2019	Youth Speech Competition	Ventura Room
10/12/2019	The Amazon Famous Expo	Oxnard Room
10/12/2019	Quinceanera	Ventura Room
10/12/2019	Jehovah's Witness Seminar	Auditorium
10/13/2019	Jehovah's Witness Seminar	Auditorium
10/15/2019	SEIU	Classroom
10/16/2019	Bingo	Oxnard Room
10/19/2019	Fundraiser	Oxnard Room
10/23/2019	Bingo	Oxnard Room
10/23/2019	Ballroom Dance Club	Ventura Room
10/26/2019	Jehovah's Witness Seminar	Auditorium
10/26/2019	Quinceanera	Oxnard Room
10/26/2019	Quinceanera	Ventura Room
10/27/2019	Jehovah's Witness Seminar	Auditorium
10/30/2019	Bingo	Oxnard Room
10/30/2019	Ballroom Dance Club	Ventura Room
11/2/2019	Adult Birthday Party	Ventura Room
11/2/2019	Wedding Reception	Oxnard Room
11/6/2019	California Lighthouse HOA	Classroom
11/6/2019	Bingo	Oxnard Room
11/9/2019	Dinner Dance Fundraiser	Oxnard Room
11/9/2019	Quinceanera	Ventura Room
11/10/2019	Jehovah's Witness Seminar	Auditorium
11/12/2019	Ventura County Star Story Tellers	Ventura Room
11/13/2019	Ballroom Dance Club	Ventura Room
11/13/2019	Bingo	Oxnard Room
11/14/2019	Pacific Breeze HOA	Classroom
11/16/2019	Men Can Cook	Ventura Room

11/16/2019	Wedding Reception	Oxnard Room
11/16/2019	Enparejados Comedy Show	Auditorium
11/17/2019	New West Symphony 25th Season	Auditorium
11/19/2019	SEIU	Classroom
11/19/2019	PAPA Seminar	Oxnard Room
11/20/2019	Ballroom Dance Club	Ventura Room
11/20/2019	Bingo	Oxnard Room
11-22-19 to 11-24-	Gem and Mineral Convention	Ballrooms
11/27/2019	Bingo	Oxnard Room
11/30/2019	Amigo Baby Holiday Party	Oxnard Room
12/4/2019	Bingo	Oxnard Room
12/4/2019	Gem and Mineral Holiday Party	Ventura Room
12/5/2019	CWEA TCP Sessions	Ventura Room
12/7/2019	Quinceanera	Ventura Room
12/7/19-12/8/19	The Nutcracker	Auditorium
12/8/2019	Inlakech Celebration	Oxnard Room
12/11/2019	Bingo	Oxnard Room
12/11/2019	Ballroom Dance Club	Ventura Room
12/14/19-12/15/19	The Nutcracker	Auditorium
12/17/2019	SEIU	Classroom
12/18/2019	Ballroom Dance Club	Ventura Room
12/18/2019	Bingo	Oxnard Room
12/18/2019	Merryachi Xmas	Auditorium
12/21/2019	Encore Dance Recital	Auditorium
12/22/2019	Jehovah's Witness Seminar	Auditorium
12/21/2019	Wedding Reception	Ventura Room
12/28/2019	Jehovah's Witness Seminar	Auditorium
12/29/2019	Jehovah's Witness Seminar	Auditorium
12/31/2019	New Year's Eve Bash	Oxnard Room

EXHIBIT C: PARKING FACILITIES



EXHIBIT D: MAINTENANCE RESPONSIBILITY



PACC Proposal Pay - 10% cut

Expense	6 Month Operation
Personnel	\$ 219,000.00
Temp Personnel	\$ 92,926.00
Indirect Charges	\$ 115,231.00
Utilities	\$ 82,535.00
Programming	\$ 34,250.00
Taxes and Fees	\$ 29,500.00
Services	\$ 11,500.00
Maintenance	\$ 11,500.00
Supplies	\$ 9,000.00
Insurance	\$ 16,325.50
Equipment	\$ 5,154.00
Monthly Liabilities	\$ 8,880.00
Expense Total	\$ 635,801.50
Rental Revenue	\$ (125,000.00)
Snack Bar	\$ (13,050.50)
Alcohol Sales Every Weekend	\$ (34,000.00)
Fundraising/Shortage	\$ (3,751.00)
Measure 0	\$ (410,000.00)
Restoration + New Fees	\$ (25,000.00)
Kitchen Rental	\$ (25,000.00)
Revenue Total	\$ (635,801.50)

\$ (1,271,603.00)

\$ -

Attachment H. Payments/Deposits

Event Date	Event	Location	Payment/ Deposit Paid
7/3/2019	Bingo	Oxnard Room	
7/4/2019	Family Reunion	Ventura Room	565.00
7/6/2019	Family Reunion	Ventura Room	2,514.00
7/6/2019	Quinceanera	Oxnard Room	525.00
7/10/2019	California Lighthouse HOA	Classroom	45.00
7/10/2019	Bingo	Oxnard Room	
7/11/2019	Pacific Breeze HOA	Classroom	45.00
7/12/2019	Ventura Music Festival	Auditorium	1,250.00
7/13/2019	Quinceanera	Oxnard Room	525.00
7/16/2019	SEIU	Classroom	90.00
7/17/2019	Bingo	Oxnard Room	
7/20/2019	Quinceanera	Ventura Room	2,475.00
7/24/2019	Bingo	Oxnard Room	
7/24/2019	Ballroom Dance Club	Ventura Room	
7/27/2019	Joy Mackinnon Dance Recital	Auditorium	700.00
7/27/2019	Wedding Reception	Oxnard Room	3,900.00
7/31/2019	Bingo	Oxnard Room	
7/31/2019	Ballroom Dance Club	Ventura Room	
8/7/2019	Bingo	Oxnard Room	
8/8/2019	Government Meeting	Ventura Room	
8/10/2019	Quinceanera	Ventura Room	2,739.00
8/14/2019	Bingo	Oxnard Room	
8/17/2019	Quinceanera	Oxnard Room	525.00
8/17/2019	Quinceanera	Ventura Room	525.00
8/18/2019	A.A. Area Assembly	Ventura Room	25.00
8/20/2019	SEIU	Classroom	90.00
8/21/2019	Bingo	Oxnard Room	
8/21/2019	Ballroom Dance Club	Ventura Room	
8/24/2019	Quinceanera	Oxnard Room	525.00
8/24/2019	Quinceanera	Ventura Room	500.00
8/28/2019	Bingo	Oxnard Room	
8/28/2019	Ballroom Dance Club	Ventura Room	
8/29/2019	City of Oxnard Health Fair	Ballrooms	
8/31/2019	Quinceanera	Oxnard Room	540.00
8/31/2019	Quinceanera	Ventura Room	500.00
9/4/2019	California Lighthouse HOA	Classroom	45.00
9/4/2019	Bingo	Oxnard Room	
9/6/2019	50th Anniversary Celebration	Oxnard Room	525.00
9/7/2019	Dinner Dance Fundraiser	Oxnard Room	525.00
9/8/2019	AA Anniversary Celebration	Ventura Room	25.00
9/11/2019	Bingo	Oxnard Room	

9/12/2019	Pacific Breeze HOA	Classroom	45.00
9/14/2019	Quinceanera	Oxnard Room	500.00
9/14/2019	Quinceanera	Ventura Room	525.00
9/17/2019	SEIU	Classroom	90.00
9-17-19 to 9-18-19	Training	Ventura Room	
9/18/2019	Bingo	Oxnard Room	
9/18/2019	Ballroom Dance Club	Ventura Room	
9/20/2019	AA Celebration	Ventura Room	25.00
9/25/2019	Bingo	Oxnard Room	
9/25/2019	Ballroom Dance Club	Ventura Room	
9/26/2019	Swan Lake	Auditorium	850.00
9/28/2019	Jehovah's Witness Seminar	Auditorium	1,237.50
9/28/2019	Quinceanera	Oxnard Room	525.00
9/29/2019	Jehovah's Witness Seminar	Auditorium	1,237.50
10/2/2019	Bingo	Oxnard Room	
10/4/2019	Small Theater Play	Classroom	65.00
10/5/2019	Quinceanera	Oxnard Room	525.00
10/6/2019	New West Symphony 25th Season	Auditorium	
10/9/2019	Bingo	Oxnard Room	
10/11/2019	Youth Speech Competition	Ventura Room	525.00
10/12/2019	The Amazon Famous Expo	Oxnard Room	525.00
10/12/2019	Quinceanera	Ventura Room	525.00
10/12/2019	Jehovah's Witness Seminar	Auditorium	1,237.50
10/13/2019	Jehovah's Witness Seminar	Auditorium	1,237.50
10/15/2019	SEIU	Classroom	90.00
10/16/2019	Bingo	Oxnard Room	
10/19/2019	Fundraiser	Oxnard Room	525.00
10/23/2019	Bingo	Oxnard Room	
10/23/2019	Ballroom Dance Club	Ventura Room	
10/26/2019	Jehovah's Witness Seminar	Auditorium	1,237.50
10/26/2019	Quinceanera	Oxnard Room	540.00
10/26/2019	Quinceanera	Ventura Room	525.00
10/27/2019	Jehovah's Witness Seminar	Auditorium	1,237.50
10/30/2019	Bingo	Oxnard Room	
10/30/2019	Ballroom Dance Club	Ventura Room	
11/2/2019	Adult Birthday Party	Ventura Room	525.00
11/2/2019	Wedding Reception	Oxnard Room	1,500.00
11/6/2019	California Lighthouse HOA	Classroom	45.00
11/6/2019	Bingo	Oxnard Room	
11/9/2019	Dinner Dance Fundraiser	Oxnard Room	525.00
11/9/2019	Quinceanera	Ventura Room	525.00
11/10/2019	Jehovah's Witness Seminar	Auditorium	1,237.50
11/12/2019	Ventura County Star Story Tellers	Ventura Room	
11/13/2019	Ballroom Dance Club	Ventura Room	
11/13/2019	Bingo	Oxnard Room	
11/14/2019	Pacific Breeze HOA	Classroom	45.00
11/16/2019	Men Can Cook	Ventura Room	525.00

11/16/2019	Wedding Reception	Oxnard Room	525.00
11/16/2019	Enparejados Comedy Show	Auditorium	1,250.00
11/17/2019	New West Symphony 25th Seaso	Auditorium	
11/19/2019	SEIU	Classroom	90.00
11/19/2019	PAPA Seminar	Oxnard Room	
11/20/2019	Ballroom Dance Club	Ventura Room	
11/20/2019	Bingo	Oxnard Room	
11-22-19 to 11	Gem and Mineral Convention	Ballrooms	525.00
11/27/2019	Bingo	Oxnard Room	
11/30/2019	Amigo Baby Holiday Party	Oxnard Room	525.00
12/4/2019	Bingo	Oxnard Room	
12/4/2019	Gem and Mineral Holiday Party	Ventura Room	
12/5/2019	CWEA TCP Sessions	Ventura Room	431.00
12/7/2019	Quinceanera	Ventura Room	525.00
12/7/19-12/8/	The Nutcracker	Auditorium	1,000.00
12/8/2019	Inlakech Celebration	Oxnard Room	525.00
12/11/2019	Bingo	Oxnard Room	
12/11/2019	Ballroom Dance Club	Ventura Room	
12/14/19-12/1	The Nutcracker	Auditorium	1,250.00
12/17/2019	SEIU	Classroom	90.00
12/18/2019	Ballroom Dance Club	Ventura Room	
12/18/2019	Bingo	Oxnard Room	
12/18/2019	Merryachi Xmas	Auditorium	825.00
12/21/2019	Encore Dance Recital	Auditorium	1,250.00
12/22/2019	Jehovah's Witness Seminar	Auditorium	1,237.50
12/21/2019	Wedding Reception	Ventura Room	525.00
12/28/2019	Jehovah's Witness Seminar	Auditorium	1,237.50
12/29/2019	Jehovah's Witness Seminar	Auditorium	1,237.50
12/31/2019	New Year's Eve Bash	Oxnard Room	525.00
1/12/2020	Vietnamese New Year's Celebrati	Ballrooms	
1/26/2020	New West Symphony 25th Seaso	Auditorium	
2/1/2020	Jehovah's Witness Seminar	Auditorium	1,237.50
2/1/2020	Quinceanera	Oxnard Room	1,000.00
2/2/2020	Jehovah's Witness Seminar	Auditorium	1,237.50
2/3/2020	Academic Decathlon Awards	Auditorium	
2/8/2020	Jehovah's Witness Seminar	Auditorium	1,237.50
2/9/2020	Jehovah's Witness Seminar	Auditorium	1,237.50
2/11/2020	Teacher Professional Developme	Ventura Room	
3/1/2020	New West Symphony 25th Seaso	Auditorium	
3/14/2020	Jehovah's Witness Seminar	Auditorium	1,237.50
3/15/2020	Jehovah's Witness Seminar	Auditorium	1,239.50
3/21/2020	Jehovah's Witness Seminar	Auditorium	1,237.50
3/21/2020	Quinceanera	Oxnard Room	525.00
3/22/2020	Jehovah's Witness Seminar	Auditorium	1,237.50
4/11/2020	Jehovah's Witness Seminar	Auditorium	1,237.50
4/12/2020	Jehovah's Witness Seminar	Auditorium	1,237.50
4/18/2020	Jehovah's Witness Seminar	Auditorium	1,237.50

4/18/2020	Quinceanera	Ventura Room	525.00
4/19/2020	New West Symphony 25th Seaso	Auditorium	
5/1/20 to 5/3/	Serenity By The Sea Convention	Ballrooms	
5/3/2020	New West Symphony 25th Seaso	Auditorium	
6/20/2020	Quinceanera	Ventura Room	525.00
8/1/2020	Quinceanera	Oxnard Room	525.00
9/12/2020	Quinceanera	Oxnard Room	525.00
Total			\$ 69,293.50

Performing Arts Center 6-Month Agreement Extension

Ashley Golden, Assistant City Manager
Jason Zaragoza, Deputy City Attorney

City Council Meeting
June 18, 2019

Background

- The City entered into an operating agreement with the Oxnard Performing Arts Center Corporation (“Corporation”) in 2000.
 - Initial term of 10 years, with two additional 10-year renewal terms.
 - A renewal was never formalized after the initial 10-years.
- On March 6, 2017, the City Council approved the renewal of the operating agreement for a six-month term.
- On September 12, 2017, the City Council approved an extension to the operating agreement through June 30, 2018.
- On June 12, 2018, the City Council approved an additional extension of the agreement through June 30, 2019.

PACC Budget Impact

- The General Fund has subsidized the PACC between \$760,816-\$2,733,732 per year from Fiscal Year (“FY”) 12-13 through FY 18-19.
- Closing the PACC would save the General Fund \$1.1 million.



Proposed Agreement

- 6-Month operating extension to allow the Corporation to host events that it booked through December 31, 2019.
 - Agreement provides for additional events to be booked through December 31, 2019.
- 114 events scheduled between July 1st - December 31, 2019.
- 25 events scheduled for January 1 - June 30, 2020.



Proposed Agreement

- The operating agreement provides for the Corporation to charge for parking during weekend events.
- Prior to implementing paid parking the Corporation must:
 1. Solicit input for the Hobson Park East neighborhood; and
 2. Receive City approval of a parking management plan.



Financial Impact

- The FY 18-19 operating budget for the PACC is \$1,981,693.
- The Corporation's proposed operating budget for 6 months is \$635,801.50.*
 - The proposal provides for the City employees currently working at the PACC to become Corporation employees.
- The Corporation estimates \$222,801.50 in revenues for 6 months.
- The proposed subsidy from Measure O is not to exceed \$410,000.
- Any shortfall between the operation, revenues, and Measure O subsidy will need to be provided by the Corporation.

*The Corporations budget included events that have since been cancelled.

Next Steps

- By mid-September, staff, with Council and community input, will scope and release a Request for Proposals to solicit operators for the PACC.
- If responsive proposals are received, the Council will be asked to enter into an agreement with an operator.



Recommendation

That the City Council:

Approve and authorize the Mayor to execute an amendment of Agreement (A-5904) between the City and the non-profit Oxnard Performing Arts Center Corporation in an amount not to exceed \$410,000 for the operation, maintenance, and management of the Performing Arts and Convention Center through December 31, 2019.



Questions?

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CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. J.4.

DATE: June 18, 2019

TO: City Council, Parking Authority

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

SUBJECT: Exclusive Negotiation Agreement between the City of Oxnard, the Parking Authority of the City of Oxnard and Madison Park Financial Corporation regarding the Social Security Building (425 South B Street), the 538 South B Street parking lot, and associated parcels in downtown Oxnard. (5/10/5)

RECOMMENDATION

That the City Council and the Board of the Parking Authority of the City of Oxnard authorize the Mayor and Chair, respectively, to execute the Exclusive Negotiation Agreement with Madison Park Financial Corporation regarding the Social Security Building (425 South B Street), the 538 South B Street parking lot; and associated parcels in downtown Oxnard (202-010-121, 202-010-122, 202-010-125, 202-010-127, 202-010-129, 202-010-131, 202-010-133, 202-010-135, 202-010-141, 202-010-143, 201-010-510, 201-010-512, 201-010-517, 201-010-519, 201-010-520, 201-010-521, 201-010-522, 201-010-523, 201-010-524 and 201-010-526).

BACKGROUND

Over a number of years, the former Community Development Commission (CDD) (Oxnard's redevelopment agency) purchased properties in downtown Oxnard for downtown revitalization purposes. The Social Security building located at 425 South B Street was acquired in 2008 for the development of a mixed use project, commonly referred to as Plaza Park North. It was envisioned that the former Social Security building would be razed to construct a multiple story development, with ground floor commercial space, dwelling units on the upper floors and improvements to Plaza Park.

Because of the severe economic downturn that occurred in the late 2000s, the redevelopment of downtown Oxnard came to a halt. In addition, a state law that triggered the dissolution of redevelopment agencies effective February 1, 2012 prohibited the former CDC from entering into new contracts, obligations or other commitments.

At the end of 2015, the state Department of Finance approved the Long Range Property Management Plan (LRPMP) prepared by the Successor Agency to the former CDC. This approval triggered the requirement that the Successor Agency dispose of its assets in a timely manner and in a manner that would maximize value.

In an effort to market the Social Security building and other former CDC properties in downtown Oxnard, the City retained Kosmont Companies in March 2017 to identify a developer to acquire and develop these properties. In addition, Kosmont was also tasked with finding one or more developers to develop other public properties in downtown, including the 538 South B Street parking lot (referred to as Plaza Park East). Kosmont assisted the City and the Successor Agency in preparing a Request for Qualifications, which was released on July 13, 2017. The deadline to submit a response to the initial RFQ was September 7, 2017; no responses were received.

Given the lack of initial responses to the first RFQ, the City requested that Kosmont revise and reissue RFQs and provide continuing services. The second RFQ was released on October 23, 2017, with a deadline for submittals on December 4,

2017. Once again, the City did not receive proposals that were acceptable.

On April 24, 2018, the City sent out a press release notifying all developers of a last call to submit proposals for the downtown properties, with a deadline of May 11, 2018. After the City did not receive what it deemed to be adequate offers for the properties, the City elected to place an offer to acquire the Social Security building (as well as several other properties) from the Successor Agency. Once the Successor Agency, Oversight Board and the Department of Finance approved the City's offer to acquire the properties in downtown Oxnard, the City acquired the properties, including the Social Security building, in 2018.

ANALYSIS/DISCUSSION

After the City acquired the Social Security building, the City has been meeting with various developers who have expressed interest in the City and Parking Authority parcels in downtown Oxnard. These specific properties have been identified because of their central location within Oxnard's Downtown and their potential to be catalysts for the further revitalization of the Downtown. City staff identified Madison Park Financial Corporation (Madison Park) as the top contender as the developer of the parcels based upon a proven track record of developing mixed use projects in the Bay Area (Oakland and Emeryville) in the past four years. These projects include a mixed use project in Oakland with 124 apartments and 3,000 square feet of commercial; a mixed use project in Oakland with 4,000 square feet of commercial; a mixed use project in Emeryville with 101 apartments and 1,650 square feet of restaurant space; as well as two other apartment projects in Oakland (a 63-unit project and a 41-unit project). More information regarding these projects, as well as other Madison Park projects in the Bay Area and outside of California, can be found at madisonpark.com

If the City Council and the Board of the Parking Authority approve the Exclusive Negotiation Agreement with Madison Park, City staff would immediately enter into negotiations with Madison Park to determine the price and terms under which Madison Park would acquire the Social Security building and related Parking Authority parcels and the 538 South B Street parking lot. Any sale of these properties would include specific requirements regarding the type of project that would need to be constructed on the properties (subject to Madison Park going through the City's entitlement process). The City would retain its approval authority of proposed development to ensure the projects would further the City's vision for Downtown. These requirements would be included as part of a Disposition and Development Agreement, which would also require that the properties would revert back to the City and the Parking Authority if Madison Park did not develop the properties in a timely manner pursuant to the terms of the agreements. The requested action only authorizes the City to negotiate with Madison Park, it does not approve specific projects for the sites.

ENVIRONMENTAL IMPACT

Entering into the Exclusive Negotiation Agreement will not result in a direct or reasonably indirect potential change in the environment. (CEQA Guidelines, Section 15060(c)(2).) Before any development of the properties that are the subject of the ENA can occur, the City and the Parking Authority would have to agree to the sale of the properties to Madison Park; and Madison Park would have to obtain the necessary entitlements for the development of the properties.

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 will be no financial impacts to the City or the Parking Authority by entering into the Exclusive Negotiation Agreement. Financial impacts would only occur if the properties were sold to Madison Park Financial Corporation pursuant to subsequent agreement(s) entered into between the City, the Parking Authority and Madison Park Financial Corporation.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Ashley Golden, Assistant City Manager, Jeffrey Lambert, Community Development Director, Kenneth Rozell, Assistant City Attorney

ATTACHMENTS

1. Attachment A: Exclusive Negotiation Agreement between the City, the Parking Authority and Madison Park Financial Corporation
2. 06.18 CC Parking Authority_Madison Park Agreement PPT

EXCLUSIVE NEGOTIATION AGREEMENT

This Exclusive Negotiation Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, effective this ____ day of June, 2019, by and between the City of Oxnard, a California municipal corporation (“City”), the Parking Authority of the City of Oxnard, a body corporate and politic (“Parking Authority”) and Madison Park Financial Corporation, a California corporation (“Developer”).

A. The City and the Parking Authority are the owners of specific parcels located in downtown Oxnard that are generally described in Exhibit A, which is attached hereto and incorporated herein by this reference, collectively referred to as the “Properties”.

B. The Developer wishes to pursue the development of the Properties as high quality mixed use projects that would contribute to the optimum redevelopment of the Properties and other areas of downtown Oxnard.

C. Pursuant to the terms of the Agreement, the City and the Parking Authority wish to grant an exclusive period of time for the Developer to consider the development of the Properties and to negotiate necessary agreements with the City and the Parking Authority for the acquisition and subsequent development of one or both of the Properties.

NOW, THEREFORE, in consideration of the foregoing Recitals which are hereby incorporated into the operative provisions of this Agreement by this reference and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City, Parking Authority and the Developer agree as follows:

1. Exclusive Negotiation Regarding the Properties

a. The City, Parking Authority and the Developer agree to negotiate in good faith for a period beginning on the date of this Agreement and ending six (6) months thereafter (subject to two possible extensions as provided in Section 2 below), hereafter, the “Negotiation Period,” regarding the Developer’s acquisition and development of the Properties for a mixed use development in downtown Oxnard. The parties agree that the object of their negotiations is to discuss the Developer’s planning and possible development of the Properties. The negotiations will include discussions concerning the commercial and residential components of the proposed developments. The City and/or the Parking Authority do not make any commitment regarding: (i) their ability or desire to enter into any agreement regarding the Developer’s possible acquisition and development of the Properties; or (ii) whether the City or the Parking Authority will make the finding necessary for the disposition of publicly owned property.

b. During the Negotiation Period, the Developer shall complete certain predevelopment studies and activities related to the development of the Properties, which

predevelopment studies and activities shall include (but are not limited to) the following:

- i. Document how the Developer's proposed development is consistent with the City Downtown Oxnard Vision and the pending Downtown Development Code and how Developer's proposed development will help facilitate the redevelopment of the downtown area;
 - ii. Prepare site plan, renderings and designs for the project that is proposed to be constructed on the Properties;
 - iii. Pursue the acquisition of adjacent privately owned properties if the Developer wishes to incorporate such properties into the development of the Properties; and
 - iv. Negotiate with the City and Parking Authority for the acquisition of the Properties.
- c. Nothing herein is intended to prohibit the City and the Parking Authority from furnishing any information concerning the Properties which it may be required by law to furnish or which it would otherwise normally furnish to persons requesting information concerning the City's activities, goals and matters of a similar nature.

2. Extension of Agreement. The parties may extend the Negotiation Period for up to two six (6) month extensions by an agreement in writing executed by the Developer, the Assistant City Manager and the Assistant Executive Director of the Parking Authority. The Assistant City Manager and Assistant Executive Director are not obligated to extend the Negotiation Period, but shall consider in her sole discretion whether to do so based upon Developer's progress and the progress of negotiations. Any such extensions executed by Assistant City Manager and Assistant Executive do not require further approval from the City Board or Board of the Parking Authority.

3. Limitation on Remedies for Breach or Default and Release of Claims

a. The City and Parking Authority would not have agreed to any part of this Agreement if they and/or their respective officers, officials, employees and agents were collectively or separately liable to the Developer for any amount of monetary damages or other remedies. Accordingly, the Developer acknowledges and agrees that the Developer's exclusive right and remedy upon any breach or default of the City and/or the Parking Authority to negotiate in good faith as set forth in this Agreement is to terminate this Agreement. The Developer acknowledges that it is aware of the meaning and legal effect of California Civil Code Section 1542, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him would have materially affected his settlement with the debtor."

b. Civil Code Section 1542 notwithstanding, it is the parties' intention to be bound by the limitation on remedies set forth in this Section, and the Developer hereby releases any and all claims against the City and Parking Authority and their respective officers, officials, employees and

agents for monetary damages or other legal or equitable relief, whether or not such released claims were known or unknown to the Developer as of its entry into this Agreement. The Developer hereby waives the benefits of Civil Code Section 1542 and all other statutes and judicial decisions (whether state or federal) of similar effect.

4. Notices, Demands and Communications between the Parties. Formal notices, demands and communications between the City, Parking Authority, and the Developer shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, an overnight mail service (with signature for delivery required) or by courier not affiliated with the sender at the cost of the sending party with written evidence of receipt, to the principal offices of the City, Parking Authority or the Developer as designated below. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate, by mail as provided in this Section.

If to City: 300 W. Third Street
Oxnard, California 93030
Attn: Assistant City Manager

If to Parking Authority: 300 W. Third Street
Oxnard, California 93030
Attn: Assistant Executive Director

With a copy to: 305 W. Third Street
Oxnard, California 93030
Attn: City Attorney and General Counsel

If to Developer: John Protopappas
President and Chief Executive Officer
Madison Park Financial Corporation
155 Grand Ave, Suite 950
Oakland, CA 94612

5. Access and Information. Developer and its agents or representatives shall have the right to enter upon the Properties at any reasonable time and with a minimum of 24 hours prior notice during the term of this Agreement for any lawful purpose in furtherance of the feasibility analysis or development of the Properties including, without limitation, verification of information, and conducting investigations, tests and studies. Upon Developer's request, the City shall promptly furnish to Developer all material information within its possession or control concerning the Properties, including without limitation, copies of all topographical surveys, environmental reports, engineering studies, soil-bearing test data, and any similar reports and studies with respect to the Properties. Developer shall indemnify, defend and hold the City harmless from any and all third-party claims, demands, losses, actions, liabilities, causes of action or judgments, including reasonable attorney's fees, which the City may incur or be required to pay by reason of Developer's entry onto the Properties and activities conducted thereon by Developer or its agents, employees, contractors or consultants, including, without limitation, any damages, injury or death to any person

or property suffered by any person, firm or corporation, except that Developer shall have no indemnification obligation with respect to damages, injury or death sustained by any person or entity acting on behalf or under the authority of the City. Notwithstanding any other provision of this Agreement, Developer shall have no liability to the City or any other party by reason of, nor shall Developer have any duty to indemnify, defend or hold any person harmless from or against, any claim, demand, damage, loss, action, liability, cause of action or judgment, including without limitation, any claim for diminution in value of the sites or for environment remediation or clean-up costs, arising out of or in connection with the mere fact of having discovered and/or reported any adverse physical condition, title condition or other condition or defect with respect to the any of the Properties.

6. Authority to Sign. The Developer hereby represents and warrants that the individuals executing this Agreement on behalf of the Developer have full authority to do so and to bind the Developer to perform pursuant to the terms and conditions of this Agreement.

7. Miscellaneous Provisions

a. The parties shall generally cooperate with each other and supply such documents and information as may be reasonably requested by the other to facilitate the conduct of the negotiations.

b. This Agreement is for the sole purpose of agreeing to a period of exclusive negotiations. The City and the Parking Authority shall prepare such public notices and schedule such public hearings, in accordance with applicable law, as may be necessary for the consideration by the City and Parking Authority of any terms which may be agreed upon between the City staff, Parking Authority staff and the Developer. The Developer expressly acknowledges and agrees that the City and the Parking Authority will not and cannot be bound by any statement, promise or representation made by the City staff and/or Parking Authority staff during the course of negotiations of an agreement and that the City and Parking Authority may be legally bound only upon the subsequent approval of the agreement(s) by the City Council and Board of the Parking Authority, as applicable and appropriate, in accordance with applicable law.

c. In the event the parties fail to execute one or more agreements regarding the sale of the Properties and the development thereof, the parties shall not have any obligations or duties hereunder and no liability whatsoever.

d. The Developer expressly acknowledges and agrees that the City and/or the Parking Authority have not agreed to fund, subsidize or otherwise assist the Developer in connection with the proposed development of the Properties.

e. The Developer expressly acknowledges and agrees that the City and/or the Parking Authority will not be exercising their respective powers or eminent domain for the acquisition of any properties adjacent to the Properties.

f. By agreeing to enter into this Agreement, the City and the Parking Authority are not committing or agreeing to undertake any acts or activities requiring the subsequent independent

exercise of discretion by the City Council or the Board of the Parking Authority.

g. Upon request by the City not more often than monthly, the Developer shall deliver to the Assistant City Manager or her designee, without cost or expense to the City, copies of all plans, reports, studies or investigations prepared by or on behalf of the Developer with respect to the Properties. The Developer shall indemnify, defend and hold the City and the Parking Authority, and their respective officers, officials, employee and agents harmless from any liabilities, including, without limitation, reasonable attorneys' fees and expenses, for payment of, or arising out of nonpayment of the cost of preparing the plans, reports, studies or investigations.

h. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement.

i. The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

j. This Agreement and any modifications hereto may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

k. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

l. All parties to this Agreement declare that, prior to the execution of this Agreement, they have informed themselves of sufficient relevant data, either through experts or other sources of their own selection, and have sought and obtained legal counsel, in order that they might intelligently exercise their own judgment in evaluating the contents of this Agreement and making the decision to execute it. The parties each represent and acknowledge that in executing this Agreement, they do not rely and have not relied upon any representation or statement not set forth herein made by any other party to this Agreement or their respective legal counsel with regard to the subject matter, basis or effect of this Agreement.

m. The provisions of this Agreement shall be liberally construed to effectuate its purpose. The language of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against any party, as each party has participated in the drafting of this Agreement and has had its legal counsel review it. Whenever the context and construction so require, all words used in the singular shall be deemed to be used in the plural, and vice versa.

n. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns.

o. The validity and interpretation of this Agreement shall be governed by the laws of the State of California without giving effect to the principles of conflict of laws.

p. All individuals executing this and other documents on behalf of the parties certify

and warrant that they have the capacity and have been duly authorized to so execute the documents on behalf of the entity so indicated.

q. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

r. Any provision of this Agreement, which shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

s. No amendment, change, or addition to, or waiver of termination of, this Agreement or any part hereof shall be valid unless in writing and signed by the City, Parking Authority and the Developer.

CITY OF OXNARD, a California municipal corporation

Date: _____

By: _____
Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

By: _____
Stephen Fischer
City Attorney

PARKING AUTHORITY OF THE CITY OF OXNARD, a
body corporate and politic

Date: _____

By: _____
Chairman

ATTEST:

Michelle Ascencion, Secretary

APPROVED AS TO FORM:

By: _____
Stephen Fischer
City Attorney

MADISON PARK FINANCIAL CORPORATION,
a California corporation

Date: _____

By: _____
John Protopappas
President and Chief Executive Officer

By: _____

Date: _____

Its: _____



0 75 150 225 300 Feet
S B

Centennial Plaza

W FIFTH ST

S A ST

S B ST

W SIXTH ST

202010526

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202010510

Created by: Salvador Mancha
05/20/2019

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**Exclusive Negotiation Agreement between the City of Oxnard, the
Parking Authority of the City of Oxnard and Madison Park Financial
Corporation regarding the Social Security Building (425 South B Street);
the 538 South B Street parking lot
(located between Fifth, Sixth and South B Streets);
and associated parcels in downtown Oxnard.**

Jeffrey Lambert, Community Development Director
Community Development Department

City Council Meeting
June 18, 2019

Plaza Park North:

425 S. B
Street

Acquired by
the City for
mixed use
development



**Plaza Park
East:**

**538 S. B
Street**



Background

- The Social Security building was acquired in 2008
- In 2015 the state Department of Finance approved the Long Range Property Management Plan
- In 2017 Kosmont was tasked with finding one or more developers to develop public properties in downtown
 - A Request for Qualifications (RFQ) was released from July 13, 2017 - September 7, 2017; no responses were received.
 - Revised and released a second RFQ from October 23, 2017 - December 4, 2017; no acceptable proposals
 - On April 24, 2018 the City issued a Last a Final Call press release, with a submittal deadline of May 11, 2018. Proposals received, but no adequate offers.
- In 2018 the City Acquired the Social Security building (as well as several other properties)

Analysis/Discussion

- Madison Park Financial Corporation (Madison Park) identified as the top contender as the developer of the parcels:
 - Proven track record of developing mixed use projects in the Bay Area (Oakland and Emeryville) in the past four years.
- City staff would negotiate with Madison Park to determine the price and terms for site acquisition for both properties.
 - Final acquisition terms would return to City Council for approval
- The City would retain its approval authority of proposed development to ensure the projects would further the City's vision for Downtown.

Recommendation

That the City Council and the Board of the Parking Authority of the City of Oxnard authorize the Mayor and Chair, respectively, to execute the Exclusive Negotiation Agreement with Madison Park Financial Corporation regarding the Social Security Building (425 South B Street), the 538 South B Street parking lot; and associated parcels in downtown Oxnard (202-010-121, 202-010-122, 202-010-125, 202-010-127, 202-010-129, 202-010-131, 202-010-133, 202-010-135, 202-010-141, 202-010-143, 201-010-510, 201-010-512, 201-010-517, 201-010-519, 201-010-520, 201-010-521, 201-010-522, 201-010-523, 201-010-524 and 201-010-526).



Questions?

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AMENDED 6/13/19

CITY COUNCIL AGENDA REPORT

REPORTS

AGENDA ITEM NO. J.5

DATE: June 18, 2019

TO: City Council

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

SUBJECT: Award Agreement with American Golf Corporation to Operate the River Ridge Golf Course (10/5/5)

RECOMMENDATION

That City Council:

1. Approve the fee-for-service management agreement between American Golf Corporation (AGC) and the City of Oxnard (City) for the management, operation and maintenance of River Ridge Golf Club (RRGC) with no General Fund subsidy projected for a three-year term with options to renew for two additional one-year terms, exercised at the sole discretion of the City, and
2. Exempt the golf course from the City's Living Wage Policy.

NOTE: This staff report has been revised from the June 11th Committee staff report to address concerns raised by the public and the Committee.

BACKGROUND

River Ridge Golf Club (RRGC) is the City's municipal golf complex consisting of two 18-hole golf courses. The original Vineyard course opened in 1986 and the second course, Victoria Lakes, opened with nine holes in 2004 and the other nine holes in 2008. Other facilities include two large practice putting greens, electric golf cart storage facility, three-level clubhouse with pro shop, snack bar, banquet room, and administrative offices, a lighted driving range with fifty tee stations, two practice chipping areas and two practice sand bunkers.

The tables below provide a summary of RRGC's revenues, rounds of play and a summary fund analysis covering the past three years.

River Ridge Golf Club Historical Rounds of Play			
Calendar Year	Complimentary	Paid	Total
2016	13,002	70,955	83,957
2017	12,537	70,221	82,758
2018	9,527	67,780	77,307

River Ridge Golf Club Historical Gross Revenue			
Department	2016	2017	2018
Greens Fees	\$2,174,200	\$2,142,000	\$2,014,200
Carts	\$766,300	\$834,300	\$778,700
Practice Range	\$144,600	\$157,400	\$156,000
Merchandise	\$190,600	\$215,500	\$225,800
Snack Bar	\$470,500	\$472,100	\$444,100
Banquets	\$289,000	\$257,000	\$412,300
Miscellaneous	\$41,300	\$39,000	\$39,400
Total	\$4,076,500	\$4,117,300	\$4,070,500

The General Fund operating subsidy to RRGc for fiscal year 2017-18 was approximately \$1,317,000. In 2018-19, that subsidy decreased to \$922,000.

The City has contracted operation of the golf course over the years. The present structure is a “hybrid” management agreement that has been in place with High Tide and Green Grass providing all areas of on-site management for the facility. The agreement with High Tide, last amended in 2009, expires on June 30, 2019, and High Tide is not considering continuing operations beyond the termination date due to retirement. Thus, the City must find a new vendor to operate its course beginning July 1, 2019.

DISCUSSION

The City’s primary objectives are to make the golf course self-sustaining (meaning operating without any General Fund operating subsidy) in the short-term and make it profitable in the long-term. Thus, the City needs to commit to a short-term contract that at minimum breaks even, during which time an overall master plan for the long term success of RRGc can be developed.

BIDDING PROCESS

With the assistance of Pro Forma Advisors, LLC, a reputable consultant in the golf industry, the City issued an RFP on March 25, 2019, for the operation and management of River Ridge. The RFP described a fee-for-service management agreement for a three-year term with options to renew for two additional one-year terms, exercised at the discretion of the City.

Although there are several golf course management options, the municipal golf industry has moved almost universally to fee-for-service management agreements. Such a management agreement provides the municipality with the benefits of a short term agreement, private sector management practices, a high degree of control and the greatest financial upside potential. The option of leasing the golf course to insulate the City from financial risk is not feasible in light of the desire for a short-term agreement, although that is an option in the future. Under a management agreement, the City as the facility owner is responsible for funding all capital improvements, receives all revenue from operations and bears all operating expenses, including the fee to the management company for its services. With the new management agreement the RRGc should no longer be dependent on the General Fund.

The City received seven proposals from qualified professional golf course management companies. All of the proposals were responsive to the RFP requirements. Two City of Oxnard Public Works Department employees and the current General Manager of RRGc reviewed and analyzed the proposals. Based on established evaluation criteria, the committee selected the top three rated firms for interviews, which were conducted on May 3, 2019. The three firms were American Golf Corporation (AGC), CourseCo Golf Management and Kemper Sports Management.

After considerable deliberation, the evaluation committee ranked AGC as the top-rated management company, recognizing that all three of the finalists are highly qualified and capable of effectively managing RRGC. AGC is a major golf management firm headquartered in Southern California and is the largest operator of golf courses in the State. AGC has nearly fifty years of experience operating golf courses and a proven track record with numerous long-term agreements. In addition, AGC has been operating landfill courses since 1970 and currently manages four golf courses on landfill properties.

The committee was particularly persuaded by AGC's corporate resources and strong proposed marketing plan for RRGC. In particular, AGC has proposed introduction of its Players Club, which is a monthly membership that attempts to increase utilization of the golf course at non-peak periods and creates a stable income source. RRGC appears to be an excellent candidate for this concept because of the existing substantial unused golf course capacity and under-utilized golf practice range. AGC's extensive corporate resources, which are provided under the management fee, allow minimum general and administrative support staff on-site, thus reducing on-site operating expenses.

SUMMARY OF PROPOSED AGREEMENT

The agreement calls for a three-year term, with two one-year options to extend the agreement at the sole discretion of the City. Typically, the term for fee-for-service golf management agreements is five years. The three year term is considered the minimum agreement length for golf management contracts. Prior to issuing the RFP, Pro Forma Advisors contacted several established professional golf course management firms regarding their willingness to enter into a three year agreement. The firms contacted cited the need for a three-year term in order to amortize their initial start-up costs for an operation like RRGC. Further, a minimum commitment of three years was necessary to secure the services of key on-site management and maintenance staff.

High Tide's agreement was a "hybrid" management agreement providing all areas of on-site management for the facility. While the agreement was technically a management agreement, it functioned more like a lease, with the contractor responsible for all on-site revenue and expenses, subject to a profit share at the end of the fiscal year. High Tide collected all revenues and paid all expenses from one account. High Tide provided the City with a copy of the monthly bank statement showing revenue deposited and expenditures paid. High Tide and the City divide net receipts from operations under the schedule in the table below.

Net Receipts	City	High Tide & Green Grass
The first \$1 to \$300,000	50%	50%
Then the next \$99,000 from \$301,000 to \$400,000	60%	40%
Then the next \$99,000 from \$401,000 to \$500,000	75%	25%
Then from \$501,000 and above	60%	40%

The new contract with AGC will be substantially different. The role of the golf manager in a fee-for-service management agreement is effectively to act as the City's agent in managing the City's golf property. With this type of agreement, all of the revenues from the facility accrue to the Owner, and all of the operating expenses are borne by the Owner. The operating expenses include day to day operations, maintenance and all utility costs. The Owner receives all net operating income, and bears the risk of operating losses. The manager receives a fee for the services provided. This role is similar to a real estate property manager providing services for an apartment building. In that role, the manager receives a fee for collecting rents

and paying expenses on the owner's behalf. Similarly, the owner receives all of the net proceeds and bears the risk of operating losses.

In this contract, the base management fee will be \$100,000 per year. In addition, the City will pay AGC two incentive management fees. The first incentive fee is for three percent of Adjusted Net Operating Income, as defined in the contract (gross revenue less operating expenses other than utilities, leases, possessory interest tax and insurance), in any operating year. Additionally, if the Adjusted Net Operating Income exceeds a particular threshold, AGC earns an additional 12 percent for a total of 15 percent incentive fees on the excess above the threshold. In any case, the City retains at least 85 percent of this improved performance. If improved performance is not achieved, incentive fees are not earned.

The threshold for determining when AGC earns the additional 12 percent will be either \$900,000 or \$1,050,000 of Adjusted Net Operating Income. If the Council determines that AGC must pay living wages in accordance with the City's policy, the threshold will be \$900,000. If, however, the Council allows an exception to the living wage policy, the threshold will be \$1,050,000. The threshold will be increased annually by the Consumer Price Index (CPI) for the Los Angeles, Long Beach, Anaheim region.

So, for example, assume that the Council determines that AGC must pay living wages in accordance with the City's policy so the threshold is \$900,000. If the adjusted net operating income were \$750,000, AGC receives the \$100,000 base operating fee plus three percent of the \$750,000, which is \$22,500. Since the adjusted net operating income is less than the \$900,000 threshold, AGC would not receive the 15 percent incentive fee. Thus, AGC would earn a total of \$122,500 that year.

However, assume the adjusted net operating income were \$2,500,000. In such a case, AGC receives the \$100,000 base operating fee plus three percent of the first \$900,000, which is \$27,000. Additionally, since the adjusted net operating income is greater than the \$900,000 threshold, AGC would receive the 15 percent incentive fee on the remaining amount, which is \$2,500,000 minus \$900,000, or \$1,600,000. 15 percent of that amount is \$240,000. Thus, AGC would earn a total of \$367,000 that year.

The scope of services requires AGC to provide transition services; hire all existing employees pending background checks and drug tests; provide employee training; procure all operating equipment, supplies, and services; provide corporate oversight and support services; provide marketing and outreach; provide on-site management, maintenance and operation of the golf complex; prepare all timely performance and accounting reports and statements; prepare an annual plan; prepare monthly reports; audit of financial statements upon request; partner with the City to develop a long term master plan; implement a water management plan; host a variety of community special events and maintain the adjacent football/soccer fields.

The annual plan for the first year is included in the contract. Thereafter, the annual plan is to be prepared by AGC sixty (60) days in advance of each operating year. The annual plan consists of a budget, which must include, for ensuing years, estimates covering the projected revenues and projected expenditures. The annual plan is subject to the prior written approval of the City and cannot go into effect without such approval. AGC must provide to the City monthly updates to the annual plan.

Additionally, within sixty days after the end of each operating year, AGC must provide to the City financial statements, including a balance sheet, a profit and loss statement and actual versus budget comparison showing the results of operation of the facility for such year. AGC must also provide monthly reports within twenty days after the end of each calendar month, with monthly and year-to-date financial statements, which shall include a balance sheet, a profit and loss statement showing the results of operation of the RRGCC for such month and year to date. The City can at any time request to audit of the financial statements by an independent certified public accounting firm.

Further, AGC is committed to being an active member of the community through its American Golf Foundation, a 501(c)(3) and 509(a)(2) public charity, by hosting a variety of golf and non-golf events such as movie nights, 4th of July, concerts at the course, food/beverage tastings, 5k or 10k runs, tournaments, disc and foot golf, and youth activities. In addition, AGC will take over the maintenance of the adjacent football/soccer fields from the City's Parks Division. The football/soccer fields are currently used by Oxnard youth soccer leagues and the Dallas Cowboys.

The management agreement requires AGC to deposit all monies received by AGC into the City's bank account. AGC will also establish its own separate bank account for the full operations of RRG, into which the City will initially deposit \$500,000 as the working capital amount. Over time, as funds accrue in the City's bank account, the City will deposit additional funds for ongoing operations into AGC's separate account. At no time will funds be commingled.

LIVING WAGE

The City currently has a living wage ordinance that requires workers subject to that rate to earn \$15.67 per hour. That amount increases annually with CPI; starting this July, the rate will increase to \$16.19. For reference, California's minimum wage is currently \$11.00 per hour for employers with 25 employees or less and \$12.00 per hour for employers with 26 employees or more. That means when this contract begins in July, since AGC is a large company, the differential between living wage and minimum wage would be \$4.19 for the upcoming year.

According to Pro Forma Advisors, LLC, the majority of golf course maintenance, golf operations and food and beverage employees earn at, or slightly above, the California minimum wage. That is why neighboring courses such as the ones in the City of Ventura and the County of Ventura do not require the payment of living wage although those entities also have living wage ordinances in effect. Under the High Tide agreement that is expiring at the end of the month, High Tide was not subject to the City's Living Wage Policy for the golf course operations. Thus, staff recommends that the Council exempt RRG from the City's Living Wage Policy so RRG can operate on a level playing field with its principal competitors.

Additionally, according to AGC, given the number of employees affected by the minimum wage, the differential between minimum wage and living wage in this contract would translate to about \$188,000 in year one. Because minimum wage is increasing one dollar a year but living wage increases by CPI, which is less than one dollar a year, the two wage requirements converge over the next several years such that by the third year, this differential narrows to about \$103,000 per year. Nonetheless, over the three year management term, the differential will total is close to \$436,000.

Year	Cost differential of living wage
Year 1	\$188,000
Year 2	\$145,000
Year 3	\$103,000
TOTAL	\$436,000

Thus, given the City’s current fiscal position, staff recommends that the Council exempt RRGC from the City’s Living Wage Policy.

WATER

Irrigation water at RRGC is supplied from groundwater from United Water Conservation District and reclaimed water provided by the City’s Water Division. This water is not treated like the City’s potable water and is strictly used for landscaping and turf. The annual consumption ranges between 700 to 800 acre feet for the two courses. The courses currently irrigate on a cycle of two months of groundwater, followed by one month of reclaimed water. This is because the groundwater has a high salt content and the reclaimed water is used to flush the salts out of the upper layers of soil. (This high salt content is also the reason that these wells are not considered potable water wells). The maximum allocation of groundwater from Water Well #18 is 600 acre feet per year at a cost of approximately \$270 per acre foot, which includes the pumping cost. The cost of reclaimed water is approximately \$1,455 per acre foot. The new management agreement includes among operational expenses all utility expenses, which includes water. Assuming groundwater will supply two-thirds and reclaimed water one-third of the water requirements, total water costs for River Ridge currently ranges from \$500,000 to \$600,000 per year.

To reduce water operating expenses, staff proposes that the RRGC purchase Water Well #27 from the City’s Water Utility at a cost of \$135,523, based on an appraisal performed by Hopkins Groundwater Consultants. This will allow for 200 to 250 acre feet of groundwater per year to be purchased at a cost of \$248 per acre foot, which cost excludes the pumping cost, rather than \$1,455 per acre foot cost of reclaimed water. The purchase of Water Well #27 would reduce the annual usage of reclaimed water, potentially saving approximately \$300,000 annually in water expenses for RRGC.

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

With this new agreement, RRGC should no longer be dependent on the General Fund for operations. Attachment 1 presents River Ridge Pro Forma Operating Income Projections reflecting historical performance, but also the introduction of new operating programs to increase customer participation, targeted reductions in operating expenses, and the purchase of Well #27. The projected surpluses would allow for the implementation of an RRGC capital improvement or sinking fund.

River Ridge Pro Forma Operating Income Projections, Attachment 1 reflects the exemption of the Living Wage Policy. The below table summarizes pro forma income for three years of the projection period, compared with actual Fiscal Year 2017-18 performance. The pro forma projections are shown under two alternative scenarios. The first is a net operating income “baseline” prepared by the City’s consultant, Pro Forma Advisors, LLC, while the second is AGC’s projected income estimate. The pro forma projections do not include City administrative costs and allocations, reserves for maintenance equipment replacement, or reserves for current and future capital improvements.

Operating Income Projections – Living Wage Policy Exempt		
Year	Pro Forma Advisors, LLC - Consultant	AGC’s
Actual FY18	\$211,000	\$211,000
Year 1	\$468,000	\$526,000

Year 2	\$693,000	\$802,000
Year 3	\$543,000	\$793,000

Attachment 2, River Ridge Pro Forma Operating Income Projections, reflects the same scenario; however, in this instance the Living Wage Policy is applied. This is summarized in the table below.

Operating Income Projections – Living Wage Policy Applied		
Year	Pro Forma Advisors, LLC - Consultant	AGC's
Actual FY18	\$211,000	\$211,000
Year 1	\$280,000	\$338,000
Year 2	\$432,000	\$657,000
Year 3	\$280,000	\$690,000

Staff recommends the Golf Course Development Fees be used to purchase Water Well #27 and for the initial infusion of working capital. This development fee was established specifically for use at the RRGC. Currently, there's approximately \$2.2 million in the Golf Course Development Fees available for the RRGC.

The funds for working capital will be a one time deposit from Golf Course Development Fees to get started and thereafter funds will derive from RRGC revenues. The proposed FY 2019-20 budget contains an appropriation to purchase Water Well #27 but not to provide ongoing cash as working capital to AGC. Therefore, staff will return to City Council shortly with a separate appropriation request for Fund 651-Golf Course Operating Fund for RRGC's working capital. If the contract is approved, there will also be a need to ask City Council to recognize in the FY 2019-20 budget, and in subsequent years, the gross revenue of Fund 651-Golf Course Operating Fund and the gross expenditures. Up to now, under the current golf course management contract, only the net revenues have been appropriated in the City's budget.

COMMITTEE OUTCOME

At its June 11, 2019 meeting, the Public Works and Transportation Committee voted 3-0 to move this item forward to the full City Council without a recommendation.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. River Ridge Management Agreement (followed by redline)
2. Pro Forma with Living Wage Policy Exemption
3. Pro Forma incorporating Living Wage Policy
4. River Ridge Golf Course ACG Agreement Presentation June 18

MANAGEMENT AGREEMENT

This MANAGEMENT AGREEMENT (“Agreement”) is made and entered into effective as of July 1, 2019 (the “Commencement Date”) by and between the City of Oxnard, California (“Owner”), and AGC Management, LLC, a Delaware limited liability company (“Manager”).

RECITALS

A. Manager, together with its affiliates, is engaged in the ownership, management and operation of golf courses and country clubs throughout the United States.

B. Owner is the owner and lessee of that certain real property located at Oxnard, California, known as “River Ridge Golf Club” which includes two golf courses, clubhouse and other related amenities, buildings, structures and improvements related thereto, as depicted on Exhibit “A” to this Agreement (the “Facility”).

C. The Facility has previously been operated by High Tide & Green Grass, Inc. (“Prior Operator”) under an agreement with the City which has expired.

D. Owner is also the owner of the football fields located adjacent to the Facility which are currently used by the Dallas Cowboys (the “Practice Fields”).

E. Owner desires to utilize the services and expertise of Manager in the management, and operation of the Facility and maintenance of the Practice Fields, and Manager desires to render such services upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Owner and Manager hereby agree as follows:

ARTICLE 1 - DEFINITIONS

As used in this Agreement, terms not otherwise defined in the body of this Agreement shall have the respective meanings set forth in Exhibit “A-1” to this Agreement.

ARTICLE 2 - TERM OF AGREEMENT

2.1 Term. The term of this Agreement shall commence on the Commencement Date and shall continue for a period of three (3) years (the “Initial Term”). Upon expiration of the Initial Term, Owner may, in its sole discretion, elect to renew this Agreement for up to two (2) additional one (1) year terms (each a “Renewal Term”) by setting forth its intention to so renew in writing no later than sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. The Initial Term and Renewal Term(s) (if applicable) are collectively referred to herein as the Term.

ARTICLE 3 - OPERATING RESPONSIBILITIES

3.1 Grant to Manager. Except as otherwise expressly provided in this Agreement, Owner grants to Manager the right to manage and operate the Facility pursuant to the terms of this Agreement, and Manager agrees it will manage and operate the Facility in accordance with the approved Annual Plan, and in a manner comparable to and consistent with the management and

operational practices of Comparable Facilities to the extent established in the Annual Plan and approved by Owner (except as otherwise set forth in this Agreement). Manager shall perform its services in a professional, timely and diligent manner. Without in any way limiting Manager's right to manage and operate the Facility in accordance with the terms of this Agreement, Manager, subject to the approval of Owner and in accordance with the Annual Plan and the terms of this Agreement, shall have the authority and responsibility to: (a) implement each approved Annual Plan; (b) determine, establish, and implement the policies, standards, and schedules for the operation and maintenance of the Facility and all matters affecting customer relations; (c) hire, train, and supervise the general manager, course superintendent, and all Facility employees; (d) supervise and direct all phases of advertising, sales, marketing and business promotion for the Facility; and (e) establish payroll procedures and functions for the Facility. To the extent the foregoing duties are discussed, detailed or included in the Annual Plan, Manager will carry out such duties consistent with the Annual Plan. Owner agrees it will reasonably cooperate with Manager to permit and assist Manager to carry out its duties under this Agreement provided Manager provides reasonable advance notice for such cooperation and assistance. Manager shall work with, and obtain any necessary approvals from, the Owner's designated project manager, the City of Oxnard City Manager, and/or the Owner's designated Department Director.

3.2 Annual Plans.

3.2.1 Preparation. Manager will submit to Owner at least sixty (60) days in advance of each Operating Year an "Annual Plan" consisting of (a) a budget which shall include for the ensuing year estimates covering the projected revenues of the Facility (broken down on a line item basis) and the projected expenditures for (i) property operations and ordinary repairs, replacements, alterations and maintenance, including the Practice Fields (ii) Furnishings and Equipment and Operating Inventory, (iii) advertising, sales, and business promotion and (iv) employee Compensation and (b) an operating/business plan for the Facility setting forth a marketing and promotions plan, a schedule of proposed golf charges, an operating schedule (which shall include hours of operation and staffing levels), a maintenance plan, and to the extent applicable, membership sales plans, membership dues and initiation fee schedules. Owner acknowledges that the Annual Plans and budgets and operating/business plans contained therein are estimates and will not and do not constitute a guarantee of the actual revenues or expenses of operating the Facility. The parties understand that, as provided in Article 10, budgets for Major Capital Improvements will be treated separately and will not form part of the Annual Plans. The Annual Plan for the initial Operating Year is attached as Exhibit "B" to this Agreement.

3.2.2 Approvals. Each Annual Plan shall be subject to the prior written approval of Owner, and the new Annual Plan for a given Operating Year cannot go into effect without such approval from the Owner's designated project manager, the City of Oxnard City Manager, and/or the Owner's designated Department Director, such approval not to be unreasonably withheld. It is contemplated by the parties that the Annual Plan will be agreed upon by the parties not later than thirty (30) days following delivery of the Annual Plan by Manager to Owner. If Owner fails to advise Manager of any objections to the Annual Plan within such 30-day period, then Owner shall be deemed to have approved the Annual Plan as submitted. In the event of a dispute with regard to an Annual Plan, the parties shall use good faith efforts to resolve such dispute. Pending the resolution of such dispute, Manager shall continue to manage and operate the Facility in accordance with the standards set forth in this Agreement and the most recent approved Annual

Plan, as it may have been mutually amended by the parties during the preceding year in accordance with the Agreement, at a level of expenditures comparable to those of the preceding year subject to reasonable increases in Operating Expenses requested by Manager and approved by Owner due to (a) increases in the number of guests using the Facility, (b) increases in Gross Revenues, or (c) other matters beyond the reasonable control of Manager (e.g., without limitation, increases in utility charges, etc.). Once approved, Manager may propose amendments or revisions to the Annual Plan to take into consideration variables or events that did not exist, or could not be anticipated by Manager, at the time the Annual Plan was prepared. Any such proposed amendments or revisions shall be submitted in writing and shall be subject to Owner's prior approval. Further, Manager and Owner shall meet on a monthly basis during the Term to review the Annual Plan, discuss the revenues and expenditures during the prior month, identify any discrepancies between the Annual Plan and actual expenditures, and to the extent commercially reasonable and practicable in order to permit Manager to continue operating the Facility and maintaining the Practice Fields to the standards required herein, consider potential revisions to the Annual Plan as may be necessary to address any reduced revenues or increased expenses which were not contemplated in the Annual Plan.

3.2.3 Compliance. Manager shall use its best efforts to operate the Facility in accordance with the applicable Annual Plan. If Manager reasonably anticipates that Operating Expenses will exceed amounts so budgeted in the Annual Plan for a given Operating Year, it shall promptly notify Owner of the same.

3.2.4 Emergency Expenditures. Notwithstanding anything in this Agreement to the contrary, in the event an emergency arises by act of God or any event or act beyond the control of Manager, or a dangerous condition exists that requires immediate repair, or a governmental directive or order is issued to Owner, Manager is authorized to take such actions as may in its reasonable discretion be required (including expending any funds reasonably necessary to respond to such condition or event) to the extent required by that emergency; provided, however, that Manager shall immediately notify Owner of the emergency situation (or governmental directive or order) and the action Manager proposes to take, or has taken (including the amount of any expenditures).

3.3 Technical Assistance Services. During the Term, Manager will provide, as needed, certain supervisory and consulting services to the Facility from Manager's regional and corporate technical assistance services program, including business planning and budgeting, Capital Improvement planning, training, security, marketing and sales, central purchasing, merchandising, food and beverage, maintenance, human resources, and legal compliance. Except as provided in Section 3.4 below, these services will be provided by Manager without any additional charge to Owner.

3.4 Special Consulting Services. In addition to the services described in Section 3.3 above, upon Owner's prior written request and approval, Manager may provide to the Facility additional consulting services not contemplated by this Agreement which would not otherwise be performed in the ordinary course of day-to-day operations of the Facility, including but not limited to special legal consultation, construction and design consultation and construction

supervision related to Major Capital Improvements (“Special Services”). Upon Owner’s written request for the performance of a Special Services project, Manager shall prepare a scope of work and budget and submit to Owner for review and approval. Manager shall not commence any Special Services project without Owner’s prior approval.

3.5 Responsibilities of Manager. Without in any way limiting Manager’s right and obligation to manage and operate the Facility in accordance with and subject to the Annual Plan, Manager shall, in its own name or in the name of Owner or as the authorized agent of Owner as may be applicable, perform the following services, or cause the same to be performed for the Facility:

(a) enter into contracts for the furnishing of utilities and maintenance and other services to the Facility, in Manager’s name, provided however that (a) any such contract which is for a term terminating after the next Annual Plan is due and for an aggregate cost in excess of five thousand dollars (\$5000) and is not otherwise approved via an Annual Plan shall be approved in advance by Owner, and (b) in the event of a termination of this Agreement for any reason, Owner or Owner’s designee shall assume any such contracts which are then in effect and unexpired at the time of such termination and indemnify and hold harmless Manager from and against any additional obligations thereunder which may accrued after termination of this Agreement;

(b) make all repairs, decorations, revisions, alterations and improvements to the Facility as shall be reasonably necessary for maintenance of the Facility in good, safe and sanitary order, condition and repair, and additionally perform all necessary maintenance and repairs to the Practice Fields, including without limitation, the annual maintenance services described on Exhibit “C” attached hereto and in at least the same manner as described on Exhibit “C-1”; all such maintenance, repairs, decorations, revisions, alterations and improvements noted in this section to be Operating Expenses of the Facility. Manager shall have no authority to operate, use or perform any services related to the Practice Fields, other than the maintenance services set forth on Exhibit C-1, and shall not in any way be deemed to be the operator or manager or insurer of the Practice Fields, or the employer of personnel dedicated solely to the operation of the Practice Fields, or responsible for the Practice Fields in any way other than as set forth on Exhibit C-1;

(c) incur such expenses, as Operating Expenses of the Facility, as shall be necessary for the operation and maintenance of the Facility to the quality standards contemplated by this Agreement and the Annual Plans, including without limitation incurring lease expenses for Furnishings and Equipment and costs for Operating Inventory, expenses for insurance premiums in accordance with insurance coverage required hereunder, and payment of attorney’s fees and other costs of legal compliance;

(d) maintain a level of Operating Inventory necessary to satisfy the quality standards contemplated by this Agreement and the Annual Plans and to supply the needs of the Facility and its customers;

(e) apply for, and use its commercially reasonable efforts to obtain and maintain, in addition to the liquor license described in section 3.8 below, all licenses and permits reasonably required by Owner (or by applicable Legal Requirements) in connection with the operation and management of the Facility, in Manager’s name; and Owner agrees to execute any

and all applications and such other documents as shall be reasonably required and to otherwise cooperate, in all reasonable respects, with Manager in the application for, and obtaining and maintenance of, such licenses and permits;

(f) use its commercially reasonable efforts to do, or cause to be done, all such acts and things in and about the Facility as shall be reasonably necessary to comply with all Legal Requirements, and to discharge any lien, encumbrance or other charge on the Facility, including, with Owner's prior written consent, hiring legal representation and paying attorney's fees, as an Operating Expense of the Facility, as necessary to comply with Legal Requirements and defend the Facility against legal claims;

(g) maintain a method of accounting in accordance with generally accepted accounting principles consistently applied ("GAAP") which accurately reflects the Gross Revenues and Operating Expenses and disbursements of Manager in connection with the Facility's operations;

(h) routinely inspect and report on the condition of golf course improvements, facilities and equipment;

(i) submit a 5-year Capital Improvements program plan, updated annually, to Owner before the end of November of each contract year;

(j) assist, as needed, in the preparation of the Master Plan for the Facility;

(k) work with Owner in establishing realistic goals and practices in limiting golf course irrigation water consumption;

(l) allow the meeting room to be available for Owner meetings at no cost to Owner unless the room has been rented and generating revenue;

(m) use commercially reasonable efforts to eliminate or discourage coots at the Facility using current methods (steel shot) and notify the homeowner associations prior to implementation. If Owner deems the eradication of the coots an undesirable solution, Manager's alternative approach would include a "harassment program" and the use of lawfully allowed methods to discourage the coots;

(n) comply with all applicable ordinances, resolutions and local policies, including Owner's Living Wage Policy (a copy of which is attached hereto as Exhibit "D") **[OPEN ISSUE-OWNER WILL BE REQUESTING A WAIVER OF SAID POLICY BUT IT IS UNKNOWN IF THE WAIVER WILL BE GRANTED]**; and

(o) comply with all applicable laws and regulations, including State-required prevailing wages, as this is a "public work," in accordance with Labor Code Section 1770 *et seq.* Manager shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. Manager shall post a copy of the DIR's determination of the prevailing rate of per diem

wages at the job site. Manager shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto as Exhibit “E.”

3.6 Personnel.

3.6.1 General. Subject to the Annual Plan and the terms of this Agreement, Manager shall employ all of the employees of the Facility, and all such employees shall be deemed employees of Manager and not employees of Owner or joint employees of Owner and Manager. Manager shall recruit, hire, train, discharge, promote and supervise the management staff of the Facility (i.e., the general manager or course manager, the assistant managers, the course superintendent, department heads and other key personnel), and Manager shall supervise through the management staff the recruiting, hiring, training, discharge, promotion and work of all other employees of the Facility. For a period of one year after the date of termination of this Agreement pursuant to Section 7.1, Owner shall not solicit or hire as an independent contractor, agent or employee any general manager or superintendent hired or employed by Manager after the Effective Date for the Facility, without the written consent of Manager; provided however, Owner may solicit or hire or engage any general manager or superintendent employed at the Facility prior to the Effective Date without the consent of Manager. In the event that Owner is dissatisfied with the performance of any Manager personnel, the following procedure shall be followed: (i) Owner shall communicate any complaints regarding personnel below the rank of general manager to the general manager and shall communicate complaints regarding the general manager to Manager's regional manager for the region in which the Facility is located, and (ii) Manager shall reasonably and promptly investigate and take appropriate action, as determined by Manager, with respect to Owner's complaints. All employees of the Facility shall be properly qualified for their positions. The Compensation of the management staff and all other Facility employees shall be approved by Owner as part of the Annual Plan (or, in the event that a change in management staff occurs during an Operating Year and after the Annual Plan has been finalized, then as otherwise approved in writing by Owner) and be an Operating Expense of the Facility payable by Owner in accordance with this Agreement.

3.6.2 Benefit Plans. Manager shall have the right to provide eligible employees of the Facility with profit sharing and other employee retirement benefits and disability, health and welfare benefits and other benefit plan or plans now or hereafter available to employees of Other Manager Facilities, if such benefits have been approved in the Annual Plan, and to charge the Facility with its allocable share of such Manager plan or plans.

3.6.3 Temporary Assignment of Other Manager Personnel. If Manager shall reasonably deem it advisable, and after Owner's prior written approval, Manager may temporarily assign to the Facility the general manager, the head golf professional and other members of the management staff from the employees of Manager or Affiliates of Manager or from the staff of Other Manager Facilities. During such time as these employees are temporarily assigned to the Facility, all such employees will be paid their regular Compensation, and the pro-rata share of such employees' Compensation equal to the actual time such employees worked at the Facility shall be an Operating Expense of the Facility.

3.6.4 Nondiscriminatory Treatment. Manager shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry,

ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Manager understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. Manager shall take commercially reasonable steps to ensure that its subcontractors, if any, comply with this Section 3.6.4.

3.7 Restrictions on Use of Facility.

(a) The Facility shall be used solely for the operation of a golf club, and to the extent applicable, a retail golf shop, bar and restaurant, banquet facility, driving range and such other uses and amenities as may be approved by Owner and are compatible with the operation of a golf course including, by way of illustration and not limitation, a golf school, a sports and entertainment facility, convention facilities and Community Special Events.

(b) Manager agrees not to willfully carry on any dangerous activity at the Facility or Practice Fields, or to use the Facility for any purpose which would increase existing rates of insurance or cause cancellation of any insurance policy carried by Owner or Manager. Manager shall cause the Facility to comply with all Legal Requirements relating to the condition, use and occupancy of the Facility, and shall comply with all Legal Requirements in performing maintenance of the Practice Fields.

3.8 Liquor License. Manager shall, as an Operating Expense of the Facility, obtain from Prior Operator the current liquor license issued by the State of California in Manager's name, permitting the sale of alcoholic beverages (including beer, wine and liquor) at the Facility. Manager, as Owner's agent, shall be solely responsible for liquor sales at the Facility and agrees to comply with all requirements of the rules and regulations of the State of California governing the sale of alcoholic beverages. As an Operating Expense of the Facility, Manager shall maintain in its name (and Owner shall reasonably cooperate with Manager in maintaining) the liquor license(s) in good standing, pay all required fees in connection therewith, and otherwise ensure the proper right and permission to sell alcoholic beverages at the Facility. Upon the termination of this Agreement for any reason, Manager shall cooperate in all respects and take all steps necessary to effectuate the transfer of the Facility's liquor license to Owner or Owner's designee, at no cost to Owner other than ordinary regulatory fees and reasonable attorneys' fees. From and after the termination date and continuing until the date which is six (6) months thereafter, Manager shall cooperate with Owner in Owner's efforts to obtain its own liquor licenses (or a transfer of Manager's liquor licenses) to serve alcoholic beverages at the Facility. Manager agrees, on the termination date, to enter into (or cause the holders of the current liquor licenses to enter into) mutually acceptable bills of sale, interim management agreements, concession agreements, leases and other documents reasonably relating to, among other things, the continued sale and service of alcoholic beverages at the Facility pending the transfer or issuance of all appropriate licenses and permits to Owner.

ARTICLE 4 – INSURANCE

4.1 Coverage.

(a) Manager agrees to procure and maintain, as an Operating Expense of the Facility, at all times during the Term, the insurance set forth on Exhibit “F”:

(b) Manager shall have the right to raise the minimum amount of any insurance to be maintained with respect to the Facility under Subsections 4.1(a) above to make such coverage comparable to the amount of insurance carried with respect to Other Manager Facilities, taking into account the size, character and location of the Facility. At least sixty (60) days prior to the beginning of each Operating Year, the party procuring such insurance will submit to the other party a schedule setting forth any changes to the insurance to be maintained by the procuring party during the ensuing Operating Year in connection with the Facility.

(c) The types of insurance and the coverage amounts specified in this Section 4.1 are the minimum insurance recommended by Manager in connection with the operation of the Facility. Owner acknowledges and understands that Manager has made no representations or warranties that such insurance is adequate to protect Owner. If Owner believes that any such insurance is insufficient, Owner shall provide, at Owner’s expense, such additional insurance as Owner deems adequate. Manager shall not be responsible for any losses, damages, liability, or expenses that may not be covered by any of the insurance specified in this Section 4.1.

4.2 Policies and Endorsements.

4.2.1 Policies. All insurance coverage provided for under Section 4.1 above shall be secured through policies issued by insurance companies of good reputation and of sound and adequate financial responsibility which are approved to do business in the State of California. The party procuring such insurance shall deliver to the other party all of the policies of insurance so procured, naming the other party as an additional insured, and in the case of insurance about to expire, shall deliver certificates of insurance with respect to renewal policies not less than ten (10) days prior to the respective dates of expiration.

4.2.2 Endorsements. All policies of insurance provided for under this Article 4 shall, to the extent obtainable, have attached an endorsement that such policy shall not be cancelled or materially changed without at least thirty (30) days prior written notice to Owner and Manager. All insurance policies required under Section 4.1 shall contain an endorsement to the effect that such insurance shall be primary and non-contributory to any similar insurance that may be carried by the other party.

4.2.3 Blanket Policies. Any insurance policies provided by Owner or Manager under this Article 4 may be affected under policies of blanket insurance which cover other properties in addition to the Facility, and in such case an allocable portion of the premiums for such blanket policies of insurance, as established in the approved Annual Plan, shall be charged to the Facility as an Operating Expense.

4.3 Waiver of Subrogation. Neither Manager nor Owner shall assert against the other, and Manager and Owner hereby waive with respect to each other, any claims and rights of

recovery for any losses, damages, liability or expenses (including attorneys' fees) incurred or sustained by either of them on account of injury to persons or damage to property arising out of the ownership, operation and maintenance of the Facility s, to the extent that the same are covered by the insurance required under this Article 4. Owner and Manager hereby grant to each other, on behalf of any insurance company providing insurance under this Agreement, a waiver of any right of subrogation which any insurer or party may acquire against the other party by virtue of payment of any loss under any insurance policy. Owner and Manager shall give notice to the insurance companies providing insurance under this Agreement of the mutual waiver of subrogation contained in this Section 4.3, and Owner and Manager shall cause each such insurance company to provide a written subrogation waiver indicating that such insurance company waives all right of recovery by way of subrogation which such insurance company may acquire against Owner or Manager (as the case may be) and their insurance companies.

ARTICLE 5 - MANAGEMENT FEE

5.1 Base Management Fee. In consideration of Manager's services during the Term, Owner shall pay to Manager a "Base Management Fee" equal to One Hundred Thousand Dollars (\$100,000) per year, payable in twelve (12) monthly installments of \$8,333.33. The Base Management Fee shall be paid to Manager in accordance with Section 5.3 of this Agreement.

5.2 Incentive Management Fee.

5.2.1 In addition to the Base Management Fee, Owner shall further pay to Manager an "Incentive Management Fee" equal to (i) three percent (3%) of the first \$1,050,000 of Adjusted Net Operating Income for a given Operating Year (the "Annual Threshold") and (ii) fifteen percent (15%) of the Adjusted Net Operating Income in excess of the Annual Threshold for a given Operating Year (the "15% Fee"). The Annual Threshold shall be increased annually by CPI. **[OPEN ISSUE - \$900,000 ANNUAL THRESHOLD IF THE FACILITY IS NOT EXEMPTED FROM LIVING WAGE ORDINANCE]**

5.2.2 **[APPLICABLE IF FACILITY IS NOT EXEMPTED FROM LIVING WAGE ORDINANCE]** In addition to the Base Management Fee, Owner shall further pay to Manager an "Incentive Management Fee" equal to (i) three percent (3%) of the first \$900,000 of Adjusted Net Operating Income for a given Operating Year (the "Annual Threshold") and (ii) fifteen percent (15%) of the Adjusted Net Operating Income in excess of the Annual Threshold for a given Operating Year (the "15% Fee"). The Annual Threshold shall be increased annually by CPI.

5.2.3 If, in a given Operating Year, Net Operating Income is less than \$0.00, the Incentive Management Fee for such Operating Year shall be reduced by an amount equal to the difference between \$0.00 and actual Net Operating Income. So, for example, if Adjusted Net Operating Income for a given Operating Year is \$100,000 but Net Operating Income for the same Operating Year is (-\$1000), the Incentive Management Fee would be reduced from \$3000 ($\$100,000 \times .03 = \3000) to \$2000 ($\$3000 - \$1000 = \2000). Provided however, (a) the amount of the reduction may not be greater than the amount of the Incentive Management Fee for the given Operating Year, (b) in any subsequent Operating Year for which Net Operating Income is positive, any reductions in the Incentive Management Fee from a prior Operating Year or Years

will be added to the Incentive Management Fee payable for such positive Operating Year, and (c) in the event that combined water and power costs in any Operating Year exceed the Excluded Expenses Baseline, then for purposes of this paragraph Net Operating Income shall be calculated as if combined water and power costs for such Operating Year were equal to the Excluded Expenses Baseline.

5.3 Payment Schedule. Owner shall pay Manager the Base Management Fee in advance, no later than five (5) days following the first day of each month during the Term. Owner shall pay the Incentive Management Fee, if any, to Manager within thirty (30) days following the final calculation of financial results for the Facility for the proceeding Operating Year. The Base Management Fee and Incentive Management Fee are sometimes referred to herein as “Fees.” Owner shall permit and hereby authorizes Manager to pay to Manager, from the Operating Account, all Fees which are legally due and owing hereunder.

ARTICLE 6

BANK ACCOUNTS; WORKING FUNDS; RECORDS AND REPORTS; REMOVAL OF PROPERTY

6.1 Bank Accounts. In connection with operation and management of the Facility, the following bank accounts shall be established by Owner and Manager in a bank or banks approved by Owner, and shall be subject to Owner’s control, audit and inspection (the “Bank Accounts”):

6.1.1 Owner Account and Operating Account. Owner shall establish a bank account for the Facility at a banking institution or institutions reasonably selected by Owner, such account to be in Owner’s name (the “Owner Account”). Manager shall also establish a bank account for the Facility at a banking institution or institutions solely at the discretion of Manager, such account to be in Manager’s name and sole control (the “Operating Account”). Manager will collect, receive and deposit into the Owner Account all monies received by Manager from the operation of the Facility. Owner shall deposit all funds required to be furnished by Owner as working capital funds under Section 6.3 of this Agreement into the Operating Account, and Manager will disburse those monies from the Operating Account only for the purposes set forth in this Agreement. Notwithstanding the provisions of the foregoing, Manager shall be entitled to maintain funds in reasonable amounts in “cash register banks” or in petty cash funds at the Facility but Manager shall not open any other bank accounts related to the Facility except for the Operating Account. All records and bank statements shall be subject to access and inspection by Owner pursuant to the terms recited herein. All Gross Revenues of the Facility shall be collected, received and deposited by Manager exclusively through the Owner Account. Upon termination of this Agreement for any reason, any funds remaining in the Operating Account after payment of all final expenses, costs and obligations of the Facility incurred during the Term shall be paid to Owner.

6.2 Expenditures. Manager is authorized to pay, from the Operating Account such amounts at such times as are required in connection with the ownership, operation, maintenance, repair, and improvement of the Facility and maintenance of the Practice Fields and related facilities and Manager’s performance under this Agreement in accordance with the approved

Annual Plan, subject to the provisions of this Agreement, including but not limited to all amounts specifically payable to or reimbursable to Manager hereunder.

6.3 Account Funding. Owner shall deposit into the Operating Account all funds required for Manager to operate and maintain the Facility and to maintain the Practice Fields in accordance with this Agreement and the Annual Plans, including, without limitation, funds for Manager to timely fund Operating Deficits, if any. Upon execution of this Agreement, Owner shall cause the sum of \$500,000.00 (the “Working Capital Amount”) to be deposited into the Operating Account as initial working capital for the Facility. On the first day of each month during the Term, Manager shall notify Owner of the total funds then in the Operating Account, and within three (3) business days following such notification, Owner shall deposit additional funds into the Operating Account in the amount required to bring the Operating Account balance to an amount necessary to pay the projected Operating Expenses for the upcoming month, which amount Manager shall request along with a detailed accounting of the projected Operating Expenses for the upcoming month.; Manager shall not, under any circumstance, be required to, or be deemed to have any duty to, advance any of its own funds for the operation of the Facility. Manager shall analyze all bills received for services, work and supplies in connection with maintaining and operating the Facility. Manager shall pay, on behalf of Owner, all such bills in accordance with the Annual Plan as and when the same shall become due and payable. Manager shall exercise commercially reasonable efforts to pay all bills within the time required to obtain any discounts which may be available. If there are insufficient funds in the Operating Account to make any payment, Manager shall promptly notify Owner prior to any delinquency so that Owner shall have an opportunity to transfer sufficient funds for Manager to make such payment prior to the imposition of any penalty or late charge as provided herein. In the event that Manager should advance any of its own funds for the operation of the Facility due to the failure of Owner to timely fund the Working Capital Amount as required hereunder, or to make any other payment to Manager required hereunder, Manager shall be entitled, without any further approval or authorization of Owner, to reimburse itself for such advances, from the Operating Account upon funding of the Operating Account by Owner; provided, however, that in such situation Manager shall notify Owner in writing of such reimbursement.

6.4 Insufficient Funds. Manager shall monitor the Facility’s cash flow and shall provide to Owner a report detailing projected cash flow in the event that Manager projects an Operating Deficit to occur within thirty (30) days of providing such report. If at any time funds in the Operating Account, including the anticipated monthly funding of the Working Capital Amount by Owner as set forth in Section 6.3, shall be projected to be or are insufficient to pay the Facility’s Expenses for the following month (“Operating Deficits”), Manager shall notify Owner and request a sufficient additional amount (“Additional Working Capital”) to satisfy same so that Manager will have sufficient funds in the Operating Account to prevent any delinquency in payment for such expenses, and Owner agrees to deposit such funds within seven (7) days after Manager notifies Owner. Manager shall not be obligated to advance any of its own funds to or for the account of the Facility or Owner, nor to incur any liability unless Owner has furnished Manager with funds necessary for the discharge thereof. In the event Owner fails to timely provide Manager sufficient Additional Working Capital to pay expenses, Manager shall be under no obligation to pay any bill if there are insufficient funds in the Operating Account. Notwithstanding the foregoing, if Manager advances any funds in payment of an expense authorized by the Annual Plan, or an emergency expenditure under Section 3.2.3 herein, Manager may reimburse itself from

the Operating Account; provided, however, that in such situation Manager shall notify Owner in writing of such reimbursement.

6.5 Accounting Procedures.

6.5.1 Inspection and Disclosure of Records. Upon fifteen (15) days' advance written notice to Manager setting forth the time of inspection and records to be inspected, Owner or its authorized auditors and representatives shall have access to and the right to audit and reproduce any of Manager's records to the extent Owner deems necessary to ensure Owner is receiving all monies to which Owner is entitled under this Agreement or for other purposes relating to this Agreement. Manager acknowledges that the Owner must comply with the California Public Records Act (Cal. Gov. Code §§ 6250 et seq.). Accordingly, any and all records required to be provided to Owner under this Agreement are subject to public disclosure at any time, without notice, pursuant thereto, including but not limited to this Agreement in its entirety.

6.5.2 Records Preservation. Manager shall maintain and preserve all such records for a period of at least three (3) years after termination of this Agreement. If Manager fails to make such records available within Los Angeles County, California or at a mutually agreed upon place, Manager shall promptly reimburse Owner for all reasonable costs incurred in conducting the inspection at another location, including but not limited to expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

6.6 No Default due to Lack of Funds. If Manager is unable to perform any of its agreements or covenants under this Agreement because of the failure on the part of Owner to provide the funds pursuant to Section 6.4, such failure of performance on the part of Manager shall not be deemed a default on the part of Manager and shall not give rise to any right of termination, damages or any other remedy against Manager, unless the failure to provide the funds is due to the occurrence of a breach of this Agreement by Manager or the gross negligence, willful misconduct or fraud by Manager.

6.7 Books and Records. Manager shall keep full and accurate books of account and such other records as are necessary to reflect the results of the operation of the Facility and maintenance of the Practice Fields. For this purpose, Owner agrees it will make available to Manager, or Manager's representatives, all books and records in Owner's possession relating to the Facility and to the maintenance of the Practice Fields, including contract documents, invoices and construction records. All books and records for the Facility shall be located at the Facility.

6.8 Reports to Owner. Manager will deliver, or will cause to be delivered, to Owner the following forecasts and statements:

(a) within twenty (20) days after the end of each calendar month, an update to the Annual Plan together with monthly and year-to-date financial statements which shall include a balance sheet, a profit and loss statement (on an accrual basis) showing the results of operation of the Facility for such month and for the year to date; and

(b) within sixty (60) days after the end of each Operating Year, financial statements, including a balance sheet, a profit and loss statement and actual versus budget comparison showing the results of operation of the Facility for such year (it being understood and

agreed that such annual statement will reflect the annual Base Management Fee paid to Manager, calculated as provided in Article 5).

6.9 Accounting Firm; Audit. Manager shall, if requested by Owner, hire an independent certified public accounting firm selected by Owner to audit the financial statements required under this Agreement and/or all other records or written materials used by Manager in generating the financial statements or perform agreed upon procedures requested by Owner. Manager shall promptly furnish all documents requested by Owner, train the accounting firm with respect to the use and application of Manager's accounting software and supervise the work of the accounting firm. All fees and charges of the accounting firm shall be an Operating Expense of the Facility, unless the audit determines that an error of greater than five percent (5%) was made by Manager, in which case the costs of the audit will be paid by Manager and not as an Operating Expense of the Facility. Further, the State Auditor may examine and audit Manager for a period of 3 years after final payment under the Agreement. Regardless of whether a State or private audit is performed, Manager shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by Owner, whichever occurs later.

6.10 Manager Accounting Software; Other Personal Property Owned by Manager. The parties acknowledge and understand that the accounting software used at the Facility is owned or licensed or leased by Manager, and Owner shall have no rights or interests in such software. Upon the expiration or earlier termination of this Agreement, the accounting software and other personal property at the Facility owned by Manager shall be removed from the Facility by Manager within thirty (30) days of such expiration or termination; provided, however, the financial data of and related exclusively to the Facility shall remain the property of Owner. After the thirty-day period, the accounting software and all other personal property at the Facility shall be owned by Owner if such was previously owned by Manager, and Manager shall reimburse any costs incurred by Owner in removing or returning any personal property leased by Manager or software licensed by Manager.

ARTICLE 7 - TERMINATION RIGHTS

7.1 Termination by Owner. Owner shall have the right to terminate this Agreement upon the occurrence of any one of the following events:

(a) Manager fails to keep, observe or perform any material covenant, agreement, term or provision of this Agreement, to be kept, observed or performed by Manager including, without limitation, Manager's failure to maintain, market, and promote the Facility in the manner required by this Agreement and by that year's Annual Plan, or materially increases Operating Expenses as set forth in the Annual Plan unless approved by Owner or otherwise permitted by the terms of this Agreement, and such default continues for a period of thirty (30) days after written notice of such default by Owner to Manager; or

(b) (i) Manager applies for or consents to the appointment of a receiver, trustee or liquidator of Manager or of all or a substantial part of its assets; (ii) Manager files a voluntary petition in bankruptcy or commences a proceeding seeking reorganization, liquidation, or an arrangement with creditors; (iii) Manager files an answer admitting the material allegations of a

bankruptcy petition, reorganization proceeding, or insolvency proceeding filed against Manager; (iv) Manager admits in writing its inability to pay its debts as they come due; (v) Manager makes a general assignment for the benefit of creditors; or (vi) an order, judgment or decree is entered by a court of competent jurisdiction, on the application of a creditor, adjudicating Manager a bankrupt or insolvent or approving a petition seeking reorganization of Manager or appointing a receiver, trustee or liquidator of Manager or of all or a substantial part of its assets, and such order, judgment or decree continues unstayed and in effect for any period of sixty (60) consecutive days.

Owner's right to terminate pursuant to this Section 7.1 shall be exercised upon thirty (30) days additional written notice to Manager given at any time after the applicable cure period has expired. Owner's termination notice shall specify the effective date of such termination.

7.2 Termination by Manager. Manager shall have the right to terminate this Agreement upon the occurrence of any one of the following events:

(a) Owner fails to keep, observe, or perform any other material covenant, agreement, term or provision of this Agreement to be kept, observed or performed by Owner, and such default continues for a period of thirty (30) days after notice of such default by Manager to Owner; or

(b) (i) Owner applies for or consents to the appointment of a receiver, trustee or liquidator of Owner or of all or a substantial part of its assets; (ii) Owner files a voluntary petition in bankruptcy or commences a proceeding seeking reorganization, liquidation, or an arrangement with creditors; (iii) Owner files an answer admitting the material allegations of a bankruptcy petition, reorganization proceeding, or insolvency proceeding filed against Owner; (iv) Owner admits in writing its inability to pay its debts as they come due; (v) Owner makes a general assignment for the benefit of creditors; or (vi) an order, judgment or decree is entered by a court of competent jurisdiction, on the application of a creditor, adjudicating Owner a bankrupt or insolvent or approving a petition seeking reorganization of Owner or appointing a receiver, trustee or liquidator of Owner or of all or a substantial part of the assets of Owner, and such order, judgment or decree continues unstayed and in effect for any period of sixty (60) consecutive days;

Manager's right to terminate pursuant to this Section 7.2 shall be exercised upon thirty (30) days additional written notice to Owner given at any time after the applicable cure period has expired. Manager's termination notice shall specify the effective date of such termination.

7.3 Curing Defaults. Any default by Manager or Owner under the provisions of Section 7.1 or 7.2, as the case may be, which is susceptible of being cured shall not constitute a basis for termination of this Agreement if the nature of such default shall not permit it to be cured within the cure period allotted; provided that within such cure period the alleged party in default shall have given notice of its intent to cure, has commenced to cure such default, and is proceeding to complete the cure in good faith and with reasonable diligence by a date which is not more than six (6) months after the date of notice of default.

7.4 Effect of Termination. The termination of this Agreement under the provisions of this Article 7 shall not affect the rights of the terminating party with respect to any damages it

has suffered as a result of any breach of this Agreement, nor shall it affect the rights of either party with respect to any liability or claims accrued, or arising out of events occurring, prior to the date of termination.

7.5 Remedies Cumulative. Neither the right of termination, nor the right to sue for damages, nor any other remedy available to a party under this Agreement shall be exclusive of any other remedy given under this Agreement or now or hereafter existing at law or in equity.

7.6 Indemnification re Post-Termination Events. Owner shall indemnify and hold harmless Manager and its owners, officers, directors, and employees from all costs, expenses, claims, damages, and liabilities arising or resulting from the failure of Owner following the expiration or earlier termination (for whatever cause) of this Agreement to fulfill its legal obligations to assume and provide any tournaments, banquets, meetings, and other group functions to be held at the Facility (collectively, "Events") contracted for by Manager prior to such expiration of termination of the Agreement pursuant to its rights and obligations under this Agreement (or contracted for prior to the Commencement Date), which Events are to be provided after the expiration or termination of this Agreement, provided that on or before termination of the Agreement Manager has paid to Owner an amount equal to all deposits received from clients for reservation of such Events.

7.7 Transition. Upon the termination of this Agreement, Owner and Manager shall cooperate, in good faith, to ensure an orderly transition of the management and operation of the Facility and the maintenance of the Practice Fields from Manager to Owner.

7.7.1 Employees. Subject to the provisions of section 3.6.1 of this Agreement, upon termination of this Agreement for any reason, Manager shall terminate all employees of Manager, and Owner (or Owner's designated new operator) shall rehire a sufficient number of Manager's employees at the Facility as employees of Owner (or Owner's designated new operator) so as to comply with the WARN Act and obviate any notice or other requirements thereunder.

7.7.2 Licenses and Permits. Upon termination of this Agreement for any reason, Manager shall, at no cost to Manager and Owner, if possible (and if not possible to do so at no cost to either party, then at Owner's cost), transfer any and all licenses and permits which are in Manager's name to Owner or Owner's designated new operator, and/or assist Owner or Owner's designated new operator in obtaining new licenses and permits as necessary.

ARTICLE 8 - ASSIGNMENT

8.1 Assignment.

8.1.1 Prohibited Assignments. Except as provided in Sections 8.1.2 and 8.1.3, neither party shall assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld, delayed or conditioned. It is understood and agreed that any consent granted by a party to any such assignment shall not be deemed a waiver of any consent required under this Section 8.1.1 as to any future assignment.

8.1.2 Permitted Assignment by Manager. Manager shall have the right, without the consent of Owner, to assign this Agreement to any Affiliate of Manager or in connection with the sale of all or a substantial portion of Manager's assets by providing a commercially reasonable prior written notice to Owner, provided that the Affiliate or purchaser of Manager's assets expressly assumes all of Manager's obligations hereunder, and further provided that in the event of a sale of all or a substantial portion of Manager's assets to a third party, Owner shall have the right but not the obligation to terminate this Agreement with sixty (60) days written notice to Manager.

8.1.3 Permitted Assignment by Owner. Owner shall have the right, without the consent of Manager, to assign this Agreement to any Affiliate or to any third party upon notice to Manager, provided that the Affiliate, assignee or transferee (as applicable) expressly assumes all of Owner's obligations hereunder. In the event that Owner assigns this Agreement to an unaffiliated third party without the consent of Manager, Manager shall have the right but not the obligation to terminate this Agreement upon sixty (60) days advance written notice to both Owner and its assignee, such notice to be provided no later than thirty (30) days following written notification by Owner to Manager of the assignment and identity of the assignee.

8.1.4 Remedies. Any assignment by either party of this Agreement in violation of the provisions of this Section 8.1 shall be null and void and shall result in a termination of this Agreement. In addition to any other remedies available to the parties, the provisions of this Section 8.1 shall be enforceable by injunctive proceeding or by a suit for specific performance.

8.2 Successors and Assigns. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, legal representatives, successors and assigns.

ARTICLE 9 - DAMAGE OR DESTRUCTION; EMINENT DOMAIN

9.1 Damage or Destruction. Should the Facility be destroyed or substantially damaged by fire or other casualty, Owner, by written notice to Manager given within sixty (60) days following the occurrence of such event, shall have the right to terminate this Agreement, and in such event neither party shall have any further obligation to the other party under this Agreement, except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such termination. For the purpose of this Section 9.1, the Facility shall be deemed to have been substantially damaged if, in the reasonable opinion of Owner, full and productive economic use of the Facility cannot be made and the estimated length of time required to restore the Facility substantially to its condition and character just prior to the occurrence of such casualty shall be in excess of six (6) months. If this Agreement is not terminated in the event of damage to the Facility because the damage does not amount to substantial damage as described above, then Owner shall proceed with all due diligence to commence restoration of the Facility, but only to the extent that Owner has received insurance proceeds in connection with such damage or destruction.

9.2 Eminent Domain. If all of the Facility or premises (or such a substantial portion of the premises so to make it unfeasible, in the reasonable opinion of Owner, to restore and continue to operate the remaining portion of the premises for the purposes contemplated in this Agreement) shall be taken through the exercise (or by agreement in lieu of the exercise) of the

power of eminent domain, then upon the date that Owner shall be required to surrender possession of the premises or of that substantial portion of the premises, this Agreement shall terminate and neither party shall have any further obligation to the other party under this Agreement except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such termination. If such taking of a portion of the Facility shall not make it unfeasible, in the reasonable opinion of Owner, to restore and continue to operate the remaining portion of the premises for the purposes contemplated in this Agreement, then this Agreement shall not terminate, and Owner shall proceed to repair any damage to the Facility, but only to the extent that Owner has received compensation in connection with such taking.

ARTICLE 10 - MAJOR CAPITAL IMPROVEMENTS

Any Capital Improvement involving an addition to the Facility or Practice Fields or renovation or refurbishing designed to upgrade or change the nature or image of the Facility, or Practice Fields which costs more than \$10,000 in the aggregate, shall be deemed to be a “**Major Capital Improvement.**” Any Major Capital Improvement project is in Owner’s sole control and discretion, and all costs and expenses of any Major Capital Improvement shall be paid solely by Owner. The parties acknowledge and agree that this Agreement imposes no responsibilities or obligations on the part of Manager with respect to any aspect of a Major Capital Improvement project, including design, construction, or supervision.

ARTICLE 11 - GENERAL PROVISIONS

11.1 Purchases by Manager. Manager shall use reasonable efforts to obtain the optimum combination of quality, price and terms for all purchases for the Facility or for items utilized in the maintenance of the Practice Fields utilizing its extensive contacts and experience in purchasing golf course related items. Manager shall not be entitled to any additional compensation for this undertaking other than as set forth herein. In connection with any purchases made by Manager or an Affiliate of Manager for the account of Owner, it is understood that Manager or such Affiliate may perform services as a representative of the manufacturer to secure the benefits of lower costs, and that any resulting savings shall be passed on to Owner, including representatives’ fees. In addition, all trade discounts, rebates and refunds pertaining directly to purchases for the Facility or for items utilized in the maintenance of the Practice Fields (but excluding refunds and rebates received by Manager in connection with purchasing or leasing related to all Other Manager Facilities) shall accrue to the benefit of Owner.

11.2 Purchases from Manager Affiliates. If any purchases of goods or services for the Facility are made from or through an Affiliate of Manager, the charges to the Facility for such goods or services shall be on the same terms as those made to Other Manager Facilities, and such charges shall not exceed the market prices for such goods and services. Manager shall disclose to Owner the prices paid by its Affiliates for any such goods and services. Further, in case of any actual or potential material conflict of interests as to any purchases, Manager shall (i) disclose to Owner in writing such conflict with sufficient details and specificity; and (ii) obtain a prior written approval from Owner for each instance.

11.3 Indemnities.

11.3.1 Manager's Indemnity. Manager agrees to indemnify, protect, defend and hold harmless Owner and Owner's officials, officers, and employees from and against any and all claims, demands, actions, lawsuits, proceedings, damages, liabilities, judgments, penalties, fines, attorneys' fees, costs, and expenses:

(a) which result from any act or omission constituting gross negligence or willful misconduct or fraud by Manager or any Affiliate, officer, director, agent, independent contractor, or employee of Manager in connection with Manager's performance under this Agreement or under the Annual Plans; or

(b) which result from any action taken by Manager or its Affiliates, employees or agents relating to the Facility or the maintenance of the Practice Fields (i) that is expressly prohibited by this Agreement or by any Annual Plan (unless an exception to the Annual Plan was approved by Owner or is otherwise permitted herein), or (ii) that is not within Manager's delegated authority under this Agreement or under any Annual Plan (unless an exception to the Annual Plan was approved by Owner or is otherwise permitted herein).

Manager's indemnity obligations under this Section 11.3.1 shall not apply to any acts or omissions taken (or in the case of omissions, not taken) to the extent they are at the express direction or with the express approval of Owner, or to the extent any acts or omissions taken (or in the case of omissions, not taken) constitute gross negligence or willful misconduct by Owner, unless such act or omission constitutes gross negligence or willful misconduct or fraud on the part of any employee of Manager.

11.3.2 Owner's Indemnity. Owner agrees to indemnify, protect, defend, and hold harmless Manager and its owners, officers, directors, and employees from and against any and all claims, demands, actions, lawsuits, proceedings, damages, liabilities, judgments, penalties, fines, attorneys' fees, costs and expenses relating to the Facility, or the operations thereof:

(a) To the extent relating to or arising from the presence in, on, under or about the Facility, or the escape, seepage, leakage, spillage, discharge, emission or release, of any hazardous materials, toxic substances or petroleum products (as defined or regulated under any and all applicable federal, state and local environmental, health or safety laws, ordinances and regulations) from or through the Facility (collectively, the "Hazardous Materials"), including without limitation any and all costs of any required or necessary repair, cleanup, remediation or decontamination of the Facility, and the preparation and implementation of any closure, remedial or other required plans; provided that if the presence or disturbance of the Hazardous Materials was caused by the negligence or willful misconduct on the part of Manager or any of its Affiliates, employees or agents, Manager shall not be indemnified, protected, defended or held harmless under this Section 11.3.2; or

(b) To the extent resulting from any act or omission by Manager in connection with the management and operation of the Facility (i) that is expressly authorized by this Agreement, or (ii) that is within the scope of Manager's duties under this Agreement, or (iii) that is within Manager's delegated authority under this Agreement, or (iv) that was at the express direction or with the express approval of Owner, unless and to the extent that such act or omission constitutes gross negligence or willful misconduct or fraud on the part of any employee

of Manager (and was neither at the express direction of Owner nor with the express approval of Owner) in which event Manager shall not be indemnified, protected, defended or held harmless under this Section 11.3.2.

11.4 Facility Names. The Facility and Practice Fields shall be known by such trade names and/or trademarks or logos as may from time to time be determined by Owner. All names, logos and designs used at the Facility and Practice Fields shall be the exclusive property of Owner. However, during the term of this Agreement Manager shall have a non-exclusive license to use such names, logos and designs in connection with the operation of the Facility. Manager may identify the Facility as a golf course managed and operated by Manager and may use the name “American Golf Corporation” or the initials “AGC” or the American Golf Corporation logo alone or in conjunction with other words or names or designs owned by Manager or any of its Affiliates. It is recognized that the name “American Golf Corporation” and the initials “AGC,” together with any other names, logos or designs owned by Manager or any of its Affiliates and used in the management and operation of the Facility (including without limitation any such names, logos or designs used in connection with the restaurant, banquet rooms and meeting rooms in and about the Facility but excepting any use of the names “Oxnard” or “River Ridge” or use of any version of the Oxnard logo), together with appurtenant goodwill, are the exclusive property of Manager or its Affiliates (collectively, the “Manager -Owned Names”). Accordingly, Owner agrees that no right or remedy of Owner for any default on the part of Manager under this Agreement shall, nor shall any provision of this Agreement, confer upon Owner or its successors or assigns the right to use Manager -Owned Names in the operation of the Facility or otherwise after the termination of this Agreement. In the event of any breach of this covenant by Owner, Manager, in addition to any remedies available to it under this Agreement or at law or in equity, shall have the right to injunctive relief. Anything contained in this Section 11.4 to the contrary notwithstanding, upon the expiration or earlier termination of this Agreement, Owner shall have the right to continue to use any and all items of Operating Inventory then on hand bearing any Manager -Owned Names, but shall not have the right to reorder any such items. In lieu of permitting Owner to continue to use such items of Operating Inventory bearing any Manager -Owned Names, Manager shall have the option to purchase any or all of such items at a price equal to Owner’s cost of such items. Nothing herein shall authorize Manager’s use of any version of Oxnard’s logo without prior written authorization from Owner.

11.5 Notices. All notices, demands, requests, consents, approvals, replies and other communications (“Notices”) required or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid to the addresses stated below; or (c) by deposit with an overnight express delivery service. Notice deposited with the United States Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the Postal Service. Notice by overnight express delivery service shall be deemed effective one (1) business day after deposit with the express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery. Notice also may be given by means of electronic facsimile transmission (“Fax”) or e-mail; provided, however, that in order for a Fax Notice or e-mail Notice to be deemed effective, the party giving notice by Fax or e-mail shall provide a “hard copy” of the Fax Notice or e-mail Notice thereafter to the other party pursuant to one of the three methods of “hard copy” delivery specified in this Section.

For purposes of Notices hereunder, the address of Owner shall be:

City of Oxnard, California
305 W. Third Street, Third Floor
Oxnard, California 93030
Attention: Public Works Director

With a copy to:

City Attorney
City of Oxnard
305 W. Third Street, Suite 100E
Oxnard, California 93030
Fax: 805-385-7423

For purposes of Notices hereunder, the address of Manager shall be:

AGC Management, LLC
c/o American Golf Corporation
909 Pacific Coast Highway , Suite 650
El Segundo, California 90245
Attention: Legal Department
Facsimile: (310) 664-6165

Each party shall have the right to designate a different address within the United States of America by the giving of notice in conformity with this Section 11.5.

11.6 Mortgages. No mortgage shall in any way affect the rights, duties or obligations of Owner or Manager, respectively, hereunder, and in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any mortgage, the terms and conditions of this Agreement shall control. If the Owner records a mortgage and the mortgagee thereof requests that the terms of this Agreement be subordinate to such mortgage, Manager shall execute a subordination agreement substantially in the form requested by such mortgagee, so long as such subordination agreement is reasonable and contains attornment and non-disturbance provisions reasonably acceptable to Manager. No mortgagee shall have any rights against Manager and Manager shall have no obligations to any Mortgagee except as set forth in this Section 11.6.

11.7 No Partnership or Joint Venture. Nothing contained in this Agreement shall be construed to be or create a partnership or joint venture between Owner and its successors and assigns, on the one part, and Manager and its successors and assigns, on the other part. Manager shall perform all activities hereunder as an independent contractor, and no employer-employee or principal-agent relationship shall be established by this Agreement or the performance hereof.

11.8 Modification and Changes. This Agreement may be amended or modified only by a writing signed by both parties.

11.9 Understandings and Agreements. This Agreement constitutes all of the understandings and agreements of whatever nature or kind existing between the parties with respect to Manager's management and operation of the Facility and maintenance of the Practice Fields.

11.10 Headings. The Article, Section and Subsection headings contained in this Agreement are for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

11.11 Consents. Each party agrees that it will not unreasonably withhold any consent or approval requested by the other party pursuant to the terms of the Agreement, and that any such consent or approval shall not be unreasonably delayed or qualified. Similarly, each party agrees that any provision of this Agreement which permits such party to make requests of the other party shall not be construed to permit the making of unreasonable requests.

11.12 Survival of Covenants. Any covenant, term or provision of this Agreement which in order to be effective must survive the termination of this Agreement shall survive any such termination.

11.13 Third Parties. None of the obligations under this Agreement of either party shall run to or be enforceable by any party other than the parties to this Agreement or by a party deriving rights under this Agreement as a result of an assignment, subordination or similar agreement permitted pursuant to the terms hereof.

11.14 Waivers. No failure by Manager or Owner to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy consequent upon the breach of this Agreement shall constitute a waiver of any such breach or any subsequent breach of the same covenant, agreement, term or condition. No covenant, agreement, term or condition of this Agreement and no breach of this Agreement shall be waived, altered or modified except by a written instrument. A waiver of any breach of this Agreement shall only affect this Agreement to the extent of the specific waiver, and all covenants, agreements, terms and conditions of this Agreement shall continue in full force and effect.

11.15 Applicable Law; Venue. This Agreement shall be construed and interpreted in accordance with, and shall be governed by, the laws of the State of California. Venue for any action relating to this Agreement shall be properly in Ventura County, CA, Superior Court. Manager shall comply with all applicable laws in the performances of services hereunder.

11.16 No Presumption Regarding Drafter. Owner and Manager acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between Owner and Manager, and that this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem either Owner or Manager to be the drafter of this Agreement, and therefore no presumption for or against the drafter shall be applicable in interpreting or enforcing this Agreement.

11.17 Enforceability of Any Provision. If any term, condition, covenant, or obligation of this Agreement shall be determined to be unenforceable, invalid, or void, such

determination shall not affect, impair, invalidate, or render unenforceable any other term, condition, covenant, or obligation of this Agreement.

11.18 United States Currency. All amounts payable pursuant to this Agreement shall be paid in lawful money of the United States of America.

11.19 Counterparts. This Agreement and any amendment may be executed in counterparts, and upon all counterparts being so executed each such counterpart shall be considered as an original of this Agreement or any amendment and all counterparts shall be considered together as one agreement. A signed copy of this Agreement transmitted by fax or email to either of Owner or Manager shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

11.20 Gender and Number. Whenever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of certain gender shall be deemed to include either of both of the other genders.

11.21 Further Assurance. Owner and Manager agree that at any time or from time to time after the execution of this Agreement, each shall, upon the request of the other, execute and deliver such further documents and do such further acts and things as such party may reasonably request in order to fully effect the purpose of this Agreement.

11.22 Waiver of Jury Trial. The parties hereby waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto on any matter whatsoever arising out of or in any way connected with this Agreement.

11.23 Documents and Materials. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Manager pursuant to this Agreement specifically for the Facility and not for use at any other facilities operated by Manager ("Documents and Materials") shall be the Owner's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the Owner without restriction or limitation upon their use, duplication or dissemination by the Owner. Manager shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Manager hereby assigns to the Owner all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the Owner pursuant to this Section 11.23. Manager shall deliver all Documents and Materials to Owner's Project Manager upon completion of the services or termination of this Agreement as an expense of the Facility. Additionally, anytime at Owner's request, Owner shall be entitled to possession of, and Manager shall furnish to Owner's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost to Owner. In both situations, if Manager prepares Documents and Materials on a computer, Manager shall provide Owner with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the Owner. Manager may retain copies of these Documents and Materials but must request

permission from the Owner before use, duplication or dissemination of these Documents and Materials for any purpose other than for the services provided to the Owner pursuant to this Agreement. Any substantive modification of the Documents and Materials by Owner staff or any use of the completed Documents and Materials for other Owner projects, or any use of incomplete Documents and Materials, without the written consent of Manager, shall be at Owner's sole risk and without liability or legal exposure to Manager. Manager warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the services and the production of all Documents and Materials, and that the Owner has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Manager shall defend, indemnify and hold Owner's officials, officers and employees harmless from any loss, claim or liability in any way related to a claim that any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Manager shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the Owner is held to constitute an infringement and the use of any of the same is enjoined, Manager, at its own expense, shall: secure for Owner the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for Owner; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This Section 11.23 shall survive the termination of this Agreement.

11.24 Confidential Information.

a. For the purposes of this Agreement, "confidential information" means all data or information, in whatever form transmitted, relating to the past, present or future business affairs of Owner, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to Owner, or to a third party whose information is in Owner's possession or control under obligations of confidentiality, and which is disclosed to Manager or is developed by Manager in whole or in part at Owner's expense.

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254(n) and 6255, which exempts Owner's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, Owner will provide the requested information to Manager pursuant to the terms of this Agreement, and Owner's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by Manager without the written consent of Owner, except as may be necessary for Manager to fulfill its obligations to Owner.

d. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Manager at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Manager, (ii) is communicated to a third party with the express written consent of Owner and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Manager and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Manager shall immediately provide Owner with written notice and a reasonable opportunity for Owner to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

e. Manager shall use reasonable care to protect the confidential information. In the event of a breach or threatened breach of this Agreement, Owner shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Manager. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

f. Other than an obligation upon Owner to deal in good faith, Owner makes no warranties and shall bear no liability or responsibility for errors or omissions in any confidential information disclosed under this Agreement or for any business decisions made by Manager in reliance on any confidential information disclosed under this Agreement.

g. Manager will use the confidential information solely for the limited purposes of providing the services and fulfilling its obligations hereunder.

h. Except as otherwise agreed upon by the Parties, Manager shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to Owner, Manager acknowledges and agrees that: the confidential information is valuable to Owner, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to Owner; and that Owner could be entitled to seek injunctive relief, specific performance or both if Manager breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of Owner. Following Manager's completion of the Services, Manager shall promptly destroy all such confidential information in its possession or control and certify such destruction to Owner in a writing signed by an authorized representative.

k. This Section 11.24 shall survive the termination of this Agreement.

11.25 Conflict of Interest. If, in performing the Services set forth in this Agreement, Manager makes, or participates in, a "governmental decision" as described in Title 2, Section

18700(c)(4) of the California Code of Regulations, or performs the same or substantially all the same duties for Owner that would otherwise be performed by an Owner employee holding a position specified in Owner's conflict of interest code, Manager shall be subject to Owner's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Manager's personnel providing the services set forth in this Agreement. Furthermore, Manager shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Manager "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by Owner on any matter in connection with which Manager has been retained pursuant to this Agreement.

11.26 Force Majeure. Neither Owner nor Manager shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

11.27 Manager's Representations. Manager warrants and represents that: (a) Manager is experienced in the management of public golf courses, and will to the best of its ability perform the services hereunder in accordance with the terms and conditions as set forth in this Agreement; (b) to the best of Manager's knowledge, there are no obligations, commitments or impediments of any kind that will prevent Manager's full performance under this Agreement; (c) to the extent required by the standard of practice, Manager has considered and fully understands the scope of services set forth hereunder.

11.28 Compliance with Laws. In performing the services under this Agreement, Manager shall comply with all applicable laws, ordinances and regulations. Before providing any services under this Agreement, Manager shall, at its own expense, obtain and maintain any certificates, licenses and permits which may be required to permit Manager to do business in the City of Oxnard, including a City of Oxnard business tax certificate. For clarity and the avoidance of doubt, nothing in this section 11.29 shall require Manager to expend its own funds to obtain all necessary licenses, permits and certificates required for the operation of the Facility and the business conducted at the Facility, the costs of which will be an Operating Expense of the Facility.

11.29 Intellectual Property Warranties and Representations. Manager warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the services. Manager shall bear the costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services hereunder, provided however that a portion of such costs, commensurate with the usage of the foregoing in the operation of the Facility, shall be allocated as an Operating Expense of the Facility as set forth in the Annual Plan.

11.30 Taxes. Manager shall be liable for and agrees to pay promptly and prior to delinquency, at its own expense and not as an Operating Expense of the Facility, any tax or assessment which may be levied by any governmental authority solely against Manager, related to Manager's corporate existence or corporate operations, separate and independent from any taxes which are levied by any governmental authority and related to the ownership, operation or possession of the Facility, which shall be Operating Expenses of the Facility.

[REMAINDER OF PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed effective as of the day and year first written above.

“OWNER”

CITY OF OXNARD, CALIFORNIA

By: _____
Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Date

“MANAGER”

AGC Management, LLC

By: _____
Name: _____
Title: _____

¹ Owner requires the following for any contract:

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

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

EXHIBIT A
FACILITY MAP
(See Attached)



RIVER RIDGE GOLF CLUB

EXHIBIT A-1 - DEFINITIONS

Affiliate means any and all corporations, partnerships, trusts, limited liability companies and other entities directly or indirectly controlled by, controlling, or subject to direct common control of an entity or person.

Adjusted Net Operating Income means Gross Revenues minus Net Operating Expenses.

Capital Improvements means any alteration or addition to, or rebuilding or renovation of, the Facility which is considered a capital expenditure under GAAP, the cost of which is not charged to ordinary property operations, repair, replacement, alteration and/or maintenance.

Community Special Events means hosting a variety of golf and non-golf events such as movie nights, 4th of July, concerts at the course, food/beverage tastings, 5k or 10k runs, tournaments, disc golf, foot golf and youth activities/programs.

Comparable Facilities means (i) Olivas Links and Buenaventura both in Ventura, California, (ii) Los Robles in Thousand Oaks, California and (iii) Rustic Canyon Golf Course in Moorpark, California.

Compensation means the direct salaries and wages paid to or accruing for the benefit of any manager or other employee, together with all fringe benefits payable to or accruing for the benefit of such manager or other employee, including employer's contribution under the Federal Insurance Contributions Act ("FICA"); unemployment compensation, or other employment taxes; pension fund contributions, worker's compensation, group life and accident and health insurance premiums as well as any payments made by Manager which fall within the deductible amounts of any such policies; profit sharing; retirement; disability; and other similar benefits but only to the extent established in the Annual Plan and approved by Owner or otherwise approved by Owner as set forth in Section 3.6.1.

CPI means The United States Department of Labor, Bureau of Labor Statistics, All Items Consumer Price Index for All Urban Consumers (all items for Los Angeles – Long Beach – Anaheim, California on the basis of 1982 - 1984 equals 100). Notwithstanding the foregoing, if the format or components of the CPI are materially changed after the date hereof, then Owner and Manager shall mutually agree to a substitute index which is published by the Bureau of Labor Statistics or similar agency and which is most nearly equivalent to the CPI in effect as of the date hereof.

Excluded Operating Expenses means utility costs, insurance premiums (excluding workers compensation), cart and equipment lease payments, Capital Improvements, personal property taxes, and any possessory interest taxes owed by Owner.

Furnishings and Equipment means all furniture, furnishings, trade fixtures, apparatus and equipment, including golf course maintenance vehicles and equipment, golf carts, driving range pickers and pullers, mats, buckets, cash registers, rental golf clubs, ball washers, benches, uniforms, and other personal property used in or held in storage for use in the operation of the

Facility, other than Operating Inventory and fixtures attached to and forming part of the Improvements.

Gross Revenues means all amounts received as a result of the operation of the Facility and the sale of goods and services at the Facility, determined on an accrual basis and consistent with the income/operating statements generated by Manager in the ordinary course of business. Gross Revenues shall include, without limitation, the following generated at the Facility: all green fees; rental fees for golf carts, golf clubs, and other rental items; range balls; rental and concession payments; food and beverage sales; liquor sales; revenue generated from space rentals and from meetings, banquets, parties, receptions, tournaments, and other group gatherings; merchandise sales; instruction fees; vending sales (or, if applicable, receipts from vending companies); and proceeds from business interruption insurance. Gross Revenues shall not include the following:

- (a) Cash refunds or credits allowed on returns by customers;
- (b) Sales taxes, excise taxes, gross receipts taxes and other similar taxes now or later imposed upon the sale of food, beverages, merchandise or services and paid to the appropriate taxing authority, whether added to or included in the selling price;
- (c) Fees charged by a golf professional functioning as an independent contractor for the teaching of golf lessons and instruction to the extent the Facility operation does not receive revenue from such golf lessons
- (d) Receipts in the form of refunds from, or the value of merchandise, supplies or equipment returned to, shippers, suppliers or manufacturers;
- (e) The amount of any gratuities paid or given by customers to Facility employees;
- (f) Proceeds of insurance other than business interruption insurance or similar types of insurance;
- (g) Any interest earned on any Owner provided bank account or funds;
- (h) The actual uncollectible amount of any check or bank draft received as payments for goods or services and returned from a bank as being uncollectible; and
- (i) The actual uncollectible amount of any sale of merchandise or services for which a credit card was accepted.

Legal Requirements means all laws, statutes, ordinances, orders, rules, regulations, permits, licenses, authorizations, directives and requirements of all governments and governmental authorities, which now or hereafter may be applicable to the Facility and/or the maintenance of the Practice Fields and the operation of the Facility and/or the maintenance of the Practice Fields.

Major Capital Improvements has the meaning set forth in Article 10.

Net Operating Expenses means Operating Expenses minus Excluded Operating Expenses.

Net Operating Income means Gross Revenues minus Operating Expenses plus any expenses for Capital Improvements.

Operating Expenses means utility costs, costs of purchasing Operating Inventory, Compensation and expenses of the management staff and other employees directly employed at the Facility, advertising and promotion, ordinary repairs, replacements, alterations and maintenance, cart and equipment lease payments, insurance premiums, the Base Management Fee, taxes and all other expenses relating to the operation of the Facility and/or payable under the Annual Plan that would be expensed in accordance with GAAP, except as provided in the next paragraph. Operating Expenses shall not include principal and interest payments on any promissory note or other debt instrument and payments under a deed of trust or mortgage (if any); depreciation; amortization; costs incurred as a result of any assignment of this Agreement or sale of the Facility; income taxes paid or payable by Owner on the income from the Facility.

Operating Inventory means consumable items used in or held in storage for use in the operation of the Facility, including scorecards and cart tickets, driving range balls, professional shop merchandise, food and beverages, paper and plastic ware, fuel, cleaning materials, fertilizers, pesticides, linens, glassware, sanitation supplies and other similar items.

Operating Year means any 365 day period during the Term beginning on the Commencement Date or any anniversary of the Commencement Date.

Other Manager Facilities means all other golf course facilities within the United States owned, leased, managed and/or operated, directly or indirectly, by Manager.

Excluded Expense Baseline means \$900,000 for the initial Operating Year of the Term, plus three percent (3%) per annum for each Operating Year thereafter.

EXHIBIT B

**ANNUAL PLAN FOR
INITIAL OPERATING YEAR**

(See Attached)

River Ridge

Twelve Month Spread - 2019-20 Fiscal Year Plan

	Jul-19 Plan	Aug-19 Plan	Sep-19 Plan	Oct-19 Plan	Nov-19 Plan	Dec-19 Plan	Jan-20 Plan	Feb-20 Plan	Mar-20 Plan	Apr-20 Plan	May-20 Plan	Jun-20 Plan	Fiscal Year Total
Summary Income Statement													
Revenue													
Green Fees	255,000	245,000	170,000	160,000	151,000	152,000	150,000	150,000	155,000	160,000	175,000	185,000	2,108,000
Cart Rental	78,000	73,000	69,000	67,000	56,000	56,000	50,000	50,000	56,000	61,000	66,000	66,000	748,000
Driving Range	18,000	21,400	22,600	26,900	28,000	31,200	29,200	31,300	37,600	41,800	46,000	46,000	380,000
Instruction	1,000	1,000	1,000	1,000	500	500	500	500	1,000	1,000	1,000	1,000	10,000
Merchandise	20,500	20,500	20,000	19,200	19,200	19,000	17,000	17,000	18,500	19,000	20,500	20,500	230,900
Food	45,000	45,000	43,000	42,000	41,000	46,000	30,000	30,000	42,000	44,000	45,000	46,000	499,000
Beverage	23,000	23,000	23,000	23,000	22,000	25,000	18,000	18,000	22,000	23,000	23,000	23,000	266,000
Other	8,500	8,500	8,500	8,200	8,200	9,400	4,800	4,800	8,300	8,300	8,500	8,500	94,500
Gross Revenue	449,000	437,400	357,100	347,300	325,900	339,100	299,500	301,600	340,400	358,100	385,000	396,000	4,336,400
Cost of Sales													
Merchandise	13,950	13,950	13,600	13,040	13,040	12,900	11,540	11,540	12,550	12,900	13,950	13,950	156,910
Food	13,500	14,310	13,760	13,440	13,120	14,720	9,600	9,600	13,440	14,080	14,400	14,720	158,690
Beverage	6,210	6,210	6,210	6,210	5,940	6,750	4,860	4,860	5,940	6,210	6,210	6,210	71,820
Total Cost of Sales	33,660	34,470	33,570	32,690	32,100	34,370	26,000	26,000	31,930	33,190	34,560	34,880	387,420
Gross Profit	415,340	402,930	323,530	314,610	293,800	304,730	273,500	275,600	308,470	324,910	350,440	361,120	3,948,980
Payroll													
Golf	11,218	11,218	10,645	10,645	10,073	10,073	10,073	10,073	11,041	11,790	12,363	12,363	131,571
Carts & Range	16,485	17,057	17,057	17,057	17,057	17,057	17,057	17,057	17,057	17,630	17,630	17,630	205,829
Course Maintenance	82,084	82,084	82,084	82,084	82,084	82,084	79,794	79,794	83,229	85,519	85,519	85,519	991,875
Food & Beverage	37,665	37,600	37,600	37,600	37,028	37,028	34,738	34,738	36,867	38,173	38,173	38,173	445,380
General & Administrative	17,283	17,970	18,084	18,084	18,084	18,084	18,084	18,084	18,141	18,485	18,485	18,485	217,352
Facilities	4,233	4,233	4,233	4,233	4,233	4,233	3,775	3,895	4,233	4,233	4,233	4,233	50,000
Total Payroll (Living Wage)	168,967	170,161	169,703	169,703	168,558	168,558	163,520	163,640	170,568	175,829	176,401	176,401	2,042,007
Other Operating Expenses													
Golf	5,500	1,500	3,500	500	500	1,500	500	500	500	1,500	500	3,500	20,000
Carts & Range	14,800	6,800	5,500	4,500	4,300	10,300	4,300	4,300	5,300	9,300	4,300	5,300	79,000
Course Maintenance	34,000	35,000	44,000	38,000	28,500	28,500	26,500	27,500	39,500	36,500	36,500	39,500	414,000
Food & Beverage	11,576	5,250	5,250	7,250	5,250	7,250	5,250	5,250	5,250	5,250	5,250	7,750	75,826
General & Administrative/Base Mgmt. Fee	39,893	18,093	18,093	17,593	17,598	18,098	17,098	17,098	17,098	18,098	18,098	18,098	234,956
Facilities	2,550	2,250	2,250	2,550	2,250	2,450	2,250	2,250	2,550	2,250	2,250	2,915	28,765
Total Other Operating Exp	108,319	68,893	78,593	70,393	58,398	68,098	55,898	56,898	70,198	72,898	66,898	77,063	852,547
Adjusted Net Opearting Income	138,055	163,876	75,234	74,514	66,844	68,074	54,082	55,062	67,704	76,184	107,141	107,656	1,054,426

Utilities													
Water	37,000	37,000	22,000	22,000	17,000	17,000	17,000	17,000	37,000	37,000	50,000	50,000	360,000
Power & Natural Gas	9,000	13,000	13,000	13,000	10,000	10,000	10,000	11,000	13,000	13,000	13,000	13,000	141,000
Telephone	550	550	550	550	550	550	550	550	550	550	550	550	6,600
Waste	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000
Total Utilities	48,550	52,550	37,550	37,550	29,550	29,550	29,550	30,550	52,550	52,550	65,550	65,550	531,600
Leases & Rentals													
Cart Leases	14,100	14,100	-	15,400	15,400	15,400	15,400	15,400	15,400	15,400	15,400	15,400	166,800
Equipment Leases	-	-	-	-	-	-	-	-	-	-	-	-	-
Rentals	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Leases & Rentals	14,100	14,100	-	15,400	15,400	15,400	15,400	15,400	15,400	15,400	15,400	15,400	166,800
Other Oper Exp													
Personal Property Tax	-	13,000	-	-	-	-	-	-	-	-	-	-	13,000
Insurance	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	36,000
Total Other	3,000	16,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	49,000
Total Operating Expenses	342,936	321,704	288,846	296,046	274,906	284,606	267,368	269,488	311,716	319,677	327,249	337,414	3,641,954
Net Operating Income	72,405	81,226	34,684	18,564	18,894	20,124	6,132	6,112	(3,246)	5,234	23,191	23,706	307,026

EXHIBIT C

MAINTENANCE – PRACTICE FIELDS

(See Attached)

Practice Fields Maintenance Schedule 2019

July 1st- July 6th

- Check and hand water eastern end of fields for heat dry spots, blow and fill divots with a 2:1 topsoil/sand mix on a daily basis.
- Mow fields Monday-Saturday
- Fertilize with 46-0-0 and 6-24-24.
- Adjust irrigation as needed by 1pm.

July 7th-July 13th

- Check and hand water eastern end of fields for heat dry spots, blow and fill divots with a 2:1 topsoil/sand mix on a daily basis.
- Mondays clean grass clippings along fence lines.
- Mow fields Monday-Saturday
- Spray chemicals Primo Maxx, Iron Man, and Green Toes.
- Adjust irrigation as needed by 1pm.

July 14th- July 20th

- Coordinate fence & tower install inside fields, help fence factory, lifts(3)?
- Check and hand water eastern end of fields for heat dry spots, blow and fill divots with a 2:1 topsoil/sand mix on a daily basis.
- Mondays clean grass clippings along fence lines.
- Mow fields Monday-Saturday
- Fertilize with 15-15-15
- Adjust irrigation as needed by 1pm. (increase/decrease)

July 21st- July 27th

- Check and hand water eastern end of fields for heat dry spots, blow and fill divots with a 2:1 topsoil/sand mix on a daily basis.
- Mondays clean grass clippings along fence lines.
- Mow fields Monday-Saturday
- Spray chemicals Primo Maxx, Iron Man, and Green Toes.
- Adjust irrigation as needed by 1pm. (increase/decrease)

July 28th- August 5th

- Check and hand water eastern end of fields for heat dry spots, blow and fill divots with a 2:1 topsoil/sand mix on a daily basis.
- Mondays clean grass clippings along fence lines.
- Mow fields Monday-Saturday
- Fertilize if necessary. Spread second application of soil surfactant LT120
- Adjust irrigation as needed by 1pm. (increase)

August 6th- End of Camp

- Check and hand water eastern end of fields for heat dry spots, blow and fill divots with a 2:1 topsoil/sand mix on a daily basis.
- Mondays clean grass clippings along fence lines.
- Mow fields Monday-Saturday
- Fertilize or spray fields if necessary.
- Adjust irrigation as needed by 1pm. (increase)

Irrigation Schedule

Current as of 5/20/19

Days: M,T,W,F,Sa Start Times: 7pm,9pm,11:45pm

Stations: 1-8 @ 10 minutes

9-12 @ 5 minutes

13 @ 4 minutes

Beginning of camp subject to change

Days: M,W,F,Sa Start Times: 7pm,10:30pm,11:45pm

Stations: 1-8 @ 7 minutes

9 West end shutdown during camp

10-12 @ 3 minutes

13 @ 2 minutes

*Water is scheduled to start increasing on the 3rd week of camp. Subject to change upon request.

Chemical Sprayed / Fertilizer Spread (160 Gallons) per application

Chemical Used: Primo Maxx: 115 oz, Iron Man: 2.5 Gallons, Green Toes: 2 quarts

Fertilizer Used: 46-0-0, 6-24-24/18-9-18, 15-15-15

LT120: 8 bags on June 3rd and August 3rd

Ronstar

EXHIBIT C-1

MAINTENANCE – PRACTICE FIELDS

(See Attached)

Scope of Work:

- Fields will be mowed as needed at ½" with John Deere 3235's. These are 5gang reel unit fairway mowers. These will be augmented with Toro 1445 trim mowers and Buffalo blowers if the fields need to be blown.
- Aerification will be done with a Toro Fairway Aerator, drug in with drag mats, blown into windrows with a Buffalo blower and then swept with a Toro sweeper.
- Fertilization will be done with a Lely spreader and depending on the soils analysis we'll apply the appropriate fertilizer for optimum growth. Just prior to the Cowboys arrival we've always increased the phosphorus and potassium levels to make the grass more wear resistant.
- Herbicide applications will be done with either a Toro or John Deere spray rig and granular applications will be made with a Lely spreader. Pre-emergent applications will be timed based on soil temperature to maximize efficacy. Post emergent applications will also be based on weather conditions to enhance the transition from Poa and volunteer Ryegrass to the hybrid Bermuda grass desired.
- Topdressing will be done with washed plaster sand to match the sand the fields were originally built with to avoid layering. The sand will be spread with a Tycrop MH400 material delivery unit and drug in with drag mats.
- Composting the fields will be done using a Tycrop 400 and drug in with drag mats.
- Field levels will be shot biannually and topdressing will be applied to lower areas to level the surface.
- Grooming or verticutting the fields will also aid in producing a healthier and more level surface.
- Records will be available at any time and we will always be available to city staff.

Schedule:

- January the fields require little maintenance and are mowed as few times as possible. There could be hours spent cleaning up after rainstorms.
- February is very similar in that we do as little as possible to maintain the fields and make them available for kids soccer. This is when we take soil samples to be analyzed and possibly begin post emergent herbicide applications.
- March is when the activity usually picks up with, a mowing frequency increase, post emergent herbicide applications and field fertilizations. Topdressing and composting the fields is standard and depending on the weather we could aerify the fields also.
- April will typically see the aerification done on the fields as well as a topdressing and composting. The mowing schedule is about the same as March but we often verticut the fields to remove thatch and the dead and dying Poa Annua and volunteer Ryegrass. This also helps to level the playing surface.
- May we topdress, compost, fertilize and usually increase the mowing frequency.
- June is spent prepping for the Cowboys summer camp by applying more phosphorus and potassium; increasing the mowing schedule and continuing with topdressing and composting.
- July is when training camp begins and the level of activity depends on what the Cowboys require. We mow the fields 3 to 4 times a week, drag the dew off in the mornings and fill divots left from the previous days practice. Each mowing requires the fields be blown off afterward. We do a lot of hand watering during training camp.
- August after the camp is completed we begin rehabbing the field with fertilizer applications, topdressing and composting. Toward the end of this month we will aerify the fields.
- September mowings decrease, topdressing and composting continue and if we were not able to aerify the fields in August due to scheduling we will do them now.
- October as the days grow shorter and the weather cools the Bermudagrass growth slows down and our efforts do also. This is when we try to do as little as possible to maintain the fields but ensuring they are suitable for youth soccer and/or any events the Radison Hotel puts on.
- November same as October, anytime in these months that we can topdress and compost the fields we will. This is dependant upon the weather and growth curve on the fields, once they grow over the previous topdressing/composting we do it again.
- December fewer hours and mowing. Mainly spent on clean up after rain storms.

EXHIBIT D
LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.67 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2018**

11.31 Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$15.67 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2019, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

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

EXHIBIT E
PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day’s work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor’s employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors’ compliance with Chapter 1, the DIR’s rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors’ compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the

subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

SCHEDULE OF SERVICES EXHIBIT

EXHIBIT F

INSURANCE REQUIREMENTS FOR FACILITY MANAGERS

1. Manager shall obtain and maintain during the term of the Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Agreement by Manager, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$3,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City of Oxnard ("City").

d. Property Insurance against all risks of loss to any tenant improvements or betterments in the amount of the full replacement cost of the improvement or betterment with no co-insurance provisions.

Crime/Employee Dishonesty Policy in an amount not less than \$3,000,000. The Crime/Employee Dishonesty Policy shall name the City of Oxnard as a Joint Loss Payee.

2. Manager shall, prior to occupation of the premises, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-X. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before occupation of the premises. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

4. Manager agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Manager; products and completed operations of Manager; premises owned, occupied or used by Manager; or automobiles owned, leased, hired or borrowed by Manager. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-X or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 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 Manager shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-X.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **A** SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER **B**

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$6,000,000 PRODUCTS COMP/OP AGG. \$3,000,000 PERSONAL & ADV. INJURY \$3,000,000 EACH OCCURRENCE \$3,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person)\$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$2,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Property insurance against all risks of loss to any tenant improvements or betterments Crime/Employee Dishonesty Policy				LIMIT OF INSURANCE \$3,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					

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_____

[illegible]

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

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to
coverage. ☐ Per Occurrence ☐ Per Claim (which)

Telephone:

NAMED INSURED

APPLICABILITY: This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY

☐ BUSINESS AUTO POLICY

☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

\$ _____ per accident, for bodily injury and property damage.

CLAIMS:

Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: (_____) _____ Date Signed _____

DRAFT MANAGEMENT AGREEMENT

This MANAGEMENT AGREEMENT ("Agreement") is made and entered into effective as of July 1, 2019 (the "Commencement Date") by and between the City of Oxnard, California ("Owner"), and AGC Management, LLC, a Delaware limited liability company ("Manager").

RECITALS

A. Manager, together with its affiliates, is engaged in the ownership, management and operation of golf courses and country clubs throughout the United States.

B. Owner is the owner and lessee of that certain real property located at Oxnard, California, known as "River Ridge Golf Club" which includes two golf courses, clubhouse and other related amenities, buildings, structures and improvements related thereto, as depicted on Exhibit "A" to this Agreement (the "Facility").

C. The Facility has previously been operated by High Tide & Green Grass, Inc. ("Prior Operator") under an agreement with the City which has expired.

D. Owner is also the owner of the football fields located adjacent to the Facility which are currently used by the Dallas Cowboys (the "Practice Fields").

E. Owner desires to utilize the services and expertise of Manager in the management, and operation of the Facility and maintenance of the Practice Fields, and Manager desires to render such services upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Owner and Manager hereby agree as follows:

ARTICLE 1 - DEFINITIONS

As used in this Agreement, terms not otherwise defined in the body of this Agreement shall have the respective meanings set forth in Exhibit "A-1" to this Agreement.

ARTICLE 2 - TERM OF AGREEMENT

2.1 Term. The term of this Agreement shall commence on the Commencement Date and shall continue for a period of three (3) years (the "Initial Term"). Upon expiration of the Initial Term, Owner may, in its sole discretion, elect to renew this Agreement for up to two (2) additional one (1) year terms (each a "Renewal Term") by setting forth ~~their~~its intention to so renew in writing no later than sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. The Initial Term and Renewal Term(s) (if applicable) are collectively referred to herein as the Term.

ARTICLE 3 - OPERATING RESPONSIBILITIES

3.1 Grant to Manager. Except as otherwise expressly provided in this Agreement, Owner grants to Manager the right to manage and operate the Facility pursuant to the terms of this Agreement, and Manager agrees it will manage and operate the Facility in accordance with

the approved Annual Plan, and in a manner comparable to and consistent with the management and operational practices of Comparable Facilities to the extent established in the Annual Plan and approved by Owner (except as otherwise set forth in this Agreement). Manager shall perform its services in a professional, timely and diligent manner. Without in any way limiting Manager's right to manage and operate the Facility in accordance with the terms of this Agreement, Manager, subject to the approval of Owner and in accordance with the Annual Plan and the terms of this Agreement, shall have the authority and responsibility to: (a) implement each approved Annual Plan; (b) determine, establish, and implement the policies, standards, and schedules for the operation and maintenance of the Facility and all matters affecting customer relations; (c) hire, train, and supervise the general manager, course superintendent, and all Facility employees; (d) supervise and direct all phases of advertising, sales, marketing and business promotion for the Facility; and (e) establish payroll procedures and functions for the Facility. To the extent the foregoing duties are discussed, detailed or included in the Annual Plan, Manager will carry out such duties consistent with the Annual Plan. Owner agrees it will reasonably cooperate with Manager to permit and assist Manager to carry out its duties under this Agreement provided Manager provides reasonable advance notice for such cooperation and assistance. Manager shall work with, and obtain any necessary approvals from, the Owner's designated project manager, the City of Oxnard City Manager, and/or the Owner's designated Department Director.

3.2 Annual Plans.

3.2.1 *Preparation.* ~~[OPEN ISSUE—OWNER'S OPERATING YEAR AND TIMING AND APPROVAL PROCESS]~~ Manager will submit to Owner at least ~~thirtysixty~~ (30/60) days in advance of each Operating Year an "Annual Plan" consisting of (a) a budget which shall include for the ensuing year estimates covering the projected revenues of the Facility (broken down on a line item basis) and the projected expenditures for (i) property operations and ordinary repairs, replacements, alterations and maintenance, including the Practice Fields (ii) Furnishings and Equipment and Operating Inventory, (iii) advertising, sales, and business promotion and (iv) employee Compensation and (b) an operating/business plan for the Facility setting forth a marketing and promotions plan, a schedule of proposed golf charges, an operating schedule (which shall include hours of operation and staffing levels), a maintenance plan, and to the extent applicable, membership sales plans, membership dues and initiation fee schedules. Owner acknowledges that the Annual Plans and budgets and operating/business plans contained therein are estimates and will not and do not constitute a guarantee of the actual revenues or expenses of operating the Facility. The parties understand that, as provided in Article 10, budgets for Major Capital Improvements will be treated separately and will not form part of the Annual Plans. The Annual Plan for the initial Operating Year is attached as Exhibit "B" to this Agreement.

3.2.2 *Approvals.* Each Annual Plan shall be subject to the prior written approval of Owner, and the new Annual Plan for a given Operating Year cannot go into effect without such approval from ~~Owner~~ the Owner's designated project manager, the City of Oxnard City Manager, and/or the Owner's designated Department Director, such approval not to be unreasonably withheld. It is contemplated by the parties that the Annual Plan will be agreed upon by the parties not later than thirty (30) days following delivery of the Annual Plan by Manager to Owner. If Owner fails to advise Manager of any objections to the Annual Plan

within such 30-day period, then Owner shall be deemed to have approved the Annual Plan as submitted. In the event of a dispute with regard to an Annual Plan, the parties shall use good faith efforts to resolve such dispute. Pending the resolution of such dispute, Manager shall continue to manage and operate the Facility in accordance with the standards set forth in this Agreement and the most recent approved Annual Plan, as it may have been mutually amended by the parties during the preceding year in accordance with the Agreement, at a level of expenditures comparable to those of the preceding year subject to reasonable increases in Operating Expenses requested by Manager and approved by Owner due to (a) increases in the number of guests using the Facility, (b) increases in Gross Revenues, or (c) other matters beyond the reasonable control of Manager (e.g., without limitation, increases in utility charges, etc.). Once approved, Manager may propose amendments or revisions to the Annual Plan to take into consideration variables or events that did not exist, or could not be anticipated by Manager, at the time the Annual Plan was prepared. Any such proposed amendments or revisions shall be submitted in writing and shall be subject to Owner's prior approval. Further, Manager and Owner shall meet on a monthly basis during the Term to review the Annual Plan, discuss the revenues and expenditures during the prior month, identify any discrepancies between the Annual Plan and actual expenditures, and to the extent commercially reasonable and practicable in order to permit Manager to continue operating the Facility and maintaining the Practice Fields to the standards required herein, consider potential revisions to the Annual Plan as may be necessary to address any reduced revenues or increased expenses which were not contemplated in the Annual Plan.

3.2.3 Compliance. Manager shall use its best efforts to operate the Facility in accordance with the applicable Annual Plan. If Manager reasonably anticipates that Operating Expenses will exceed amounts so budgeted in the Annual Plan for a given Operating Year, it shall promptly notify Owner of the same.

3.2.4 ~~3.2.3~~ Emergency Expenditures. Notwithstanding anything in this Agreement to the contrary, in the event an emergency arises by act of God or any event or act beyond the control of Manager, or a dangerous condition exists that requires immediate repair, or a governmental directive or order is issued to Owner, Manager is authorized to take such actions as may in its reasonable discretion be required (including expending any funds reasonably necessary to respond to such condition or event) to the extent required by that emergency; provided, however, that Manager shall immediately notify Owner of the emergency situation (or governmental directive or order) and the action Manager proposes to take, or has taken (including the amount of any expenditures).

3.3 Technical Assistance Services. During the Term, Manager will provide, as needed, certain supervisory and consulting services to the Facility from Manager's regional and corporate technical assistance services program, including business planning and budgeting, Capital Improvement planning, training, security, marketing and sales, central purchasing, merchandising, food and beverage, maintenance, human resources, and legal compliance. Except as provided in Section 3.4 below, these services will be provided by Manager without any additional charge to Owner.

3.4 Special Consulting Services. In addition to the services described in Section 3.3 above, upon Owner's prior written request and approval, Manager may provide to the Facility additional consulting services not contemplated by this Agreement which would not otherwise be performed in the ordinary course of day-to-day operations of the Facility, including but not limited to special legal consultation, construction and design consultation and construction supervision related to Major Capital Improvements ("Special Services"). Upon Owner's written request for the performance of a Special Services project, Manager shall prepare a scope of work and budget and submit to Owner for review and approval. Manager shall not commence any Special Services project without Owner's prior approval.

3.5 Responsibilities of Manager. Without in any way limiting Manager's right and obligation to manage and operate the Facility in accordance with and subject to the Annual Plan, Manager shall, in its own name or in the name of Owner or as the authorized agent of Owner as may be applicable, perform the following services, or cause the same to be performed for the Facility:

(a) enter into contracts for the furnishing of utilities and maintenance and other services to the Facility, in Manager's name, provided however that (a) any such contract which is for a term ~~greater than twelve (12) months~~ terminating after the next Annual Plan is due and for an aggregate cost in excess of five thousand dollars (\$5000) and is not otherwise approved via an Annual Plan shall be approved in advance by Owner, and (b) in the event of a termination of this Agreement for any reason, Owner or Owner's designee shall assume any such contracts which are then in effect and unexpired at the time of such termination and indemnify and hold harmless Manager from and against any additional obligations thereunder which may accrued after termination of this Agreement;

(b) make all repairs, decorations, revisions, alterations and improvements to the Facility as shall be reasonably necessary for maintenance of the Facility in good, safe and sanitary order, condition and repair, and additionally perform all necessary maintenance and repairs to the Practice Fields, including without limitation, the annual maintenance services described on Exhibit "C" attached hereto and in at least the same manner as described on Exhibit "C-1"; all such maintenance, repairs, decorations, revisions, alterations and improvements noted in this section to be Operating Expenses of the Facility. Manager shall have no authority to operate, use or perform any services related to the Practice Fields, other than the maintenance services set forth on Exhibit C-1, and shall not in any way be deemed to be the operator or manager or insurer of the Practice Fields, or the employer of personnel dedicated solely to the operation of the Practice Fields, or responsible for the Practice Fields in any way other than as set forth on Exhibit C-1;

(c) incur such expenses as Operating Expenses of the Facility, as shall be necessary for the operation and maintenance of the Facility to the quality standards contemplated by this Agreement and the Annual Plans, including without limitation incurring lease expenses for Furnishings and Equipment and costs for Operating Inventory, expenses for insurance premiums in accordance with insurance coverage required hereunder, and payment of attorney's fees and other costs of legal compliance;

(d) maintain a level of Operating Inventory necessary to satisfy the quality standards contemplated by this Agreement and the Annual Plans and to supply the needs of the Facility and its customers;

(e) apply for, and use its commercially reasonable efforts to obtain and maintain, in addition to the liquor license described in section 3.8 below, all licenses and permits reasonably required by Owner (or by applicable Legal Requirements) in connection with the operation and management of the Facility, in Manager's name; and Owner agrees to execute any and all applications and such other documents as shall be reasonably required and to otherwise cooperate, in all reasonable respects, with Manager in the application for, and obtaining and maintenance of, such licenses and permits;

(f) use its commercially reasonable efforts to do, or cause to be done, all such acts and things in and about the Facility as shall be reasonably necessary to comply with all Legal Requirements, and to discharge any lien, encumbrance or other charge on the Facility, including, with Owner's prior written consent, hiring legal representation and paying attorney's fees, as an Operating Expense of the Facility, as necessary to comply with Legal Requirements and defend the Facility against legal claims;

(g) maintain a method of accounting in accordance with generally accepted accounting principles consistently applied ("GAAP") which accurately reflects the Gross Revenues and Operating Expenses and disbursements of Manager in connection with the Facility's operations;

(h) routinely inspect and report on the condition of golf course improvements, facilities and equipment;

(i) submit a 5-year Capital Improvements program plan, updated annually, to Owner before the end of November of each contract year;

(j) assist, as needed, in the preparation of the Master Plan for the Facility;

(k) work with Owner in establishing realistic goals and practices in limiting golf course irrigation water consumption;

(l) allow the meeting room to be available for Owner meetings at no cost to Owner unless the room has been rented and generating revenue;

(m) use commercially reasonable efforts to eliminate or discourage coots at the Facility using current methods (steel shot) and notify the homeowner associations prior to implementation. If Owner deems the eradication of the coots an undesirable solution, Manager's alternative approach would include a "harassment program" and the use of granular insecticides lawfully allowed methods to discourage the coots; ~~and~~

(n) comply with all applicable ~~laws,~~ ordinances, resolutions and ~~regulations~~ local policies, including Owner's Living Wage Policy (a copy of which is attached hereto as Exhibit "D") ~~and State required prevailing wages, if applicable.~~ [OPEN

ISSUE-OWNER WILL BE REQUESTING A WAIVER OF SAID POLICY BUT IT IS UNKNOWN IF THE WAIVER WILL BE GRANTED]; and

(o) comply with all applicable laws and regulations, including State-required prevailing wages, as this is a “public work,” in accordance with Labor Code Section 1770 et seq. Manager shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations (“DIR”) regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. Manager shall post a copy of the DIR’s determination of the prevailing rate of per diem wages at the job site. Manager shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto as Exhibit “E.”

3.6 Personnel.

3.6.1 *General.* Subject to the Annual Plan and the terms of this Agreement, Manager shall employ all of the employees of the Facility, and all such employees shall be deemed employees of Manager and not employees of Owner or joint employees of Owner and Manager. Manager shall recruit, hire, train, discharge, promote and supervise the management staff of the Facility (i.e., the general manager or course manager, the assistant managers, the course superintendent, department heads and other key personnel), and Manager shall supervise through the management staff the recruiting, hiring, training, discharge, promotion and work of all other employees of the Facility. For a period of one year after the date of termination of this Agreement pursuant to Section 7.1, Owner shall not solicit or hire as an independent contractor, agent or employee any general manager or superintendent hired or employed by Manager after the Effective Date for the Facility, without the written consent of Manager; provided however, Owner may solicit or hire or engage any general manager or superintendent employed at the Facility prior to the Effective Date without the consent of Manager. In the event that Owner is dissatisfied with the performance of any Manager personnel, the following procedure shall be followed: (i) Owner shall communicate any complaints regarding personnel below the rank of general manager to the general manager and shall communicate complaints regarding the general manager to Manager’s regional manager for the region in which the Facility is located, and (ii) Manager shall reasonably and promptly investigate and take appropriate action, as determined by Manager, with respect to Owner’s complaints. All employees of the Facility shall be properly qualified for their positions. The Compensation of the management staff and all other Facility employees shall be approved by Owner as part of the Annual Plan (or, in the event that a change in management staff occurs during an Operating Year and after the Annual Plan has been finalized, then as otherwise approved in writing by Owner) and be an Operating Expense of the Facility payable by Owner in accordance with this Agreement.

3.6.2 *Benefit Plans.* Manager shall have the right to provide eligible employees of the Facility with profit sharing and other employee retirement benefits and disability, health and welfare benefits and other benefit plan or plans now or hereafter available to employees of Other Manager Facilities, if such benefits have been approved in the Annual Plan, and to charge the Facility with its allocable share of such Manager plan or plans.

3.6.3 *Temporary Assignment of Other Manager Personnel.* If Manager shall reasonably deem it advisable, and after Owner’s prior written approval, Manager may

temporarily assign to the Facility the general manager, the head golf professional and other members of the management staff from the employees of Manager or Affiliates of Manager or from the staff of Other Manager Facilities. During such time as these employees are temporarily assigned to the Facility, all such employees will be paid their regular Compensation, and the pro-rata share of such employees' Compensation equal to the actual time such employees worked at the Facility shall be an Operating Expense of the Facility.

3.6.4 *Nondiscriminatory Treatment.* Manager shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Manager understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. Manager shall take commercially reasonable steps to ensure that its subcontractors, if any, comply with this Section 3.6.4.

3.7 Restrictions on Use of Facility.

(a) The Facility shall be used solely for the operation of a golf club, and to the extent applicable, a retail golf shop, bar and restaurant, banquet facility, driving range and such other uses and amenities as may be approved by Owner and are compatible with the operation of a golf course including, by way of illustration and not limitation, a golf school, a sports and entertainment facility, convention facilities, ~~community special events, disc golf and a foot golf program~~ and Community Special Events.

(b) Manager agrees not to willfully carry on any dangerous activity at the Facility or Practice Fields, or to use the Facility for any purpose which would increase existing rates of insurance or cause cancellation of any insurance policy carried by Owner or Manager. Manager shall cause the Facility to comply with all Legal Requirements relating to the condition, use and occupancy of the Facility, and shall comply with all Legal Requirements in performing maintenance of the Practice Fields.

3.8 Liquor License. Manager shall, as an Operating Expense of the Facility, obtain from Prior Operator the current liquor license issued by the State of California in Manager's name, permitting the sale of alcoholic beverages (including beer, wine and liquor) at the Facility. Manager, as Owner's agent, shall be solely responsible for liquor sales at the Facility and agrees to comply with all requirements of the rules and regulations of the State of California governing the sale of alcoholic beverages. As an Operating Expense of the Facility, Manager shall maintain in its name (and Owner shall reasonably cooperate with Manager in maintaining) the liquor license(s) in good standing, pay all required fees in connection therewith, and otherwise ensure the proper right and permission to sell alcoholic beverages at the Facility. Upon the termination of this Agreement for any reason, Manager shall cooperate in all respects and take all steps necessary to effectuate the transfer of the Facility's liquor license to Owner or Owner's designee, at no cost to Owner other than ordinary regulatory fees and reasonable attorneys' fees. From and after the termination date and continuing until the date which is six (6) months thereafter, Manager shall cooperate with Owner in Owner's efforts to obtain its own liquor licenses (or a

transfer of Manager's liquor licenses) to serve alcoholic beverages at the Facility. Manager agrees, on the termination date, to enter into (or cause the holders of the current liquor licenses to enter into) mutually acceptable bills of sale, interim management agreements, concession agreements, leases and other documents reasonably relating to, among other things, the continued sale and service of alcoholic beverages at the Facility pending the transfer or issuance of all appropriate licenses and permits to Owner.

ARTICLE 4 – INSURANCE

~~Note: the following sets forth the provisions and limits of Manager's current insurance program. Manager is open to Owner providing some or all necessary coverages, where possible, if Owner prefers to do so (noting that Manager must carry workers compensation and GL/liquor liability since it will employ the personnel and hold the liquor license). Manager is also open to pursuing with its carriers separate policies which are specific to the Facility, and outside its standard program, if requested by Owner.~~

4.1 Coverage.

(a) ~~[TO BE REVIEWED BY RISK MANAGEMENT]~~ Manager agrees to procure and maintain, as an Operating Expense of the Facility, at all times during the Term, the insurance set forth on Exhibit E ~~as well as a minimum of the following insurance~~ "F":

~~(i) — insurance on the Facility and contents, including without limitation the Furnishings and Equipment and Operating Inventories, against loss or damage by fire, lightning and/or any other perils insurable under the form of "all risk" coverage then available (including specifically irrigation and/or sprinkler system leakage damage, vandalism and malicious mischief, if available), in an amount equal to not less than eighty percent (80%) of the full replacement value of the Improvements and contents and with no co-insurance provisions, with a self-insured retention of \$250,000 for structures, contents and business insurance, and \$750,000 for golf course improvements, subject to higher sub-limits for named storm, hurricane and wind damage.~~

~~(ii) — business interruption insurance covering actual losses sustained due to fire, lightning and other perils insurable under the form of "all risk" coverage then available (including specifically irrigation and/or sprinkler system leakage damage, vandalism and malicious mischief, if available) in an amount equal to the annual business interruption values and with no co-insurance provisions. Manager shall be named as a loss payee to the extent of Manager's interests under this Agreement.~~

~~(iii) — comprehensive general liability insurance, including without limitation bodily injury, personal injury, property damage, products liability, cyber liability, contractual liability covering the provisions of this Agreement, and liquor liability, in an amount not less than Ten Million Dollars (\$10,000,000) single limit per occurrence, and with a self-insured retention of Two Hundred and Fifty Thousand Dollars (\$250,000.00) per occurrence, to be paid as an Expense of the Facility. Manager shall be named as the insured under such policy, and Owner shall be named as additional insured.~~

~~(iv) — automobile liability insurance, if applicable, in an amount not less than One Million Dollars (\$1,000,000) single limit per occurrence. Manager shall be named as the insured under such policy, and Owner shall be named as additional insured.~~

~~(v) — Manager agrees to procure and maintain, as an Operating Expense, at all times during the Term, worker's compensation insurance covering all Facility employees who are Manager's employees, as required by law covering all Facility employees who are Manager's employees.~~

~~(vi) — Comprehensive crime insurance, in an amount not less than Five Hundred Thousand Dollars (\$500,000) per occurrence.~~

(b) Manager shall have the right to raise the minimum amount of any insurance to be maintained with respect to the Facility under Subsections 4.1(a) above to make such coverage comparable to the amount of insurance carried with respect to Other Manager Facilities, taking into account the size, character and location of the Facility. At least sixty (60) days prior to the beginning of each Operating Year, the party procuring such insurance will submit to the other party a schedule setting forth any changes to the insurance to be maintained by the procuring party during the ensuing Operating Year in connection with the Facility.

(c) The types of insurance and the coverage amounts specified in this Section 4.1 are the minimum insurance recommended by Manager in connection with the operation of the Facility. Owner acknowledges and understands that Manager has made no representations or warranties that such insurance is adequate to protect Owner. If Owner believes that any such insurance is insufficient, Owner shall provide, at Owner's expense, such additional insurance as Owner deems adequate. Manager shall not be responsible for any losses, damages, liability, or expenses that may not be covered by any of the insurance specified in this Section 4.1.

4.2 Policies and Endorsements.

4.2.1 Policies. All insurance coverage provided for under Section 4.1 above shall be secured through policies issued by insurance companies of good reputation and of sound and adequate financial responsibility which are approved to do business in the State of California. The party procuring such insurance shall deliver to the other party all of the policies of insurance so procured, naming the other party as an additional insured, and in the case of insurance about to expire, shall deliver certificates of insurance with respect to renewal policies not less than ten (10) days prior to the respective dates of expiration.

4.2.2 Endorsements. All policies of insurance provided for under this Article 4 shall, to the extent obtainable, have attached an endorsement that such policy shall not be cancelled or materially changed without at least thirty (30) days prior written notice to Owner and Manager. All insurance policies required under Section 4.1 shall contain an endorsement to the effect that such insurance shall be primary and non-contributory to any similar insurance that may be carried by the other party.

4.2.3 Blanket Policies. Any insurance policies provided by Owner or Manager under this Article 4 may be affected under policies of blanket insurance which cover other properties in addition to the Facility, and in such case an allocable portion of the premiums for

such blanket policies of insurance, as established in the approved Annual Plan, shall be charged to the Facility as an Operating Expense.

4.3 Waiver of Subrogation. Neither Manager nor Owner shall assert against the other, and Manager and Owner hereby waive with respect to each other, any claims and rights of recovery for any losses, damages, liability or expenses (including attorneys' fees) incurred or sustained by either of them on account of injury to persons or damage to property arising out of the ownership, operation and maintenance of the Facilitys, to the extent that the same are covered by the insurance required under this Article 4. Owner and Manager hereby grant to each other, on behalf of any insurance company providing insurance under this Agreement, a waiver of any right of subrogation which any insurer or party may acquire against the other party by virtue of payment of any loss under any insurance policy. Owner and Manager shall give notice to the insurance companies providing insurance under this Agreement of the mutual waiver of subrogation contained in this Section 4.3, and Owner and Manager shall cause each such insurance company to provide a written subrogation waiver indicating that such insurance company waives all right of recovery by way of subrogation which such insurance company may acquire against Owner or Manager (as the case may be) and their insurance companies.

ARTICLE 5 - MANAGEMENT FEE

5.1 Base Management Fee. In consideration of Manager's services during the Term, Owner shall pay to Manager a "Base Management Fee" equal to One Hundred Thousand Dollars (\$100,000) per year, payable in twelve (12) monthly installments of \$8,333.33. The Base Management Fee shall be paid to Manager in accordance with Section 5.3 of this Agreement.

5.2 Incentive Management Fee. ~~TO BE DISCUSSED~~

5.2.1 In addition to the Base Management Fee, Owner shall further pay to Manager an "Incentive Management Fee" equal to (i) three percent (3%) of the first \$1,050,000 of Adjusted Net Operating Income for a given Operating Year (the "Annual Threshold") and (ii) fifteen percent (15%) of the Adjusted Net Operating Income in excess of the Annual Threshold for a given Operating Year (the "15% Fee"). The Annual Threshold shall be increased annually by CPI. **[OPEN ISSUE - \$900,000 ANNUAL THRESHOLD IF THE FACILITY IS NOT EXEMPTED FROM LIVING WAGE ORDINANCE]**

5.2.2 **[APPLICABLE IF FACILITY IS NOT EXEMPTED FROM LIVING WAGE ORDINANCE]** In addition to the Base Management Fee, Owner shall further pay to Manager an "Incentive Management Fee" equal to (i) three percent (3%) of the first \$900,000 of Adjusted Net Operating Income for a given Operating Year (the "Annual Threshold") and (ii) fifteen percent (15%) of the Adjusted Net Operating Income in excess of the Annual Threshold for a given Operating Year (the "15% Fee"). The Annual Threshold shall be increased annually by CPI.

5.2.3 ~~OPEN ISSUE~~ If, in a given Operating Year, Net Operating Income is less than \$0.00, the Incentive Management Fee for such Operating Year shall be reduced by an amount equal to the difference between \$0.00 and actual Net Operating Income. So, for example, if Adjusted Net Operating Income for a given Operating Year is \$100,000 but Net Operating

Income for the same Operating Year is (-\$1000), the Incentive Management Fee would be reduced from \$~~4000~~3000 (\$100,000 x ~~.04~~03 = \$~~4000~~3000) to \$2000 (\$3000 - ~~(\$4000~~ - \$1000 = ~~\$3000~~2000). Provided however, (a) the amount of the reduction may not be greater than the amount of the Incentive Management Fee for the given Operating Year, (b) in any subsequent Operating Year for which ~~cumulative~~ Net Operating Income is positive, any reductions in the Incentive Management Fee from a prior Operating Year or Years will be added to the Incentive Management Fee payable for such positive Operating Year, ~~but only to the extent that the positive Net Operating Income exceeds the negative Net Operating Income from the prior Operating Year or Years,~~ and (c) in the event that combined water and power costs in any Operating Year exceed the ~~Utilities~~Excluded Expenses Baseline, then for purposes of this paragraph Net Operating Income shall be calculated as if combined water and power costs for such Operating Year were equal to the ~~Utilities Baseline. Notwithstanding the foregoing, the parties agree that only the 15% Fee portion of the Incentive Management Fee will be subject to reduction during the first Operating Year.~~Excluded Expenses Baseline.

5.3 Payment Schedule. Owner shall pay Manager the Base Management Fee in advance, no later than five (5) days following the first day of each month during the Term. Owner shall pay the Incentive Management Fee, if any, to Manager within thirty (30) days following the final calculation of financial results for the Facility for the proceeding Operating Year. The Base Management Fee and Incentive Management Fee are sometimes referred to herein as "Fees." Owner shall permit and hereby authorizes Manager to pay to Manager, from the Operating Account, all Fees which are legally due and owing hereunder.

ARTICLE 6

BANK ACCOUNTS; WORKING FUNDS; RECORDS AND REPORTS; REMOVAL OF PROPERTY

6.1 Bank Accounts. In connection with operation and management of the Facility, the following bank accounts shall be established by Owner and Manager in a bank or banks approved by Owner, and shall be subject to Owner's control, audit and inspection (the "Bank Accounts"):

6.1.1 Owner Account and Operating Account. ~~[TO BE DISCUSSED]~~
Owner shall establish a bank account for the Facility at a banking institution or institutions reasonably selected by Owner, such account to be in Owner's name (the "Owner Account"). ~~Owner and~~ Manager shall also establish a bank account for the Facility at a banking institution or institutions ~~reasonably approved by Owner~~solely at the discretion of Manager, such account to be in Manager's name ~~but subject to Owner's~~and sole control (the "Operating Account"). Manager will collect, receive and deposit into the Owner Account all monies received by Manager from the operation of the Facility. Owner shall deposit all funds required to be furnished by Owner as working capital funds under Section 6.3 of this Agreement into the Operating Account, and Manager will disburse those monies from the Operating Account only for the purposes set forth in this Agreement. Notwithstanding the provisions of the foregoing, Manager shall be entitled to maintain funds in reasonable amounts in "cash register banks" or in petty cash funds at the Facility but Manager shall not open any other bank accounts related to the Facility except for the Operating Account. All records and bank statements shall be subject to access and inspection by

Owner pursuant to the terms recited herein. All Gross Revenues of the Facility shall be collected, received and deposited by Manager exclusively through the Owner Account. Upon termination of this Agreement for any reason, any funds remaining in the Operating Account after payment of all final expenses, costs and obligations of the Facility incurred during the Term shall be paid to Owner.

6.2 Expenditures. Manager is authorized to pay, from the Operating Account such amounts at such times as are required in connection with the ownership, operation, maintenance, repair, and improvement of the Facility and maintenance of the Practice Fields and related facilities and Manager's performance under this Agreement in accordance with the approved Annual Plan, subject to the provisions of this Agreement, including but not limited to all amounts specifically payable to or reimbursable to Manager hereunder.

6.3 Account Funding. ~~[OPEN ISSUE — WORKING CAPITAL AMOUNT]~~
Owner shall deposit into the Operating Account all funds required for Manager to operate and maintain the Facility and to maintain the Practice Fields in accordance with this Agreement and the Annual Plans, including, without limitation, funds for Manager to timely fund Operating Deficits, if any. Upon execution of this Agreement, Owner shall cause the sum of ~~\$200,000.00~~ \$500,000.00 (the "Working Capital Amount") to be deposited into the Operating Account as initial working capital for the Facility. On the first day of each month during the Term, Manager shall notify Owner of the total funds then in the Operating Account, and within three (3) business days following such notification, Owner shall deposit additional funds into the Operating Account in the amount required to bring the Operating Account balance to an amount necessary to pay the projected Operating Expenses for the upcoming month. ~~So, for instance, if Manager notifies Owner that, as of the first day of a given month the balance in the Operating Account is \$200,000.00, and, which amount Manager shall request along with a detailed accounting of the projected Operating Expenses for the upcoming month are \$300,000, then Owner will deposit an additional \$100,000.00 into the Operating Account within three business days.~~ Manager shall not, under any circumstance, be required to, or be deemed to have any duty to, advance any of its own funds for the operation of the Facility. Manager shall analyze all bills received for services, work and supplies in connection with maintaining and operating the Facility. Manager shall pay, on behalf of Owner, all such bills in accordance with the Annual Plan as and when the same shall become due and payable. Manager shall exercise commercially reasonable efforts to pay all bills within the time required to obtain any discounts which may be available. If there are insufficient funds in the Operating Account to make any payment, Manager shall promptly notify Owner prior to any delinquency so that Owner shall have an opportunity to transfer sufficient funds for Manager to make such payment prior to the imposition of any penalty or late charge as provided herein. In the event that Manager should advance any of its own funds for the operation of the Facility due to the failure of Owner to timely fund the Working Capital Amount as required hereunder, or to make any other payment to Manager required hereunder, Manager shall be entitled, without any further approval or authorization of Owner, to reimburse itself for such advances, from the Operating Account upon funding of the Operating Account by Owner; provided, however, that in such situation Manager shall notify Owner in writing of such reimbursement.

6.4 Insufficient Funds. Manager shall monitor the Facility's cash flow and shall provide to Owner a report detailing projected cash flow in the event that Manager projects an

Operating Deficit to occur within thirty (30) days of providing such report. If at any time funds in the Operating Account, including the anticipated monthly funding of the Working Capital Amount by Owner as set forth in Section 6.3, shall be projected to be or are insufficient to pay the Facility's Expenses for the following month ("Operating Deficits"), Manager shall notify Owner and request a sufficient additional amount ("Additional Working Capital") to satisfy same so that Manager will have sufficient funds in the Operating Account to prevent any delinquency in payment for such expenses, and Owner agrees to deposit such funds within seven (7) days after Manager notifies Owner. Manager shall not be obligated to advance any of its own funds to or for the account of the Facility or Owner, nor to incur any liability unless Owner has furnished Manager with funds necessary for the discharge thereof. In the event Owner fails to timely provide Manager sufficient Additional Working Capital to pay expenses, Manager shall be under no obligation to pay any bill if there are insufficient funds in the Operating Account. Notwithstanding the foregoing, if Manager advances any funds in payment of an expense authorized by the Annual Plan, or an emergency expenditure under Section 3.2.3 herein, Manager may reimburse itself from the Operating Account; provided, however, that in such situation Manager shall notify Owner in writing of such reimbursement.

6.5 Accounting Procedures.

6.5.1 Inspection and Disclosure of Records. Upon fifteen (15) days' advance written notice to Manager setting forth the time of inspection and records to be inspected, Owner or its authorized auditors and representatives shall have access to and the right to audit and reproduce any of Manager's records ~~related to the generation of Gross Revenues~~ to the extent Owner deems necessary to ensure Owner is receiving all monies to which Owner is entitled under this Agreement or for other purposes relating to this Agreement. Manager acknowledges that the Owner must comply with the California Public Records Act (Cal. Gov. Code §§ 6250 et seq.). Accordingly, any and all records ~~related to Manager's performance~~ required to be provided to Owner under this Agreement are subject to public disclosure at any time, without notice, pursuant thereto, including but not limited to this Agreement in its entirety.

6.5.2 Records Preservation. Manager shall maintain and preserve all such records for a period of at least three (3) years after termination of this Agreement. If Manager fails to make such records available within Los Angeles County, California or at a mutually agreed upon place, Manager shall promptly reimburse Owner for all reasonable costs incurred in conducting the inspection at another location, including but not limited to expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

6.6 No Default due to Lack of Funds. If Manager is unable to perform any of its agreements or covenants under this Agreement because of the failure on the part of Owner to provide the funds pursuant to Section 6.4, such failure of performance on the part of Manager shall not be deemed a default on the part of Manager and shall not give rise to any right of termination, damages or any other remedy against Manager, unless the failure to provide the funds is due to the occurrence of a breach of this Agreement by Manager or the gross negligence, willful misconduct or fraud by Manager.

6.7 Books and Records. Manager shall keep full and accurate books of account and such other records as are necessary to reflect the results of the operation of the Facility and

maintenance of the Practice Fields. For this purpose, Owner agrees it will make available to Manager, or Manager's representatives, all books and records in Owner's possession relating to the Facility and to the maintenance of the Practice Fields, including contract documents, invoices and construction records. All books and records for the Facility shall be located at the Facility.

6.8 Reports to Owner. Manager will deliver, or will cause to be delivered, to Owner the following forecasts and statements:

(a) within twenty (20) days after the end of each calendar month, an update to the Annual Plan together with monthly and year-to-date financial statements which shall include a balance sheet, a profit and loss statement (on an accrual basis) showing the results of operation of the Facility for such month and for the year to date; and

(b) within sixty (60) days after the end of each Operating Year, financial statements, including a balance sheet, a profit and loss statement and actual versus budget comparison showing the results of operation of the Facility for such year (it being understood and agreed that such annual statement will reflect the annual Base Management Fee paid to Manager, calculated as provided in Article 5).

6.9 Accounting Firm; ~~State~~ Audit. Manager shall, if requested by Owner, hire an independent certified public accounting firm selected by Owner to audit the financial statements required under this Agreement and/or all other records or written materials used by Manager in generating the financial statements or perform agreed upon procedures requested by Owner. Manager shall promptly furnish all documents requested by Owner, train the accounting firm with respect to the use and application of Manager's accounting software and supervise the work of the accounting firm. All fees and charges of the accounting firm shall be an Operating Expense of the Facility, unless the audit determines that an error of greater than five percent (5%) was made by Manager, in which case the costs of the audit will be paid by Manager and not as an Operating Expense of the Facility. Further, the State Auditor may examine and audit Manager for a period of 3 years after final payment under the Agreement. Regardless of whether a State or private audit is ~~permitted~~performed, Manager shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by Owner, whichever occurs later.

6.10 Manager Accounting Software; Other Personal Property Owned by Manager. The parties acknowledge and understand that the accounting software used at the Facility is owned or licensed or leased by Manager, and Owner shall have no rights or interests in such software. Upon the expiration or earlier termination of this Agreement, the accounting software and other personal property at the Facility owned by Manager shall be removed from the Facility by Manager within thirty (30) days of such expiration or termination; provided, however, the financial data of and related exclusively to the Facility shall remain the property of Owner. After the thirty-day period, the accounting software and all other personal property at the Facility shall be owned by Owner if such was previously owned by Manager, and Manager shall reimburse any costs incurred by Owner in removing or returning any personal property leased by Manager or software licensed by Manager.

ARTICLE 7 - TERMINATION RIGHTS

7.1 Termination by Owner. Owner shall have the right to terminate this Agreement upon the occurrence of any one of the following events:

(a) Manager fails to keep, observe or perform any material covenant, agreement, term or provision of this Agreement, to be kept, observed or performed by Manager including, without limitation, Manager's failure to maintain, market, and promote the Facility in the manner required by this Agreement and by that year's Annual Plan, or materially increases Operating Expenses as set forth in the Annual Plan unless approved by Owner or otherwise permitted by the terms of this Agreement, and such default continues for a period of thirty (30) days after written notice of such default by Owner to Manager; or

(b) (i) Manager applies for or consents to the appointment of a receiver, trustee or liquidator of Manager or of all or a substantial part of its assets; (ii) Manager files a voluntary petition in bankruptcy or commences a proceeding seeking reorganization, liquidation, or an arrangement with creditors; (iii) Manager files an answer admitting the material allegations of a bankruptcy petition, reorganization proceeding, or insolvency proceeding filed against Manager; (iv) Manager admits in writing its inability to pay its debts as they come due; (v) Manager makes a general assignment for the benefit of creditors; or (vi) an order, judgment or decree is entered by a court of competent jurisdiction, on the application of a creditor, adjudicating Manager a bankrupt or insolvent or approving a petition seeking reorganization of Manager or appointing a receiver, trustee or liquidator of Manager or of all or a substantial part of its assets, and such order, judgment or decree continues unstayed and in effect for any period of sixty (60) consecutive days.

Owner's right to terminate pursuant to this Section 7.1 shall be exercised upon thirty (30) days additional written notice to Manager given at any time after the applicable cure period has expired. Owner's termination notice shall specify the effective date of such termination.

7.2 Termination by Manager. Manager shall have the right to terminate this Agreement upon the occurrence of any one of the following events:

(a) Owner fails to keep, observe, or perform any other material covenant, agreement, term or provision of this Agreement to be kept, observed or performed by Owner, and such default continues for a period of thirty (30) days after notice of such default by Manager to Owner; or

(b) (i) Owner applies for or consents to the appointment of a receiver, trustee or liquidator of Owner or of all or a substantial part of its assets; (ii) Owner files a voluntary petition in bankruptcy or commences a proceeding seeking reorganization, liquidation, or an arrangement with creditors; (iii) Owner files an answer admitting the material allegations of a bankruptcy petition, reorganization proceeding, or insolvency proceeding filed against Owner; (iv) Owner admits in writing its inability to pay its debts as they come due; (v) Owner makes a general assignment for the benefit of creditors; or (vi) an order, judgment or decree is entered by

a court of competent jurisdiction, on the application of a creditor, adjudicating Owner a bankrupt or insolvent or approving a petition seeking reorganization of Owner or appointing a receiver, trustee or liquidator of Owner or of all or a substantial part of the assets of Owner, and such order, judgment or decree continues unstayed and in effect for any period of sixty (60) consecutive days;

Manager's right to terminate pursuant to this Section 7.2 shall be exercised upon thirty (30) days additional written notice to Owner given at any time after the applicable cure period has expired. Manager's termination notice shall specify the effective date of such termination.

7.3 Curing Defaults. Any default by Manager or Owner under the provisions of Section 7.1 or 7.2, as the case may be, which is susceptible of being cured shall not constitute a basis for termination of this Agreement if the nature of such default shall not permit it to be cured within the cure period allotted; provided that within such cure period the alleged party in default shall have given notice of its intent to cure, has commenced to cure such default, and is proceeding to complete the cure in good faith and with reasonable diligence by a date which is not more than six (6) months after the date of notice of default.

7.4 Effect of Termination. The termination of this Agreement under the provisions of this Article 7 shall not affect the rights of the terminating party with respect to any damages it has suffered as a result of any breach of this Agreement, nor shall it affect the rights of either party with respect to any liability or claims accrued, or arising out of events occurring, prior to the date of termination.

7.5 Remedies Cumulative. Neither the right of termination, nor the right to sue for damages, nor any other remedy available to a party under this Agreement shall be exclusive of any other remedy given under this Agreement or now or hereafter existing at law or in equity.

7.6 Indemnification re Post-Termination Events. Owner shall indemnify and hold harmless Manager and its owners, officers, directors, and employees from all costs, expenses, claims, damages, and liabilities arising or resulting from the failure of Owner following the expiration or earlier termination (for whatever cause) of this Agreement to fulfill its legal obligations to assume and provide any tournaments, banquets, meetings, and other group functions to be held at the Facility (collectively, "Events") contracted for by Manager prior to such expiration or termination of the Agreement pursuant to its rights and obligations under this Agreement (or contracted for prior to the Commencement Date), which Events are to be provided after the expiration or termination of this Agreement, provided that on or before termination of the Agreement Manager has paid to Owner an amount equal to all deposits received from clients for reservation of such Events.

7.7 Transition. Upon the termination of this Agreement, Owner and Manager shall cooperate, in good faith, to ensure an orderly transition of the management and operation of the ~~Property~~Facility and the maintenance of the Practice Fields from Manager to Owner.

7.7.1 Employees. ~~Upon~~Subject to the provisions of section 3.6.1 of this Agreement, upon termination of this Agreement for any reason, Manager shall terminate all employees of Manager, and Owner (or Owner's designated new operator) shall rehire a sufficient

number of Manager's employees at the ~~Property~~Facility as employees of Owner (or Owner's designated new operator) so as to comply with the WARN Act and obviate any notice or other requirements thereunder.

7.7.2 Licenses and Permits. Upon termination of this Agreement for any reason, Manager shall, ~~if possible~~at no cost to Manager and Owner, if possible (and if not possible to do so at no cost to either party, then at Owner's cost), transfer any and all licenses and permits which are in Manager's name to Owner or Owner's designated new operator, and/or assist Owner or Owner's designated new operator in obtaining new licenses and permits as necessary.

ARTICLE 8 - ASSIGNMENT

8.1 Assignment.

8.1.1 Prohibited Assignments. Except as provided in Sections 8.1.2 and 8.1.3, neither party shall assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld, delayed or conditioned. It is understood and agreed that any consent granted by a party to any such assignment shall not be deemed a waiver of any consent required under this Section 8.1.1 as to any future assignment.

8.1.2 Permitted Assignment by Manager. Manager shall have the right, without the consent of Owner, to assign this Agreement to any Affiliate of Manager or in connection with the sale of all or a substantial portion of Manager's assets by providing a commercially reasonable prior written notice to Owner, provided that the Affiliate or purchaser of Manager's assets expressly assumes all of Manager's obligations hereunder, and further provided that in the event of a sale of all or a substantial portion of Manager's assets to a third party, Owner shall have the right but not the obligation to terminate this Agreement with sixty (60) days written notice to Manager.

8.1.3 Permitted Assignment by Owner. Owner shall have the right, without the consent of Manager, to assign this Agreement to any Affiliate or to any third party upon notice to Manager, provided that the Affiliate, assignee or transferee (as applicable) expressly assumes all of Owner's obligations hereunder. In the event that Owner assigns this Agreement to an unaffiliated third party without the consent of Manager, Manager shall have the right but not the obligation to terminate this Agreement upon sixty (60) days advance written notice to both Owner and its assignee, such notice to be provided no later than thirty (30) days following written notification by Owner to Manager of the assignment and identity of the assignee.

8.1.4 Remedies. Any assignment by either party of this Agreement in violation of the provisions of this Section 8.1 shall be null and void and shall result in a termination of this Agreement. In addition to any other remedies available to the parties, the provisions of this Section 8.1 shall be enforceable by injunctive proceeding or by a suit for specific performance.

8.2 Successors and Assigns. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, legal representatives, successors and assigns.

ARTICLE 9 - DAMAGE OR DESTRUCTION; EMINENT DOMAIN

9.1 Damage or Destruction. Should the Facility be destroyed or substantially damaged by fire or other casualty, Owner, by written notice to Manager given within sixty (60) days following the occurrence of such event, shall have the right to terminate this Agreement, and in such event neither party shall have any further obligation to the other party under this Agreement, except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such termination. For the purpose of this Section 9.1, the Facility shall be deemed to have been substantially damaged if, in the reasonable opinion of Owner, full and productive economic use of the Facility cannot be made and the estimated length of time required to restore the Facility substantially to its condition and character just prior to the occurrence of such casualty shall be in excess of six (6) months. If this Agreement is not terminated in the event of damage to the Facility because the damage does not amount to substantial damage as described above, then Owner shall proceed with all due diligence to commence restoration of the Facility, but only to the extent that Owner has received insurance proceeds in connection with such damage or destruction.

9.2 Eminent Domain. If all of the Facility or premises (or such a substantial portion of the premises so to make it unfeasible, in the reasonable opinion of Owner, to restore and continue to operate the remaining portion of the premises for the purposes contemplated in this Agreement) shall be taken through the exercise (or by agreement in lieu of the exercise) of the power of eminent domain, then upon the date that Owner shall be required to surrender possession of the premises or of that substantial portion of the premises, this Agreement shall terminate and neither party shall have any further obligation to the other party under this Agreement except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such termination. If such taking of a portion of the Facility shall not make it unfeasible, in the reasonable opinion of Owner, to restore and continue to operate the remaining portion of the premises for the purposes contemplated in this Agreement, then this Agreement shall not terminate, and Owner shall proceed to repair any damage to the Facility, but only to the extent that Owner has received compensation in connection with such taking.

ARTICLE 10 - MAJOR CAPITAL IMPROVEMENTS

Any Capital Improvement involving an addition to the Facility or Practice Fields or renovation or refurbishing designed to upgrade or change the nature or image of the Facility, or Practice Fields which costs more than \$10,000 in the aggregate, shall be deemed to be a “**Major Capital Improvement.**” Any Major Capital Improvement project is in Owner’s sole control and discretion, and all costs and expenses of any Major Capital Improvement shall be paid solely by Owner. The parties acknowledge and agree that this Agreement imposes no responsibilities or obligations on the part of Manager with respect to any aspect of a Major Capital Improvement project, including design, construction, or supervision.

ARTICLE 11 - GENERAL PROVISIONS

11.1 Purchases by Manager. ~~OPEN ISSUE APPLICABILITY OF OWNER’S BULK PURCHASING PROGRAM~~ Manager shall use reasonable efforts to obtain the optimum combination of quality, price and terms for all purchases for the Facility or for items

utilized in the maintenance of the Practice Fields utilizing its extensive contacts and experience in purchasing golf course related items. Manager shall not be entitled to any additional compensation for this undertaking other than as set forth herein. In connection with any purchases made by Manager or an Affiliate of Manager for the account of Owner, it is understood that Manager or such Affiliate may perform services as a representative of the manufacturer to secure the benefits of lower costs, and that any resulting savings shall be passed on to Owner, including representatives' fees. In addition, all trade discounts, rebates and refunds pertaining directly to purchases for the Facility or for items utilized in the maintenance of the Practice Fields (but excluding refunds and rebates received by Manager in connection with purchasing or leasing related to all Other Manager Facilities) shall accrue to the benefit of Owner.

11.2 Purchases from Manager Affiliates. If any purchases of goods or services for the Facility are made from or through an Affiliate of Manager, the charges to the Facility for such goods or services shall be on the same terms as those made to Other Manager Facilities, and such charges shall not exceed the market prices for such goods and services. Manager shall disclose to Owner the prices paid by its Affiliates for any such goods and services. Further, in case of any actual or potential material conflict of interests as to any purchases, Manager shall (i) disclose to Owner in writing such conflict with sufficient details and specificity; and (ii) obtain a prior written approval from Owner for each instance.

11.3 Indemnities.

11.3.1 *Manager's Indemnity.* Manager agrees to indemnify, protect, defend and hold harmless Owner and Owner's officials, officers, ~~directors, shareholder, affiliates~~, and employees from and against any and all claims, demands, actions, lawsuits, proceedings, damages, liabilities, judgments, penalties, fines, attorneys' fees, costs, and expenses:

(a) which result from any act or omission constituting gross negligence or willful misconduct or fraud by Manager or any Affiliate, officer, director, agent, independent contractor, or employee of Manager in connection with Manager's performance under this Agreement or under the Annual Plans; or

(b) which result from any action taken by Manager or its Affiliates, employees or agents relating to the Facility or the maintenance of the Practice Fields (i) that is expressly prohibited by this Agreement or by any Annual Plan (unless an exception to the Annual Plan was approved by Owner or is otherwise permitted herein), or (ii) that is not within Manager's delegated authority under this Agreement or under any Annual Plan (unless an exception to the Annual Plan was approved by Owner or is otherwise permitted herein).

Manager's indemnity obligations under this Section 11.3.1 shall not apply to any acts or omissions taken (or in the case of omissions, not taken) to the extent they are at the express direction or with the express approval of Owner, or to the extent any acts or omissions taken (or in the case of omissions, not taken) ~~constituting~~ constitute gross negligence or willful misconduct by Owner, unless such act or omission constitutes gross negligence or willful misconduct or fraud on the part of any employee of Manager.

11.3.2 *Owner's Indemnity.* Owner agrees to indemnify, protect, defend, and hold harmless Manager and its owners, officers, directors, and employees from and against any and all claims, demands, actions, lawsuits, proceedings, damages, liabilities, judgments, penalties, fines, attorneys' fees, costs and expenses relating to the Facility ~~or Premises~~, or the operations thereof:

(a) ~~which relate~~ To the extent relating to or ~~arise~~ arising from the presence in, on, under or about the ~~Premises~~ Facility, or the escape, seepage, leakage, spillage, discharge, emission or release, of any hazardous materials, toxic substances or petroleum products (as defined or regulated under any and all applicable federal, state and local environmental, health or safety laws, ordinances and regulations) from or through the ~~Premises~~ Facility (collectively, the "Hazardous Materials"), including without limitation any and all costs of any required or necessary repair, cleanup, remediation or decontamination of the ~~Premises~~ Facility, and the preparation and implementation of any closure, remedial or other required plans; provided that if the presence or disturbance of the Hazardous Materials was caused by the negligence or willful misconduct on the part of Manager or any of its Affiliates, employees or agents, Manager shall not be indemnified, protected, defended or held harmless under this Section 11.3.2; or

(b) ~~which result~~ To the extent resulting from any act or omission by Manager in connection with the management and operation of the Facility (i) that is expressly authorized by this Agreement, or (ii) that is within the scope of Manager's duties under this Agreement, or (iii) that is within Manager's delegated authority under this Agreement, or (iv) that was at the express direction or with the express approval of Owner, unless and to the extent that such act or omission constitutes gross negligence or willful misconduct or fraud on the part of any employee of Manager (and was neither at the express direction of Owner nor with the express approval of Owner) in which event Manager shall not be indemnified, protected, defended or held harmless under this Section 11.3.2.

11.4 Facility Names. The Facility and Practice Fields shall be known by such trade ~~name~~ names and/or ~~trademark~~ trademarks or ~~logo~~ logos as may from time to time be determined by Owner. All names, logos and designs used at the Facility and Practice Fields shall be the exclusive property of Owner. However, during the term of this Agreement Manager shall have a non-exclusive license to use such names, logos and designs in connection with the operation of the Facility. Manager may identify the Facility as a golf course managed and operated by Manager and may use the name "American Golf Corporation" or the initials "AGC" or the American Golf Corporation logo alone or in conjunction with other words or names or designs owned by Manager or any of its Affiliates. It is recognized that the name "American Golf Corporation" and the initials "AGC," together with any other names, logos or designs owned by Manager or any of its Affiliates and used in the management and operation of the Facility (including without limitation any such names, logos or designs used in connection with the restaurant, banquet rooms and meeting rooms in and about the Facility but excepting any use of the names "Oxnard" or "River Ridge" or use of any version of the Oxnard logo), together with appurtenant goodwill, are the exclusive property of Manager or its Affiliates (collectively, the "Manager -Owned Names"). Accordingly, Owner agrees that no right or remedy of Owner for any default on the part of Manager under this Agreement shall, nor shall any provision of this Agreement, confer upon Owner or its successors or assigns the right to use Manager -Owned Names in the operation of the Facility or otherwise after the termination of this Agreement. In

the event of any breach of this covenant by Owner, Manager, in addition to any remedies available to it under this Agreement or at law or in equity, shall have the right to injunctive relief. Anything contained in this Section 11.4 to the contrary notwithstanding, upon the expiration or earlier termination of this Agreement, Owner shall have the right to continue to use any and all items of Operating Inventory then on hand bearing any Manager -Owned Names, but shall not have the right to reorder any such items. In lieu of permitting Owner to continue to use such items of Operating Inventory bearing any Manager -Owned Names, Manager shall have the option to purchase any or all of such items at a price equal to Owner's cost of such items. Nothing herein shall authorize Manager's use of any version of Oxnard's logo without prior written authorization from Owner.

11.5 Notices. All notices, demands, requests, consents, approvals, replies and other communications ("Notices") required or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid to the addresses stated below; or (c) by deposit with an overnight express delivery service. Notice deposited with the United States Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the Postal Service. Notice by overnight express delivery service shall be deemed effective one (1) business day after deposit with the express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery. Notice also may be given by means of electronic facsimile transmission ("Fax") or e-mail; provided, however, that in order for a Fax Notice or e-mail Notice to be deemed effective, the party giving notice by Fax or e-mail shall provide a "hard copy" of the Fax Notice or e-mail Notice thereafter to the other party pursuant to one of the three methods of "hard copy" delivery specified in this Section.

For purposes of Notices hereunder, the address of Owner shall be:

City of Oxnard, California

305 W. Third Street, Third Floor
Oxnard, California 93030

Attention: Public Works Director

With a copy to:

City Attorney
City of Oxnard
305 W. Third Street, Suite 100E
Oxnard, California 93030
Fax: 805-385-7423

For purposes of Notices hereunder, the address of Manager shall be:

AGC Management, LLC
c/o American Golf Corporation
909 Pacific Coast Highway , Suite 650
El Segundo, California 90245
Attention: Legal Department
Facsimile: (310) 664-6165

Each party shall have the right to designate a different address within the United States of America by the giving of notice in conformity with this Section 11.5.

11.6 Mortgages. No mortgage shall in any way affect the rights, duties or obligations of Owner or Manager, respectively, hereunder, and in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any mortgage, the terms and conditions of this Agreement shall control. If the Owner records a mortgage and the mortgagee thereof requests that the terms of this Agreement be subordinate to such mortgage, Manager shall execute a subordination agreement substantially in the form requested by such mortgagee, so long as such subordination agreement is reasonable and contains attornment and non-disturbance provisions reasonably acceptable to Manager. No mortgagee shall have any rights against Manager and Manager shall have no obligations to any Mortgagee except as set forth in this Section 11.6.

11.7 No Partnership or Joint Venture. Nothing contained in this Agreement shall be construed to be or create a partnership or joint venture between Owner and its successors and assigns, on the one part, and Manager and its successors and assigns, on the other part. Manager shall perform all activities hereunder as an independent contractor, and no employer-employee or principal-agent relationship shall be established by this Agreement or the performance hereof.

11.8 Modification and Changes. This Agreement may be amended or modified only by a writing signed by both parties.

11.9 Understandings and Agreements. This Agreement constitutes all of the understandings and agreements of whatever nature or kind existing between the parties with respect to Manager's management and operation of the Facility [and maintenance of the Practice Fields.](#)

11.10 Headings. The Article, Section and Subsection headings contained in this Agreement are for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

11.11 Consents. Each party agrees that it will not unreasonably withhold any consent or approval requested by the other party pursuant to the terms of the Agreement, and that any such consent or approval shall not be unreasonably delayed or qualified. Similarly, each party agrees that any provision of this Agreement which permits such party to make requests of the other party shall not be construed to permit the making of unreasonable requests.

11.12 Survival of Covenants. Any covenant, term or provision of this Agreement which in order to be effective must survive the termination of this Agreement shall survive any such termination.

11.13 Third Parties. None of the obligations under this Agreement of either party shall run to or be enforceable by any party other than the parties to this Agreement or by a party deriving rights under this Agreement as a result of an assignment, subordination or similar agreement permitted pursuant to the terms hereof.

11.14 Waivers. No failure by Manager or Owner to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy consequent upon the breach of this Agreement shall constitute a waiver of any such breach or any subsequent breach of the same covenant, agreement, term or condition. No covenant, agreement, term or condition of this Agreement and no breach of this Agreement shall be waived, altered or modified except by a written instrument. A waiver of any breach of this Agreement shall only affect this Agreement to the extent of the specific waiver, and all covenants, agreements, terms and conditions of this Agreement shall continue in full force and effect.

11.15 Applicable Law; Venue. This Agreement shall be construed and interpreted in accordance with, and shall be governed by, the laws of the State of California. Venue for any action relating to this Agreement shall be ~~property~~properly in Ventura County, CA, Superior Court. Manager shall comply with all applicable laws in the performances of services hereunder.

11.16 No Presumption Regarding Drafter. Owner and Manager acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between Owner and Manager, and that this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem either Owner or Manager to be the drafter of this Agreement, and therefore no presumption for or against the drafter shall be applicable in interpreting or enforcing this Agreement.

11.17 Enforceability of Any Provision. If any term, condition, covenant, or obligation of this Agreement shall be determined to be unenforceable, invalid, or void, such determination shall not affect, impair, invalidate, or render unenforceable any other term, condition, covenant, or obligation of this Agreement.

11.18 United States Currency. All amounts payable pursuant to this Agreement shall be paid in lawful money of the United States of America.

11.19 Counterparts. This Agreement and any amendment may be executed in counterparts, and upon all counterparts being so executed each such counterpart shall be considered as an original of this Agreement or any amendment and all counterparts shall be considered together as one agreement. A signed copy of this Agreement transmitted by fax or email to either of Owner or Manager shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

11.20 Gender and Number. Whenever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of certain gender shall be deemed to include either of both of the other genders.

11.21 Further Assurance. Owner and Manager agree that at any time or from time to time after the execution of this Agreement, each shall, upon the request of the other, execute and deliver such further documents and do such further acts and things as such party may reasonably request in order to fully effect the purpose of this Agreement.

11.22 Waiver of Jury Trial. The parties hereby waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto on any matter whatsoever arising out of or in any way connected with this Agreement.

11.23 Documents and Materials. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Manager pursuant to this Agreement specifically for the Facility and not for use at any other facilities operated by Manager ("Documents and Materials") shall be the Owner's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the Owner without restriction or limitation upon their use, duplication or dissemination by the Owner. Manager shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Manager hereby assigns to the Owner all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the Owner pursuant to this Section ~~11.24~~11.23. Manager shall deliver all Documents and Materials to Owner's Project Manager upon completion of the services or termination of this Agreement as an expense of the Facility. Additionally, anytime at Owner's request, Owner shall be entitled to possession of, and Manager shall furnish to Owner's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost to Owner. In both situations, if Manager prepares Documents and Materials on a computer, Manager shall provide Owner with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the Owner. Manager may retain copies of these Documents and Materials but must request permission from the Owner before use, duplication or dissemination of these Documents and Materials for any purpose other than for the services provided to the Owner pursuant to this Agreement. Any substantive modification of the Documents and Materials by Owner staff or any use of the completed Documents and Materials for other Owner projects, or any use of incomplete Documents and Materials, without the written consent of Manager, shall be at Owner's sole risk and without liability or legal exposure to Manager. Manager warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the services and the production of all Documents and Materials, and that the Owner has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Manager shall defend, indemnify and hold ~~Indemnitees~~Owner's officials, officers and employees harmless from any loss, claim or liability in any way related to a claim that any of the

Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Manager shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the Owner is held to constitute an infringement and the use of any of the same is enjoined, Manager, at its own expense, shall: secure for Owner the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for Owner; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This Section ~~11.24~~11.23 shall survive the termination of this Agreement.

11.24 ~~11.25~~ Confidential Information.

a. For the purposes of this Agreement, “confidential information” means all data or information, in whatever form transmitted, relating to the past, present or future business affairs of Owner, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to Owner, or to a third party whose information is in Owner’s possession or control under obligations of confidentiality, and which is disclosed to Manager or is developed by Manager in whole or in part at Owner’s expense.

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254(n) and 6255, which exempts Owner’s internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) (“CPRA”). Without in any way affecting the confidential nature of the information, Owner will provide the requested information to Manager pursuant to the terms of this Agreement, and Owner’s disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by Manager without the written consent of Owner, except as may be necessary for Manager to fulfill its obligations to Owner.

d. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Manager at the time of that information’s disclosure or becomes publicly known through no wrongful act or omission of Manager, (ii) is communicated to a third party with the express written consent of Owner and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Manager and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal

process to be disclosed; provided, however, that before making such disclosure, Manager shall immediately provide Owner with written notice and a reasonable opportunity for Owner to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

e. Manager shall use reasonable care to protect the confidential information. In the event of a breach or threatened breach of this Agreement, Owner shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Manager. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

f. Other than an obligation upon Owner to deal in good faith, Owner makes no warranties and shall bear no liability or responsibility for errors or omissions in any confidential information disclosed under this Agreement or for any business decisions made by Manager in reliance on any confidential information disclosed under this Agreement.

g. Manager will use the confidential information solely for the limited purposes of providing the services and fulfilling its obligations hereunder.

h. Except as otherwise agreed upon by the Parties, Manager shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to Owner, Manager acknowledges and agrees that: the confidential information is valuable to Owner, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to Owner; and that Owner could be entitled to seek injunctive relief, specific performance or both if Manager breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of Owner. Following Manager's completion of the Services, Manager shall promptly destroy all such confidential information in its possession or control and certify such destruction to Owner in a writing signed by an authorized representative.

k. This Section ~~11.25~~ 11.24 shall survive the termination of this Agreement.

11.25 ~~11.26~~ — **Conflict of Interest.** If, in performing the Services set forth in this Agreement, Manager makes, or participates in, a “governmental decision” as described in Title 2, Section 18700(c)(4) of the California Code of Regulations, or performs the same or substantially all the same duties for Owner that would otherwise be performed by an Owner employee holding a position specified in Owner's conflict of interest code, Manager shall be subject to Owner's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Manager's personnel providing the services set forth in this Agreement. Furthermore, Manager shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make

Manager “financially interested,” as provided in California Government Code Sections 1090 and 87100, in any decisions made by Owner on any matter in connection with which Manager has been retained pursuant to this Agreement.

~~11.26~~ ~~11.27~~ **Force Majeure.** Neither Owner nor Manager shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

~~11.27~~ ~~11.28~~ **Manager’s Representations.** Manager ~~warrants and represents, covenants and guarantees~~ that: (a) Manager is ~~licensed, qualified and capable of furnishing the labor, materials and expertise necessary to perform the service~~experienced in the management of public golf courses, and will to the best of its ability perform the services hereunder in accordance with the terms and conditions as set forth in this Agreement; (b) to the best of Manager’s knowledge, there are no obligations, commitments or impediments of any kind that will ~~limit or~~ prevent Manager’s full performance under this Agreement; (c) to the extent required by the standard of practice, Manager 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~~considered and fully understands the scope of services set forth hereunder.

~~11.28~~ ~~11.29~~ **Compliance with Laws.** In performing the services under this Agreement, Manager shall comply with all applicable laws, ordinances and regulations. Before providing any services under this Agreement, Manager shall, at its own expense, obtain and maintain ~~all required any~~ certificates, licenses and permits which may be required to permit Manager to do business in the City of Oxnard, including a City of Oxnard business tax certificate. For clarity and the avoidance of doubt, nothing in this section 11.29 shall require Manager to expend its own funds to obtain all necessary licenses, permits and certificates required for the operation of the Facility and the business conducted at the Facility, the costs of which will be an Operating Expense of the Facility.

~~11.29~~ ~~11.30~~ **Additional Intellectual Property Warranties and Representations.** Manager warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the services. Manager shall bear ~~all the~~ costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services hereunder, provided however that a portion of such costs, commensurate with the usage of the foregoing in the operation of the Facility, shall be allocated as an Operating Expense of the Facility as set forth in the Annual Plan.

~~11.30~~ ~~11.31~~ **Taxes.** Manager shall be liable for and agrees to pay promptly and prior to delinquency, at its own expense and not as an Operating Expense of the Facility, any tax or assessment, ~~including but not limited to any possessory interest tax, which may be~~ levied by any governmental authority ~~(a) against the Manager and/or any personal property or equipment of Manager used in connection with the services rendered pursuant to this Agreement or (b) as a~~

~~result of the services rendered by Manager pursuant to this Agreement. Any such~~ solely against Manager, related to Manager's corporate existence or corporate operations, separate and independent from any taxes which are levied by any governmental authority and related to the ownership, operation or possession of the Facility, which shall ~~not be considered an~~ Operating Expenses of the Facility.

[REMAINDER OF PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed effective as of the day and year first written above.

“OWNER”

CITY OF OXNARD, CALIFORNIA

By: _____
Tim Flynn, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

“MANAGER”

AGC Management, LLC

By: _____
Name: _____
Title: _____

¹ Owner requires the following for any contract:

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

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

EXHIBIT A

FACILITY MAP

(See Attached)

EXHIBIT A-1 - DEFINITIONS

Affiliate means any and all corporations, partnerships, trusts, limited liability companies and other entities directly or indirectly controlled by, controlling, or subject to direct common control of an entity or person.

Adjusted Net Operating Income ~~[TO BE DISCUSSED]~~ means Gross Revenues minus Net Operating Expenses.

Capital Improvements means any alteration or addition to, or rebuilding or renovation of, the Facility which is considered a capital expenditure under GAAP, the cost of which is not charged to ordinary property operations, repair, replacement, alteration and/or maintenance.

Community Special Events means hosting a variety of golf and non-golf events such as movie nights, 4th of July, concerts at the course, food/beverage tastings, 5k or 10k runs, tournaments, disc golf, foot golf and youth activities/programs.

Comparable Facilities means (i) Olivas Links and Buenaventura both in Ventura, California, (ii) Los Robles in Thousand Oaks, California and (iii) Rustic Canyon Golf Course ~~and Moorpark Country Club, both~~ in Moorpark, California.

Compensation means the direct salaries and wages paid to or accruing for the benefit of any manager or other employee, together with all fringe benefits payable to or accruing for the benefit of such manager or other employee, including employer's contribution under the Federal Insurance Contributions Act ("FICA"); unemployment compensation, or other employment taxes; pension fund contributions, worker's compensation, group life and accident and health insurance premiums as well as any payments made by Manager which fall within the deductible amounts of any such policies; profit sharing; retirement; disability; and other similar benefits but only to the extent established in the Annual Plan and approved by Owner ~~or otherwise approved by Owner as set forth in Section 3.6.1.~~

CPI means The United States Department of Labor, Bureau of Labor Statistics, All Items Consumer Price Index for All Urban Consumers (all items for ~~the metropolitan area in which the Premises are located~~ Los Angeles – Long Beach – Anaheim, California on the basis of 1982 - 1984 equals 100). Notwithstanding the foregoing, if the format or components of the CPI are materially changed after the date hereof, then Owner and Manager shall mutually agree to a substitute index which is published by the Bureau of Labor Statistics or similar agency and which is most nearly equivalent to the CPI in effect as of the date hereof.

Excluded Operating Expenses ~~[TO BE DISCUSSED]~~ means utility costs, insurance premiums (excluding workers compensation), cart and equipment lease payments, Capital Improvements, personal property taxes, and any possessory interest taxes owed by Owner.

Furnishings and Equipment means all furniture, furnishings, trade fixtures, apparatus and equipment, including golf course maintenance vehicles and equipment, golf carts, driving range

pickers and pullers, mats, buckets, cash registers, rental golf clubs, ball washers, benches, uniforms, and other personal property used in or held in storage for use in the operation of the Facility, other than Operating Inventory and fixtures attached to and forming part of the Improvements.

Gross Revenues means all amounts received as a result of the operation of the Facility and the sale of goods and services at the Facility, determined on an accrual basis and consistent with the income/operating statements generated by Manager in the ordinary course of business. Gross Revenues shall include, without limitation, the following generated at the Facility: all green fees; rental fees for golf carts, golf clubs, and other rental items; range balls; rental and concession payments; food and beverage sales; liquor sales; revenue generated from space rentals and from meetings, banquets, parties, receptions, tournaments, and other group gatherings; merchandise sales; instruction fees; vending sales (or, if applicable, receipts from vending companies); and proceeds from business interruption insurance. Gross Revenues shall not include the following:

- (a) Cash refunds or credits allowed on returns by customers;
- (b) Sales taxes, excise taxes, gross receipts taxes and other similar taxes now or later imposed upon the sale of food, beverages, merchandise or services and paid to the appropriate taxing authority, whether added to or included in the selling price;
- (c) Fees charged by a golf professional functioning as an independent contractor for the teaching of golf lessons and instruction to the extent the Facility operation does not receive revenue from such golf lessons
- (d) Receipts in the form of refunds from, or the value of merchandise, supplies or equipment returned to, shippers, suppliers or manufacturers;
- (e) The amount of any gratuities paid or given by customers to Facility employees;
- (f) Proceeds of insurance other than business interruption insurance or similar types of insurance;
- (g) Any interest earned on any Owner provided bank account or funds;
- (h) The actual uncollectible amount of any check or bank draft received as payments for goods or services and returned from a bank as being uncollectible; and
- (i) The actual uncollectible amount of any sale of merchandise or services for which a credit card was accepted.

Legal Requirements means all laws, statutes, ordinances, orders, rules, regulations, permits, licenses, authorizations, directives and requirements of all governments and governmental authorities, which now or hereafter may be applicable to the Premises Facility and/or the maintenance of the Practice Fields and the operation of the Premises Facility and/or the maintenance of the Practice Fields.

Major Capital Improvements has the meaning set forth in Article 10.

Net Operating Expenses ~~TO BE DISCUSSED~~ means Operating Expenses minus Excluded Operating Expenses.

Net Operating Income ~~TO BE DISCUSSED~~ means Gross Revenues minus Operating Expenses plus any expenses for Capital Improvements.

Operating Expenses ~~TO BE DISCUSSED~~ means utility costs, costs of purchasing Operating Inventory, Compensation and expenses of the management staff and other employees directly employed at the Facility, advertising and promotion, ordinary repairs, replacements, alterations and maintenance, cart and equipment lease payments, insurance premiums, the Base Management Fee, taxes and all other expenses relating to the operation of the Facility and/or payable under the Annual Plan that would be expensed in accordance with GAAP, except as provided in the next paragraph. Operating Expenses shall not include principal and interest payments on any promissory note or other debt instrument and payments under a deed of trust or mortgage (if any); depreciation; amortization; costs incurred as a result of any assignment of this Agreement or sale of the Facility; income taxes paid or payable by Owner on the income from the Facility.

Operating Inventory means consumable items used in or held in storage for use in the operation of the Facility, including scorecards and cart tickets, driving range balls, professional shop merchandise, food and beverages, paper and plastic ware, fuel, cleaning materials, fertilizers, pesticides, linens, glassware, sanitation supplies and other similar items.

Operating Year means any 365 day period during the Term beginning on the Commencement Date or any anniversary of the Commencement Date.

Other Manager Facilities means all other golf course facilities within the United States owned, leased, managed and/or operated, directly or indirectly, by Manager.

~~Utilities~~Excluded Expense Baseline means \$900,000 for the initial Operating Year of the Term, plus three percent (3%) per annum for each Operating Year thereafter.

EXHIBIT B

**ANNUAL PLAN FOR
INITIAL OPERATING YEAR**

(See Attached)

EXHIBIT C

MAINTENANCE – PRACTICE FIELDS

(See Attached)

Practice Fields Maintenance Schedule 2019

July 1st- July 6th

- Check and hand water eastern end of fields for heat dry spots, blow and fill divots with a 2:1 topsoil/sand mix on a daily basis.
- Mow fields Monday-Saturday
- Fertilize with 46-0-0 and 6-24-24.
- Adjust irrigation as needed by 1pm.

July 7th-July 13th

- Check and hand water eastern end of fields for heat dry spots, blow and fill divots with a 2:1 topsoil/sand mix on a daily basis.
- Mondays clean grass clippings along fence lines.
- Mow fields Monday-Saturday
- Spray chemicals Primo Maxx, Iron Man, and Green Toes.
- Adjust irrigation as needed by 1pm.

July 14th- July 20th

- Coordinate fence & tower install inside fields, help fence factory, lifts(3)?
- Check and hand water eastern end of fields for heat dry spots, blow and fill divots with a 2:1 topsoil/sand mix on a daily basis.
- Mondays clean grass clippings along fence lines.
- Mow fields Monday-Saturday
- Fertilize with 15-15-15
- Adjust irrigation as needed by 1pm. (increase/decrease)

July 21st- July 27th

- Check and hand water eastern end of fields for heat dry spots, blow and fill divots with a 2:1 topsoil/sand mix on a daily basis.
- Mondays clean grass clippings along fence lines.
- Mow fields Monday-Saturday
- Spray chemicals Primo Maxx, Iron Man, and Green Toes.
- Adjust irrigation as needed by 1pm. (increase/decrease)

July 28th- August 5th

- Check and hand water eastern end of fields for heat dry spots, blow and fill divots with a 2:1 topsoil/sand mix on a daily basis.
- Mondays clean grass clippings along fence lines.
- Mow fields Monday-Saturday
- Fertilize if necessary. Spread second application of soil surfactant LT120
- Adjust irrigation as needed by 1pm. (increase)

August 6th- End of Camp

- Check and hand water eastern end of fields for heat dry spots, blow and fill divots with a 2:1 topsoil/sand mix on a daily basis.
- Mondays clean grass clippings along fence lines.
- Mow fields Monday-Saturday
- Fertilize or spray fields if necessary.
- Adjust irrigation as needed by 1pm. (increase)

Irrigation Schedule

Current as of 5/20/19

Days: M,T,W,F,Sa Start Times: 7pm,9pm,11:45pm

Stations: 1-8 @ 10 minutes

9-12 @ 5 minutes

13 @ 4 minutes

Beginning of camp subject to change

Days: M,W,F,Sa Start Times: 7pm,10:30pm,11:45pm

Stations: 1-8 @ 7 minutes

9 West end shutdown during camp

10-12 @ 3 minutes

13 @ 2 minutes

*Water is scheduled to start increasing on the 3rd week of camp. Subject to change upon request.

Chemical Sprayed / Fertilizer Spread (160 Gallons) per application

Chemical Used: Primo Maxx: 115 oz, Iron Man: 2.5 Gallons, Green Toes: 2 quarts

Fertilizer Used: 46-0-0, 6-24-24/18-9-18, 15-15-15

LT120: 8 bags on June 3rd and August 3rd

Ronstar

EXHIBIT C-1

MAINTENANCE – PRACTICE FIELDS

(See Attached)

Scope of Work:

- Fields will be mowed as needed at 1/2" with John Deere 3235's. These are 5 gang reel unit fairway mowers. These will be augmented with Toro 1445 trim mowers and Buffalo blowers if the fields need to be blown.
- Aeration will be done with a Toro Fairway Aerator, drag in with drag mats, blown into windrows with a Buffalo blower and then swept with a Toro sweeper.
- Fertilization will be done with a Lely spreader and depending on the soils analysis we'll apply the appropriate fertilizer for optimum growth. Just prior to the Cowboys arrival we've always increased the phosphorus and potassium levels to make the grass more wear resistant.
- Herbicide applications will be done with either a Toro or John Deere spray rig and granular applications will be made with a Lely spreader. Pre-emergent applications will be timed based on soil temperature to maximize efficacy. Post emergent applications will also be based on weather conditions to enhance the transition from Poa and volunteer Ryegrass to the hybrid Bermudagrass desired.
- Topdressing will be done with washed plaster sand to match the sand the fields were originally built with to avoid layering. The sand will be spread with a Tycrop M4400 material delivery unit and drag in with drag mats.
- Composting the fields will be done using a Tycrop 400 and drag in with drag mats.
- Field levels will be shot biannually and topdressing will be applied to lower areas to level the surface.
- Grooming or verticutting the fields will also aid in producing a healthier and more level surface.
- Records will be available at any time and we will always be available to city staff.

Schedule:

- January the fields require little maintenance and are mowed as few times as possible. There could be hours spent cleaning up after rainstorms.
- February is very similar in that we do as little as possible to maintain the fields and make them available for kids soccer. This is when we take soil samples to be analyzed and possibly begin post emergent herbicide applications.
- March is when the activity usually picks up with a mowing frequency increase, post emergent herbicide applications and field fertilizations. Topdressing and composting the fields is standard and depending on the weather we could aerify the fields also.
- April will typically see the aeration done on the fields as well as a topdressing and composting. The mowing schedule is about the same as March but we often verticut the fields to remove thatch and the dead and dying Poa Annua and volunteer Ryegrass. This also helps to level the playing surface.
- May we topdress, compost, fertilize and usually increase the mowing frequency.
- June is spent prepping for the Cowboys summer camp by applying more phosphorus and potassium, increasing the mowing schedule and continuing with topdressing and composting.
- July is when training camp begins and the level of activity depends on what the Cowboys require. We mow the fields 3 to 4 times a week, drag the dew off in the mornings and fill divots left from the previous days practice. Each mowing requires the fields be blown off afterward. We do a lot of hand watering during training camp.
- August after the camp is completed we begin rehabbing the field with fertilizer applications, topdressing and composting. Toward the end of this month we will aerify the fields.
- September mowings decrease, topdressing and composting continue and if we were not able to aerify the fields in August due to scheduling we will do them now.
- October as the days grow shorter and the weather cools the Bermudagrass growth slows down and our efforts do also. This is when we try to do as little as possible to maintain the fields but ensuring they are suitable for youth soccer and/or any events the Radisson Hotel puts on.
- November same as October, anytime in these months that we can topdress and compost the fields we will. This is dependant upon the weather and growth curve on the fields, once they grow over the previous topdressing/composting we do it again.
- December fewer hours and mowing. Mainly spent on clean up after rain storms.

EXHIBIT D LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.67 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2018**

~~11.24~~11.0 Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$15.67 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2019, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

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

EXHIBIT E
PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day’s work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor’s employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors’ compliance with Chapter 1, the DIR’s rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors’ compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure

of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

SCHEDULE OF SERVICES EXHIBIT

EXHIBIT EF

INSURANCE REQUIREMENTS FOR FACILITY MANAGERS

1. Manager shall obtain and maintain during the term of the Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Agreement by Manager, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$3,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City of Oxnard ("City").

d. Property Insurance against all risks of loss to any tenant improvements or betterments in the amount of the full replacement cost of the improvement or betterment with no co-insurance provisions.

Crime/Employee Dishonesty Policy in an amount not less than \$3,000,000. The Crime/Employee Dishonesty Policy shall name the City of Oxnard as a Joint Loss Payee.

2. Manager shall, prior to occupation of the premises, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-X. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before occupation of the premises. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

4. Manager agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Manager; products and completed operations of Manager; premises owned, occupied or used by Manager; or automobiles owned, leased, hired or borrowed by Manager. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-X or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 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 Manager shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.~~

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-X.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$6,000,000 PRODUCTS COMP/OP AGG. \$3,000,000 PERSONAL & ADV. INJURY \$3,000,000 EACH OCCURRENCE \$3,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person)\$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Property insurance against all risks of loss to any tenant improvements or betterments Crime/Employee Dishonesty Policy				LIMIT OF INSURANCE \$3,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE _____

**GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")****SUBMIT IN DUPLICATE**

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from)

LOSS ADJUSTMENT EXPENSE

(to)

☐ Included in Limits☐ In Addition to Limits

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		SUBMIT IN DUPLICATE	
FOR THE CITY OF OXNARD (the "City")		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		
Telephone:	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)		
NAMED INSURED	APPLICABILITY: This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS		
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS:	
\$ _____ per accident, for bodily injury and property damage.		Underwriter's representative for claims pursuant to this insurance.	
		Name: _____	
		Address: _____	
		Telephone: _____	

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: (_____) _____ Date Signed _____

Document comparison by Workshare 9.5 on Thursday, June 13, 2019 3:32:40 PM

Input:	
Document 1 ID	file:///G:/PW/Golf Course/River Ridge - DRAFT Management Agreement (for 6.11.19 PWT Committee Agenda).doc
Description	River Ridge - DRAFT Management Agreement (for 6.11.19 PWT Committee Agenda)
Document 2 ID	file:///G:/PW/Golf Course/River Ridge - Management Agr 6.13.19. (for 6.18.19 Council Agenda).doc
Description	River Ridge - Management Agr 6.13.19. (for 6.18.19 Council Agenda)
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	154
Deletions	111
Moved from	2
Moved to	2
Style change	0
Format changed	0

Total changes	269
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River Ridge Pro Forma Operating Income Projections With Living Wage Exemption ^{1/} (thousands of dollars)						
	Baseline			AGC Proposal		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Gross Revenue						
Golf						
Greens Fees	\$2,150	\$2,275	\$2,350	\$2,108	\$2,193	\$2,282
Cart Rentals	820	850	880	751	766	781
Practice Range/Player's Club	<u>160</u>	<u>165</u>	<u>170</u>	<u>380</u>	<u>707</u>	<u>721</u>
Subtotal Golf	\$3,130	\$3,290	\$3,400	\$3,239	\$3,666	\$3,784
Merchandise	230	235	240	231	238	245
Food & Beverage	800	950	1,000	823	870	904
Other	<u>45</u>	<u>48</u>	<u>50</u>	<u>46</u>	<u>49</u>	<u>50</u>
Total	\$4,205	\$4,523	\$4,690	\$4,340	\$4,824	\$4,983
Cost of Sales						
Merchandise	\$163	\$166	\$168	\$157	\$162	\$167
Food & Beverage	<u>255</u>	<u>305</u>	<u>320</u>	<u>230</u>	<u>244</u>	<u>253</u>
Total	\$418	\$471	\$488	\$387	\$406	\$420
Gross Profit	\$3,787	\$4,052	\$4,202	\$3,952	\$4,418	\$4,564
Operating Expenses	<u>\$3,160</u>	<u>\$3,293</u>	<u>\$3,479</u>	<u>\$3,257</u>	<u>\$3,394</u>	<u>\$3,548</u>
Net Income, Before Mgmt Fees	\$627	\$875	\$723	\$695	\$1,024	\$1,016
Less: Management Fees	<u>\$159</u>	<u>\$182</u>	<u>\$180</u>	<u>\$169</u>	<u>\$222</u>	<u>\$223</u>
City Net Income ^{2/}	\$468	\$693	\$543	\$526	\$802	\$793
^{1/} Assumes \$400,000 water costs and Living Wage exemption.						
^{2/} Expressed before City administrative expenses an allocations, reserves for maintenance equipment replacement, and reserves for capital improvements.						

River Ridge Pro Forma Operating Income Projections With Living Wage Applied ^{1/} (thousands of dollars)						
	Baseline			AGC Proposal		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Gross Revenue						
Golf						
Greens Fees	\$2,150	\$2,275	\$2,350	\$2,108	\$2,193	\$2,282
Cart Rentals	820	850	880	751	766	781
Practice Range/Player's Club	<u>160</u>	<u>165</u>	<u>170</u>	<u>380</u>	<u>707</u>	<u>721</u>
Subtotal Golf	\$3,130	\$3,290	\$3,400	\$3,239	\$3,666	\$3,784
Merchandise	230	235	240	231	238	245
Food & Beverage	800	950	1,000	823	870	904
Other	<u>45</u>	<u>48</u>	<u>50</u>	<u>46</u>	<u>49</u>	<u>50</u>
Total	\$4,205	\$4,523	\$4,690	\$4,340	\$4,824	\$4,983
Cost of Sales						
Merchandise	\$163	\$166	\$168	\$157	\$162	\$167
Food & Beverage	<u>255</u>	<u>305</u>	<u>320</u>	<u>230</u>	<u>244</u>	<u>253</u>
Total	\$418	\$471	\$488	\$387	\$406	\$420
Gross Profit	\$3,787	\$4,052	\$4,202	\$3,952	\$4,418	\$4,564
Operating Expenses	<u>\$3,360</u>	<u>\$3,443</u>	<u>\$3,575</u>	<u>\$3,457</u>	<u>\$3,544</u>	<u>\$3,648</u>
Net Income, Before Mgmt Fees	\$427	\$609	\$627	\$495	\$874	\$916
Less: Management Fees	<u>\$147</u>	<u>\$177</u>	<u>\$182</u>	<u>\$157</u>	<u>\$217</u>	<u>\$226</u>
City Net Income ^{2/}	\$280	\$432	\$445	\$338	\$657	\$690
^{1/} Assumes \$400,000 water costs and Living Wage applies.						
^{2/} Expressed before City administrative expenses an allocations, reserves for maintenance equipment replacement, and reserves for capital improvements.						

UPDATED 6/13/19

River Ridge Golf Club

City Council Meeting of June 18, 2019

Recommendation

That the City Council:

1. Approve the fee-for-service management agreement between American Golf Corporation (AGC) and the City of Oxnard (City) for the management, operation and maintenance of River Ridge Golf Club (RRGC) with no General Fund subsidy projected for a three-year term with options to renew for two additional one-year terms, exercised at the sole discretion of the City, and
2. Exempt the golf course from the City's Living Wage Policy.

Background

- River Ridge Golf Club is the City's municipal golf complex consisting of two 18-hole golf courses
- Vineyard Course opened in 1986
- Victoria Lakes opened all 18 holes in 2008
- Contract with High Tide and Green Grass contract has been in place since 1994, with the latest agreement amended in 2009 and terminating June 30, 2019, due to retirement

The City's primary objectives are to:

- Make the golf course self-sustaining (meaning operating without any City subsidy) in the short-term and,
- Make it profitable in the long-term

Discussion

River Ridge Golf Club Historical Rounds of Play

Calendar Year	Complimentary	Paid	Total
2016	13,002	70,955	83,957
2017	12,537	70,221	82,758
2018	9,527	67,780	77,307

Discussion

River Ridge Golf Club Historical Gross Revenue			
Department	2016	2017	2018
Greens Fees	\$2,174,200	\$2,142,000	\$2,014,200
Carts	\$766,300	\$834,300	\$778,700
Practice Range	\$144,600	\$157,400	\$156,000
Merchandise	\$190,600	\$215,500	\$225,800
Snack Bar	\$470,500	\$472,100	\$444,100
Banquets	\$289,000	\$257,000	\$412,300
Miscellaneous	\$41,300	\$39,000	\$39,400
Total	\$4,076,500	\$4,117,300	\$4,070,500

Discussion

- The City's General Fund operating subsidy for RRGCC for Fiscal Year 2017/2018 was approximately \$1,317,000, declining to \$922,000 in FY 2018/2019
- The municipal golf industry has moved almost universally to fee-for-service management agreements for operations of golf courses
- The proposed fee-for-service management agreement provides the municipality with the benefits of a short term agreement, private sector management practices, a high degree of control and the greatest financial upside potential

- The annual water consumption for both courses ranges between 700 to 800 acre feet
- To reduce water operating expenses, the RRGCC will purchase Water Well #27 from the City's Water Utility at a cost of \$135,523
- Golf Course Development Fees will be used to purchase Water Well #27
- The purchase of Water Well #27 will reduce the annual usage of reclaimed water, potentially saving approximately \$300,000 in water expenses

Bidding Process

- City issued a request for proposals (RFP) on March 25, 2019
- City received 7 proposals from qualified professional golf course management companies
- An evaluation committee consisting of 3 individuals was assembled to review and analyze the proposals

Proposed Agreement

Scope of Services

- A. Provide transition services
- B. Provide employee training
- C. Procure all operating equipment, supplies, and services
- D. Provide corporate oversight and support services
- E. Provide marketing and outreach
- F. Provide on-site management, maintenance and operation of the golf complex
- G. Prepare all timely performance and accounting reports and statements
- H. Partner with the City to develop a long term master plan
- I. Implement a water management plan
- J. Maintain the adjacent football/soccer fields

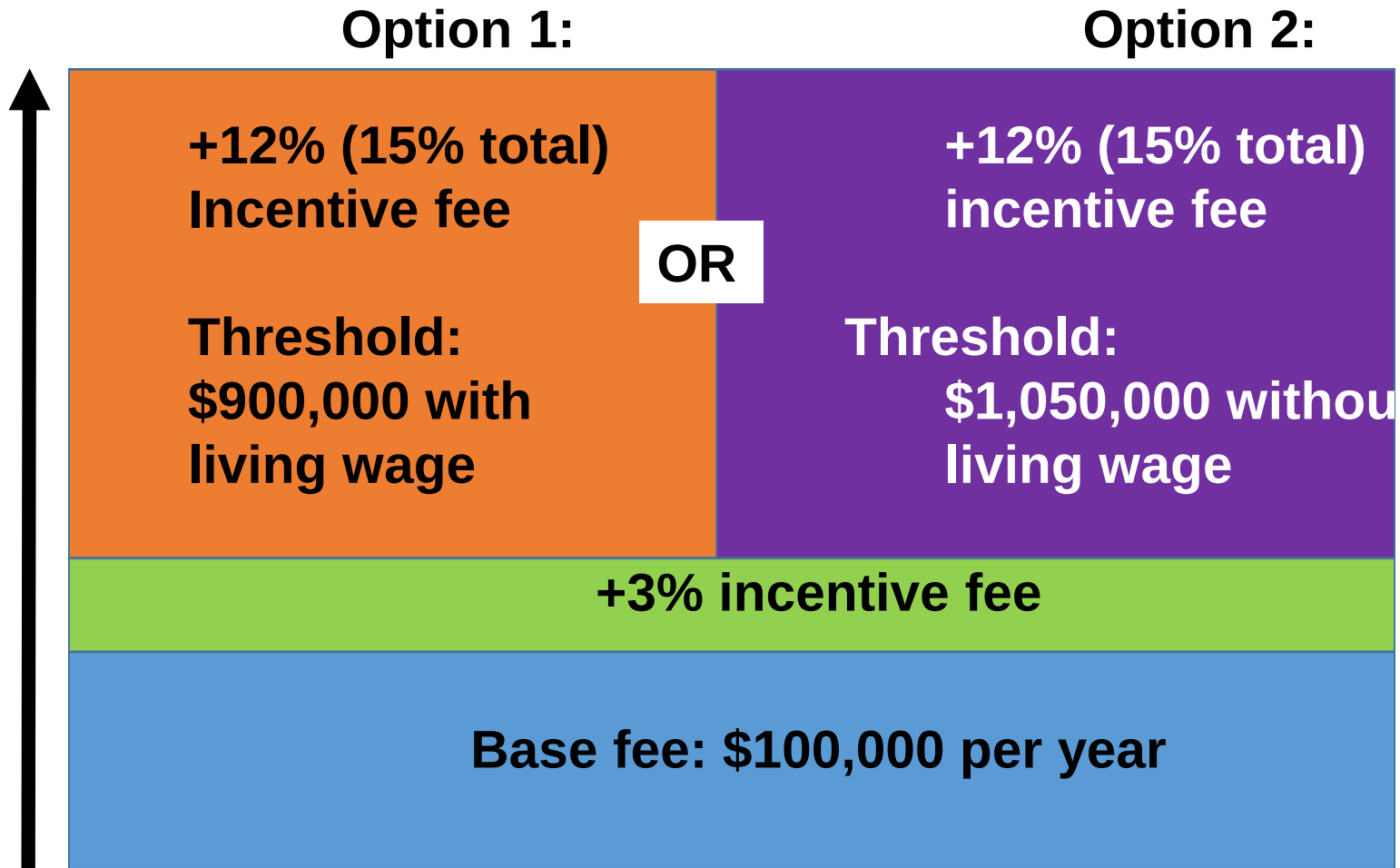
Bidding Process

- AGC's corporate resources and strong proposed marketing plan ranked high for RRG
- AGC's extensive corporate resources, which are provided under the management fee, will allow minimum on-site general and administrative support staff, and reduce on-site operating expenses
- AGC also has almost 50 years of experience in managing golf courses

Proposed Agreement

- The base management fee will be \$100,000 per year
- “Adjusted Net Operating Income” = gross revenue minus operating expenses other than utilities, easements, possessory interest tax and insurance.
- City will pay AGC an incentive management fee equal to (i) 3% up to a certain amount and (ii) 15% thereafter

Living Wage Policy Options



Sample Calculation

- Assume that the RRGc brings in \$2M in “Adjusted Net Operating Income”
 - AGC receives \$100k base fee
 - AGC receives 3% of \$900k = \$27K
 - AGC receives 15% of (\$2M - \$900k) $\square$ \$1.1M (15%) = \$165k
 - Total = \$292k
- Assume that the RRGc brings in \$800k in “Adjusted Net Operating Income”
 - AGC receives \$100k base fee
 - AGC receives 3% of \$800k = \$24K
 - Since they didn't reach the threshold of \$900k, they don't get the 15% incentive fee.
 - Total = \$124k

Proposed Agreement

- AGC is a major golf management firm headquartered in Southern California and is the largest operator of golf courses in the State
- The agreement with AGC will commence on July 1, 2019, and last three years, unless the City opts to extend it further by two one-year terms

Financial Impact

- With a new agreement with AGC, the General Fund should be able to end subsidizing the operations of RRG
- Exempting this agreement from the City's Living Wage Policy has the potential to save \$103,000 to \$188,000 per year in operating expenses

The following income projections assume the reduction in the cost of water to \$300,000 per year due to the purchase of Water Well #27.

Financial Impact of Living Wage Policy

Year	Living Wage - Applied	Living Wage - Exempt	Cost Differential of Living Wage
Year 1	\$338,000	\$526,000	\$188,000
Year 2	\$657,000	\$802,000	\$145,000
Year 3	\$690,000	\$793,000	\$103,000
TOTAL			\$436,000

Financial Impact

- The new contract with AGC will require the appropriation of Golf Course Development Fees
- Golf Course Development Fees will be used to purchase Water Well #27 and for working capital funds
- As revenues accumulate in the City bank account, those revenues will be used to replenish the AGC operating bank account

Upon approval of the management agreement, staff will return to City Council to appropriate Golf Course Development Fees for Fund 651-RRGC working capital and to recognize gross revenue and expenditures in FY 2019/2020

Additional Community Benefits

AGC is committed to being an active member of the community through their American Golf Foundation, a 501(c)(3) and 509(a)(2) public charity, by hosting a variety of golf and non-golf events such as:

Movie nights

4th of July

Concerts at the course

5k or 10k runs

Food/beverage tastings

Tournaments

Disc and foot golf
activities

Youth

In addition, AGC will take over the maintenance of the adjacent football/soccer fields from the City's Parks Division, freeing staff to concentrate on other areas.

The football/soccer fields are currently used by Oxnard youth soccer leagues and the Dallas Cowboys.

Questions?